

SL. No.	Content of Tender Doc. for Clarification	Points for Clarifications	Replies
1	Tender Submission Date	We request that post release of the Pre-bid Queries response –Vendors be given 7-10 working days to work on the Tender documents –hence to please extend the submission date accordingly in case of a delay in release of the Pre-bid queries Response	Tender to be extended. Follow GeM portal and official website for further update.
2	Credit period	The customer shall pay all undisputed invoices within 30 days (or the credit period as negotiated by the business team) from the date of invoice. In case the customer does not pay the undisputed amounts within 30 days (or the credit days agreed), the same shall be constituted as an EVENT OF DEFAULT by customer. A notice of EVENT OF DEFAULT will be issued with a cure period of 15 calendar days (this is to be included only if there is a cure period made available to us for our EVENT OF DEFAULT) and in the event the EVENT OF DEFAULT is not cured within the cure period given, the service provider has a right to terminate the contract without any further notice.	Payment terms to be followed as per bid document. However if any dispute arises regarding the said credit period it will be mutually discussed with the selected bidder.
3	Financial Bid Format	<p>We assume that the Per Registered Candidate rate quoted would be Per Scheduled candidate per session, per stage Admit card issued – pl confirm</p> <p>We request that vendors be allowed to quote per Candidate basis on GEM portal as Vendors have to pay additional service fees to GEM for Contract basis quote</p> <p>We assume that the Rate quoted will be without Covid Precautions - this would be chargeable extra if incurred</p> <p>Please confirm if every candidate would take CBT and Typing test together and on the same day if single Admit card has to be issued? If its on different days then different admit cards would be issued and the candidate volume is different then we request to allow vendors to quote separately for the Typing test as there is additional cost for venue, manpower etc for conducting exam on a different day</p> <p>If this is a multi year contract then GST applicable at the time of invoicing would be applicable</p>	The price bid to be followed for quoting. The typing test to be conducted on the same day.
4	Power of Attorney	As this is an online submission - we assume that scanned copy of the POA will suffice	POA scanned copy to be submitted
5	Net Profit as % of Turnover of the Company for the last Five Financial Year ending 2022-23. The document to be certified by a CA and uploaded.	We request that this be changed to Positive Net worth	The terms and conditions will be as per bid document.
6	Technical Evaluation Criteria	For DC/DR we request to please change this to CERTIN/ STQC certification We request that Vendors be also allowed to submit Self-declaration along with physical visit to the Data center for DC & DR owned by Vendor	The Agency/Bidder should own the Primary Data Centre with Secondary DC site for data security or DC / DR can hosted on any MeitY empaneled Government Community Cloud. However, DC and DR be located in India and in different seismic zones. Empanelment of Cloud Service Provider be active on the date of examination.
7	Scope of work	The agency/bidder should own primary data centre with secondary DC site for data security. Both the data centres should be in India in different seismic zones	
8	Point 5 - Nodes	<p>As most Vendors use Hired nodes - To be fair to all vendors we request to please change this to :</p> <p>Owned/ Captive Nodes (available 24X7) Capability across India (Proof to be submitted)</p> <p>As it would not be possible to submit thousands of pages of MOU copies with the Tender submission due to Data size constraint- we request that Bidders be allowed to submit a list of the centers/ cities/ nodes etc with a declaration that MOUs are available and will be submitted by the successful bidder on PO release</p>	Proof of Document: Certificate from CTO of site(s) owned by the Agency/Bidder; in case of hired nodes, Declaration on letter head from Authorised Signatory mentioning city-wise hired nodes having active MoU. However, JCI at its discretion may ask to submit copy of MoU documents for verification.
9	Point 6 - Manpower	Request to pl change the upper slab to > 1000 Employees - EPF Certificate to be provided as proof	Not agreed upon.
10	Regarding Audited Reports and ITR	Audited Reports and ITR are filed at the company level - pl clarify why it is required to be sent to JCI once there is an Agreement in place as it would have not relevance to JCI recruitment drive or during the contract period - request to pl remove this point	Not agreed upon.

11	Regarding the Tender Submission	As the Tender uploaded is a Image scan - we request that for vendor to prepare the Tender documents to please upload a PDF copy as the vendor cannot type every Tender Format from scratch - we are not able to copy the format from the Image scan	To be provided
12	Intergrity Pact	We assume this is to be printed on plain paper	Agreed upon
13	EMD & Tender Fees	We assume that there is no EMD or Tender fees to be paid - pl confirm	Not agreed upon.
14	Annual Turnover	We request that Vendors be allowed to also submit their existing CA certificate instead of Statutory Auditor	Not agreed upon.
