

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
SOCIETY FOR CENTRALIZED RECRUITMENT OF STAFF IN SUBORDINATE COURTS (S.S.S.C.)

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No. 27/S.S.S.C.

Dated: - 12/01/2022

REPLY/CLARIFICATIONS WITH REGARD TO TENDER NO. 941/S.S.S.C. DATED 14.12.2021.

Reply/Clarifications to the pre-bid queries submitted in respect of the tender concerning Online Examination (Computer Based Test): Conduct and Processing of Examinations of SSSC under High Court of Punjab and Haryana at Chandigarh.

Sr. No.	RFP Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Queries of the bidders	Reply/ Clarification to the Query
1		General	Social Distance Guidelines	<p>During the current pandemic – As per Govt. guidelines to implement precautionary measures for Social Distancing for all major gatherings, we would request you to add points related to Social Distancing during the conduct of examination.</p> <p>We also request an additional line item to be added to the Financial Bid for Social Distancing requirements as an optional service.</p> <p style="text-align: center;">-----XXX-----XXX-----</p> <p>We request that in view of the current situation that is expected to continue for the next 6-8 months and due to the Government's mandate on Precautionary measures to be followed we request the points below be included in the tender in the financial Bid format as this would have a cost impact - so the rate should include COST of conducting Exam adhering to Covid 19 compliance.</p>	<p>Yes Changed. Revised Financial Bid Performa is attached at page no.32.</p>

				<p>We request the cost of Conducting Computer based Exam + Covid 19 additional cost together be considered for computing the Total L1 Rate</p> <ol style="list-style-type: none"> 1. Due to Social Distancing norms for seating & spacing between each candidates at the Test centers - additional Centers to be booked which leads to additional Servers, Test Administrators & manpower, Security guards, etc. 2. Sanitization cost at the test center before and after exams (Sanitizers, Sanitization of the infra between sessions, Disinfection of the entire center at the end of the day etc) 3. Disposable Gloves, Face shield, PPE suit for Security staff attending the Frisking activities and the cost for Thermal Scanners (Ratio 1:100) 4. We suggest that to avoid Hand Pat Frisking only Metal detectors should be used for frisking - Security guards who carry out the frisking will wear PPE suit which is changed every day. 5. To reduce hand to hand contact candidates should get their own pencil for usage during the test <p>Suggested Point to be incorporated in the Admit card - that Candidate who come for the Exam should sign a self-declaration that they are free from any covid19 symptoms and none of the family member with whom they are staying are Covid19 positive and they are appearing for the exam at their own risk - the Exam conducting body and the Exam conducting Agency will not be held accountable for any Covid19</p>	
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				related concerns at later stage post the exam	
2		General	Financial Evaluation – QCBS 80% weightage will be awarded for Technical Evaluation and 20% weightage will be awarded for Financial Evaluation	This again will give undue advantage to some companies. We request you to modify this to 70% weight age will be awarded for Technical Evaluation and 30% weight age will be awarded for Financial Evaluation	No change
3		General	EMD	Request to allow bidders to submit EMD from Nationalized OR Scheduled Private Bank. We are registered as a MSME. Request you to exempt the EMD amount for MSME service providers as well. As per the GFR 2017 rules (General Finance Rules, 2017 issued by Ministry of Finance - Rule 170 – Bid Security). -----XXX-----XXX----- As per the Notification released by Ministry of Finance dated 12 th Nov 2020 request that Vendors be allowed to submit a Bid Declaration Form in lieu of the EMD Amount as most tenders are now being released without EMD due to the severe cash crunch situation in the industry. Hence request to please remove submission of EMD amount.	No change
4		General	Approximate no. of candidates appearing in examinations.	A) Request you to share last years' historical data based on city wise volume for the exams conducted. B) Request you to share list of Posts and their respective vacancies for which exam will be conducted C) Please let us know how many exams will be conducted (and tentative schedule- month/ quarter) in a year? Please let us know approximate volume of candidates (month/quarter) appearing for the examination in a year?	The posts for which examinations are conducted by SSSC can be verified from SSSC website Generally two examinations in a year shall be held, however, depending upon vacancies, the number can be three examinations a year. Already mentioned in RFP,

