

Responses (including Corrigendum) to Pre-bid queries against REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT **OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH**

eBid Reference: GoUP_Offline_Exam_2018 Tender Id: 2018_UDSCL_167697_1

eTender Portal : <http://etender.up.nic.in>

eBid Submission End Date has been extended upto 1700 Hours on 10-April-2018

Opening of Technical eBids has been revised to be opened at 1730 Hours on 11-April-2018

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
1.	14- 15	SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW) point 1.1.2	Question Bank Module	<ul style="list-style-type: none"> • Question Paper is an important component in the total examination / recruitment activity and considering the Sanctity, we recommend to keep the Content management, QP printing and OMR to be out of the scope of activity in the open tender. • As this is a open tender anybody can know that which printer is printing confidential paper within your organization. • So there is no confidentiality maintained in the initial stage itself • So chances of the question paper getting leaked or some other miscreants getting to know about it and implant people in the press to take the Question 	<p>1. Confidentiality, Security & Sanctity shall be the responsibility of the Bidder. The Bidder is expected to help Department in conducting the exam with confidentiality & utmost quality standards. The Bidder shall be held responsible for any data theft, leakage or any adverse situation arises due to Bidder's action or under Bidder's scope of work</p> <p>Point no. 2 to Point no. 6: As above</p>

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				<p>paper out of the press and make financial gains. This is a regular practice nowadays</p> <p>2. Nowhere in the tender it is mentioned about confidential printer should have dedicated printing press to print only and only question papers</p> <p>3. Nothing is asked about security arrangements which is very important part of confidential printer.</p> <p>4. ISO and security printer only should have been asked to get quality confidential printers.</p> <p>5. Printing press should have dedicated unit for printing of Question paper only (should not be merged with commercials printing activity/security printing activity)</p> <p>6. If it is End to End for single vendor there is more chance of out sourcing activity wise by doing joint venture.</p> <p>7. Packing details were not given for QP & OMR print</p> <p>8. There is no clarity on counselling activity, conduction interview, PET, health test facilitating, police verification to what extent bidder should support?</p> <p>9. Can a bidder participate in only QP Setting, QP print activity, OMR Print and supply avoiding Conduction of exams & application handling?</p>	<p>7. The same shall be communicated by the Client Department post empanelment</p> <p>8. The same shall be communicated by the Client Department post empanelment</p> <p>9. No</p> <p>10. As per RFP</p> <p>11. As per RFP</p> <p>12. As per RFP</p> <p>13. As above</p> <p>14. As per RFP</p>

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				<p>10. As per us this tender should be divide into 2 part- Part 1 – QP Setting, QP Print, OMR Print, OMR Print & Scanning /result generation. Part 2- Application Generation activity & Conduction of examination</p> <p>11. If total scope is given to one vendor then complete data and all details will be exposed to third party</p> <p>12. If it is split into 2 parts then this can be easily controlled, most importantly confidential process should be handled in confidential manner with utmost care</p> <p>13. Now if there is a special empanelment of printers with the government, the Printer will take up the responsibility in case the paper is leaked out before the exams.</p> <p>14. In Karnataka we have 4G Exemption for confidential activity which is always away from open tender and handled confidentially Please find the supportive document for the same</p>	

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2.	20	Eligibility Criteria:	The bidder must have successfully executed 5 Offline {OMR based} examination against different advertisements in India of minimum value of INR 1Crores each in last 5 years	The clause may be rephrased as Experience of successfully executing 5 offline End to End examination having total value of 5 Crs. Request you to please consider the same.	As per RFP