15	Service Level Agreement	Request JCI to consider the following modification in the clause: 1) Penalties listed under the SLA are steep, hence request JCI to reduce the quantum of penalty to be imposed 2) The total cumulative penalty of the service provider to be limited/capped to 5% of the invoice value of that particular examination giving rise to such liability.	Not agreed upon.
16	Damages: Service provider shall be liable to pay damages to the corporation not exceeding 10% of the order, addition to forfeiture of security deposit account.	Request JCI to reduce the damages to be imposed and restrict it to 5% of the invoice value of that particular examination giving rise to such liability. Any breach/failure to conduct the examination should be solely and directly attributable to the Service Provider.	Not agreed upon.
17	Opportunity of Personal Hearing	Request JCI to consider the following: The service provider shall be provided an opportunity of personal hearing/ Representation to represent the facts before imposition of any penalty/liability or blacklisting.	It will be mutually discussed with the selected bidder and JCI.
18	The total cumulative penalty in such circumstances shall not exceed 10% of the Invoice value for the particular examination giving rise to such penalty	Request JCI to include the following clause Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. b) The total cumulative liability of either party arising from or relating to this Agreement shall not exceed 5% of the invoice value of that particular assignment. however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.	Not agreed upon.
19	Performance Bank Guarantee	Request JCI to consider the following: The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of PBG. The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder. The successful bidder shall be given a cure period of 30 days to rectify the breach.	It will be mutually discussed with the selected bidder and JCI.

20	Indemnity	Request JCI to cap the total cumulative Indemnity of the successful bidder at 5% of the Invoice value for the particular service giving rise to such indemnity.	Not agreed upon.
21	Arrangement for 24x7 Help Desk and provision for multistage email & SMS to eligible candidates.	Helpdesk timings are 09:00 AM To 06:00 PM (Monday to Saturday except on Public Holidays).	Time 09:00 A.M. - 06:00 P.M. Monday - Sunday (Except public holidays)
22	Preparation of list of ineligible candidates with reason for ineligibility.	Ineligible candidates will not be able to apply basis the validations in the registration portal, <u>limited to eligibility criteria decided to be incorporated in the portal along with the selected bidder.</u>	It will be mutually discussed with the selected bidder and JCI.
23	Short listing and screening of the completed applications as per advertised recruitment criteria & norms.	Final data of applied candidates will be shared with JCI after closure of the registration portal.	It will be mutually discussed with the selected bidder and JCI.
24	Multistage email & SMS to eligible candidates	DLT registration needs to be done by JCI.	Agreed upon
25	<p>Manpower requirement:</p> <p>Exam Centre Administration/ Co-coordinator (regular employee of the Agency/Bidder) - City Wise -1</p> <p>IT Manager (regular employee of the Agency/Bidder) -1</p> <p>IT Support Executive (Building/Campus/Institute wise) -1</p> <p>Exam Centre/Venue Co-coordinator (Building/Campus/Institute wise -1</p> <p>Invigilators - 2 per 20 systems with a minimum of 2 in a room.</p> <p>Support Staff - Minimum 2 per 100 students (Suitability need to be justified with centres) and locations.</p> <p>Security Guards - Minimum 2 per 100 students (Suitability need to be justified with centres).</p> <p>Peons/Support Staff - Minimum 2 per 100 students.</p>	<p>Proposed Manpower ratio as per industry standards:</p> <p>Invigilators: 1 per 25 candidates</p> <p>Support Staff/Helper/Peon: 1 per 200 candidates</p> <p>Security guard: 1 per 100 candidates</p> <p>Chief Proctor - 1 per centre</p> <p>Asst. Chief Proctor - 1 per centre</p> <p>Venue SPOC - 1 per centre</p> <p>Associate IT executive - 1 per 250 candidates</p>	Proposed manpower ratio will be as per tender document.
26	Other data such as attendance sheet, photograph, video recording, seating plan etc. (if any) should be sent to JCI within 3 days of conclusion of each exam.	<p>Timeline for other data submission will be mutually discussed and finalized.</p> <p>CCTV recording will be shared through a secured channel to JCI for download.</p>	<p>i) Timeline for other data submission will be discussed between selected bidder and JCI.</p> <p>ii) The Data to be handed over in the form of CD or Pendrive. However, download option maybe kept.</p>
27	Test Data Archiving: Agency/Bidder shall archive the result and other examination data for future references after specified time, as per requirement of JCI	Pre, during and post examination data (including CCTV recordings) will be retained for a period of 6 months post submission of the final merit list.	The data of each examination to be kept till completion of the contract period.