					the prospective bidders are required to bid considering about 1 lakh candidates a year.
5	4	3. Scope of Work	<p>Note – Question Paper for the examination may be made available by the SSSC or has to be provided by the Selected Bidder in consultation with the SSSC (The bidders may bid for both the scenarios). The duration of examination shall be of Minimum 1 ½ hours and Maximum of 3 hours (Question paper mainly in English). The questions may vary from 75 to 100 questions. The question papers may vary from Multiple choice only to partly Multiple Choice and partly subjective. Note - Examiners for evaluating subjective papers may be made available by the SSSC or has to be provided by the</p>	<p>Request SSSC to please provide details on the below content related points: No. of Question Papers required? Languages of the Question Paper? As the Question Paper will be provided by the selected bidder on need basis, we request an additional line item to be added to the financial bid for Question Paper creation and translation as an optional service. We understand, in case of subjective examination, the candidates will type the responses on the computer screen in the given text box. The evaluation of the subjective papers will be done Computer Based through Internet and the bidder will provide an integrated platform to the examiners to perform the evaluation activity. Please confirm whether our understanding is correct. As the examiners for evaluating subjective papers will be provided by the selected bidder on need basis, were questan additional line items to be added to the financial bid for examiners as an optional service.</p> <p style="text-align: center;">-----XXX-----XXX-----</p> <p>As bidders are allowed to bid for both the scenarios whereas in the Price Bid on page#31 doesn't have the provision to add both the rates.</p> <p>In case provision is provided, on what basis the bidder will be selected</p> <p>Please share syllabus, post wise In case bidders have to arrange subjective evaluators, request you to provide more details on the subjects for which evaluators need to be</p>	<p>Sample question papers for the recruitment processes of Punjab, Chandigarh and Haryana are available under the tab of 'Archives' under link of 'Old Question Papers' for your reference on the website of S.S.S.C. For syllabus, reference can be made to previous advertisements issued by SSSC which are available on our website under the tab of 'Archives'. As earlier examinations were held in offline mode so duration of examination is expected to change and to be decided in consultation with successful bidder but within the limits already mentioned. at page 4 of RFP.</p>

			Selected Bidder in consultation with the SSSC	<p>arranged.</p> <p>-----XXX-----XXX-----</p> <ul style="list-style-type: none"> • Please confirm content preparation is done by CLIENT or the agency? • If content is in CLIENT scope then, We assume the content for all Test Papers and master keys will be provided in required standard xls format Please confirm. • If no, Please share list of disciplines/subjects/ Topics/ Syllabus for QP content development by bidder • Please share number of questions per paper (min and max.) • Please confirm total modules for which QP needs to be prepared <p>Please confirm duration of exam min. and max for different exam modules.</p> <p>Please confirm language required for conducting the exam</p> <p>We assume the content is developed in English and the translation to other languages is done by CLIENT, Please confirm</p>	
6	4	Pre-Examination Phase	The selected Bidder should design the application for candidates to register themselves for the Computer Based Examination	<p>Please confirm tentative go live date for the Online Application Portal</p> <p>We assume duration of hosting in months for the Online Application will be for only 1 month. Please confirm</p> <p>We assume all the eligibility criteria for building the application form will be provided by client.</p>	Please read the last six lines of page 4 of RFP. The eligibility criteria will be provided by SSSC
7	5	Pre-Examination Phase	The selected bidder is expected to arrange for a payment gateway for the online submission of fees	<p>For online payment we assume the transaction charges for online payment will be borne either by CLIENT or levied to candidates. Please confirm.</p> <p>We assume the registration fees collected through online payment will need to be credited directly into CLIENT bank account.</p> <p>Please confirm if the Third party Payment collector for integration will</p>	Transaction charges be levied separately from the candidates. Already mentioned in RFP that payment gateway to be arranged by the selected

				be provided by CLIENT or need to be provided by the bidder	bidder.
8	6	Pre-Examination Phase	The selected Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid	As a standard process, normal internet connectivity is used, we use 256-bit encryption to transmit data and the process is very secure. We suggest you to kindly modify this clause. -----XXX-----XXX----- Is it mandatory to have internet provisioned via leased line. We request client to allow provisioning internet via other modes like Broadband, Dongle also	Yes changed to “The selected Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid. However, selected bidder shall ensure maintenance of adequate data transfer speed for glitch free data transmission without compromising on information security and data privacy.”
9	6	Pre-Examination Phase	Mapping of candidates' details with Exam Centers	Please confirm expected / Likely Exam Date(s) How many such exam event/drives are expected to happen in a year? Please share historic trend of city wise candidate counts for various Online exams Please share the percentage of PWD candidates. We Assume that the PWD candidate can bring his/her own scribe for exam? Please confirm	No, PWD candidates cannot bring their own scribes. The scribes for PWD candidates will be provided by SSSC for which the selected bidder will have to intimate the SSSC giving sufficient time to SSSC for arranging scribes for such candidates. Further, it should be noted that PWD candidates are to be given extra time in consonance

