



## राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान

### National Institute of Electronics & Information Technology

(An Autonomous Scientific Society under Ministry of Electronics & Information Technology (MoEIT),  
Government of India)

**Response to Pre-Bid queries in respect of RFP & Financial Bid to facilitate Examination Infrastructure Services & Support for Computer Based Examination (e-Tender ID : 2016 DIT 105646 1):**

Interested bidders may please note the responses to pre-bid queries before bid submission . The revised schedule is as follows:

Sr. No.	Activities	Details
1	Bid Submission End Date & Time	Wednesday, 31 <sup>st</sup> August 2016 upto 5:00 PM
2	Request for Proposal (RFP) Opening Date & Time	Thursday, 1 <sup>st</sup> September 2016 at 11:00 AM
3	Date & Time of Technical Presentation	Will be intimated later to the Technically qualified bidders
4	Date & Time of opening of Financial bids	Will be intimated later to the Shortlisted bidders
5	Website for downloading RFP Document, Corrigendum, Addendums Etc	<a href="http://www.nielit.gov.in">http://www.nielit.gov.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> <a href="http://www.deity.gov.in">http://www.deity.gov.in</a>
6	Request for Proposal (RFP) and Financial Bid Validity	180 Days from the date of bid submission

**Replies of Pre-Bid Meeting held on 22.7.2016 in respect of RFP & Financial Bid to facilitate Examination Infrastructure Services & Support for Computer Based Examination**  
**(e-Tender ID : 2016 DIT 105646 1)**

**The queries and their replies are tabulated as below and henceforth, these will become a part of the RFP**

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
1	16	5.2	APTECH	NIELIT has developed and implemented its own software for various processes of Online/Computer Based Examination and intends to use the same however to make examination process hassle free NIELIT may award work on end-to-end basis as well. Therefore, NIELIT intends to invite proposal for following:	In case NIELIT intend to use it own software for examination we understand that the examination will be conducted in distributed architecture mode not over the internet. We understand that the bidder responsibility will only be limited to provide examination centre only, request NIELIT to clarify the deliverables from bidder in absence of software.	Scope of work w.r.t Infrastructure Services and Support is as per RFP.
2	19	5.2.B	APTECH	5. Head Office Module This module will provide the online monitoring facility and also administrative control over Regional Centres	We understand that in this module monitoring of examination is required thru console please confirm. Kindly explain the expectation from administrative control over regional centre.	NIELIT conducts its examination through Regional Centres which are responsible for monitoring and managing examinations in their region. NIELIT HQ looks after the overall examination and monitors the Regional Centre. Console is required at H.O. Level which shall provide the overall examinations progress, as well as shall allow to manage and monitor the examinations at all examination centres.
3	19	5.2 B	APTECH	7. Nodal Centre Module This module will provide the online monitoring facility and also administrative control over Examination Centres	We understand that in this module monitoring of examination is required through console please confirm. Kindly explain the expectation from administrative control over examination centre.	Console is required at NIELIT Regional Centre Level which shall provide the overall examinations progress in the region, as well as shall allow to manage and monitor the examinations at all examination centres under its jurisdiction only.
4	20	5.2 B	APTECH , TCS, SIFY, NSE.IT, EDUQUITY, LUMINOUS	18. Online Attendance/ Authentication Module This module would capture the attendance with biometric devices and possibly would provide online status of attendance at each centre. The examination of candidate should be enabled only on successful authentication of biometric. In future, biometric authentication will need to be integrated with UIDAI Aadhaar at no extra cost.	Kindly explain the expectation from online status of the attendance at each centre. We understand that NIELIT will help the bidder in getting access to UIDAI Aadhaar data	Since Aadhaar cannot be made mandatory as on date, the Biometric of the candidate shall be captured and stored in the offline system which shall be later on verified as and when required.
5	20	5.2 B	APTECH , TCS, SIFY, NSE.IT, EDUQUITY, LUMINOUS	20. Live Examination Monitoring Module: The module will enable the management to view and record the live examination feed from webcam and/or CCTV at the examination centre and retrieve previously recorded footage as and when desired. Preference shall be given if audio along with video is also captured.	We understand that bidder is required to record the examination session and handover the data to NIELIT post examination as per the requirement, please confirm.	As per RFP. However, "Preference shall be given if audio along with video is also captured" shall be read as "The bidder shall capture both audio and video in case of video surveillance through webcam, in case of CCTV, audio is optional". CCTV/ Video surveillance must be done in each lab where exam is conducted covering complete view of each lab and candidates appearing in the exam.