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3.	21	Eligibility Criteria:	<p>The bidder must have conducted offline exam with 5,00,000 or more candidates in a single offline examination (point no 8)</p> <p>The bidder must have the experience of scanning minimum 2 lakh OMR sheets and database generation in a single exam in last 3 years (point no 9)</p>	<p>Both the clauses appear contradictory as experience of both clauses should be of same volume to ascertain the experience of the bidder. Here the experience conducting exam of 5L candidates and 2L candidates' OMR sheets scanning appears ambiguous. Request you to revisit the clause. The same can be revisited to experience of Exam conduct and Scanning 1L candidates to make it open for fair chance to all bidders. Also points in the evaluation would be given to those who are having the superior experience. Since this is an empanelment tender, the open clause would attract competitiveness in the bid and experience bidders.</p>	<p>The bidder must have conducted offline exam with 5,00,000 or more candidates involving OMR sheets and database generation in a single offline examination.</p> <p>Below requirement is deleted:: The bidder must have the experience of scanning minimum 2 lakh OMR sheets and database generation in a single exam in last 3 years</p>

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4.	21	Eligibility Criteria:	<p>The bidder must have primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. (Point no 12)</p>	<p>The clause may have additional point as that bidder should have capability to host examination application in State Data Center to enhance the security and sanctity of data.. There should be a declaration regarding this from bidder.</p> <p>Page 6 of 32</p>	<p>The Bidder may also use the services of MEiTY empaneled DC & DR/cloud service providers with the following prerequisites :-</p> <ol style="list-style-type: none"> 1) The bidder shall provide hosting in Tier 3 Data centre or equivalent within geographical boundaries of India. The Bidder shall own the complete responsibility and shall be the single Point of Contact for managing DC and DR. 2) The Infrastructure should have 99.99% uptime per year for the storage Infrastructure. Along with this availability also should be higher 99.9999% which may also subject to vary as per the Department requirement 3) The Platform shall have built in robust self-service facility to monitor the infrastructure and scaling up and down the services as per the requirements. 4) The Bidder shall ensure that Service Provider should be certified in providing services by having following certifications ISO 27001, ISO/IEC 27017, ISO 27018, ISO 20000. The Bidder shall ensure to meet all the security requirements indicated in the IT Act 2000, 5)The Bidder shall report (in writing) any information security breaches to the Department by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information 6) The Bidder shall ensure that the Department must be able to access and retrieve such data in a service provider environment when

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5.	23	Technical Evaluation Criteria	The Bidder's maturity in software development based on	In the offline examination, there is no use of CMMi certification which is a private certification. If so, the CMMi specific certificate for Offline exam should be asked for. We request you to revisit the clause.	<p>The bidder must have authorized and globally accepted relevant certifications</p> <ul style="list-style-type: none"> • ISO 9001 : 2 Marks • ISO 20000-1 : 2 Marks • ISO 27001 : 2 Marks • CERT-In : 3 Marks <p>The Bidder's maturity in software development based on3</p> <ul style="list-style-type: none"> • CMMi Level 3-----1 Mark <p>Maximum Marks : 10 Marks</p> <p>Approach & Methodology:</p> <ul style="list-style-type: none"> •Understanding of the scope of the project, Project Approach and methodology, Project Plan and Challenges Faced - 5 Marks •Completeness and comprehensiveness of Solution, Scalability handling, Best practices etc. - 5 Marks •Functional Demonstration of Solution andDesign - 5 Marks <p>Maximum Marks- 15 marks</p>
			CMMi Levels:		
			• CMMi Level 3-----1 Mark		
			OR		
			• CMMi Level 4-----2 Marks		
			OR		
			• CMMi Level 5-----3 Marks		
Maximum Marks : 15 Marks (Point no 1.6 in Evaluation Criteria)					

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6.	31	Point 19	Penalty Clause should be added	There should be an addition of the Penalty clause in the tender to ensure that sincere bidders are participating and interest of the state is secure. No deviation should be accepted on this clause. However, we understand that this would be applicable by the departments.	"Penalties shall be imposed in case of failure by bidder to deliver the services according to the terms & conditions and timelines as stated by the client department"
7.	20	Section IV-1 Eligibility Criteria	The bidder must registered in India under the Companies Act, 2013 for at least five years as on bid submission date	The bidder must registered in India under the Companies Act, 2013 for at least five years/ Registration under Companies Act 1956 (for Indian companies) as on bid submission date	The clause shall be read as "The agency must be a company/ firm registered in India under the Companies Act, 1956/ 2013 for at least three years as on bid submission date"

