

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.

Reply / clarification to the pre-bid queries

S.No.	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

		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 Confirm if acceptable.	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,	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.		
	Page No. 18, Clause 7.8, Important Instructions,	The bidder should be able to support the entire solution (across MP) on a 24x7 basis with a maximum response time of one hour.		
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

		Examinee can be recorded in case of power failure. This data should be uploaded to monitoring server on real time basis		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.
9	Page no. 33, ANNEXURE - VI - B. Examination server at each examination centre	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 monitoring server contemporaneously	We understand the recording of desktop of each examinee computer refers to audit trail. Kindly confirm the same	The audit trial of each examinee computer should also be uploaded to monitoring server on real time basis which in turn to be secured at the monitoring server contemporaneously.
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. 16, Clause 6.1 , Evaluation of Bids	6. Evaluation of Bids Technical Evaluation 1 Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.	6. Evaluation of Bids Technical Evaluation 1 Detailed technical evaluation shall be carried out along with other conditions in the tender document and deviation sheet submitted by the Bidder to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender document along with the deviations, if any.	The bidder may submit their deviation sheet if any along with the tender documents. The rest of the terms and condition as per the tender documents.
14	Page No. 19-22 Clause 8, General Information	8. General Information **** 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 enclose bid security (EMD) of Rs. 10	8. General Information **** 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 and deviation sheet.	No change.

		<p>Lakhs of the High Court of Madhya Pradesh, Jabalpur in form of Demand Draft drawn in a favor of Registrar General, High Court of Madhya Pradesh, Jabalpur or through Bank Guarantee as per standard format valid for at least 6 months. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for 36 months, equal to ten percent (10%) of contract value within 15 days from the date of the award of the work.</p> <p>The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.</p> <p>Reference, information and certificates from the respective clients certifying technical, delivery and</p>	<p>The bidder should enclose bid security (EMD) of Rs. 10 Lakhs of the High Court of Madhya Pradesh, Jabalpur in form of Demand Draft drawn in a favor of Registrar General, High Court of Madhya Pradesh, Jabalpur or through Bank Guarantee as per the mutually agreed format valid for at least 6 months. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for 36 months, equal to ten percent (10%) of contract value within 15 days from the date of the award of the work or within such other days as is mutually agreed by the parties. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned after the signing of the contract as per the mutually agreed terms and condition along with performance security deposit. The EMD stands forfeited in case the bidder</p>	
--	--	--	---	--

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

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

	<p>Clause 9, Appointment of Successful Bidder</p>	<p>9. Appointment of Successful Bidder ****</p> <p>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 procurement 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 bid. The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, High Court of Madhya Pradesh, Jabalpur will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract. ***</p> <p>Performance Guarantee The High Court of Madhya Pradesh, Jabalpur will require the selected bidder to provide an irrevocable, unconditional</p>	<p>****</p> <p>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 procurement 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 bid. The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, High Court of Madhya Pradesh, Jabalpur will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract containing mutually agreed terms and conditions. ***</p> <p>Performance Guarantee The High Court of Madhya Pradesh, Jabalpur will require the</p>	<p>guarantee to be as per the format provided by the High Court.</p>
--	---	---	---	---

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

		<p>Pradesh, Jabalpur incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.</p> <p>****</p> <p>Time Frame The successful bidder would be required to make the system up and operational within a period of 10 days from the date of signing of Contract.</p> <p>Information security and data privacy The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The vendor shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for</p>	<p>agreed by the parties and also based on mutually agreed terms and conditions as per signing of Contract.</p> <p>Information security and data privacy The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The vendor shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. Each Party (the "<u>Receiving Party</u>") shall have to maintain strict privacy and confidentiality of all the data ("Confidential Information") it gets access to by the other Party (the "<u>Disclosing Party</u>") and shall not disclose or disseminate the Confidential Information to any person other than those employees, agents, contractors,</p>	
--	--	--	---	--

		<p>the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.</p>	<p>subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements</p>	
--	--	---	---	--