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6	23	5.6		"Standard functional web camera should be available on all the individual candidate system for online use by the examination software such as random photo click	As per RFP video recording is being done in each lab, and having a camera on each system will lead to additional cost. Hence we suggest this web cam requirement at each system should be reconsidered.	Bidder shall provide the list of examination centres where Standard functional web camera are available on all the individual system for online use by the examination software such as random photo click. However, the bidder has to provide the quote in case the web cam facility is required in some special examination. The examinations requiring such features shall be scheduled at such examination centres only.
7	26	2 (II)(a)	APTECH NSE.IT, EDUQUITY	a) Minimum one Online/Computer Based Examinations of at least 35,000 or more candidates in a single shift in a single day	* Requested you to please increase experience of single shift capacity to 50000 candidates. * Requested to reconsider the single shift number from 35,000 to 14,000 candidates to ensure maximum participation. * We would therefore request you to reduce this condition to 20,000 candidates exams conducted in a single shift. Kindly consider waiver request and please confirm.	To increase the maximum participation , the condition has been revised as follows: <b>"a) Minimum one Online/Computer Based Examinations of at least 30,000 or more candidates in a single shift in a single day" .</b> <b>Accordingly, Annexure -11 Technical Complaine 2 (B) (3) (a) point is revised as above.</b>
8	28	D II	APTECH	II. The Bidder should have successfully completed Online/Computer based Examination, during last 5 years ending FY 2015-16, where at least one assignments of providing same for any Government organization in India where the value of contract/project/assignment should be equal or more than 10.00Cr (INR) (which is equivalent to the estimated order value per year from NIELIT). The proof of contract value along with completion certificate from the customer shall be submitted.	We request you to please ask for the experience of the project value of more than 20 Cr in INR to ascertain the financial strength of bidder	As per RFP.
9	28	VI	APTECH	If the data centre currently in use by bidder is not Tier 3 or above certified or not physically located in India the bidder shall give a self certificate of acceptance for hosting the examination solution on National Data Center(NDC) / State Data Center(SDC) of Government	Kindly explain why bidder is required to host the solution on SDC/NDC, in case the data centre is not tier 3 or above.	In view of Data privacy, Security issues and availability of services the bidder is required to host the solution on SDC/NDC else data centre must be Teir-3 and physically located in India only.
10	32	7.2.1,G	APTECH	To ensure 3 tier electric power supply	Kindly explain the expectation from 3 tier electric power.	Redundant Power Supply backup up by UPS with further backup of Genset, in order to avoid any failure due to interruption in power supply.

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11	32	7.2.1. I	APTECH	To provide and setup secured software for Authoring and Complete Examination Management Process	We understand that authoring will be done at NIELIT's central location kindly confirm	Authoring will be done by expert in offline mode at distributed locations, which needs to be consolidated centrally, however the Complete Examination Management Process shall be done centrally.
12	33	7.2.2	APTECH	To complete registration process of candidates before start of examination (digital photo, bio-metric finger print, signature, etc.).	We understand that candidate's photo and thumb print needs to be captured before the start of exam at each exam centre and signature needs to be taken on hard copy attendance roster	Yes
13	1 , 4		All Participant Bidders	General Query	Last date for Bid Submission on Page 1 is shown as 17th Aug whereas on Page 9 it reads 29th Aug. Kindly confirm correct last date for submission.	Last Date of Bid Submission be read <b>as 31st August 2016(Wednesday) upto 5:00 PM Date and Time of Opening of Technical Bid: 1st September 2016 (Thursday) at 11:00 AM</b>
14	10		NSE.IT	EMD	a. Would it be possible to pay the EMD as a Bank Guarantee? If yes then would NIELIT have a format? Else can selected bidder use own Format?	As per RFP.
15	16	5.2.4	NSE.IT	The Selected Bidder will ensure the Internet Connectivity at the exam centre....	a. For the software developed and implemented by NIELIT please confirm the internet bandwidth requirement per terminal. b. We assume NIELIT implemented exam software can run on LAN based model to avoid dependency on Internet. Please confirm. Please share NIELIT implemented Exam Software related OS and other software pre-requisites as well Database (Oracle/SQL) required to be installed by Selected Bidder for deploying exam software on central master server and local exam servers.	Refer Annexure-14 of RFP. NIELIT conducts examination in two modes i.e. 1. Completely Online in which Internet is required at the Start and End of the Examination for each candidate. 2. Semi-Online in which Internet is required only at the Start of the Examination for each candidate. In this case, a server needs to be established and LAN needs to be configured as per the specifications.
16	17	5.2.5	NSE.IT	The Examination centre locations will be conveyed to the selected bidder for establishing examination centres across country as per guidelines....	a. We assume city wise count of candidates, other details etc. will be provided by NIELIT to Selected Bidder min. 40 days prior to exam date in order to plan for flawless exam, booking test venues, scheduling and admit card generation, etc. Please confirm how many days in advance would city wise counts be provided to Selected Bidder. If the hosting is for few specific months, please confirm the number of days/months for hosting prior to each exam.	Normally, City wise count of candidates shall be provided to the successful bidder at least 20 days prior to exam date, However, it is expected from the bidder to execute some high end and urgent examination on short notice of 7 (seven) days as well.