28	The Agency/Bidder shall provide mock test for candidates to practice and get familiarized with computer-based examination.	The practice link will be published once the Admit cards are live.	Agreed upon
29	Agency/Bidder should be capable of providing live CCTV coverage of the exam centre/venue and in a position to provide complete footage of the exam & registration process of each centre/venue to JCI within a day after the exam.	Timeline for CCTV submission will be mutually discussed and finalized.	Not agreed upon
30	To provide consulting & training, and manpower support to handle the entire Examination. The required Hardware, software, networking including Internet (lease line) shall be installed by Agent/Bidder on lease/rent basis, whose cost would be covered under commercials bid.	Internet will be made available as per the requirement (may not necessarily be a leased line).	During examination uninterrupted Internet service is required.
31	Selection of online Examination Test Centres / Venues based on the total number of eligible candidates and their hometown/district/state.	Candidates will be given an option to select their preferred city in the registration portal and will be allotted the test centre as per their selection.	Options to be provided to the incumbents and further to be mutually discussed with the selected bidder and JCI.
32	Ensure that on the day of exam the test Centre will not be used for any other activity/exam other than conducting JCI examination	The examination lab will not be used for any other activity.	The centres will not be used for any other purpose.
33	Conduct trial runs (1-2 days Prior to Exam date) across all Test Centre venues to ensure that all Exam parameters match the requirement	Trail run will be done one day prior to the examination.	Buffer day should be kept for conducting trial run.
34	To provide facilities to candidates in coordination with JCI for mock test through downloadable software within a fortnight before the date of written test.	Mock/Practice test will be web based having the same UI as of the main exam software.	To provide facilities to candidates in coordination with JCI for mock test through web based platform having the same UI as of the main examination software within fortnight before the date of written test.
35	Signature of the candidate in the attendance sheet and Verification of the signature in attendance sheet vis-a-vis the signature in the admit card.	Signature would be taken on the attendance sheet but cannot be verified.	Document verification will be done before joining at head office.
36	The documents collected to be submitted to JCI for processing payment within 3 days of conduct of examination.	Document submission timeline will be mutually discussed.	It will be mutually discussed with the selected bidder and JCI.

37	The price to be quoted considering conducting of typing test for the post of Junior Assistant on the same day as CBT or any other day for the number of candidates as decided by the corporation.	the typing test or MS Office test will be done on the separate day than the CBT examination. Timelines to be discussed mutually.	Not agreed upon. Typing test to be conducted on the same day.																						
38	Service Level Agreement (SLAs)	Timelines mentioned in the penalty clauses to be discussed item-wise.	Not agreed upon.																						
39	Test Engine Software should support different types of MCQs	Request to elaborate what different type of MCQs are required in examination	Examination details including syllabus pattern to be discussed with the selected bidder and JCI.																						
40	The data should be real time data to be generated from each exam center during the examination	The data will be near real time, subject to continuous internet connectivity at the center which may be an issue in remote centers	Not agreed upon.																						
41	At the end of the exam, transfer / export candidate response and audit trail on secured channel from local server to central server of the agency /bidder within 1 hour from each exam center	There are various external factors which delay the process; So candidate Responses transfer may get 3-4 hours for completion. Hope that will suffice the requirement. Please confirm	At the end of the exam, transfer / export candidate response and audit trail on secured channel from local server to central server of the agency /bidder should be within 3 hours from each exam center																						
42	Power of Attorney from the bidder, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a bidding document	Can we submit a Board of Resolution copy in the name of the authorized signatory?	Not agreed upon.																						
	The consultant / agency should have necessary valid statutory documents like PAN, Goods & Service Tax Registration, valid Trade Licence, and Income Tax Return of last 3 years ending 2022-23	Request you to change the clause as The consultant / agency should have necessary valid statutory documents like PAN, Goods & Service Tax Registration, and Income Tax Return of last 3 years ending 2022-23	Not agreed upon.																						
