HIGH COURT OF MADHYA PRADESH: JABALPUR

// CLARIFICATION //

No. Reg(IT)(SA)/2018/102

Jabalpur, Dated:16-01-2018

- Subject:- The matter relates to publish the clarification of the Pre-Bid meeting dated: 03rd January, 2018 of the tender regarding the Online Examination (Computer Based Test): Conduct and Processing of Examinations of High Court of Madhya Pradesh, Jabalpur with reference to the tender no. Reg(IT)(SA)/2017/1609, Dated:20.12.2017.
- Ref: Pre-Bid Meeting Dated: 03rd January, 2018 at 11:30 AM at High Court of M.P., Jabalpur.

S.N o.	Page No. & Clause No.	Description	Query of the bidder	Reply / clarification to the query
1	Page No. 6, Pre Examination Phase	The selected bidder is expected to arrange for Jammer facility at all online/ offline Examination Centre as required by the High Court and for this bidder may take help of the High Court.	The bid is for online exams. Please clarify why the words "offline examination centre" are used?	There shall be certain exams in which the candidates have to write paper. Therefore the word offline has been used in the bid document.
2	Page No. 6, Pre Examination Phase	The selected bidder shall make payment for the expenditure incurred on Jammers facility out of money received from candidates through payment Gateway. • The selected bidder will keep amount of portal charges with itself after making payment towards Jammer facility and rest of the amount received as examination fee through payment Gateway shall be deposited in	Payment received from the candidates via online payment gateway will be directly credited to the customer's account. No fees /amount received from candidates shall be credited to account. Kindly Confirm if acceptable	The cost of the jammer is to be added in the candidate fee and the same may be credited to the respective agency account depending upon the number of candidates. The rest of the terms and condition is as per the tender document

Reply / clarification to the pre-bid queries

		Government		
		account.		
3	Page No. 8, Pre Examination Phase	The selected Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on a 24 x 7 basis.	Helpdesk duration is suggested as either 12/7 or 9/7 as It has been 1 observed (for other exams) that call flow is very low post 5 pm. Kindly	The helpdesk duration is modified to all working days and holidays from 08 AM to 8 PM.
	Page No. 14, Clause 4.17, Essential Technical Pre- requisites, Page No. 18, Clause 7.8, Important Instructions,	The bidder should be able to support the entire solution (across MP) on a 24 x 7 basis with a maximum response time of one hour. The bidder should be able to support the entire solution (across MP) on a 24x7 basis with a maximum response time of one hour.	Confirm if acceptable.	
4	Page No. 10, Examination Phase	The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in High Court of Madhya Pradesh, Jabalpur - 482001. The data should be real time data generated from each Exam Centre during the examination.	We understand the monitoring console refer to command centre (a module that enables the customers to supervise Exam Centre activities and it can be accessed from anywhere) .	The monitoring console is to be provided by the bidder in order to monitor and supervise Exam Centre activities on monitoring console and that is to be installed by the Bidder at High Court of Madhya Pradesh, Jabalpur with adequate manpower. The data should be real time data generated from each Exam Centre during the examination process.
5	Page No.12, Post Examination Phase	MIS generation/ customized reports: The selected Bidder shall provide adequate information to the Examination Wing as per the	Kindly Provide more details on MIS generation/ customized reports.	All type of reports which are required by the examination cell shall be required to be prepared by

		requirement of the High Court of Madhya Pradesh, Jabalpur.		the bidder . The MIS report / customize report shall be developed in order to meet the requirement of Examination Cell of the High Court.
6	Page no. 32, ANNEXURE - VI - B. Examination server at each examination centre	Each Examination centre should have fingerprint reader at main gate so that only those examinees are allowed whose fingerprint is stored on Examination server in Examination centre. User biometric information (Finger print / fact recognition) may be, registered at the time of enrollment/ form filling through authorized centre or kiosk only.	We suggest the candidates will be verified at the main gate and allowed to enter the exam center. Before allocation of the seats, the fingerprint of the candidates will be captured. Kindly confirm if acceptable.	Yes; the candidates will be verified at the main gate and allowed to enter the exam center. Before allocation of the seats, the fingerprint of the candidates will be captured again and to be maintain in the database.
7	Page no. 32, ANNEXURE - VI - B. Examination server at each examination centre	Exam Hall must have auto generated encrypted code for paper. Thus auto generated code (id) must be distributed randomly. The first candidate who comes in exam room shall have first code, second shall get second code and likewise.	The Question Paper will be encrypted and password protected in the examination server and will be decrypted when the request from the first candidates comes post user authentication. We request removal of this point	Yes; the question paper will be encrypted and password protected in the examination server and will be decrypted when the request from the first candidates comes post user authentication.
8	Page no. 33, ANNEXURE - VI - B. Examination server at each examination centre	Each examination hall should have at least two CCTV cameras with audio recording facility to the monitoring server not less than 5 Mhz frequency. The camera must have sufficient electricity back up through UPS, so that the movement and activity of	Each examination hall should have at least two CCTV cameras. The camera must have sufficient electricity back up through UPS , so that the movement and activity of Examinee can be recorded in case of power failure.	Yes; each examination center should have at least two CCTV cameras or more in order to fulfill the requirement of the High Court. The camera must have sufficient electricity back