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17		General queries	NSE.IT	Registration Portal	Please clarify whether hosting of registration will be throughout the year or for few specific months only before specific exam drive.	It may vary according to the specific course. e.g. For CCC/BCC, registration is open throughout the year. For some other examination, registration may be done for a specific period.
18		General queries	NSE.IT		a. Please confirm expected number of exam event/drives per month / year	a. Refer Annexure 8
					b. Please provide the list of cities where exam would need to be conducted PAN INDIA	b. Refer New Annexure-19
					c. Please clarify the exam window i.e. Single day / Multiple days	c. Refer Chapter -2
					d. Please confirm tentative go live of Registration portal and first online exam date.	d. Go Live of Registration portal will be within First two months after award of work and first online exam will be conducted within three months after award of work.
19	19		NSE.IT	Question bank	a. We assume that the Qbank content will be provided by NIELIT. Please confirm.	YES
20	19		NSE.IT	Command Center Module	a. For Control Room at NIELIT, we assume except for Space , ISP and Furniture all hardware, Software, etc. has to be provisioned by the Selected Bidder. Please confirm.	YES
21	21	5.3	NSE.IT	3. To Setup helpdesk of 5 seats minimum....	Please specify the period (duration in days) of Helpdesk hosting for each exam event. Is it required round the year or for specific period for each exam event?	Help desk (Background Noise Free) shall be provided on all days support during the period of contract by the bidder.
					a. Please specify the location of helpdesk – Can it be set at Selected Bidder’s office? We assume both telephony and email support shall be required. Please confirm as this cost impact.	a. Location of helpdesk shall be at Bidder’s place and includes both telephone and email support.
22	21	5.3	NSE.IT	Software Features mentioned in broader responsibilities of the selected bidder.	We assume the software features mentioned under responsibilities of selected bidder is applicable only in case of selected bidder’s software being used. NIELIT implemented software already has all features mentioned in this clause.	Yes, All hardware and software etc. has to be provisioned by the selected bidder.
23	22	5.4	NSE.IT	Online Admit card issuance	a. Please confirm if Admit card need to be sent as attachment in email to candidates or need to be hosted on portal for candidates to download and print.	Admit cards need to be uploaded on the portal for downloading and printing.

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24	44	Clause 15	NSE.IT	Penalty clause and Liquidated damages	<p>a. Remark:  (1) Firstly, before levying any penalty for delay / default solely attributable to Bidder, NIELIT should serve at least 7 days prior written notice mentioning reasonable time period for Bidder to rectify / remedy such delay / default. If Bidder is unable to rectify / remedy such delay / default during the cure period, then only penalty to be levied. Further, thereafter, penalty if attributable to Bidder then should be maximum 1% of Bid value for delayed stage.</p> <p>(2) If delay adversely affects conduct of examination, then NIELIT shall serve atleast 15 days prior written notice to Bidder before forfeiting SD / Performance security.</p>	a. As per RFP
					<p>b.Remark: ( 1) Firstly, before levying any penalty for delay / default solely attributable to Bidder, NIELIT should serve atleast 7 days prior written notice mentioning reasonable time period for Bidder to rectify / remedy such delay / default. If Bidder is unable to rectify / remedy such delay / default during the cure period, then only penalty can be levied. Further, thereafter, penalty if attributable to Bidder then should be maximum 1% of order value per week. .</p>	b. As per RFP
					<p>c. Remark: ( 1) Firstly, before levying any penalty for delay / default / failure, etc solely attributable to Bidder, NIELIT should serve atleast 7-15 days prior written notice mentioning reasonable time period for Bidder to rectify / remedy such delay / default / failure. If Bidder is unable to rectify / remedy such delay / default / failure during the cure period, then only penalty can be levied. Further, thereafter, penalty if attributable to Bidder then should be maximum 1% of Bid value for delayed stage per week and not per day.</p>	c. As per RFP