44	Net Profit (as% of Turnover) of the Company for the last five financial year ending 2022-2023. The document to be certified by CA and uploaded Net Profit >= 15% 10 Marks Net Profit >=U% but <15% 7 Marks Net Profit >=10% but <12% 5 Marks Net Profit >=7% but< 10% 4 Marks Net Profit>= 5% but <7% 1 Marks Net Profit but <5% or no profit 0 Marks	The Net profit of the company could not be the same throughout all five financial years. Hence, request you to change the clause to: Net Profit (as % of Turnover) of the Company for the last financial year ending 31.03.2023. The document to be certified by CA and uploaded. Net Profit >= 15% ————— 10 Marks Net Profit >=U% but <15% ————— 7 Marks Net Profit >=10% but <12% ————— 5 Marks Net Profit >=7% but< 10% ————— 4 Marks Net Profit>= 5% but <7% ————— 1 Marks Net Profit but <5% or no profit ————— 0 Marks	Not agreed upon.																						
45	Conducting of Computer Based exams for GOVERNMENT/PSU/Govt. Undertakings for the FY 2017-18,2018-19,2019-2020,2020 - 21,2021-22 through CBT (with minimum candidates per exam)	To ensure consistency and avoid any potential confusion, kindly consider incorporating FY 2022-23. Therefore, we kindly request you to modify the clause as follows: Conducting of Computer Based exams for GOVERNMENT/PSU/Govt. Undertakings for the FY 2018-19,2019-2020,2020 -21,2021-22 and 2022-23 through CBT (with minimum candidates per exam)	Not agreed upon.																						
46	<table><tr><td colspan="2">Infrastructure for Data Centre / Disaster Recovery (DR)</td></tr><tr><td>DC & DR Owned by Service Provider</td><td>10</td></tr><tr><td>DC owned by Bidder, DR Hired from different sources</td><td>7</td></tr><tr><td>Both DC & DR Hired</td><td>5</td></tr><tr><td>Solution offered through Cloud (within India}</td><td>2</td></tr><tr><td>Solution offered through cloud (cloud outside Indian territory} will not be considered</td><td>1</td></tr><tr><td colspan="2">Proof: Audit certificate from any 3rd Party Auditor of DC & OR / Cert-In certification</td></tr></table>	Infrastructure for Data Centre / Disaster Recovery (DR)		DC & DR Owned by Service Provider	10	DC owned by Bidder, DR Hired from different sources	7	Both DC & DR Hired	5	Solution offered through Cloud (within India}	2	Solution offered through cloud (cloud outside Indian territory} will not be considered	1	Proof: Audit certificate from any 3 rd Party Auditor of DC & OR / Cert-In certification		<table><tr><td colspan="2">To ensure the smooth and secure conduct of computer-based examinations, the bidder should prioritize security measures over ownership considerations. Therefore, we respectfully request you to amend the clause as follows:</td></tr><tr><td>Tier IV DC and DR Miety Certified Data Center Owned/Hired</td><td>10</td></tr><tr><td>Tier III DC and DR Miety Certified Data Center</td><td>5</td></tr><tr><td colspan="2">Proof: Data Center Document, Miety Certificate.</td></tr></table>	To ensure the smooth and secure conduct of computer-based examinations, the bidder should prioritize security measures over ownership considerations. Therefore, we respectfully request you to amend the clause as follows:		Tier IV DC and DR Miety Certified Data Center Owned/Hired	10	Tier III DC and DR Miety Certified Data Center	5	Proof: Data Center Document, Miety Certificate.		Not agreed upon.
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47	<table><tr><td colspan="2">Type of ownership of Computer Nodes Ownership</td></tr><tr><td>Ownership of 100% of the nodes</td><td>10</td></tr><tr><td>Ownership of at least 50% of the nodes</td><td>7</td></tr><tr><td>Ownership of at least 25% of nodes</td><td>4</td></tr><tr><td>Ownership of at least 10% of nodes</td><td>3</td></tr><tr><td>Not owned, but hired/Leased completely</td><td>1</td></tr><tr><td colspan="2">Proof: Certificate from CTO of site owned by service provider, 3rd party audit certificate/ client's audit certificate</td></tr></table>	Type of ownership of Computer Nodes Ownership		Ownership of 100% of the nodes	10	Ownership of at least 50% of the nodes	7	Ownership of at least 25% of nodes	4	Ownership of at least 10% of nodes	3	Not owned, but hired/Leased completely	1	Proof: Certificate from CTO of site owned by service provider, 3 rd party audit certificate/ client's audit certificate		<p>The majority of exam conducting agencies utilize hired nodes for examinations. Consequently, the clause may favor only one bidder, which could lead to a lack of uniformity. Therefore, we kindly request the removal of this clause to maintain consistency.</p> <p>Node Capacity More than 75000 = 10 50,001 to 75000 = 7 25,001 to 50000 = 4 10,000 to 25000 = 1 Proof: Self Declaration on Bidders Letterhead.</p>	Please refer to the earlier clarification								
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48	Type of ownership of Computer Nodes - Ownership of 100% of the nodes - ownership of at least 50% of the nodes - ownership of at least 25% of nodes - ownership o, at least 10% of nodes - Not owned, but hired/leased completely	Request you to increase the weightage for "Not owned, but hired/ leased completely Computer Nodes"	Not agreed upon.