9	Page no. 33, ANNEXURE - VI - B. Examination server at each examination centre	Examinee can be recorded in case of power failure. This data should be uploaded to monitoring server on real time basis The recording of desktop of each Examinee computer should also be uploaded to monitoring server on real time basis which in turn to be secured at the	We understand the recording of desktop of each examinee computer refers to audit trail. Kindly confirm the same	up through UPS, so that the movement and activity of Examinee can be recorded in case of power failure. The data to be uploaded to monitoring server accordingly. The audit trial of each examinee computer should also be uploaded to monitoring server on real time basis which in turn to
	_	monitoring server contemporaneous ly		be secured at the monitoring server contemporane ously.
10	Page no. 33, ANNEXURE - VI - B. Examination server at each examination centre	The Examination Centre must have ISO 27001 certification or must be AICTE or NAAC accredited	The examination center must have all the necessary hardware, software and infrastructure available for conduct the examination.	No Change. But with permission of Hon'ble Committee depending upon the number of candidates, the Center may increase, after inspection by the Committee.
11	Page no. 7, 7. Performance Bank Guarantee(PBG)	Bank Guarantee as per the standard format valid for at least 36 months	Bank Guarantee as per the standard mutually agreed format valid for at least 36 months	The Bank Guarantee to be submitted as per the stand format provided by the High Court.
12	Page No. 14, Clause 4.16, Essential Technical Pre- requisites, Pg. No. 12- 15	The bidder should not have been blacklisted by central / state government departments / undertakings	The bidder should not have been blacklisted by central / state government departments / undertakings as on the day of bidding	The bidder should not be blacklisted by the Central Government / State Government and other Semi Government Department and undertaking of the same is provided by the

				vendor as on
				the date / day
				of bidding.
13	Page No.	6. Evaluation of	6. Evaluation of	The bidder may
	16, Clause	Bids	Bids	submit their
	6.1 ,	Technical	Technical	deviation sheet
	Evaluation	Evaluation	Evaluation	if any along
	of Bids	1 Detailed technical	1 Detailed	with the tender
		evaluation shall be	technical	documents.
		carried out along	evaluation shall be	The rest of the
		with other	carried out along	terms and
		conditions in the	with other	condition as
		tender document to	conditions in the	per the tender
		determine the	tender document	documents.
		substantial	and deviation	
		responsiveness of	sheet submitted by	
		each tender. For	the Bidder to	
		this clause, the	determine the	
		substantially	substantial	
		responsive bid is	responsiveness of	
		one that conforms	each tender. For	
		to all the eligibility	this clause, the	
		and terms and	substantially	
		condition of the	responsive bid is	
		tender without any	one that conforms	
		material deviation.	to all the eligibility	
			and terms and	
			condition of the	
			tender document	
			along with the	
			deviations, if any.	
14	Page No.	8. General	8. General	No change.
1	19-22	Information	Information	
	Clause 8,	****	****	
	Clause 8, General	**** The Responses	**** The Responses	
	Clause 8,	**** The Responses should be	**** The Responses should be	
	Clause 8, General	**** The Responses should be typewritten or	**** The Responses should be typewritten or	
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	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be	**** The Responses should be typewritten or handwritten but there should not be	
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	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction,	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction,	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out,	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out,	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out,	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and	
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	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should	
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	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head. The bidder should	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head	
	Clause 8, General	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.	**** The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on	

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	khs of the High	The bidder should	
	ourt of Madhya	enclose bid	
Pra	adesh, Jabalpur	security (EMD) of	
in i	form of Demand	Rs. 10 Lakhs of	
Dr	aft drawn in a	the High Court of	
fav	or of Registrar	Madhya Pradesh,	
Ge	eneral, High Court	Jabalpur in form of	
	Madhya Pradesh,	Demand Draft	
Ja	balpur or through	drawn in a favor of	
	ink Guarantee as	Registrar General,	
pe	r standard format	High Court of	
	lid for at least 6	Madhya Pradesh,	
	onths. The	Jabalpur or	
	nders without	through Bank	
	/ID shall be	Guarantee as per	
	mmarily rejected.	the mutually	
	exemption for	agreed format valid	
	/D will be	for at least 6	
	tertained. The	months. The	
	ccessful bidder	tenders without	
	all be required to	EMD shall be	
	posit	summarily	
	rformance	rejected. No	
	curity in form of	exemption for EMD	
	nk guarantee	will be entertained.	
	lid for 36 months,	The successful	
	ual to ten percent	bidder shall be	
	0%) of contract	required to deposit	
va	lue within 15	performance	
da	ys from the date	security in form of	
of	the award of the	bank guarantee	
wc	ork.	valid for 36	
		months, equal to	
Th	e EMD of the	ten percent	
un	successful	(10%) of contract	
	ders shall be	value within 15	
	turned without	days from the date	
	erest after award	of the award of the	
-	work to the	work or within such	
	ccessful bidder.	other days as is	
	e EMD of the	mutually agreed by	
	ccessful bidder	the parties.	
	all be returned	The EMD of the	
	ly after the	unsuccessful	
		bidders shall be	
	ning of the		
	ntract along with	returned without	
	rformance	interest after award	
	curity deposit.	of work to the	
	e EMD stands	successful bidder.	
_	feited in case the	The EMD of the	
	der withdraws or	successful bidder	
	nends his bid	shall be returned	
	er submission of	after the signing of	
ter	nder document.	the contract as per	
		the mutually	
		agreed terms and	
	eference,	condition along	
inf	ormation and	with performance	
ce	rtificates from the	security deposit.	
res	spective clients	The EMD stands	
	rtifying technical,	forfeited in case	
	livery and	the bidder	
de			