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25	61	Annexure 6 Financial Bid	NSE.IT		Please clarify on price to be quoted for Online Registration Module/service per candidate to be quoted under which head? Please clarify on the price for various software modules required for capture of different data during different stages as detailed on Page 19-20 to be quoted under which head?	All costs related to various modules come under End to End Solution and must be quoted under "Examination Software Services (ii)"
26	64	Annexure 6 Financial Bid	General	Jammer service	We assume that the necessary permissions procurement from government body for installation of jammers & hardware (if required) will be the responsibility of NIELIT. Please confirm.	The requirement of Jammer is withdrawn. Accordingly the Financial Bid shall be revised. All Bidders are requested to quote '0' (Zero) in column (viii) Jammer in BOQ format- Annexure 6. If any bidder quoted the rates other than zero against jammer, that shall not be considered for the purpose of L1 calculation.
27	65	Annexure 7	<u>NSE.IT</u>	Schedule of Online Examination conducted by NIELIT	Please confirm if the no. of days in each exam cycle mentioned for different exam is per month or per annum ?	No. of days in each exam cycle mentioned in Annexure -7 is per month
28	21	Chapter - 5 Terms of Reference, Clause 5.3 Responsibilities of the Bidder, Sub-clause- 9	TCS	To extend full support to NIELIT as the complete project will be executed under the close supervision of NIELIT. NIELIT will exercise full control over the activities awarded to the Bidder and the Bidder will have to ensure the adherence of the time schedule as well as meeting the hardware and technical requirements for the implementation, commissioning & successful conduct of computer based Examination as per RFP and agreement.	Requested following changes to the existing clause: To extend full support to NIELIT as the complete project will be executed under the close supervision of NIELIT. NIELIT will exercise full control over the activities awarded to the Bidder and the Bidder will have to ensure the adherence of the time schedule as well as meeting the hardware and technical requirements for the implementation, commissioning & successful conduct of computer based Examination as per the Contract signed between both the parties.	As per RFP
29	31-35	Chapter7, Deliverables from the bidders	TCS	Note: 1. The bidder shall be responsible to resolve all the complaints/grievances received by NIELIT/the Bidder in a time bound manner for the examinations conducted at different locations by the bidder. Examination wise time schedule shall be communicated with the order for the particular examination. Each complaint/grievance shall be addressed by the bidder as soon as possible but within a time frame of 5 days or as decided by the NIELIT.	1. The bidder shall be responsible to resolve all the complaints/grievances received by NIELIT/the Bidder from the candidates in a time bound manner for the examinations conducted at different locations by the bidder. Examination wise time schedule shall be communicated with the order for the particular examination. Each complaint/grievance shall be addressed by the bidder to NIELIT as soon as possible but within a time frame of 5 days or as decided by the NIELIT.	As per RFP

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				2. NIELIT shall provide the schedule of different examinations to be carried out by the successful bidder on behalf of NIELIT and it is the primary duty of the successful bidder to strictly adhere to the time-lines following procedure and processes and provide requisite services efficiently and effectively as per the provisions mentioned in the RFP and as per the standard process including the specified schedules of NIELIT. Failure to do NIELIT shall have the right to withdraw the contract at any point of time during the period of contract as per the RFP terms/ agreement and the successful bidder shall be responsible for such non-compliance and termination.	2. NIELIT shall provide the schedule of different examinations to be carried out by the successful bidder on behalf of NIELIT and it is the primary duty of the successful bidder to strictly adhere to the time-lines following procedure and processes and provide requisite services efficiently and effectively as per the the mutually agreed terms and conditions in the Contract. Failure to do NIELIT shall have the right to withdraw the contract at any point of time during the period of contract as per the Contract terms. All such redressal of grievances and complaints shall be in the form of support only and which will be provided by the bidder to the NIELIT.	As per RFP
30	40-41	Chapter -10, Proposed Contract Terms, Clause 5, Applicable Law,	TCS	B.b) Governing Law and Choice of Forum :	Requested following changes to the existing clause: B.b) Governing Law and Choice of Forum :	As per RFP
				II. Any suit/legal action filed by any third party on account of the services provided by the contractor (Successful Bidder) against any item related/pertaining to this project shall be settled by the contractor at his own cost. NIELIT will NOT be a party to the same.	II. Any suit/legal action filed by any third party on account of the breach of any third party IPR by the contractor (Successful Bidder) for the reasons solely and entirely attributable to the contractor shall be settled by the contractor.	
31	41	Chapter -10, Proposed Contract Terms, Clause 6, Deliverables	TCS	The bidder whose bid is finally accepted and awarded work by signing the contract shall arrange to start the services as mentioned in the bid document as per deliverables in this RFP including but not limited to as mentioned in Chapter 7 of this RFP document.	Requested following changes to the existing clause: The bidder whose bid is finally accepted and awarded work by signing the contract shall arrange to start the services as agreed between the parties in the Contract.	As per RFP
32	41	Chapter -10, Proposed Contract Terms, Clause 8, Terms of Payment,	TCS	d) Payment Schedule shall be as under: I. 75% after successful conduction of the examination of respective examination cycle against pre-receipt of invoices along with all supporting documents.	Requested following changes to the existing clause: d) Payment Schedule shall be as under:	As per RFP

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
				II. Remaining 25% after 30 days of the successful completion of the examination Cycle, if no violation of contract terms by the bidder is detected within this period.	I. 100% after successful conduction of the examination of respective examination cycle against pre-receipt of invoices.	As per RFP
				e) The successful bidder has to sign an agreement on non-judicial stamp paper which shall also contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.	e) The successful bidder has to sign an agreement containing mutually agreed terms and conditions on non-judicial stamp paper.	As per RFP
				f) In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.	f) In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency.	As per RFP
				g) During the examination if any malpractice is established or there is any question paper leak etc. where the examination activities through-out the centres are affected and/or the image of the NIELIT is tarnished due to such act/incident for which the examination needs to be re-conducted the entire cost for conducting the re-examination shall be borne by the bidder other than imposing such LD and/or Penalty and/or Damages as the case be.	g). Delete this clause	As per RFP