49	Net Profit (as % of Turnover) of the Company for the last five financial year ending 2022-2023. The document to be certified by CA and uploaded.	Request you to change it to net worth instead of net profit, As the net worth is the right measure, of the financial stability of organisation particularly one that is a CPSE incurring large Capital Expenditure	Not agreed upon.
50	Type of ownership of Computer Nodes	*Request to change it to hired computer nodes, no company has own nodes, but we can give a self declaration or share the Center list with the desired nodes across cities	Not agreed upon.
51	Invigilator 2 per 20 systems with a minimum of 2 in a room.	Invigilator 1:20 or 1:24 is the general standard request to go with the standard procedure	Not agreed upon.
52	Miscellaneous	1.No. of applications expected for the post? 2.Payment gateway for candidates to pay the application fee involved? 3.Biometric at one stage or multi stage?? 4.No. Of question paper/no of question sets?? 5.Exam pattern for each post, duration of the exam?	1. No of applications cannot be figured as of now. 2. Payment gateway to be provided by JCI. 3. Multistage 4. 90 questions per 4 sets. 5. MCQ duration 19 mins.
53	b) Design a portal. Scrutiny and Evaluation of the Applications	Our online portal will have inbuilt validation rules (Provided by JCI). Application will be scrutinized /Evaluated in system based on the rule configured. Manual scrutiny and evaluation of applications will be out of scope. Please confirm if this is acceptable?	Agreed upon
54	b) Design a portal. Acceptance of payment of fee through a secure payment gateway (preferably managed by any Indian Bank/agency)	We suggest, bidder will integrate the Payment Gateway. However, Payment Gateway MoU must be signed by JCI with the payment integrator.	Payment Gateway is to be provided by JCI.
55	o. Ensure maintaining sanctity of the examination at all costs. This includes Confidentiality of Question sets, Subject matter experts, Gate management and security and safety at exam venues, outsourcing of activities, Security related to data of candidates & venues Software, hardware, network, and other support infrastructure	As per page no 33 point no 11 intellectual Property Rights "Question bank will be designed and developed by the JCI". The above clause states the Question Paper will be created by JCI, which contradicts to this Clause. Hence, please clarify who will be creating the Question Paper? If JCI is authoring the questions, then the confidentiality / sanctity of Question Sets, Subject Matter Experts lies with JCI and vice versa.	The question set, question bank, exam pattern and other matters related to exam to be done by the selected bidder in consultation with JCI.
56	p. Service provider will collect biometric information from each candidate appearing for examination, in the form of (i) Thumb impression (ii) Photograph. This information must be transferred to JCI as "PDF file" and as "digital data".	We request the following changes to the clause p. Service provider will collect biometric information from each candidate appearing for examination, in the form of (i) Thumb impression (ii) Photograph. This information must be transferred to JCI as "PDF/ JPG file" and as "digital data".	Not agreed upon.
57	Arrangement for 24x7 Help Desk and provision for multistage email & SMS to eligible candidates.	We suggest following changes to the clause: Arrangement for 24x7 9X6 Help Desk and provision for multistage email & SMS to eligible candidates.	Time will be 09:00 am - 06:00 pm. Monday - Sunday. (Except public holidays)
58	Screening and short-listing.	Our online portal will have inbuilt validation rules (Provided by JCI).	Agreed upon
59	Short listing and screening of the completed applications as per advertised recruitment criteria & norms.	Application will be scrutinized /Evaluated in system based on the rule configured. Manual scrutiny and evaluation of applications will be out of scope.	
60	Preparation of list of ineligible candidates with reason for ineligibility.	Please confirm if this is acceptable?	
61	Ensure to maintain the highest standard of confidentiality in creation, processing, maintenance, storage, encryption, and administration of question set	Please let us know the following if the bidder will be creating the Question Papers. • Number of Question Papers • Number of Questions per Question Paper	Per paper 90 questions on different subjects with 4 different sets of question papers.