					with the guidelines uploaded on SSSC website under the tab of 'Guidelines'.
10	7	Pre-Examination Phase	The selected Bidder shall securely transmit, download, install and implement Question Papers leaving not an iota of chance for any kind of pilferage/theft/leakage of question papers.	We understand, irrespective of QP designed either by S.S.S.C OR Agency, authoring of QP will be done centrally from agency's premises, please confirm.	In case QP is to be prepared by SSSC, then role of selected bidder is restricted to uploading of same from mutually agreed location.
11	7	Pre Examination Phase	The selected Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on all working and Examination days from 09 AM to 05 PM. The helpdesk should be toll free.	We request the following changes to the clause. The selected Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on all working and Examination days from 09 AM to 05 PM. The helpdesk should be toll numbers (either landline or mobile). -----XXX-----XXX----- We assume the language of the helpdesk is English & Hindi will suffice the requirement. Please confirm. Please confirm the helpdesk number would be a standard landline helpdesk number. Please confirm	Yes changed to the extent that the helpdesk may be either landline or mobile and need not be toll free number. Yes, Language of helpdesk should be Hindi and English.
12	8	Pre-Examination Phase	The selected Bidder shall ensure complete registration process of the candidates (digital photo, fingerprint etc.) and allow candidates to appear for test at Examination Centre through pre-allotted seat/machine. Proper biometrics	Please let us know the different stages of examinations for which bidder has to conduct biometric authentication What is the % of candidates who will be selected for each stage. -----XXX-----XXX----- Please confirm the verification process is handled by Client or the vender. If it is in vender scope, Please confirm different stages for verification, cities, Max no. of candidates / Persons for which verification need to be done etc.	As the data is to be captured by the vender, verification shall be also carried out by the vender. The biometric capturing shall be done at the time candidate appears for examination and used for authentication purposes in all subsequent stages.

			attendance is required to be taken at this stage as the same shall be used later on for attendance verification as well as for other authentication purposes such as verification of the selected candidates at the time of final examination / interaction / interview		
13	9	Examination Phase	The software should also be capable of providing text box facility for typing answers for subjective part.	We assume that typing of the responses will be required in English only, kindly confirm. Please note that evaluation of subjective question will need to be done manually after the exam is completed, irrespective of size of the response, please confirm.	Yes, typing of responses shall be in English. The mode of evaluation is required to be detailed by the prospective bidder while detailing methodology and Approach under Scoring Model 2.1
14	10	Examination Phase	While examination may be conducted on local LAN, data of test progress should be transferred to central server on real time basis (or as specified by SSSC) for monitoring purposes. Bidder should provide reports to SSSC to view the test progress.	Kindly note that progress of the examination can be provided on central location on NEAR REAL TIME basis as for the security reasons exam servers are not directly connected to the net, please confirm.	Yes, the same will amount to sufficient compliance.
15	10	Examination Phase	At the end of the examination, transfer/export of candidate response and audit trails	Raw responses for shift ending 6 PM can be provided to SSSC / transferred to central server the same day and any shift ending post 6 PM responses can be shared the next day by 11 AM. This activity	It is clarified that candidate response and audit trails shall be transferred on secured channel from local

			shall be done by the Bidder on secured channel from local server to Central server of the Bidder within one hour from each examination center.	usually takes 1 hour to complete. Please confirm if it is acceptable. -----XXX-----XXX----- There are various external factors which delay the process; So candidate responses can be provided in 3-4 hours. Hope that will suffice the requirement. Please confirm	server to central server of selected bidder within one hour from each examination center and only in exceptional case with prior permission of SSSC but on the same day.
16	11	Post Examination Phase	The selected Bidder should be able to hand over the raw responses/data to SSSC immediately (same day) after the candidate's response upload from local examination server. The software should have capability to take the answer key post examination.	Raw responses for shift ending 6 PM can be provided to SSSC/ transferred to central server the same day and any shift ending post 6 PM responses can be shared the next day by 11 AM. This activity usually takes 1 hour to complete. Please confirm if it is acceptable.	Acceptable only to the extent of sharing with SSSC for any shift ending post 6 P.M. by 11A.M. next day. However, the selected bidder shall fix the timings of shifts in consultation with SSSC.
17	11	Post Examination Phase	The selected Bidder shall provide required software to calculate marks obtained by each candidate as per requirement of the SSSC	Request you to provide more clarity on this requirement	In case of multiple shifts, if normalization/ moderation formulae is to be applied then same is required to be selected and applied only after prior approval of SSSC
18	11	Post Examination Phase	The selected Bidder shall provide documented inputs and support for handling: o Candidates queries	We assume that vendor's Support is limited to providing document and related data only – please confirm	Yes, but only in cases where the act/role of selected bidder is itself not in question.