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				h) During the examination if any malpractice or any incident of such nature is established at any specific examination centre(s) wherein the examination needs to be re-conducted the entire cost for conducting the re-examination at such centre(s) shall be borne by the bidder. Similarly, due to any reason attributable to the successful bidder, wherein the examination needs to be re-conducted due to such reason the entire cost for conducting the re-examination for such candidates or at such centre(s) shall be borne by the bidder. However, the other centres where the examinations are conducted successfully in a hassle free, fair & transparent manner the payments for all those centres can be released as per the schedule keeping aside the case of these said specific candidate(s)/Centre(s). The payment for these cases shall be taken into consideration soon after their settlement as per the terms and conditions of the RFP.	h). Delete this clause	As per RFP
33	42	Chapter -10, Proposed Contract Terms, Clause 9, Standard of performance	TCS	e) The Bidder shall be liable to NIELIT for financial losses by way of any of system and process failure.	requested following changes to the existing clause: e) Delete this clause	As per RFP
34	42	Chapter -10, Proposed Contract Terms, Clause 11, Intellectual Property Rights,	TCS	The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.	requested following changes to the existing clause: Delete this clause	As per RFP
35	43	Chapter -10, Proposed Contract Terms, Clause 13, Performance Security,	TCS	The proceeds of the performance security shall be payable to NIELIT as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by NIELIT for failure.	requested following changes to the existing clause: The proceeds of the performance security shall be payable to NIELIT as compensation for any breach of terms and conditions by the bidder of the agreement signed by both the parties under the Contract.	As per RFP
36	44	Chapter -10, Proposed Contract Terms, Clause 15) Penalty Clause / Liquidated	TCS		requested following changes to the existing clause: Delete this clause.	As per RFP

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37	45	Chapter -10, Proposed Contract Terms, Clause 16, Subcontracts,	TCS	Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon.	requested following changes to the existing clause: Delete this clause.	As per RFP
38	45	Chapter -10, Proposed Contract Terms, Clause 18, Termination,	TCS	a) TERMINATION OF THE CONTRACT	TCS requests following changes to the existing clause: a) TERMINATION OF THE CONTRACT	As per RFP
				The Contract is liable to be terminated if the Contractor:	The Contract is liable to be terminated by either party in the following events:	As per RFP
				i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets; or	i. If one of the party becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets; or	As per RFP
				ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or	ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or	As per RFP
				iii. Abandons the work; or	iii. Delete this point	As per RFP
				iv. Persistently disregards the instructions of NIELIT in contravention of any provision of the Contract; or	iv. Delete this point	As per RFP
				v. Fails to adhere to the agreed program of work; or	v. Delete this point	As per RFP
				vi. Assigns or sublets the work in whole or in part thereof without prior written consent of NIELIT; or	vi. Delete this point	As per RFP
vii. Performance is not satisfactory; or	vii. Delete this point	As per RFP				

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				viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the satisfaction of NIELIT within fifteen days (15) after written notice of such default is provided to the Contractor. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by NIELIT as a result of such termination.	viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the satisfaction of the other party within fifteen days (15) after written notice of such default is provided to the defaulting party. Such termination will be by 15 (fifteen) days notice in writing.	As per RFP
				ix. At any time, the contractor makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from NIELIT.	ix. Delete this point	As per RFP
				x. If the Bidder obtains the contract with NIELIT with illegal measures;	x. If the Bidder obtains the contract with NIELIT with illegal measures;	As per RFP
				xi. Information submitted/furnished by the Bidder are found to be incorrect.	xi. Information submitted / furnished by the Bidder are found to be incorrect.	As per RFP
				xii. The above shall be without prejudice to NIELIT's other rights under the law.	xii. Delete this point	As per RFP
				b) CONSEQUENCES OF TERMINATION	b) CONSEQUENCES OF TERMINATION	As per RFP
				If the contract is terminated by NIELIT for reasons detailed above or for any other reasons whatsoever:	If the contract is terminated by NIELIT for reasons detailed above or for any other reasons whatsoever:	As per RFP
				i. NIELIT shall reserve the right to get work completed at the risk and cost of the contractor and to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies / rights /claims etc. that may be available to NIELIT.	i. NIELIT shall reserve the right to get work completed by any other agency.	As per RFP
				ii. Performance Guarantee Bond/Security in any form submitted by the contractor shall stand forfeited.	ii. Delete this point	As per RFP
				iii. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.	iii. Delete this point	As per RFP