62	Agency/Bidder should be capable of providing live CCTV coverage of the exam centre/venue and in a position to provide complete footage of the exam & registration process of each centre/venue to JCI within a day after the exam.	We suggest the following changes to the clause: Agency/Bidder should be capable of providing live CCTV coverage of the exam centre/venue and in a position to provide complete footage of the exam & registration process of each centre/venue to JCI within a 21 days after the exam.	Not agreed upon.
63	Agency/Bidder should ensure all the venues should sufficiently be high standards fulfilling the criteria stated in the "Venue clearance certificate".	Please clarify the criteria available in Venue Clearance Certificate.	To be shared later. However, all the clauses shall be as per RFP.

64	To identify required Exam Centres in each of the cities with minimum capacity of 100 & maximum capacity of 400 in each venue + 10% as reserve/buffer.	We are having its own test centres only for conducting examinations which might have maximum capacity more than 400 nodes. We request JCI to consider these centres for conducting examination and remove maximum limit of the center capacity.	Exam Centres in each of the cities with minimum capacity of 100 in each venue + 10% as reserve/buffer.
65	To ensure adequate cooling/Air- conditioning at every Test Centre.	Request to modify the requirement as to ensure adequate cooling/Air conditioning ventilation, air circulation to be maintained at every Test Centre.	Proper ventilation to be maintained across all the centres.
66	Ensure availability of updated Antivirus on every Computer provided for examination & Ensure availability of all exam PCs on network to be virus free	We suggest removal of this clause	Not agreed upon.
67	The Agency/Bidder must ensure collection of all the filled & signed Travel Allowance (TA) forms along with proof travel tickets, bank mandate & SC/ST/PWD certificate from all the SC/ST and PWD candidates at the test venue/centre. Agency/Bidder must ensure appropriate remarks/ acknowledgement from SC/ST/PWD candidates who did not submit their TA forms at the respective test venue. The documents collected to be submitted to JCI for processing payment within 3 days of conduct of examination.	We request, representative from JCI would collect such documents from candidates and process the payments accordingly and keep this activity out from bidder's scope of work.	Travelling Allowance will not be provided to the candidates appearing for CBT.
68	Each Exam Centre/Venue of capacity of minimum 100 and maximum 400 & 10% buffer should have the minimum following personnel's to be deployed by the Agency/Bidder.	We are having its own test centres only for conducting examinations which might have maximum capacity more than 400 nodes. We request JCI to consider these centres for conducting examination and remove maximum limit of the center capacity.	Please refer to the earlier clarification
69	Must support at least 100 clients without any degradat on in performance. All mouse/key clicks are to be recorded for each client with time stamp (in milli seconds) for audit purposes. Response time for question/page loading must be less than one milli-second. All responses to be acted upon in real time	We suggest the following changes to the clause: Must support at least 100 clients without any degradat on in performance. All mouse/key clicks are to be recorded for each client with time stamp (in milli seconds) for audit purposes. Response time for question/page loading must be less than on e five milli-second. All responses to be acted upon in real time	Must support at least 100 clients without any degradat on in performance. All mouse/key clicks are to be recorded for each client with time stamp (in milli seconds) for audit purposes. Response time for question/page loading must be less than five milli-seconds. All responses to be acted upon in real time
70	At the end of the exam, transfer/export candidate response and audit trails on secured channel from local server to Central server of the Agency/Bidder within 1 Hour from each exam centre. Other data such as attendance sheet, photograph, video recording, seating plan etc. (if any) should be sent to JCI within 3 days of conclusion of each exam.	Raw responses for shift ending 6 PM can be provided / transferred to central server the same day and any shift ending post 6 PM responses can be shared the next day by 11 AM. Activity takes 3-4 hours. Attendance sheet, fingerprint, seating plan etc. usually sent through courier withing 7 working days. CCTV Footage / Video Recording can be submitted within 21 days post completion of exam. Please confirm if this is acceptable.	Agreed upon
71	The Agency/Bidder should be able to hand over the raw responses/data (Meta data) to JCI immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.	Transfer of examination data from local server to central server for shift ending 6 PM is done the very same day. Shift ending post 6 PM data can be shared the next day by 11 AM. Activity usually takes ~3-4 hours. Please confirm if this is acceptable.	Agreed upon
72	Test Data Archiving: Agency/Bidder shall archive the result and other examination data for future references after specified time, as per requirement of JCI.	We suggest, the CCTV recordings should be out of the other examination related data as post examination, the CCTV recordings will be submitted to JCI in sealed media. Other Test data will be stored till the contract is valid. Post that all the data stands deleted. Please confirm if this is acceptable?	All the data to be stored till completion of the contract period.