			o RTI queries o Court Cases		
19	12	Post Examination Phase	Test Data Archiving	Please provide the duration required for “Test Data Archiving”	As mutually agreed with the selected bidder at the time of contract
20	12	Essential Technical Pre-requisites	5) The bidder should not have incurred any loss during last three years up to financial year ending 31 March 2021. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly Audited for the last three financial years.	Request you to consider Positive Net worth instead of profit.	No Change
21	14	Essential Technical Pre-requisites	13) The Bidder should have infrastructure in about 04-05 major cities/towns of Punjab, Haryana and Chandigarh with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence, etc	Request you to allow bidders to submit Self- Declaration in this regard.	Self-Declaration can be submitted
22	15	Scoring	ISO 27001/ISO20000/ISO90	ISO Certifications are already a part of minimum eligibility criteria. Also, the scope of work of this document indicates the need to have	No Change

		Model (Technical Capability) Sr. No. 1.1.2 – CMMi Level Maximum score is 15	01 : 5 CMMi Level 3 with ISO 27001 : 10 CMMi Level 5 with ISO 27001 : 15	technical expertise in both development and services. Hence, we request the following modifications to this point CMMi Level 3 Services or Development : 5 CMMi level 5 Services or Development : 10 CMMi level 5 Services and CMMi Level 5 Development : 15	
23	15	Scoring Model	1.1.3 Overall IT staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations) >=100-250 – 2 Marks > 250-500 – 3 Marks > 500 – 5 Marks	As a 20 years old organization, we have 150+ crore team members (full time & dedicated examination process trained /expert manpower) and 1200+ Trained manpower for various examination activities (pool of examination process trained & expert manpower that is deployed depending upon size of exam project requirements & candidate volume) across the country This is the standard practice in examination domain. We are assuming that you want the overall strength of the organization. Please confirm our understanding. We request you to modify this clause as under Up to 150 – 02 Marks >150 – 180 – 03 Marks >180 – 05 Marks	No Change
24	16	Scoring Model	1.2.1 Annual Turnover of Company for the period of 2018-2019, 2019-2020, 2020-2021. <100 Crore INR – 1 Marks 100 to 250 Crore INR – 3 Marks 250 Crore INR – 5 Marks	This again will give undue advantage to large IT companies who have started the business of conducting exams. A fair opportunity must also be given to assessment companies who leverage technology to conduct exams. We request you to modify this clause as under Average Annual Turnover of Company for the period of 2018-2019, 2019-2020, 2020-2021. •<50 Cr – 1 Marks •50 Cr-70 Cr – 3 Marks •More than 70 Cr – 5 Marks	Yes Changed to "1.2.1 Annual Turnover of Company for the period of 2018-2019, 2019-2020, 2020-2021. <100 Crore INR – 2 Marks 100 to 250 Crore INR – 4 Marks 250 Crore INR – 5 Marks"
25	16	Scoring Model (<50CroreINR 2	We propose the following modifications in the clause to assess the depth in sound financial capabilities of bidders in conducting	Yes Changed to "1.2.2– Average annual

		Financial Capability) Sr.No.1.2.2 – Average annual turnover from examination service for the period 2018-2019, 2019-2020, 2020-2021: Maximum Score is 10	>50 - 70CroreINR 5 >75CroreINR 10	assessments: <100CroreINR 2 >100 - 200CroreINR 5 >200CroreINR 10 -----XXX-----XXX----- We request you to modify this clause as under Average Annual Turnover from examination service for the period of 2018- 2019, 2019-2020, 2020-2021. <50 Cr – 2Marks 50 Cr - 70 Cr – 5Marks More than 70 Cr – 10Marks	turnover from examination service for the period 2018-2019, 2019-2020, 2020-2021 <50Crore INR –5 Marks >50 – 75Crore INR –7 Marks >75Crore INR – 10 Marks”
26	16.	Scoring Model (Specific Capability)	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 propose following modification in this evaluation criteria to assess the strength in test centre infrastructure capabilities of Bidders 1.3.3 Owned Infrastructure (with minimum 250 owned nodes per test centre) Capability in India (Proof to be submitted) 50,000 – 75,000 : 2 75,001 - 100,000 : 5 >100,000 :10 -----XXX-----XXX----- Request you to allow bidders to submit Self- Declaration in this regard.	No Change.
27	16	Scoring Model 1.3.4	Tier III DC infrastructure with Secondary DC Outsourced by the bidder	To assess the varying technical DC infrastructure security capabilities of the bidders, we request for following modifications in this clause: Tier III DC infrastructure with Secondary DC Outsourced by the	No Change.