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8.	18	1-Scope of Work	The aforesaid scope of work is indicative in nature and the actual scope, responsibilities, requirements and activities may get changed as per the requirement of the examinations, by the concerned department	This clause is vague. Any changes in scope of work /activities should be decided mutually between bidder and the department.	As per RFP. The same shall be shared by the client department with empaneled agencies
9.	NA	1-Scope of Work	New Clause	Please confirm that Police Deployment - if required - is out of bidders scope	PoliceDeployment is beyond the bidder's scope of work
10.	19	1.2	Consortiums or sub – contracting will not be allowed.	Considering wide area of scope, Request you to please allow consortium & sub-contracting for flawless execution of the project.	As per RFP. The complete responsibility shall lie with the Agency.
11.	20	Section IV,1-Eligibility Criteria	Average annual turnover of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 5 Crore	Average annual turnover of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 1 Crore	Please refer S. no. 16

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12.	21	Section-IV,1-Eligibility Criteria	The bidder must have successfully executed 5 Offline{OMR based} examination against different advertisements in India of minimum value of INR 1Crores each in last 5 years	The bidder must have successfully executed 2 Offline {OMR based} examination against different advertisements in India of minimum value of INR 1 Crores each in last 5 years.	As per RFP
13.	21	Section-IV,1-Eligibility Criteria	The bidder must have conducted offline exam with 5,00,000 or more candidates in a single offline examination	The bidder must have conducted offline exam with 50,000 or more candidates in a single offline examination	Please refer S. No. 3
14.	21	Section-IV,1-Eligibility Criteria	The bidder must have the experience of scanning minimum 2 lakh OMR sheets and database generation in a single exam in last 3 years	The bidder must have the experience of scanning minimum 50,000 OMR sheets and database generation in a single exam in last 3 years	Please refer S. No.3
15.	21	Section-IV,1-Eligibility	The bidder must have primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones.	Request you to please change the criteria as below:	Please refer S. No 4

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
				Since the exam related data is sensitive, we recommend to host the application and data in state data center else third party commercial data center. Kindly modify the clause to hosting the application in State Data Centre/Third Party commercial data center (Tier 3)/Bidder's own Data Centre.	
16.	22	Section-IV,2- Technical Evaluation Criteria	Average annual turnover (AAT)of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16- 17) INR 5 Cr ≤ AAT ≤ INR 10 Cr: 2.5 marks INR 10 Cr <AAT ≤ INR 15 Cr: 5 marks INR 15Cr < AAT ≤ INR 20 Cr: 7.5 marks INR 20 Cr < AAT: 10 marks	Average annual turnover (AAT) of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17) INR 25 lakh ≤ AAT ≤ INR 50 lakh: 2.5 marks INR 50 lakh <AAT ≤ INR 75 lakh: 5 marks INR 75 lakh < AAT ≤ INR 1 Cr: 7.5 marks INR 1 Cr < AAT: 10 marks	Below clauses are deleted with respect to Eligibility criteria & Technical Criteria respectively: 1. Average annual turnover of the bidder in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 15 Crore 2. Average annual turnover (AAT) of the bidder in last three financial years (FY 14-15, FY 15-16 and FY 16-17) INR 15 Cr ≤ AAT ≤ INR 20 Cr: 2.5 marks INR 20 Cr <AAT ≤ INR 30 Cr: 5 marks

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					<p>INR 30 Cr < AAT ≤ INR 40 Cr : 7.5 marks INR 40 Cr < AAT : 10 marks</p> <p>Below clauses are updated with respect to Eligibility Criteria & Technical Criteria respectively:</p> <p>1. Average annual turnover of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 15 Crore</p> <p>2. Average annual turnover (AAT) of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17)</p> <p>INR 15 Cr ≤ AAT ≤ INR 20 Cr: 5 marks INR 20 Cr < AAT ≤ INR 25 Cr: 10 marks INR 25 Cr < AAT ≤ INR 30 Cr: 15 marks INR 30 Cr < AAT: 20 marks</p>