	execution capability	withdraws or	
	of the bidder should	amends his bid	
	be signed and the	after submission of	
	contact numbers of	tender document.	
	all such clients	Reference,	
	should be	information and	
	mentioned. The	certificates from	
	High Court of	the respective	
	Madhya Pradesh,	clients certifying	
	Jabalpur may also	technical, delivery	
	independently seek	and execution	
	information	capability of the	
	regarding the	bidder should be	
	performance from	signed and the	
	the clients.	contact numbers of	
	****	all such clients	
		should be	
	The High Court of	mentioned. The	
	Madhya Pradesh,	High Court of	
	Jabalpur reserves	Madhya Pradesh,	
	right to award the Work / cancel the	Jabalpur may also independently	
	award without	seek information	
	assigning any	regarding the	
	reason. In case of	performance from	
	differences, if any,	the clients.	
	the decision of the		
	High Court of	****	
	Madhya Pradesh,	The High Court of	
	Jabalpur shall be	Madhya Pradesh,	
	final. The work can	Jabalpur reserves	
	be awarded to one	right to award the	
	or more agencies, if	Work / cancel the	
	need arises.	award without	
	The payment shall	assigning any	
	be in Indian Rupees	reason which shall	
	and shall be paid	be duly informed to	
	only after	the bidder at the	
	successful	earliest. In case of	
	completion of work	differences, if any,	
	without error and	the decision of the	
	delays. The	High Court of	
	successful bidder	Madhya Pradesh,	
	has to sign an	Jabalpur shall be	
	agreement on non-	final. The work can	
	judicial stamp paper	be awarded to one	
	which shall contain	or more agencies,	
	clauses related to	if need arises.	
	liquidated damages	The payment shall	
	on account of	be in Indian	
	delays, errors, cost	Rupees and shall	
	and time over runs	be paid as per the	
	etc. In	mutually agreed	
	case the bidder fails	terms & conditions	
	to execute the	between the	
	contract, the High	parties in the	
	Court of Madhya	Agreement	
	Pradesh, Jabalpur	executed between	
	shall have liberty to	them. The	
	get it done through	successful bidder	
	any other agency	has to sign an	
i I	with full cost	agreement on non-	

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		recoverable from	judicial stamp	
		the bidder in	paper which shall	
		addition to	contain mutually	
		damages and	agreed terms &	
		penalty.	conditions. In	
		Bidders are neither	case the bidder	
		allowed to join	fails to execute the	
		hands to participate	contract, the High	
		in the tender nor	Court of Madhya	
		allowed to submit	Pradesh, Jabalpur	
		multiple bids. Any	shall have liberty to	
		such act will make	get it done through	
		the bid liable for	any other agency.	
		rejection.	Bidders are neither	
		Any disputes arising	allowed to join	
		out of this tender	hands to	
		will be subject to	participate in the	
		the Courts of	tender nor allowed	
		Jabalpur	to submit multiple	
		M.P only.	bids. Any such act	
		···· · ·	will make the bid	
			liable for rejection.	
			Any disputes	
			arising out of this	
			tender 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.	
15	Page No.		9. Appointment of	No change. The
	19-22,		Successful Bidder	performance
L	,			r ·····

Appointment of Successful Bidder Notification of Award Prior to the expiration of the validity period, High Court of Madhya Pradesh, Jabalpur will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public process / public process has not been completed within the stipulated period, High Court of Madhya Pradesh, Jabalpur may request the bidders to extend the validity period of High Successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public process has not been completed within the stipulated period, High Court of Madhya Pradesh, Jabalpur may request the bidders to extend the validity period of the validity period of the successful bidders to extend the validity period of the successful bidders to extend the validity period of the successful bidders furnishing of Performance Bank Guarantee, High Court of Madhya Pradesh, Jabalpur will notify each unsuccessful bidders furnishing of Performance Bank Guarantee The High Court of Madhya Pradesh, Jabalpur may request the bidders furnishing of Performance Bank Guarantee The High Court of Madhya Pradesh, Jabalpur will notify each unsuccessful bidders furnishing of Performance Bank Guarantee The High Court of Madhya Pradesh, Jabalpur will processful bidder and return their EMD. The EMD of successful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee The High Court of Madhya Pradesh, Jabalpur will morvecable, Succeasful prove Succeasful bidder shall be returned only after furnishing of Performance Bank Guarantee The High Court of Madhya Pradesh, Jabalpur will	(Clause 9,	9. Appointment of	****	guarantee to be
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			-	Madhya Pradesh,	
				Jabalpur will	
			unconditional	require the	

	Performance Bank	selected bidder to	
	Guarantee within 15	provide an	
	days from the	irrevocable	
	Notification of	Performance Bank	
	award, for a value	Guarantee within	
	equivalent to 10%	15 days from the	
	of the total cost.	signing of contract	
	The Performance	or within such	
	Guarantee should	other days as is	
	be valid for a period	mutually agreed by	
	of 36 months.	the parties, for a	
	The Performance	value equivalent to	
	Guarantee shall be	10% of the total	
	kept valid till	contract value. The	
	completion of the	Performance	
	project and	Guarantee should	
	Warranty period.	be valid for a	
	The Performance	period of 36	
	Guarantee shall	months.	
	contain a claim	The Performance	
	period of three	Guarantee shall be	
	months from the	kept valid till	
	last date of validity.	completion of the	
	The selected bidder	project. The	
	shall be	Performance	
	responsible for	Guarantee shall	
	extending the	contain a claim	
	validity date and	period of three	
	claim period of the	months from the	
	Performance	last date of validity.	
	Guarantee as and	The selected	
	when it is due on	bidder shall be	
	account of non-	responsible for	
	completion of the	extending the	
	project and	validity date and	
	Warranty period. In	claim period of the	
	case the selected	Performance	
	bidder fails to		
		Guarantee as and when it is due as	
	submit performance		
	guarantee within	per the terms and	
	the time stipulated,	conditions	
	High Court of	specified in the	
	Madhya Pradesh,	Performance	
	Jabalpur at its	Guarantee. The	
	discretion may	High Court of	
	cancel the order	Madhya Pradesh,	
	placed on the	Jabalpur shall	
	selected bidder	invoke the	
	without giving any	performance	
	notice. The High	guarantee as per	
	Court of Madhya	the terms and	
	Pradesh, Jabalpur	conditions agreed	
	shall invoke the	by the parties in	
	performance	the performance	
	guarantee in case	guarantee. ****	
	the selected Vendor	Time Frame	
	fails to discharge	The successful	
	their	bidder would be	
	contractual	required to make	
	obligations during	the system up and	
	the period or High	operational within	
	Court of Madhya	a period mutually	