73	All the generated reports must be submitted in Hard Copy and soft Copy on CDROM or otherwise as specified.	We suggest, all the reports to be shared in soft copy format in secured medium.	Not agreed upon.
74	3. The Bidder must have valid ISO 9001: 2008 certification; or at least CMMi Level 3 certification	We suggest the following changes to the clause: The Bidder must have valid ISO 9001: 2008 certification; or and at least CMMi Level 3 certification	The Bidder must have valid ISO 9001: 2008 certification; and CMMi Level 3 certification

75	The Bidder should have an annual turnover of at least Rs. 1 crore 60 Lacs during each of the last three financial years (i.e., 2020-27, 2027-22, 2022-23) with positive net worth as on 31.03.2023 and should have conducted exams for Govt. & Govt. related Organizations	We suggest the following changes to the clause: The Bidder should have an average annual turnover of at least Rs. 1 50 crore 60 Lacs during each of the last three financial years (i.e., 2020-27, 2027-22, 2022-23) with profit after tax positive net worth as on 31.03.2023 and should have conducted exams for Govt. & Govt. related Organizations	Not agreed upon.
76	<p>1. Average Turnover of the Company</p> <ul style="list-style-type: none"> • Turnover \geq 4Cr - 15 • Turnover \geq 3.5Cr - 4 Cr - 10 • Turnover \geq 3Cr - 3.5 Cr - 9 • Turnover \geq 2.5Cr - 3 Cr - 6 • Turnover \geq 2Cr - 2.5 Cr - 2 • Turnover \geq 1.5Cr - 2 Cr - 1 • Turnover $<$ 1.6 Cr - 0 <p>Proof: Average turnover of the company for the last five financial year ending 2022-2023. the document to be certified by CA and uploaded.</p>	<p>We suggest the following changes to the clause:</p> <p>Average annual Turnover of the Company from Computer Based Exam</p> <ul style="list-style-type: none"> • Turnover \geq 4Cr 300 Cr - 15 • Turnover \geq 3.5 250 Cr - 4 Cr - 10 300 • Turnover \geq 3Cr 200 Cr - 3.5 - 250 Cr - 9 • Turnover \geq 2.5 150 Cr - 3 - 200 Cr - 6 • Turnover \geq 2Cr 100 Cr - 2.5 - 150Cr - 2 • Turnover \geq 1.5 - 50 Cr - 2 - 100 Cr - 1 • Turnover $<$ 1.6 - 50 Cr - 0 <p>Proof: Average annual turnover of the company for the last five financial year ending 2022-2023 from Computer Based Exam. the document to be certified by CA and uploaded.</p>	No agreed upon
77	<p>Infrastructure for Data Centre / Disaster Recovery (DR)</p> <ul style="list-style-type: none"> • DC & DR Owned by Service Provider 10 • DC owned by Bidder, DR Hired from different sources - 7. • Both DC & DR Hired - 5 • Solution offered through Cloud (within India) - 2 • Solution offered through cloud (cloud outside Indian territory) will not be considered - 1. <p>Proof Audit Certificates from any 3rd Party Auditor of OC & DR / Cert-In Certification</p>	<p>Request to modify the requirement to Infrastructure for Data Centre / Disaster Recovery (DR)</p> <ul style="list-style-type: none"> • Tier IV DC & Tier III DR Owned by Service Provider 10 • Tier III/IV DC owned by Bidder, Tier III/IV DR Hired from different sources - 7. • Both Tier III/IV DC & DR Hired - 5 • Solution offered through Cloud (within India) - 2 • Solution offered through cloud (cloud outside Indian territory) will not be considered - 1 <p>Proof Audit Certificates from any 3rd Party Auditor of OC & DR / Cert-In Certification</p>	Please refer to the earlier clarification
78	<p>Type of ownership of Computer Nodes</p> <ul style="list-style-type: none"> - 45,000 units Country Wide • Ownership of 100% of the nodes - 10 • Ownership of at least 50% of the nodes - 7 • Ownership of at least 25% of nodes - 4 • Ownership of at least 10% of nodes - 3 • Not owned, but hired/leased completely - 1 <p>[Certificate from CTO of site owned by service provider, 3d party audit certificate/ client's audit certificate.</p>	<p>We suggest the following changes to the clause:</p> <p>Type of ownership of Computer Nodes</p> <ul style="list-style-type: none"> - 45,000 units Country Wide with minimum 250 nodes per center • Ownership of 100% of the nodes - 10 • Ownership of at least 50% of the nodes - 7 • Ownership of at least 25% of nodes- 4 • Ownership of at least 10% of nodes- 3 • Not owned, but hired/leased completely - 1 [Certificate/ Self declaration from CTO Authorized Signatory for of site owned by service provider, 3d party audit certificate/ client's audit certificate] 	Please refer to the earlier clarification