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17.	22	Section-IV,2- Technical Evaluation Criteria	Prior experience of scanning OMR sheets & database generation in a single examination 2Lakhs≤ Number of OMR sheet≤ 3Lakhs: 2.5marks 3 Lakhs<Number of OMR sheet<4Lakhs: 5 marks 4 Lakhs<Number of OMR sheet≤ 5Lakhs: 7.5 marks 5 Lakhs<Number of OMR sheet: 10 marks	Prior experience of scanning OMR sheets & database generation in a single examination 20,000≤ Number of OMR sheet≤ 30,000: 2.5marks 30,000<Number of OMR sheet<40,000: 5 marks 40,000<Number of OMR sheets≤ 50,000: 7.5 marks 50,000 > Number of OMR sheet: 10 marks	Prior experience of scanning OMR sheets & database generation in a single examination 5Lakhs≤ Number of OMR sheets≤ 6Lakhs: 2.5marks 6 Lakhs<Number of OMR sheet<7Lakhs: 5 marks 7 Lakhs<Number of OMR sheets≤ 8 Lakhs: 7.5 marks 8Lakhs<Number of OMR sheet: 10 marks

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18.	23	Section-IV,2- Technical Evaluation Criteria	<p>Number of biometric captured in offline exam per shift</p> <ul style="list-style-type: none"> • 1,00,000 – 2,00,000: 5 marks • 2,00,001 – 4,00,000: 7 marks • More than 4,00,000: 10 marks <p>The bidder must have authorized and globally accepted software certifications</p> <ul style="list-style-type: none"> •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 3 Marks •CERT-In : 3 Marks <p>The Bidder's maturity in software development based on CMMi Levels:</p> <ul style="list-style-type: none"> • CMMi Level 3-----1 Mark OR • CMMi Level 4-----2 Marks OR • CMMi Level 5-----3 Marks <p>Maximum Marks : 15 Marks</p>	<p>Number of biometric captured in offline exam per shift</p> <ul style="list-style-type: none"> 20,000 ≤ biometric ≤ 30,000: 2.5marks 30,000 < biometric < 40,000: 5 marks 40,000 < biometric ≤ 50,000: 7.5 marks 50,000 > biometric : 10 marks 	<p>Number of biometric captured in offline exam per shift</p> <ul style="list-style-type: none"> • 2,50,000 – 3,00,000: 5 marks • 3,00,001 – 3,50,000: 7 marks • More than 3,50,000: 10 marks

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19.	23	Section-IV,2- Technical Evaluation Criteria		<p>The bidder should have authorized and globally accepted software certifications</p> <ul style="list-style-type: none"> • ISO 9001 : • ISO ISO_22301_2012 • ISO 27001 • CERT-In : 15 Marks <p>Any one certificate: 5 marks 2 to <3 certificates : 10 marks >3 certificates: 15 marks</p>	Please refer S. No. 5
20.	28	Section-V,Force Majeure	<p>The bidder or departments shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination.</p> <p>Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the</p>	<p>Any Non-Performance caused due to Force Majeure should be unconditionally excused by the department.</p>	As per RFP

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			contract		
21.	29	Section-V, Intellectual Property Rights	Intellectual Property Rights	Bidder will be licensing Bidder's pre-existing IPR (IP in the application) to UPDESCO for use for the purpose of the RFP. IPR on such pre-existing IP will be retained by Bidder. Bidder would also retain any IPR that is developed independently during the engagement. IPR of customization that are unique for the project developed exclusively for UPDESCO will be transferred to UPDESCO by Bidder.	Agreed.
22.	NA	Section-V	New Clause	In case of any dispute arises, No Clarity given regrading Arbitration law applicable for this RFP.Please specify the same. Request Provision of the following: "All disputes shall be dealt in accordance with the Arbitration and Conciliation Act 1966, irrespective of the value of contract. The Tribunal shall consist of a 3 member panel. Department and Service Provider shall appoint one Arbitrator each and the third person, Neutral Arbitrator, shall be jointly appointed by the Judges. The decision of the panel shall be binding on all the parties.	Arbitration a. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to the sole Arbitrator. Principal Secretary (Client Department), GoUP or an officer nominated by him shall be the Arbitrator to both the parties. The Provision of Arbitration and Conciliation Act 1996 shall apply.