Prades	h, Jabalpur agreed by the	
incurs a	any loss due parties and also	
to Vend	dors based on mutually	
neglige	nce in agreed terms and	
	g out the conditions as per	
project	signing of	
	entation as Contract.	
	agreed	
terms &	a conditions. Information	
	security and data	
	privacy	
	The successful	
	bidder will be	
	responsible for	
	providing secure	
	systems. The	
	successful bidder	
****	is expected to	
Time F		
	ccessful Information	
	5	
	d to make Management	
	tem up and procedures as per	
	onal within a acceptable	
	of10 days standards with	
	e date of best practices.	
signing	of Contract. The vendor shall	
	be responsible for	
	guarding the	
	Systems against	
	virus, malware,	
Informa	ation spyware and spam	
	y and data infections using the	
securit privacy	y and data infections using the latest Antivirus	
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	the entire system.	subcontractors and	
	The vendor shall	licensees of the	
	have to maintain	Receiving Party, or	
	strict privacy and	its affiliates, who	
	confidentiality of all	have a need to	
	the data it gets	know it in order to	
	access 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	
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		Confidential	
		Information, to	
		execute	
		confidentiality or	
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In such an event, Receiving Party	,		
		U I	
I I High Court of shall promotiv	-	• •	
	High Court of	shall promptly	

r	T	1	
	Madhya Pradesh,	return to the	
	Jabalpur shall,	Disclosing Party,	
	without prejudice to	or destroy, all	
	its any other rights	Confidential	
	or remedies, forfeit	Information of the	
	and appropriate the	Disclosing Party	
	Bid Security or	provided under or	
	Performance	in connection with	
	Security, as the	this Agreement,	
		•	
	case may be, as	including all	
	mutually agreed	copies, portions	
	genuine pre-	and summaries	
	estimated	thereof.	
	compensation and		
	•	Dovmont	
	damages payable	Payment	
	to the Authority for,	Schedules	
	inter alia, time, cost	Total payment will	
	and effort of the	be done as per the	
	Authority, in regard	mutually agreed	
	to the RFP,	terms and	
	including	conditions.	
	consideration and		
	evaluation of such	Fraudulent and	
	Bidder's Proposal.	Corrupt Practices	
		Each Party and	
		their respective	
		officers,	
		employees, agents	
	****	and advisers shall	
		observe the	
	The hidder or High		
	The bidder or High	highest standard of	
	Court of Madhya	ethics during the	
	Pradesh, Jabalpur	Selection Process.	
	shall not be liable	Notwithstanding	
	for delay in	anything to the	
	-		
	performing his/her	contrary contained	
	obligations resulting	in this RFP, High	
	from any force	Court of Madhya	
	majeure cause as	Pradesh, Jabalpur	
	referred to and/or	shall reject a	
	defined above. Any	Proposal without	
	,	•	
	delay beyond 30	being liable in any	
	days shall lead to	manner	
	termination of	whatsoever to the	
	contract by parties	Bidder, if it	
	and all obligations	determines that the	
	expressed	Bidder has, directly	
	•		
	quantitatively shall	or indirectly or	
	be calculated as on	through an agent,	
	date of termination.	engaged in corrupt	
	Notwithstanding	practice, fraudulent	
	this, provisions	practice, coercive	
		-	
	relating to	practice,	
	indemnity,	undesirable	
	confidentiality	practice or	
	survive termination	restrictive practice	
	of the contract.	(collectively the	
		"Prohibited	
		Practices") in the	
		Selection Process.	
		In such an event,	
		In such an event, High Court of	

		****	Madhya Pradesh, Jabalpur shall, seek such remedies as is available under the	
			relevant court of law.	

			The bidder or High Court of Madhya Pradesh, Jabalpur shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay in material portion of the services beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. All the payments for services rendered till such date termination shall be made by the High Court of Madhya Pradesh, Jabalpur.	
16	Pg. No. 36	WE CERTIFY	**** WE CERTIFY	No change.
	C E R T I F I C A T E S,	THAT: 1. We will not LEAK / DISCLOSE any information of High Court of Madhya Pradesh to any other institutions/organiza tions, bodies and also in the market on the rates less than the prices quoted by us to the High Court. 2. The rate of	THAT: 1. We will not DISCLOSE without a prior written consent any information of High Court of Madhya Pradesh to any other institutions/organiz ations, bodies 2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with	

				,
		TAXES / DUTIES	the provisions of	
		mentioned in the tender is in	the rules in all	
			respects and the	
		accordance with the	same is payable to the Authorities.	
		provisions of the	3. The services	
		rules in all respects and the same is	offered shall be of	
		payable to the Authorities.	the quality strictly in accordance with	
		3. The services	the particulars as	
		offered shall be of	detailed in the	
			tender response.	
		the best quality strictly in	4. The information	
		accordance with the	furnished by us in	
		particulars as	the tender and	
		detailed in the	deviation sheet are	
		tender.	based on the	
		4. The information	information and	
		furnished by us in	documents	
		the tender are true	available with the	
		and correct to the	company and are	
		best of our	true and correct to	
		knowledge and	the best of our	
		belief.	knowledge and	
			belief.	
			5. We have read	
			and understood	
		5. We have read	the rules,	
		and understood the	regulations, terms	
		rules, regulations,	and conditions of	
		terms and	tender as	
		conditions of tender	applicable from	
		as applicable from	time to time and	
		time to time and	agree to abide by	
		agree to abide by	them along with	
		them.	the deviation	
			sheet.	
17	Page No.	ISO	We request the	No Change;
	15, Scoring	27001/ISO20000/IS	following changes	The bidder
	Model,	O9001 - 5 Marks	to the clause	should submit
	Technical	CMMi level 3 with		all the required
	Capability -	ISO 27001 - 10	CMMI Level 3	documents as
	1.1.2 -	Marks	(Service or	desired in the
	CMMI Level	CMMi level 5 with	Development) - 5	tender
		ISO 27001 - 15	Marks	document.
		Marks	CMMi level 3	
			(Service and	
			Development) - 7 Marks	
			CMMi level 5	
			(Service or	
			Development) - 10	
			Marks	
			CMMi level 5	
			(Service and	
			Development) - 15	
			Marks	
18	Page No.	Average annual	We request the	No change;
	15, Scoring	turnover from	following changes	Submit the bid
	Model,	examination service	to the clause	as per the
	Financial	for the period 2014-		tender
1			<50 Crore INR - 2	document.
	Capability -	2015, 2015-2016,		uuuumem.

