Tender Bid Ref		REF-2024/25-ACA-1			
Sr. No.	Page No.	Tender Document Reference	Content of Tender Doc. for Clarification	Points for Clarifications or Suggestions	
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	No change
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.	No change

3			Submission , EMD and Tender fees	Please confirm that there is no Tender fees or EMD? Given that most Tender Submissions currently are online - we request that vendors be allowed to email the submission which can be encrypted with a Password	No tender fee/ No online submission
4			Financial Bid	GST would be quoted extra as this is a multi year contract - any hike in the Govt rate would be accordingly borne by the client	Taxes as applicable mentioned in RFP
5	9	9	Eligibility - point a	To get the technically better qualified Vendors request to please change this to : The bidder should have a turnover of Rs. 100 crores or above during each year of last three completed financial years	No Cange

6	10	9	Eligibility - point d	To get the technically better qualified Vendors request to please change this to : The bidder should provide the proof of accreditation to Quality Management Systems (ISO/CMMI Level 5 certificates) - The authenticity of the certificate will be checked on www.cmmiinstitute.com/pars. In case the certificates are not found on given website then the provided certificates would be considered invalid	No Change
7	10	9	Eligibility - point f	Request to please change this to : A self-declaration letter from the company secretary / Authorized Signatory of the organization to be enclosed	Eligibility clause (f) changed as: A self-declaration letter from the company secretary / Authorized Signatory of the organization to be enclosed
8	10	9	Eligibility - point c	Request to please change this to : The bidder should have experience of similar nature and preferably in Educational Institutes, Exam bodies, Govt Organizations, PSUs etc	No change

| 9 | 18 | | (i) Software Charges: 100% after successful deployment and completion of training.
(ii) On Account of AMC:
Payment on account of AMC will be made at the end of each quarter of the calendar year which will be equal to 25% of yearly AMC charges. | We request to please consider the following :
(i) Software Charges: 25% on submission of the BRS
50% at the Beta stage
25% on 100% successful deployment and completion of training
(ii) On Account of AMC:
Payment on account of AMC will be made at the Beginning of each quarter of the calendar year which will be equal to 25% of yearly AMC charges. | No change |

| 10 | 16 | | While quoting (Total Cost of Ownership (TCO)), the bidders should anticipate the licensing/version/ product changes during the entire project period and should budget the same in their | We understand that this RFP requirement is for providing the QP Authoring software for License use for the contract period . The ownership of the IP/Trademark of the Software would remain with Vendor itself - pl confirm | Software ownership will remain with the vendor |

| 11 | 17 | 14 | Performance Bank Guarantee | Request Client to provide further clarity on the following-
"The bank guarantee should be valid for a period of 3 years. If the contract is extended, bidder has to furnish a fresh bank guarantee for the extended period **for total cost of ownership."**

Request CLIENT to also consider the following:
i) The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of PBG.
ii) The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder.
iii) The successful bidder shall be given a cure period of 30 days to rectify the breach.
iv) The selected bidder shall only be liable for the work carried on its own accord. In no event shall the selected bidder be liable for invocation of the Performance Guarantee for any recovery of damages, direct losses or additional liability, if incurred due to completion of work by another agency. | No change/ Either fresh Bank Guarantee or extend the existing Bank guarantee |

| 12 | | | | Penalty Clause | Request CLIENT to consider the following:

i)The total cumulative Penalty imposed on the bidder shall not exceed 10% of the total invoice of the particular service of the respective Order for which the penalty arises.

ii) CLIENT shall raise its concerns or objections to the Bidder/Service Provider within 30 days of the services provided. CLIENT shall not impose any penalty/ damages on the Service Provider if no objections are raised within the stipulated period.

iii)The Bidder shall be given a cure period of 30 days to rectify/remedy any defaults / defects / shortcomings penalty before imposition of any penalty or termination of contract.

iv)Any penalty/ damages shall be for proven defaults, solely and directly   attributable to the bidder.

v)The Penalty/ damages shall be levied only if there is any deviation from the SOP, which, upon the award of the contract, both parties shall prepare in detail for provision of services and which shall form a part of the Agreement. | No change |

				Force Majeure	Request CLIENT to consider the following:- The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within seven (7) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this Agreement by agreeing to such alternative agreement as may be fair and reasonable.	No change
13						
14				Arbitration	Request CLIENT to consider the following: If the dispute between the parties does not resolve mutually, the same shall be submitted to Sole Arbitrator appointed mutually by the parties and the proceedings shall be conducted as per Arbitration and Conciliation Act, 1996	No change

15	17	16	Termination	Request CLIENT to consider the following: Each party shall reserve the right to terminate the contract for reason of convenience by giving a written notice of not less than 30 days to the other party. PBG shall only be invoked for reasons solely and directly attributable to the bidder. The bidder shall be given a cure period of 30 days to provide services which are found unsatisfactory or if there is a deviation from the SOP/SLA.	No change
16			Assignment and sub-contracting	Request CLIENT to consider the following: The successful bidder shall reserve the right to Assign or sub contract a part of the contract with prior written approval from client.	No change
17			Liability	Request CLIENT to cap the total cumulative Liability of the successful bidder at 10% of the Invoice value for the particular service giving rise to such indemnity.	No change
18			Indemnity	Request CLIENT to cap the total cumulative Indemnity of the successful bidder at 10% of the Invoice value for the particular service giving rise to such indemnity.	No Change

19			Opportunity of Personal Hearing	Request CLIENT 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.	No Change
20			Intellectual Property Rights	Request CLIENT to consider the following: Each Party shall continue to be the owner and hold their respective Intellectual Property Rights. The rights, title and ownership of the IPR shall not be transferred. The source code of the software shall belong to the software provider. Provision of license for the use of the software for the required term can be discussed between all the parties.	IPR will remain with vendor

| 21 | | | | Indemnity and Liability | We suggest the CLIENT to consider including the following clause for Indemnity and Liabilities in the RFP/Agreement: -

The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses, and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter-alia by any willful negligence or wrongful act or omission by the Bidder in connection with the services.