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				iv. All the dues payable to the contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by NIELIT as a consequence of termination of the contract.	iv. All the dues payable to the contractor for the work executed by him before and up to termination shall be released as a consequence of termination of the contract.	As per RFP
39	47	Chapter -10, Proposed Contract Terms, Clause 19, Settlement of Disputes,	TCS	a) General: If any dispute arises between the contractor and NIELIT during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the contractor on the points of dispute. The representation so received shall be examined by NIELIT. The contractor will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.	requested following changes to the existing clause: a) General: If any dispute arises between the contractor and NIELIT during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, 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 award made in pursuance thereof shall be binding on the Parties.	As per RFP
				b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions, it shall be referred to the empowered standing committee for recommendations. The standing committee shall be constituted by DG, NIELIT wherein the Chief Finance Officer and Controller of Examinations or their nominees can be the members beside chairperson and other members as decided by DG, NIELIT.	b) Delete this point	As per RFP

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
				<p>c) Procedure for reference to the Standing Committee: The contractor may present his representation to the Director General, NIELIT along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lacs, within three months from the date of communication of decision by NIELIT.</p> <p>.....</p> <p>..... the decision of the Director General, NIELIT shall be final and binding both on the contractor and</p>	c) Delete this point	As per RFP
40	48	Chapter -10, Proposed Contract Terms, Clause 23, Suspension,	TCS		requested deletion of this entire clause.	As per RFP
41	48	Chapter -10, Proposed Contract Terms, Clause 24, Force Majeure,	TCS	<p>a) Notwithstanding anything contained in the Bid Document, the contractor shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.</p> <p>b) For purposes of this clause "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on the Bidder.</p>	<p>requested following changes to the existing clause: a) Notwithstanding anything contained in the Bid Document, the contractor shall not be liable for forfeiture of security, or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.</p> <p>b) For purposes of this clause "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. .</p>	<p>As per RFP</p> <p>As per RFP</p>

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
				c) If a Force Majeure situation arises, the contractor shall promptly notify to the NIELIT in writing, of such conditions and the cause thereof. ..... .....NIELIT may, terminate this agreement by giving a written notice of a minimum 15 days to the contractor, if as a result of Force Majeure; the contractor is unable to perform a material portion of the services for a period of more than 30 days.	c) If a Force Majeure situation arises, the contractor shall promptly notify to the NIELIT in writing, of such conditions and the cause thereof. Unless otherwise directed by NIELIT in writing, the contractor shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Either Party may, terminate this agreement without liability by giving a written notice of a minimum 15 days to the other, if as a result of Force Majeure; the contractor is unable to perform a material portion of the services for a period of more than 30 days.	As per RFP
42	49	Chapter -10, Proposed Contract Terms, Clause 26, Interpretation,	TCS	e) In case the RFP is silent on the items contained in the bid, the decision of NIELIT shall be final & binding on the Bidder/ Bidders.	requested following changes to the existing clause: e) In case the RFP is silent on the items contained in the bid, the decision taken after mutual discussion between both the parties.	As per RFP
43	50-51	Chapter -10, Proposed Contract Terms, Clause 30, Reviews and Audit,	TCS		requested following additions to the existing clause: Audits and/or inspections under the Contract Agreement shall be conducted during normal working hours of the Bidder solely in connection with the activities in relation to the Contract Agreement and upon reasonable advance written notice of not less than 15 days to Bidder at the cost of NIELIT. NIELIT will comply with the Bidder's reasonable security and confidentiality requirements when accessing locations, facilities or other resources owned or controlled by the Bidder and cooperate with the Bidder to minimize any disruption to the Bidder's business activities.	As per RFP
44	51	Chapter -10, Proposed Contract Terms, Clause 31, Special Terms and Conditions,	TCS	a. The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.	TCS requests following changes to the existing clause: a. The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project..	As per RFP

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
				b. The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.	b. The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement containing mutually agreed terms and conditions on non-judicial stamp paper.. In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency.	As per RFP
45	55	Annexure 1 Request for Proposal (RFP) Form,	TCS	V. We agree to abide by all the conditions mentioned in this RFP Document issued by the Tendering Authority and also the further conditions of the said RFP given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).	requested following changes to the existing Annexure: V. We agree to abide by all the conditions agreed between the parties in the contract.	As per RFP