		<p>Payment Schedules Total payment will be done immediately after sharing the reports. This has to be done as per the amount quoted by the bidder in financial bid.</p> <p>Fraudulent and Corrupt Practices The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, High Court of Madhya Pradesh, Jabalpur shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, High Court of</p>	<p>containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly</p>	
--	--	--	---	--

		<p>Madhya Pradesh, Jabalpur shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.</p> <p>****</p> <p>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 beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.</p>	<p>return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.</p> <p>Payment Schedules Total payment will be done as per the mutually agreed terms and conditions.</p> <p>Fraudulent and Corrupt Practices Each Party and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, High Court of Madhya Pradesh, Jabalpur shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, High Court of</p>	
--	--	--	--	--

		****	<p>Madhya Pradesh, Jabalpur shall, seek such remedies as is available under the relevant court of law.</p> <p>****</p> <p>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.</p> <p>****</p>	
16	Pg. No. 36 C E R T I F I C A T E S,	<p>WE CERTIFY THAT:</p> <p>1. We will not LEAK / DISCLOSE any information of High Court of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.</p> <p>2. The rate of</p>	<p>WE CERTIFY THAT:</p> <p>1. We will not DISCLOSE without a prior written consent any information of High Court of Madhya Pradesh to any other institutions/organizations, bodies..</p> <p>2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with</p>	No change.

		<p>TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.</p> <p>3. The services offered shall be of the best quality strictly in accordance with the particulars as detailed in the tender.</p> <p>4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.</p> <p>5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.</p>	<p>the provisions of the rules in all respects and the same is payable to the Authorities.</p> <p>3. The services offered shall be of the quality strictly in accordance with the particulars as detailed in the tender response.</p> <p>4. The information furnished by us in the tender and deviation sheet are based on the information and documents available with the company and are true and correct to the best of our knowledge and belief.</p> <p>5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them along with the deviation sheet.</p>	
17	Page No. 15, Scoring Model, Technical Capability - 1.1.2 - CMMI Level	<p>ISO 27001/ISO20000/ISO 9001 - 5 Marks</p> <p>CMMi level 3 with ISO 27001 - 10 Marks</p> <p>CMMi level 5 with ISO 27001 - 15 Marks</p>	<p>We request the following changes to the clause</p> <p>CMMI Level 3 (Service or Development) - 5 Marks</p> <p>CMMi level 3 (Service and Development) - 7 Marks</p> <p>CMMi level 5 (Service or Development) - 10 Marks</p> <p>CMMi level 5 (Service and Development) - 15 Marks</p>	No Change; The bidder should submit all the required documents as desired in the tender document.
18	Page No. 15, Scoring Model, Financial Capability -	Average annual turnover from examination service for the period 2014-2015, 2015-2016,	<p>We request the following changes to the clause</p> <p><50 Crore INR - 2</p>	No change; Submit the bid as per the tender document.

	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.

			<p>Organization(CPOs), 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</p> <ul style="list-style-type: none"> • Jammers can be bought/used by Ministries/Departments of Govt. of India, State Governments/Union Territory Administration (Defence Forces, Central Security Organizations, Police Departments and Jail Authorities), and statutory examination conducting bodies of Govt. of 	
21	Page No. 6, Clause no. 5	The selected bidder shall make payment for the expenditure incurred on Jammers facility out of money received from candidates through payment Gateway.	<p>India/ State Governments/Union Territory Administrations. Private sector organizations cannot procure/use jammers in India.</p> <ul style="list-style-type: none"> • Inviting open tender from unauthorized manufacturers is a violation of the policy of Government of India. At present only jammer model manufactured by ECIL/ BEL and 	<p>The jammer shall be arranged by the High Court in coordination with the respective / selected vendor and Government Agency.</p> <p>The selected bidder shall make payment for the expenditure incurred on Jammers</p>