		<p>Primary Data Center with Secondary DC site to be managed by the bidder for data Security : Maximum score is 20</p>	<p>:5 'Tier III DC infrastructure with Secondary DC owned by the Bidder : 10 'Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification. : 20</p>	<p>bidder :5 'Tier III DC infrastructure with Secondary DC infrastructure owned by the Bidder : 10 'Tier IV DC infrastructure with Secondary Tier III DC infrastructure owned by the bidder with Cert-in Certified infrastructure or ISO 27000 certification. : 20 -----XXX-----XXX----- Owning or hired data centre requirement doesn't have any impact on the process for management of exam activities. Merit Trace has successfully delivered large volumes and sensitive government recruitment exams in CBT/OMR mode, irrespective of the fact that the data centre had been taken on hired model. This gives an undue advantage to organizations who are also into the business of exam conduct although they do not have domain expertise on assessments. The ownership of Data Centres is viable mainly for technology companies; who although may be offering examination conduct services but are not expert in this field. We would also like to bring to your notice that there have been instances in the country where integrity of a very sensitive & important national exam was compromised. This exam was delivered by an institution & examination service provider that had their own data centre. Besides this incident, there have been numerous other exams where exam service providers with their own data centre have not delivered exams commensurate with their certification. Hence attaching more importance to ownership of Data Centre does not add any value. You are requested to remove this point completely. -----XXX-----XXX----- Cert-in is an Application based certification and not for infrastructure – request you to please remove this point.</p>	
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28	16	Scoring Model 2.1	Details of Methodology and Approach	We request that there should be a Presentation so that all vendors can clearly present their Approach and methodology on the basis of which the marks would be awarded	No change. The bidders should provide their details of methodology and approach. However, in accordance with point no.2 of Technical evaluation under Evaluation of Bids on page 17 of RFP, if required, bidders may be called for detailed presentation on how their technology is best suited for the SSSC.
29	27	Annexure I Financial Information	Financial Analysis: Details to be furnished duly supported by figures in audited Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant (copies to be attached).	We can provide the audited balance sheet and P&L account of the Organization as we do not maintain a separate Balance sheet and Profit & Loss Account for turnover from separate products/ offerings. For Similar works, CA certificate can be shared mentioning the gross annual turnover from similar work. Please confirm if it is acceptable.	Please refer to revised Annexure I appended at page no.31.
30	31	Financial Bid	The rates quoted shall be exclusive of duties and taxes.	We request for addition of following to this point: The rates quoted shall be exclusive of duties and taxes. All taxes such as Goods and Services Tax etc. and duties shall be payable extra on actual, as applicable.	Refer to revised Financial Bid Annexure appended at page no.32.
31	32	B. Examination server at	Examination Hall must have auto generated encrypted code for paper.	The Question paper bundle is encrypted using AES 256 Bit encryption standards. Question paper will get decrypted once the password for the bundle is	Password shall be shared by the customer only in case Question Paper is provided

		each examination center:-	Thus auto generated code (id) must be distributed randomly. The first candidate who comes in examination room shall have first code, second shall get second code and likewise. The question paper should be encrypted and password protected in the examination server and should be decrypted when the request from the first Candidate is received post user authentication.	shared by the customer through Central system or entering it locally in the Assessment server and kept in the primary server memory. Once the candidate clicks on I am ready to begin, the question paper becomes visible to the candidates on Question by Question basis. Please confirm whether this suffice the requirement.	by SSSC
32	33	B. Examination server at each examination center:- Point 6	Each examination center should have atleast two CCTV cameras in order to fulfill the requirement of the SSSC. The camera must have sufficient electricity back up through UPS, so that the movement and activity of every examinee can be recorded even in case of power failure. The data to be uploaded to	We understand that SSSC desires to capture footage of every examinee during the examination for which two CCTV cameras may not be sufficient. Hence we request to modify the clause as : "Each examination lab to have sufficient number of CCTV cameras to capture and record movement and activity of every examinee during the period of examination. The cameras must have sufficient electricity back up through UPS so that the activity is recorded even in case of power failure. The sealed footage of each examination centre and lab to be handed over to SSSC after the conduct of examination."	Yes Changed to "Each examination lab to have sufficient number of CCTV cameras to capture and record movement and activity of every examinee leaving no blind spot during the period of examination. The cameras must have sufficient electricity back up through UPS so that movement and activity of every examinee is recorded