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
46	57	Annexure 2, Letter of undertaking,	TCS	This bears reference to NIELIT RFP No. Dated _____. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this RFP Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid. We warrant that the service do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent NIELIT from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract. Any owner / stakeholder / employee or group of persons of our company/firm have not been charge sheeted / convicted / punished /debarred for unfair-means in any examination assignment undertaken by our company/firm. The above document is executed on / /2016 at (place) and we accept that if anything out of the information provided by us is found wrong our RFP/ work order shall be liable for rejection.	requested following changes to the existing Annexure: This bears reference to NIELIT RFP No. Dated _____. We, hereby, accept all the terms and conditions that will be mutually agreed between both the parties in the contract. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid. Any owner/stakeholder/employee or group of persons of our company/firm have not been charge sheeted/convicted/punished/debarred for unfair-means in any examination assignment undertaken by our company/firm that would adversely affect our participation in the bidding process. The above document is executed on / /2016 at (place) and we accept that if anything out of the information provided by us is found wrong our RFP/ work order shall be liable for rejection. This declaration is based on the information and documents available with the Company and is true to the best of our knowledge.	As per RFP
47	58	Annexure 3, Self-declaration – non blacklisting,	TCS	In response to the RFP No. Dated _____ for <<RFP titled>>_____, I/ We hereby declare that presently our Company/ Firm/ all members of the consortiumis/are having unblemished record and is/are not declared ineligible for any corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body/UGC/AICTE. We further declare that presently our Company / firm is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body/UGC/AICTE on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD and/or Performance Security may be forfeited in full and the RFP if any to the extent accepted may be cancelled.	requested following changes to the existing Annexure: In response to the RFP No. Dated _____ for <<RFP titled>>_____, I/ We hereby declare that presently our Companyis having unblemished record and is not declared ineligible for any corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body/UGC/AICTE as on the date of bidding. We further declare that presently our Company is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body/UGC/AICTE on the date of Bid Submission.	As per RFP

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
48	61-64	Annexure Financial Bid,	6 TCS	2. By submitting the financial bid on e-Procurement portal, bidder agrees and will abide by all the terms and conditions specified in this Annexure as well as this RFP. The quoted rates shall be inclusive of all cost as well as duties and taxes paid or payable	requested following changes to the existing Annexure: 2. By submitting the financial bid on e-Procurement portal, bidder agrees and will abide by all the terms and conditions specified in this Annexure as well as the terms and conditions agreed between the parties in the contract. The quoted rates shall be inclusive of all cost as well as duties and taxes paid or payable	As per RFP
49	77	Annexure 12 Power of Attorney,	TCS		POA shall be as per the company's standard format	As per RFP only
50	81	Annexure-15, 15.1 PENALTY TABLE,	TCS		TCS Legal requests deletion of this entire section.	As per RFP
51	82-87	Pre-contract integrity pact,	TCS	5.3. In case of the successful BIDDER a clause would also be incorporated.....this Pact.	requested following changes to the existing Annexure: 5.3. Delete this point	As per RFP
				6.1. (ii) The Earnest Money Deposit (in pre-contract stage) ..... therefor.	6.1. **(ii) Delete this point.	As per RFP
				(iii) To immediately cancel the contract, ... to the BIDDER.	(iii) To immediately cancel the contract, if already signed.	As per RFP
				(iv) To recover all sums already paid by the BUYER, ..... sum and interest.	(iv) Delete this point	As per RFP
				(v) To encash the advance bank ....., along with interest.	(v) Delete this point	As per RFP
				(vi) To cancel all or any other Contracts with the BIDDER. .... due to the BIDDER.	(vi) Delete this point	As per RFP
				(vii) To debar the BIDDER from ..... to securing the contract.	(vii) Delete this point	As per RFP
(viii) To recover all sums ..... a view to securing the contract	(viii) Delete this point	As per RFP				
(ix) In cases where irrevocable ..... shall not be opened.	(ix) Delete this point	As per RFP				

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
				(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.	(x) Delete this point ***	As per RFP
				7. Fall Clause	7. Fall Clause: TCS requests deletion of this entire clause.	As per RFP
				12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years on yearly basis or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.	12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years on yearly basis or the complete execution of the contract.. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.	As per RFP
52	21	5.3 Responsibility of the bidder, point no 12	<b>TCS</b>	To get STQC certification for performance, load, stress and capacity testing for all modules prior to implementation of the solution for NIELIT e.g. in case of candidate registration module, the solution should support successful concurrence usage of at least 1000 per instance and it should be scalable as per the requirement	requested following changes to the existing Clause:To get Cert-In certification for performance, load, stress and capacity testing for all modules prior to implementation of the solution for NIELIT e.g. in case of candidate registration module, the solution should support successful concurrence usage of at least 1000 per instance and it should be scalable as per the requirement	The clause be read as follows: To get Cert-In certification for performance, load, stress and capacity testing for all modules prior to implementation of the solution for NIELIT e.g. in case of candidate registration module, the solution should support successful concurrence usage of at least 1000 per instance and it should be scalable as per the requirement
53	23	Point no 1	<b>All Vendors</b>	Finger Print/Iris	As Finger Print scanning ensures uniqueness, all participant bidders requested to remove Iris	Finger Print is mandatory whereas Iris will be required in exceptional cases.
54	27	Clause B Software ownership, Point no V	<b>TCS</b>	The online examination software should preferably be certified by STQC for quality and Certified from Cert-IN empanelled vendor for security. The selected bidder will have to get these certifications before deploying the solution for NIELIT	requested following changes to the clause: The online examination software should preferably be Certified from Cert-IN empanelled vendor for security. The selected bidder will have to get these certifications before deploying the solution for NIELIT	The clause be read as : Selected Bidder will have to get the security audit clearance certificate from Cert-IN empanelled vendor on its own cost before deploying the solution for NIELIT.