			<p>evaluated by SPG & IB can be bought. Page 11</p> <ul style="list-style-type: none"> • How is permission for statutory examination conducting bodies granted? <p>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.</p> <p>Private sector organization and or private individuals cannot procure/use jammers in India.</p>	<p>facility out of money received from candidates through payment Gateway.</p>
22	Page No. 7, Clause No. 3	The selected Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking	While it is understood that the selected bidder has to arrange for the required IT infrastructure, we would request that the mode of internet connectivity should	No change.

		including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.	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	
23	Page No. 8, Clause no. 1	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	Request clarification weather the helpdesk would be <u>toll-free or non-toll 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 <ul style="list-style-type: none"> Partnership/Proprietary – 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 <ol style="list-style-type: none"> ISO 27001/ISO2000 0/ISO9001 – 5 marks. CMMi level - III with ISO 27001- CMMi level V with ISO 27001 – 15 marks 	Since <u>CMMi</u> is 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: <ol style="list-style-type: none"> ISO 9001:2008 – 5 Marks ISO 9001:2008 & 27001:2013 - 10 Marks ISO 9001:2008 & 27001:2013 and Certification of at	No change.

			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 with Cert-in Certified infrastructure or ISO 27000 certification. - 20 Marks.

			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 to <u>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 of the following	In case of any dispute

			<p>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.</p>	<p>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 deemed to apply to the arbitration proceedings under this contract.</p>
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 manpower 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.

	Phase	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	the same	
39	Page No. 12, Clause No. 4. Essential Technical Pre-requisites.	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	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 etc)
40	Page No. 25, Force Majeure	Force Majeure	Force Majeure conditions have to be unconditional	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 browser and seek compatibility from the Bidders	The vendor may submit the proposal accordingly to the High court as per the tender document.
43	Page N. 12, Point No.	The bidders Average Annual	The bidders Average Annual	The bidders Average

	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 report 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	-	<p>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.</p>	<p>The average annual turnover of the bidder should be atleast 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.</p>	<p>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.</p>
46		<p>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.)</p>	<p>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.)</p>	<p>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</p>

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

			<p>as per the RFP is 25000- pl confirm this would be across MP ?</p> <p>B. We assume exams will be required to be conducted only on Sat/Sun. Please confirm.</p> <p>C. Please confirm expected Exam Date(s)</p> <p>D. Please confirm if the exam is to be conducted in Single or Multiple consecutive day(s)</p> <p>E. We assume the candidate billing will be as per scheduled candidate (Financial Bid – page 31) who is issued an Admit Card. Please confirm.</p> <p>F. How many such online computer based exam event/drives are expected to happen in a year?</p> <p>G. We assume there is no requirement for</p>	<p>(B)Almost Saturday / Sunday / holidays.</p> <p>(C)The Examination is continuous process and there would be chances that in each month the examination process may be conducted accordingly.</p> <p>(D)If there are more number of candidates than the examination may conducted in shifts.</p> <p>(E)The billing shall be on the number of candidates applying for the participation in the examination.</p> <p>(F) 5 to 7 numbers of examination shall be conducted in each year.</p> <p>(G) There is requirement of Security guard</p>
--	--	--	--	---

			<p>Security Guard Frisking with metal detectors. If required, there will be impact in cost. Please confirm.</p> <p>H. Please share historic trend of candidate counts across each test city for various exams.</p> <p>I. PI confirm that this contract would be for 3 years and the Scope would be the same for each year ?</p>	<p>with metal detectors.</p> <p>(H)The historic trend is available along with these clarifications.</p> <p>(I)More or less the scope shall be for 3 years. May be renewed further subject to satisfactory performance of the vendor.</p>
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:-

1. The Registrar General, High Court of Madhya Pradesh has full **rights to accept or reject any bid**, 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 **deviation statement sheet**. The bids should be hard bound **with proper indexing and paging** .
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 **30th January, 2018 before 3:00 PM** 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. www.mphc.gov.in and Government tender portal www.tenders.gov.in .

**Sd/-
REGISTRAR GENERAL**