79	General Manpower Strength of Service Provider on their pay roll as on 31st March 2023 • >:500 - 10 • More than equal 450 but <500 - 8 • More than equal to 400 but <450 - 6 • More than equal to 300 but <350 - 5 • More than equal to 150 but < 250 - 4 • More than equal to 100 but <150 - 3 • More than equal to 50 but <100 - 2 • Less than 50 - 1	We suggest the following changes to the clause: • >:500 2,000 - 10 • More than equal 450 1,500 but <500 2,000 - 8 • More than equal to 400 1,250 but <450 1,500 - 6 • More than equal to 300 1,000 but <350 1,250 - 5 • More than equal to 150 750 but < 250 1,000 - 4 • More than equal to 100 500 but <150 750 - 3 • More than equal to 250 but <100 500 - 2 • Less than 250 - 1	Not agreed upon.
80	Should contain all the mandatory undertakings as specified in this RFP. Format for all the required undertakings / covering letters are provided in Annexure- I. i. Non- Disclosure Agreement (NDA) ii. Bid Documents iii. Undertaking on Patent Rights iv. Undertaking on Service Level Compliance v. Undertaking on Deliverables	We suggest that the NDA clauses should be mutually applicable to both JCI and Bidder since both parties would have access to each other's confidential information. The final clauses can be discussed and mutually agreed during contract signing phase.	Not agreed upon.
81	Bidder must provide the team structure and the resumes of key officials responsible for the management of this project. Termination in case of wrongdoing.	We suggest the following changes to the clause: Bidder must provide the team structure and the resumes of key officials responsible for the management of this project. Termination in case of wrongdoing.	In case of wrongdoing the incumbent should not be engaged with CBT further and disciplinary action to be taken and to intimated to JCI.
82	It is agreed that the Tests/Assessment procedures, Templates, Question Bank will be designed and developed by the JCI and deployed by SERVICE PROVIDER on behalf of JCI on SERVICE PROVIDER'S Test Engine. This is no way means any sale, assignment or transfer of ownership or transfer of intellectual rights. SERVICE PROVIDER will be entitled to use the same solely in terms of the Agreement and in no other manner	As per page no 5 point no 4 (o) "Ensure maintaining sanctity of the examination at all costs. This includes Confidentiality of Question sets, Subject matter experts, Gate management and security and safety at exam venues, outsourcing of activities, Security related to data of candidates & venues Software, hardware, network, and other support infrastructure", and Page no 7, Point No 1.4 – Question Set: Entire clause The above clause states the Question Paper will be created by Bidder, which contradicts to this Clause. Hence, please clarify who will be creating the Question Paper? If JCI is authoring the questions, then the confidentiality / sanctity of Question Sets, Subject Matter Experts lies with JCI and vice versa.	Question paper to be set by the selected bidder. No of questions, question pattern, syllabus and all other necessary information required for conducting the examination to be intimated by JCI.
83	Forfeiture of EMD/Performance Guarantee/Security deposit: If JCI has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3(l), then JCI, apart from exercising any legal rights that may have accrued to JCI, may in its considered opinion forfeit the entire amount of Earnest Money Deposit Performance Guarantee and Security Deposit of the Bidder/ contractor as justified.	We suggest removal of the entire clause.	Not agreed upon.
84	Forfeiture Performance Bond in case of a decision by JCI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.	We suggest removal of the entire clause.	Not agreed upon.
85	To debar the Bidder from participating in future bidding processes of the JCI, for a maximum period of five years, but which can be extended at the discretion of JCI.	We suggest removal of the entire clause.	Not agreed upon.
86	Legal queries and suggestions (Page 18-41) & other mentioned clauses		All other terms and conditions will be as per bid document