S. No.	Page No.	RFP Section / Clause	Name of the Bidder (s)	Content of RFP requiring Clarification(s)	Points of Clarifications /Query/ Suggestion	NIELIT Response
55	31	Point no 7.1, sub point 1	TCS	The bidder shall be responsible to resolve all the complaints/grievances received by NIELIT/the Bidder in a time bound manner for the examinations conducted at different locations by the bidder. Examination wise time schedule shall be communicated with the order for the particular examination. Each complaint/grievance shall be addressed by the bidder as soon as possible but within a time frame of 5 days or as decided by the NIELIT	requested following changes to the clause: The bidder shall be responsible to provide required information for all the complaints/grievances received by NIELIT. The Bidder in a time bound manner for the examinations conducted at different locations by the bidder. Examination wise time schedule shall be communicated with the order for the particular examination. Each complaint/grievance shall be acknowledged by the bidder as soon as possible but within a time frame of 5 days or as decided by the NIELIT	Clause be read as follows:The bidder shall be responsible to resolve all the complaints / grievances received by NIELIT or himself by providing required information/data in a time bound manner for the examinations conducted at different locations by the bidder. Examination wise time schedule shall be communicated with the order for the particular examination. Each complaint / grievance shall be addressed by the bidder as soon as possible but within a time frame of 5 days or as decided by the NIELIT

**Annexure- 19 List of the Preferred Online Examination Centres**

AGRA	CHANDIGARH	JIND	NASHIK	SRI GNGANAGAR
AHEMDABAD	CHHATRAPUR	JODHPUR	NAVAPUR	SURAT
AHMEDNAGAR	CHIKHLI	JUNAGADH	NIGDI	SURI
AIZAWL	CHURACHANDPUR	KANPUR	NOWGONG	TALA
AKOLE	DAHOD	KASHIPUR	PANDHARPUR	TALODA
ALIGARH	DELHI	KHAJANI	PANIPAT	TEMBHURNI
ALLAHABAD	DHANBAD	KOLHAPUR	PARBHANI	THANE
ALMORA	DHULE	KOLHAR	PATKUL	TIRORA
AMBAJOGAI	DONGAON	KUDUS	PETVADGAON	TRICHY
AMGAON	ETAH	KURUDWADI	PIMPALNER	TRINULVELI
ANGAR	ETAWAH	LAKHIMPUR KHIRI	PORBANDAR	TRIVANDRUM
ARDHAPUR	FAIZABAD	LAKHNI	RAEBARELI	TUTICORIN
ATPADI	FIROZABAD	LASALGAON	RAHATA	UDAIPUR
AURANGABAD	GADEGAON	LINGNOOR	RAHURI	UDUP
AUSA	GADHINGLAJ	LOVKUSHNAGAR	RAJKOT	VELLORE
AZAMGARH	GANDHINAGAR	LUCKNOW	RAMPUR	VIJAYWADA
BANDA	GANESHWADI	LUNAWADA	RANCHI	VARANASI
BARAMATI	GHAZIABAD	LUNGLEI	SAHARANPUR	VISHAKAPATANUM
BAREILLY	GODHRA	MAHAD	SAKRI	WANI
BARSHI	GONDA	MAHUVA	SANGLI	WARUD
BASTI	GONDIA	MALEGAON	SARDARSHAHAR	WARANGAL
BAZPUR	GORAKHPUR	MANWAT	SATANA	
BEED	GURGAON	MATHURA	SATARA	
BHANDARA	GWALIOR	MAU	SAVE	
BHARATPUR	HALDWANI	MAYNAGURI	SAWANTWADI	
BHIGHWAN	HARIDWAR	MEERUT	SERCHIP	
BHOGAWATI	HISAR	MIRZAPUR	SHAHAD	
BHOKARDAN	HYDERABAD	MORADABAD	SHAHJAHANPUR	
BHOPAL	JAIPUR	MUMBAI	SHEVGAON	
BHUBANESWAR	JALGAON	MUZAFFAR NAGAR	SHIMLA	
BIJNOR	JALNA	NAGPUR	SILVASSA	
BRAMHAPURI	JAMB BK	NANDED	SIRSA	
BUDAUN	JETPUR	NANDURBAR	SOHNA	
BULANDSHAHR	JHANSI	NARAYANGAON	SOLAPUR	