	100	2010 2017	Marka]
	1.2.2	2016-2017 <50 Crore INR - 2 Marks >50 - 70 Crore INR - 5 Marks >75 Crore INR - 10 Marks	Marks >50 - 100 Crore INR - 5 Marks >100 Crore INR - 10 Marks As the minimum criteria set by the Hon. High Court is 50 Cr, We wish to keep the above table for slab uniformity	
19	Page No. 16, Specific Capability / Experience of the Bidder relevant to the assignment (SC) - 1.3.3	Infrastructure Capability in India (Proof to be submitted) <=100,000 - 2 Marks 100,001 - 200,000 - 5 Marks >200,000 - 10 Marks	We request the following changes to the clause Owned Infrastructure Capability in Madhya Pradesh available 24X7 basis (Proof to be submitted) <=4,000 - 2 Marks 4,001 - 8,000 - 5 Marks >8,000 - 10 Marks As the exam would be conducted in Madhya Pradesh, The Owned Infrastructure would add value to the existing infrastructure in MP and capacity availability would be 24 X 7.	Infrastructure Capability in India (Proof to be submitted) <=10, 000 - 2 Marks 10,001 – 20, 000 - 5 Marks >20,000 - 10 Marks. But the vendor has to setup complete infrastructure at High Court Level or at State Capital Level in the State of M.P. for execution of the project.
20	Page No. 6, Clause no. 4	The selected bidder is expected to arrange for Jammer facility at all online/ offline Examination Centre as required by the High Court and for this bidder may take help of the High Court.	We would like to bring to your kind notice that, as per the circular "Jammer Policy of the Government of India. 14 July, 2016" available on Cabinet Secretariat website dated: 14 th July 2016, detailed below Page 1 • PROCUREMENT OF JAMMERS For procurement and use of jammers by State/Union Territories, Defence forces and Central Police	The jammer shall be arranged by the High Court in coordination with the respective / selected vendor and Government Agency.

	[[0 1 / / 070	1
			Organization(CPO	
			s), norms have	
			been evolved by	
			the O / o	
			Secretary(Security)	
			, Cabinet	
			Secretariat. Private	
			sector organization	
			and or private	
			individuals cannot	
			procure/use	
			jammers in India.	
			These norms take	
			into account the	
			need to guard	
			against random	
			proliferation of	
			jammers as well as to ensure that	
			jammers installed	
			•	
			do not unduly interfere with the	
			existing mobile	
			phone networks.	
			Page 10	
			Jammers can be	
			bought/used by	
			Ministries/Departm	
			ents of Govt. of	
			India, State	
			Governments/Unio	
			n Territory	
			Administration	
			(Defence Forces,	
			Central Security	
			Organizations,	
			Police	
			Departments and	
			Jail Authorities),	
			and statutory	
			examination	
			conducting bodies	
			of Govt. of	
21	Page No. 6,	The selected bidder	India/ State	The jammer
	Clause no. 5	shall make payment	Governments/Unio	shall be
		for the expenditure	n Territory	arranged by
		incurred on	Administrations.	the High Court
		Jammers facility out	Private sector	in coordination
		of money received	organizations	with the
		from candidates	cannot procure/use	respective /
		through payment	jammers in India.	selected
		Gateway.	 Inviting open 	vendor and
			tender from	Government
			unauthorized	Agency.
			manufacturers is a	
			violation of the	The selected
			policy of	bidder shall
			Government of	make payment
1			India. At present	for the
			oniv in mor model	expenditure
			only jammer model	-
			manufactured by ECIL/ BEL and	incurred on Jammers

			evaluated by SPG	facility out of
			& IB can be	money
			bought.	received from
			Page 11	candidates
			• How is	through
			permission for	payment
			statutory	Gateway.
			examination	•
			conducting bodies	
			granted?	
			The same	
			procedure is	
			followed. These	
			bodies are not	
			expected to buy	
			jammers but	
			deploy jammers at	
			examination halls	
			from approved	
			vendors (at	
			present M/s ECIL	
			& M/s BEL) on	
			lease basis.	
			However,	
			examination	
			conducting bodies	
			are encouraged to furnish their	
			calendar of	
			examinations	
			annually to this	
			Office so that	
			permission can be	
			granted at one go	
			on annual basis.	
			For this purpose,	
			examination	
			conducting bodies	
			are requested to	
			submit their	
			proposals in	
			proforma-II	
			(hyperlink)	
			complete in all	
			respects.	
			Private sector	
			organization and or	
			private individuals	
			cannot procure/use	
			jammers in India.	
	Deers No. 7	The colorised D' !!		No ob ser es
22	Page No. 7,	The selected Bidder	While it is	No change.
	Clause No.	shall provide	understood that	
	3	consulting, training	the selected bidder	
		and manpower	has to arrange for	
		support to handle	the required IT infrastructure, we	
		the entire		
		the entire	-	
		Examination. The	would request that	
		Examination. The required Hardware,	would request that the mode of	
		Examination. The	would request that	