			monitoring server accordingly.		even in case of power failure. The sealed footage of each examination center and lab is to be handed over to SSSC after the conduct of examination.”
33	33	B. Examination server at each examination center:- Point 8	The local server installed at Examination Centre should be connected through VPN to the master server. The internet connectivity on the local server to be disconnected. No possibility of hacking is possible in this configuration.	The connection between the local server and the Data center is over SSL (HTTPS) which is more secured compared to VPN. The local assessment servers would require internet connectivity to download candidate details & QP and to upload candidate responses and audit trails. During the conduct of examination, internet connectivity is not required at the assessment servers. In such case, the command center will not be able to provide the information for monitoring the exam. Please confirm if it is acceptable.	Yes, it is acceptable. However, it is to be ensured that there is no possibility of hacking or pilferage.
34	33	B. Examination server at each examination center:- Point 9	The Examination Center must have ISO 27001 certification or must be AICTE or NAAC accredited. However, with permission of Hon’ble Committee depending upon the number of candidates, the Centers may increase, after inspection by the Committee.	We conduct exams in our owned exam centers. However, if the candidate count increases then partner infrastructure can be leveraged which follows all the standard security protocols for examination. Periodic audits are conducted to ensure compliance with respect to infrastructure. We have conducted various high stake exams with the same infrastructure. Hence, we request removal of ISO 27001 certification or must be AICTE or NAAC accredited from the clause.	No Change. However, depending upon the number of candidates, the Centers may increase, and uncertified or unaccredited centers may be allowed which duly follow standard security protocols, are audited and certified by the selected bidder and are duly approved after inspection by the SSSC.
35	20	8. General Information	The successful bidder shall be required to deposit performance	The successful bidder shall be required to deposit performance security in form of bank guarantee valid for 36 months, equal to three percent (3%) of contract value within 15 days from the date of signing the Agreement on mutually agreed terms and conditions.	No Change. Please read “three percent (10%)” mentioned on page no. 20 of RFP as “ten percent (10%)”.

			security in form of bank guarantee valid for 36 months, equal to three percent (10%) of contract value within 15 days from the date of the award of the work.		
36	21	8. General Information	<p>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 SSSC shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.</p>	<p>The successful bidder has to sign an agreement on mutually agreed terms and conditions 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 SSSC shall have liberty to get it done through any other agency.</p> <p style="text-align: center;">-----XXX-----XXX-----</p> <p>It is uncapped. Please will request you to relook into this.</p>	<p>Not changed. However, as requested, the following clauses are being detailed and they be considered part of RFP</p> <p>“Delays by Selected Bidder</p> <p>1. The activities/scope of Services involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given. However, if at any time during the course of the contracted work, Selected Bidder encounters conditions impeding the timely delivery of the</p>

					<p>items and the performance of the Services, Selected bidder shall promptly notify to the SSSC in writing the fact of the delay, its likely duration and its cause(s). SSSC will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the time for execution of said item of work, but in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the SSSC at its own discretion.</p> <p>2. Delay on part of Selected bidder in the performance of its delivery obligations shall</p>
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					<p>render Selected bidder liable to the imposition of penalty unless an extension of time is agreed upon and termination of this Agreement.</p> <p>Liquidated Damages/ Penalty Clause</p> <p>1. If any of the stages specified, are either not completed or not completed satisfactorily as per the approved time schedule given at the time of work order for a particular recruitment process during the contract period, due to reasons solely and entirely attributable to selected bidder and not in any way attributable to SSSC, a penalty of:</p> <p>a) 1.0% of the payment which is to be paid to the</p>
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					<p>selected bidder as per payment schedule (detailed in RFP) for that delayed stage of the examination process, per day (subject to maximum 20%) may be imposed and accordingly the time for the next stage be reduced by the SSSC, to account for the delay, after adequate opportunity is given to the selected bidder to represent itself.</p> <p>b) If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. SSSC may rescind this part of the contract and shall be free to get it done from any other agency at the cost</p>
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					<p>of selected bidder.</p> <p>2. Bidder hereby acknowledges and agrees that:</p> <p>a) the assessment of the charges as penalties provided under this Clause is reasonable;</p> <p>b) the payment of charges as penalties under this Clause by bidder are compensation only for the failure to perform the relevant obligation, and are a genuine per-estimate of the damages suffered by SSSC for the failure to perform the concerned obligation by bidder; and</p> <p>c) even if bidder has failed to perform an obligation under this Agreement and charges as penalties have been claimed under this Clause, bidder is not</p>
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					<p>relieved from the requirement to perform its obligation either then or on subsequent occasions.</p> <p>Cancellation</p> <p>SSSC may without prejudice to any other remedy for breach of terms and conditions of the Tender and the Contract (including forfeiture of Performance Security), send a written notice to the vendor to terminate the work / task in whole or in part as per the terms and conditions specified in the contract.</p> <p>Risk Clause</p> <p>SSSC reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award</p>
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					the work contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.”
37	21		In case of any dispute, 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 Punjab and Haryana High Court. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall be at Chandigarh only. The expense of arbitration will	In case of any dispute, following arbitration clause will apply:-Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed mutually by the parties. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall be at Chandigarh 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.	No Change