In no event shall either party be liable under any contract, strict liability, negligence or other legal or equitable theory for any indirect, incidental, special or consequential damages, lost profits, lost data or cost of procurement of substitute goods, technology or services. The total aggregate liability of the Bidder, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Agreement shall be limited to 5% of the total invoice value of the assignment paid to the bidder in respect of that particular work which gives rise to such a liability. | No change |

22			Confidentiality	Request the CLIENT to consider the following: Either party shall hold in confidence all confidential information obtained, received from the other and shall not disclose the same to any third party without prior written consent of the other, during the term of this Agreement and for a period of two (2) years from the date of termination and/or expiry of this Agreement. Further, unless prior written consent of the either party is obtained, the other Party shall not use the above-mentioned information for any purpose other than the purpose contemplated under this Agreement.	No Change
23	6	6(a)(9)	Validations for duplicate questions based on question text or answer options, four answer options, correct answer option, marks, unit, references	Can please clarify if the duplication check is only on the content of question and options in combination or do we have to consider number of options, marks, correct option, unit and preference as well?	No Change
24	6	6(a)(11)	Number of questions with unit and marks to be validated with the parameter for that subject.	We assume this requirement is for culling of question for an examination where in number of questions to be culled needs to be more than requried for the respective examination, kindly confirm	For culling as well for generation of question paper

25	6	6(a)(12)	Multiple levels of vetting with edit/delete facility.	Second level vetter (reviewer) to be only able to give feedback on question while the actual modification to be carried out by original auther will also suffice the requirement, kindly confirm. In case of delete we assume original author to be asked to create new questions against the deleted question, kindly confirm	No Change
26	7	6(a)(15)	Questions vetted for a period are to be marked with exam period for which the question will be administered. That means a question administered for four different exam periods will maintain all those periods, on the basis number of times a question is administered in the exam can be removed from question bank so that the same question will not be administered in the future exams.	We assume that everytime a question is used in an exam period respective question will be tagged with that exam period, there after when culling user will be choosing which all exam periods question to be ignored thus when fetching question, question used in respective exam(s) are not to be considered for culling. Kindly confirm the above understanding and also that question used in number of exams is not a parameter	Yes question asked in particular period/s will be ignored while culling the QP through exam period parameter

27	7	6(a)(16)	Option for uploading the image/table/graph in question or answer options required.	Tables and graphs can be uploaded as images, kindly confirm if this will suffice the requirement	Either can be created during creation of question paper or uploaded as image
28	7	6(a)(18)	Option for marking the questions not to be administered for Visually Impaired Candidates	Request to further elaborate on this requirement	A feature (Field) where question will be marked whether question can not be administered to visually impaired candidates
29	7	6(a)(22)	Before submission by Setter or Vetter validation is to be done to check all parameters are matched for that subject exam.	Request to elaborate what parameters are to be checked on submission by setter/vetter	A QP with certain parameters like unit wise marks wise etc. number of questions are created while completing the paper those parameter needs to be verified before submission at each level of creation/vetting or approval.

30	7	6(a)(27)	Classification of question into Fundamental, Numerical and Regulatory	We assume that this is another parameter of the question like subject, module, unit etc, kindly confirm. We assume Numerical is a type of question, which will be covered in question type parameter thus leaving this classification to only Fundamental and regulatory, kindly confirm	Yes
31	7	6(a)(28)	Multiple Question Paper set generation and with any type of combination between Fundamental, Numerical, Regulatory	We assume that this is another parameter of the question like subject, module, unit etc, thus while culling question this would be another parameter to be considered in fetching questions, kindly confirm	Yes
32	8	6(a)(29)	Check if similar questions selected at the time of QP generation	Request to further elaborate on requirement	Duplicate questions to be checked and removed at each levels like creation/vetting or approval of question paper

33	8	6(a)(30)	Conversion of a case based question to non-case based question and vice versa	Further detailing will be requried considerring case based child questions are in reference to the case, and if case is not there then inidvidual child questions may not be relevant	Child questions of a case can be converted to non case questions, like wise non case question can be coverted to case child but the parameters needs to be validated
34	8	6(a)(35)	Integration of Plagiarism tool into the software	Detailed discussion will be required on understanding of this requriement. We assume, this check is required for questions withing the application only	Clause removed
35	8	6 e	Existing questions from question bank (all subjects) to be migrated in the new Authoring Tool.	We assume that all the questions and its images can be provided with all the parameters which are in line with the new qb tool that will be developed by vendor, kindly confirm	Existing bank in xls
36			Equation editor for mathematical questions	We assume that creation of equation outside the tool and uploading equation in qb tool as images will suffice the requirement, kindly confirm	No change
	6	6(a)(5)			