23	Page No. 8, Clause no. 1	including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid. The selected Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on a <u>24 x 7</u> basis	be left with the bidder to decide, as different software has different internet requirement. We would also like to highlight that hiring of leased line for internet connectivity would be a cumbersome process Request clarification weather the helpdesk would be <u>toll-free or non-toll</u> <u>free</u>	The selected bidder shall provide support to examination / candidate from 08 AM to 08 PM on all working days and holidays. The helpdesk should be toll- free.
24	Page No. 12, Clause No. 4. Essential Technical Pre- requisites - Point 4	The bidder must have successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in 15 or more cities with capability of 25,000 or more candidates in single shift. The documentary evidence in form of work Order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation).	Requesting to kindly modify the clause as below: The bidder must have ongoing / successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in 15 or more cities with capability of 25,000 or more candidates in single shift. The documentary evidence in form of work Order / contract and performance report/ must be enclosed on the client's letterhead/ Company secretary Certificate. (Bidder's past achievement in this regard shall be considered for technical evaluation)	Yes change; bidder must have ongoing / successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in 15 or more cities with capability of 20,000 or more candidates in single shift. The documentary evidence in form of work Order / contract and performance report/ must be enclosed on the client's letter head/ Company secretary Certificate. (Bidder's past

				achievement in this regard shall be considered for technical evaluation).
25	Page no. 14, Clause no. 4. Essential Technical Pre- requisites - Point 17	The bidder should be able to support the entire solution (across MP) on a24 x 7 basis with a maximum response time of <u>one hour</u>	The one hour response time is too stringent therefore requesting to kindly relax this criteria. Also, there is a contradiction of this same clause in page 18: "8. The Bidder should be able to support the entire solution (across MP) on a24 x 7 basis with a maximum response time of 3 hours." Hence request department to change this clause to registering of the issue within 3 hours, and resolution of the same based on the severity of the issue.	The selected bidder shall provide support to examination / candidate from 08 AM to 08 PM on all working days and holidays. The support should be provided with in time of one hour.
26	Page No. 15, Clause No. 5. Scoring Model - 1.1.1	 Legal Structure 5 Marks Partnership/Pro prietary – 1 mark Private Limited- 3 marks Public Limited- 5 marks 	Requesting to kindly remove this clause since it is irrelevant	No change.
27	Page No. 15, Clause no. 5. Scoring Model - 1.1.2	CMMi level - 15 marks 1. ISO 27001/ISO2000 0/ISO9001 – 5 marks. 2. CMMi level - III with ISO 27001- 3. CMMi level V with ISO 27001 – 15 marks	Since <u>CMMi is</u> only applicable for software development projects and this is a product based project, we request to kindly remove the CMMi clause and modify as mentioned below: 1. ISO 9001:2008 – 5 Marks 2. ISO 9001:2008 & 27001:2013 - 10 Marks ISO 9001:2008 & 27001:2013 and Certification of at	No change.

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			least one assessment tool by CERT-IN empaneled agency -15 marks.	
28	Clause No. 5. Scoring Model - 1.3.2	No of cities covered in a single project in India in last three year (as on date of bid submission) "< 100 cities- 2 marks 100 - 200 cities- 5 marks > 200 cities- 10 Marks"	Requesting to kindly modify the clause as below: No of cities covered in a single project in India in last three year (as on date of bid submission) "< 15 cities- 2 marks 15 – 30 cities- 5 marks > 30 cities- 10 marks"	Yes changed. No of cities covered in a single project in India in last three year (as on date of bid submission) "< 15 cities- 2 marks 15 – 30 cities- 5 marks > 30 cities- 10 marks"
29	Clause No. 5. Scoring Model - 1.3.4	Primary Data Center with Secondary DC site to be managed by the bidder for data Security- 20 Marks 1. Tier III DC infrastructure with Secondary DC Outsourced by the bidder – 5 Marks 2. 'Tier III DC infrastructure with Secondary DC owned by the bidder- 10 Marks. 3. 'Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure- 20 Marks	Request to please note that Cert-IN certification is for application security and not for Data centre security. Therefore request to kindly consider Meity empanelment against Data security and modify the clause as below: The Bidder should have hosted the application in a data center. The data centers proposed by the service provider should be a Tier - III 20 Marks 1. Bidder should have Data centre with partner with Tier III or above – 5 Marks 2. Bidder should have Data centre with partner with Tier III or above and should be Meity Empaneled - 10 Marks. 3. Bidder should have Data centre with partner with	Yes change to Primary Data Center with Secondary DC site to be managed by the bidder for data Security- 20 Marks 1.Tier III DC infrastructure with Secondary DC Outsourced by the bidder – 5 Marks 2.'Tier III DC infrastructure with Secondary DC owned by the bidder- 10 Marks. 3.'Tier III DC infrastructure with Secondary DC owned by the bidder infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification 20 Marks.

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			Tier III or above, Meity Empaneled, ISO 27001 Certified. From the application perspective the bidder should have Certification of at least one assessment tool by CERT- IN empanelled agency- 20 Marks	
30	Page No. 23, Clause No. 9. Appointment of Successful Bidder- Time Frame	The successful bidder would be required to make the system up and operational within a period of <u>10 days</u> from the date of signing of Contract	Requesting to kindly finalize this criteria after a mutual discussion between the Client and Bidder at the time of Signing of the contract	Yes accepted.
31	Page No. 25, Clause No. 9. Appointment of Successful Bidder- Limitation of Liability	The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the High Court of Madhya Pradesh, Jabalpur for the Service that gives rise to such liability during the twelve month period immediately preceding such claim.	Requesting for the following change: "Limitation of Liability to be limited <u>to 10%</u> of overall project cost".	No Change.
32	Page No. 21, Clause No. 8. General Information – Payment schedule	The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. 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 runs etc.	Request to provide clarity on the SLAs, liquidated damages etc. Additionally, the agreement shall be defined on mutual consent	No change.
33	General	-	Request addition	In case of any
			of the following	dispute

			effect: Resolution of Disputes: "All disputes shall be dealt with in accordance with the Arbitration and Conciliation Act 1966, irrespective of the value of contract. The Tribunal shall consist of a 3 member panel. Client and Service Provider shall appoint one Arbitrator each and the third person, Neutral Arbitrator, shall be jointly appointed by the Judges. The decision of the panel shall be binding on all the parties.	following arbitration clause will apply:- Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice of High Court of M.P., Jabalpur. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall be at Jabalpur only. The expense of arbitration will be incurred by the parties asked and subject to final award. The Arbitration & Reconciliation Act 1996 and the rules there under, any statutory modification thereof for the time being in force shall be
				modification thereof for the time being in
34	Page No. 6, Clause No. Pre- Examination Phase	The selected bidder shall make payment for the expenditure incurred on Jammers facility out of money received from the candidates through payment Gateway. The selected bidder will keep amount of	Generally, the procedure is to create an escrow account where the receiving amount is split between the Client/Department (High Court Jabalpur, in this case) and the Service provider	The cost of jammer facility is not to be added in the commercial / price value. Since it is the fixed charges that is to be paid to the respective