			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.		
38	23	Performance Guarantee	The SSSC will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the Notification of award, for a value equivalent to 10% of the tender cost.	The SSSC will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from signing the Agreement on mutual terms and conditions, for a value equivalent to 3% of the tender cost. -----XXX-----XXX----- Request you to cap the PBG- 5% of the total estimated contract value.	No Change.
39	24	Payment Basis and Schedule		In consideration of the Services hereunder, the SSSC shall pay Bidder the fees and expenses("Charges") as specified in Schedule. All amounts payable to Bidder are exclusive of any Taxes. SSSC shall be entitled to deduct from applicable payments to Bidder, any tax on Bidder's income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide Bidder with evidence or certificate of payment of such tax to the taxing authorities. Bidder shall submit invoices to SSSC in accordance with the payment	Yes changed to "The selected bidder shall raise the invoice of their assigned work after completion of the process of inviting online applications as the billing will be in terms of the candidates applying and shall be raised only for

				<p>schedule. SSSC shall remit payment to Bidder within thirty(30) days from the date of invoice. Bidder shall invoice and SSSC shall make payment, in advance, in accordance with the billing period. If any invoice remains unpaid after the aforesaid period, Bidder shall be entitled to recover the unpaid invoices with interest of one percent (1.5%) per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.</p> <p style="text-align: center;">-----XXX-----XXX-----</p> <p>Request that the payment be made to vendors 30 days from the date of raising the Invoice as vendors have to bear many expenses related to Manpower, infra etc which need to be paid immediately or in advance</p>	<p>those candidates who had paid the fees and completed their online application registration process. The payment shall be made in installments in the following manner: First 30% of the entire payable amount after completion of the online application process. Second 40% of the entire payable payment after smooth conduct of online examination. The remaining 30% will be paid after declaration of merit wise result of the candidates. The payment shall be as per the amount quoted by the bidder in financial bid. The payment shall be made within 60 days of satisfactory completion of each stage (as mentioned above) to the selected bidder.”</p>
40	24	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	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, SSSC 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	No Change

		<p>anything to the contrary contained in this RFP, SSSC 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, SSSC 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</p>	<p>practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, SSSC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be.</p>	
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			Authority for, inter alia, time, cost and effort of the Authority, with regard to the RFP, including consideration and evaluation of such Bidder's Proposal.		
41	25-26	Force Majeure		<p>Force Majeure However Bidder shall be entitled to receive payments for all services rendered by it under this Agreement.</p> <p style="text-align: center;">-----XXX-----XXX-----</p> <p>Request SSSC to remove this clause as the happening of any Force Majeure event is unavoidable and may prevent the service provider from continuing its services till the continuation of the event. Services shall be continued after the Force Majeure situations/conditions are relieved and allows the service provider to fulfil its services. Also request SSSC to include the term 'Pandemic' in the list of Force Majeure happenings.</p>	No Change
42	26	Limitation of Liability	Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of good will, loss of revenue or operational losses whether in contract, tort or other theories of law,	<p>The limitation on any Party's liability herein shall not apply to liability for damages, resulting from the (i) willful misconduct and (ii) breach of the Use Terms in respect of use of Bidder's Application System. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of SSSC to perform any of Customer's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the SSSC for additional costs incurred, if any, as may be mutually agreed upon between the Parties.</p> <p style="text-align: center;">-----XXX-----XXX-----</p>	Yes changed to “ Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of good will, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such