		portal charges with itself after making payment towards jammer facility and rest of the amount received as examination fee through payment gateway shall be deposited in Government account	(Bidder) on the agreed contract pricing. Also, providing jammer is part of the operations and will be accounted for in the total commercial value. Hence, the department is requested to please modify as per the above clause	agency for availing the facility of jammer during the conduct of examination.
35	Page No. 7, Pre- Examination Phase	The selected bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract	The timelines mentioned herewith is too stringent. Request the department to please reconsider the timelines since Registration is also the bidders' responsibility	No change
36	Page No. 8, Examination Phase	Manpower required at Examination centres	Kindly clarify if this is a full time requirement. Full time loading of resources in the examination centres is not required and it can be made sure that the Bidder ensures required manpower during conduct of examination only. Further, a full time resource will only add additional cost to the Department.	Yes; the man power is not required fulltime and the requisite manpower can be made available during process of conducting of examination.
37	Page No. 8, Examination Phase	The biometrics taken at this stage shall be used later on for authentication purposes	Request the department to clarify what is the expectation from Bidder on this specific requirement.	It is expected from the bidder that proper biometrics attendance of the candidates are to be recorded so that the selected candidates, the same can be verified at the time of final examination / interview.
38	Page No. 10, Examination	At the end of the exam, transfer/export of	These are very stringent timelines. Request revisit of	No change.

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39	Page No. 12, Clause No. 4. Essential Technical Pre- requisites.	candidate response and audit trails shall be done by the bidder on secured channel from local server to Central server of the bidder within 1 hour from each exam centre 3) The average annual turnover of the bidder should be at least Rs. 25 crores during last 3 financial years. The turnover should be of the bidder and not of the group companies. The turnover refers to a company turnover and not the composite turnover of its subsidiaries/sister concerns etc. for 2014-15,2015-16 and 2016-17	the same To ensure integrity of the examination service provider, this clause may be hiked to at least Rs.200 Crores during the last three (3) financial years.	The bidders Average Annual Turnover during last three years should be Rs. 15 Crores or more in India from computer based examinations and other related examination process. (Attached documentary evidence such as audited Balance sheet
40	Page No. 25, Force Majeure	Force Majeure	Force Majeure conditions have to be unconditional	etc) No change.
41	Page no. 33, Annexure – VI	(9) The Examination Centre must have ISO 27001 certification or must be AICTE or NAAC accredited	Request Removal of this clause	No Change. But with permission of Hon'ble Committee depending up on the number of Center, the Center may increase, after inspection by the Committee.
42	Page No. 34, Annexure – VI	Usage of Respondus Lockdown Browser or its equivalent.	The department has mentioned that we can use its equivalent. Instead of specifying a named browser, request department to share the functional requirement of this	The vendor may submit the proposal accordingly to the High court as per the tender document.
43	Page N. 12,	The bidders	browser and seek compatibility from the Bidders The bidders	The bidders

	4.4	Turnover during last three years should be Rs. 25 Crores or more in India from computer based examinations alone (Attached documentary evidence such as audited Balance sheet etc)	Turnover during last three years should be Rs. 15 Crores or more in India (Attach documentary evidence such as audited balance sheet etc.)	Annual Turnover during last three years should be Rs. 15 Crores or more in India from computer based examinations and other related examination process. (Attached documentary evidence such as audited Balance sheet etc)
44	Page No. 12, Point No. 4.7	The bidder must have successfully executed 5 similar project(s) in all India basis, out of which at least one project should be conduct of computer based examination in 15 or more cities with capability of 25,000 or more candidates in single shift. The documentary evidence in form of work order / contract and performance report must be enclosed on the client's letter head. (Bidders past achievement in this regard shall be considered for technical evaluation).	The bidder must have successfully executed 2 similar project(s) in all India basis, out of which at least one project should be conduct of Computer based Examination in 15 or more cities with capability of 10,000 or more candidates in single shift. The documentary evidence in form of work order / contract and performance repot must be enclosed on the client's letter head. (Bidder's past achievement in this regard shall be considered for technical evaluation).	Yes change; bidder must have ongoing / successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in 15 or more cities with capability of 20,000 or more candidates in single shift. The documentary evidence in form of work Order / contract and performance report/ must be enclosed on the client's letter head/ Company secretary Certificate. (Bidder's past achievement in this regard shall be considered for technical evaluation).

45	The average annual turnover of the bidder should be atleast Rs. 25 Crore during last 3 financial years. The turnover should be of the bidder and not of the group companies. The turnover refers to a company turnover and not the composite turnover of its subsidiaries / sister concern etc. For 2014-2015, 2015-16 and 2016- 17.	The average annual turnover of the bidder should be alteast Rs. 25 Crores during last 3 financial years. The turnover refers to the turnover of the company and the composite turnover of its wholly owned subsidiaries / sister concern etc. For 2014-2015, 2015- 16 and 2016-17.	Yes Change; The average annual financial turnover of the bidder should be atleast Rs. 15 Crore during last 3 financial years. The turnover should be of the bidder and not of the group companies. The turnover refers to a company turnover and not the composite turnover of its subsidiaries / sister concern etc. For 2014- 2015, 2015-16 and 2016-17.
46	The bidder must have successfully executed 5 similar projects in all India basis, out of which at least one project should be conduct of Computer based Examination in 15 or more cities with capability of 25,000 or more candidates in single shift. The documentary evidence in form of work order / contract and performance report must be enclosed on the clients letter head. (Bidders past achievement in this regard shall be considered for technical evaluation.)	The bidder must have successfully executed 5 similar projects in all India basis, out of which at least three projects should be conduct of Computer based Examination in 15 or more cities with capability of 25,000 or more candidates in single shift each in last three years ending FY 16-17/ The documentary evidence in form of work order / contract and performance report must be enclosed on the clients letter head. (Bidders past achievement in this regard shall be considered for technical evaluation.)	Yes change; bidder must have ongoing / successfully executed 5 similar project(s) in all India basis, out of which at least one project should be Conduct of Computer based Examination in 15 or more cities with capability of 20,000 or more candidates in single shift. The documentary evidence in form of work Order / contract and performance report/ must be enclosed on the client's letter head/ Company secretary

47	Page No. 5,	Question Paper for	A. We assume the	Certificate. (Bidder's past achievement in this regard shall be considered for technical evaluation). Yes
	Following shall be made available by the High Court of Madhya Pradesh, Jabalpur	the examination	content for all Test Papers and master keys will be provided in required standard xls format. Please confirm.	
			 B. Please confirm min. and max. duration in hrs. of exam for different exam modules. 	Minimum 2 hours and Maximum 3 hours
			C. Please confirm language(s)of QP	Bilingual (Hindi/ _ English)
			D. Please share number of qts. per paper (min and max.)	From 100 question to 200 question.
			E. We assume the questions are MCQ type only. Please confirm.	Multiple choice only
48	Page No. 5, Pre- Examination Phase	The selected Bidder should design the application for candidates to register themselves for the Computer Based Examination	A. Please confirm tentative go live date for the Online Application Portal.	From date of notification.
			 B. Please confirm duration of hosting in months for the Online Application Form. 	About 30 days.
49	Page No. 6, Pre- Examination	The selected bidder is expected to arrange for a	A. We assume the transaction	The charges are to be bear by the

	Phase	gateway for the online submission of fees and portal charges.	 charges for online payment processing will be borne either by High Court or levied to candidates. Please confirm. B. Would there be challan Payment facility too? 	candidates. No; only payment gateway
50	Page No. 6, Pre- Examination Phase	The selected bidder is expected to arrange for Jammer facility at all online/offline Examination Centre as required by the High Court and for thisbidder may take help of the High Court	A. Is Jammer mandatory as it has regulatory as well commercial implications? As per the July 2016, Govt's Jammer Policy document –Private Organizations or individuals cannot procure or use Jammers in India and that prior permission from Secretary (Security) Cabinet Secretariat is required to be taken by the Exam body not by Exam conducting agency. Additionally, Jammers can only be Leased from 2 Organizations approved by the Govt–In view of the above please confirm how should the agency go about this?	The jammers are mandatory but shall arranged by the High Court accordingly with the assistance of the vendors.
51	Page No. 7, Pre- Examination Phase	Exam Centers	A. PI confirm Expected / tentative candidate volume for the exam on a single day since the single session nodes to be provided	(A)Yes, entire State of Madhya Pradesh

 as per the RFP is 25000- pl confirm this would be across MP ? B. We assume exams will be required to be conducted only on Sat/Sun. Please confirm.
C. Please confirm expected Exam Date(s) (C)The Examination is continuous process and there would be chances that in each month the examination process may be conducted accordingly.
D. Please confirm if the exam is to be conducted in Single or Multiple consecutive day(s)
 E. We assume the candidate billing will be as per scheduled candidate (Financial Bid – page 31) who is issued an Admit Card. Please confirm. (E)The billing shall be on the number of candidates applying for the participation in the examination.
F. How many such online computer based exam event/drives are expected to happen in a year?
G. We assume there is no requirement for (G) There is requirement of Security guard

			 Security Guard Frisking with metal detectors. If required, there will be impact in cost. Please confirm. Please share historic trend of candidate counts across each test city for various exams. 	with metal detectors. (H)The historic trend is available along with these clarifications.
			I. PI confirm that this contract would be for 3 years and the Scope would be the same for each year ?	(I)More or less the scope shall be for 3 years. May be renewed further subject to satisfactory performance of the vendor.
52	Page No. 8, Pre- Examination Phase	The selected Bidder shall provide help to candidates through a call center(telephone/e mail) ensuring service quality on a 24 x 7 basis.	We assume the helpdesk with email and telephony support provided for candidates 9.00 am to 6.00 pm on working days will suffice. Please confirm.	The selected bidder shall be provide support to examination / candidate from 08 AM to 08 PM on all working days and holidays.
53	Page No. 15	Scoring Matrix	We request that the Turnover be reduced to Rs 100 crores and the turnover from Examination service to Rs.50 Crores	No change.
54	Page No. 25	Limitation of Liability	We request that this be capped at 10% of the contract value	No Change; As per the tender document.
55	Page No. 16	Certin Certificate	Please Note CertIn Certificate is always issued for the Exam Application or Software not for the Data Center or Infrastructure – we request this condition be tweaked accordingly	No change; Submit the bid accordingly.

Note:-

- The Registrar General, High Court of Madhya Pradesh has full <u>rights to accept or reject any bid</u>, without assigning any reason thereof.
- 2. All Prospective bidders are requested to submit the bid and if there is any deviation in the specifications, please mention the same in the <u>deviation statement sheet</u>. The bids should be hard bound <u>with proper indexing and paging</u>.
- **3.** The above *clarifications* are for all the prospective bidders' for their tender reference and necessary action.
- 4. The last date for submission of this tender is hereby extended to <u>30th January, 2018 before 3:00 PM</u> and the technical bids of the tenders are to be opened on same day at 3:30 PM.
- 5. All future correspondence/ clarifications/ addendum/ corrigendum shall be available on the website of the High Court of Madhya Pradesh i.e. <u>www.mphc.gov.in</u> and Government tender portal <u>www.tenders.gov.in</u>.

Sd/-REGISTRAR GENERAL