		<p>even if such party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid to bidder by the SSSC for the Service that gives rise to such liability during the twelve month period immediately preceding such claim.</p> <p>The limitation on any Party's liability herein shall not apply to liability for damages, resulting from the willful misconduct. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of SSSC to perform</p>	<p>Request SSSC to modify the Clause as follows : The total cumulative liability of either party under this Agreement shall not exceed 5% of the invoice value of the examination that gives rise to such liability. Request SSSC to restrict aggregate total liability to 5% of the invoice value of the examination giving rise to such liability. -----XXX-----XXX----- It is not specified.</p>	<p>party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the amount paid to bidder by the SSSC for the Service that gives rise to such liability.</p> <p>The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct, and (ii) breach of the use terms in respect of use of Bidder's Application System. The Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of SSSC to perform any of Customer's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the SSSC for additional costs incurred, if</p>
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			any of Customer's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the SSSC for additional costs incurred, if any, as may be mutually agreed upon between the Parties.		any, as may be mutually agreed upon between the Parties.”
43	36	CERTIFICATION WE CERTIFY THAT:	<p>1. We will not LEAK/DISCLOSE any information of SSSC and rates quoted by us to SSSC to any person, institution, organization, body, etc.</p> <p>2. The rate of 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</p>	<p>1. We will not LEAK/DISCLOSE any information of SSSC and rates quoted by us to SSSC to any person, institution, organization, body, etc.</p> <p>2. The rate of 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>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 subject to the deviations submitted along with the proposal, we agree to abide by them.</p>	Yes changed. Refer to changed Certification appended at page no.33.

		<p>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>6. We have not quoted the price higher than quoted for any similar work done in recent past/doing for any government Institute/Organization/reputed Private Organization.</p>		
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ANNEXURE- I

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in audited Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant (copies to be attached).

S. No.	Details	2018- 19	2019- 20	2020- 21
(i)	Gross annual turnover from similar works.			
(ii)	Profit/Loss			
(iii)	Financial Position: <ul style="list-style-type: none">• Cash• Current Assets,(b)• Current Liabilities, (c)• Working Capital (b-c)• Current Ratio: Current Assets/CurrentLiabilities (b/c)			

- Financial arrangements for carrying out the proposed work.

Note:-

- 1. Those not maintaining separate balance sheet, C.A. certification in this regard would suffice the purpose.**
- 2. Attach additional sheets, if necessary.**

(Seal and Signature of Bidder)

FINANCIAL-BID

Sr. No.	Particulars	Unit	Rates (in figure) (in Rs.)	Rates (In words)
1.	Conduct of end to end computer based examination (without question paper setting and excluding subjective part evaluation)	Per Candidate		
2.	Question Paper Setting Cost	Per Candidate		
3.	Question Paper Translation to Hindi/Punjabi Cost	Per Candidate		
4.	Covid norms Cost (utilizing 100% center capacity and observing remaining Covid-19 norms)	Per Candidate	___% of Sr.No.1 (Not to exceed 50%)	___% of Sr.No.1 (Not to exceed 50%)
5.	Covid norms Cost (utilizing 50% center capacity and observing remaining Covid-19 norms)	Per Candidate	___% of Sr.No.1 (Not to exceed 50%)	___% of Sr. No.1 (Not to exceed 50%)

Note:

- 1. The financial bid shall be evaluated on the basis of the consolidated rates quoted above i.e. [(70% of Sr.No.1) + (4% of Sr.No.2) + (1% of Sr. No.3) + (15% of Sr.No.4) + (10% of Sr.No.5)].**
- 2. Rates to be quoted in absolute numbers upto 2 decimal places only.**
- 3. Quoted rates should be excluding taxes such as GST and duties as the same shall be payable as per prevailing rates, as per norms.**
- 4. The quoted rates must be reasonable and valid for the entire period of contract.**

Date:-

(Seal and Signature of Bidder)

C E R T I F I C A T I O N

WE CERTIFY THAT:

1. We will not LEAK/DISCLOSE any information of SSSC and rates quoted by us to SSSC to any person, institution, organization, body, etc.
2. The rate of 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.
3. The services offered shall be of the best quality strictly in accordance with the particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and subject to the deviations submitted along with the proposal, we agree to abide by them.

Authorized Signatory

(Seal of the Company)

Note :-

1. SSSC 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 **01.02.2022 before 3:00 P.M.** and the technical bids of the tenders are to be opened on same day at **3:30 P.M.**
5. All future correspondence/ clarifications/ addendum/ corrigendum shall be available on the websites of the SSSC i.e. www.sssc.gov.in and Hon'ble High Court of Punjab and Haryana www.highcourtchd.gov.in .