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					The Arbitration shall be held in Lucknow, India. b. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.
23.	31	Section 18	Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a "GoUP" contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in getting or executing the "GoUP" contract;	We request the removal the clause. The proposal can be rejected in such criteria.	As per RFP
24.	31	Section 18	Will cancel the contract if at any stage it comes to know that the selected firm has any relation with any of the members of Evaluation Committee (EC) or the decision making authorities.	Please provide the notice period for the given criteria.	As per RFP.
25.	30	Section 17	Limitation of Liability towards the firm shall not exceed the contract value.	We request to modify the clause as liability should not exceed 10% of the contact value.	As per RFP

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26.	21	Section IV 1- Eligibility Criteria	The bidder must own the complete source code of the software being used for conducting the exam. They must have the copyright of the source code and all its components.	We do not have the technology for OMR scanning and printing. Therefore, we do not own the source code of the software except for registration, hall ticket generation and result generation modules.	As per RFP
27.	14	1.1.1	The generated database must include all the details entered in the application forms completely with 100% accuracy.	The candidate registration will take place via an online application form. The database will reflect data as filled in by the candidates.	The generated database must include all the details as entered in the application forms completely with 100% accuracy.
28.	16	XV	The bidder shall monitor and supervise Exam Centre activities on monitoring control room equipped with all the necessary equipment to be installed by the Bidder. The data should be real time data generated from each Exam Centre during the examination.	This feature is available for digital assessments (Lan based exams). For offline assessment, there are updates shared via messages for attendance, deviations, and pre& post exam logistics and there is a call center for handling queries. Please clarify the requirement in case it is to be interpreted differently.	The monitoring shall be done through various tools available such as CCTV, messages, call center, biometric attendance as well as biometric verification etc.

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29.	18		<p>Apart from the above, the bidder shall also support the concerned Department as per the requirement</p> <ol style="list-style-type: none"> 1) Assistance in counseling post examination 2) Assistance in conducting interview 3) Facilitating Physical test 4) Facilitating health test wherever applicable 5) Assistance in online police verification wherever applicable 	<p>For Physical test we can provide the hardware and software. For Health test we can tabulate the data. We do not provide any assistance in online police verification.</p>	<p>As per RFP.</p>
30.	38	Annexure V	<p>Recommendation to Government Departments for Selection Agency</p>	<p>We suggest you to choose QCBS method for selection of agency for Quality Delivery.</p>	<p>As per RFP</p>
31.			<p>Complete Technical Evaluation Criteria</p>	<p>We request you to clarify which Technical Evaluation Criteria will be followed. One which is mentioned on page 22 or other one which is on page 39 & 40 for QCBS & L-1. Both the Evaluation Matrix have different criteria's & different marks allotment.</p>	<p>As per RFP. However Departments view shall be final in choosing any method or criteria laid down in the Annexure-V as per their requirement</p>

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32.			<p>13. Bank Guarantee for Performance</p> <p>The empanelled Bidder shall at his own expense deposit an unconditional and irrevocable Bank Guarantee (PBG) of amount equal to 10 % of the project value from a Scheduled Bank acceptable to the client Department, payable on demand, for due performance and fulfilment of the Agreement by the Bidder. The PBG shall have to be submitted to the client Department within 15 (fifteen) days of issuance of Work order/ Lol to the empanelled bidder by the client department.</p>	<p>13. Bank Guarantee for Performance</p> <p>The empanelled Bidder shall at his own expense deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) of amount equal to 10 % of the project value from a Scheduled Bank acceptable to the client Department, payable on demand, for due performance and fulfilment of the Agreement by the Bidder. The PBG shall have to be submitted to the client Department within 15 (fifteen) days of issuance of Work order/ Lol to the empanelled bidder by the client department.</p> <p>All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the empanelled Bidder. The Performance Guarantee shall be valid for three months beyond the contract/ agreement period. The Performance Bank Guarantee may be discharged/ returned by the client after due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Bank Guarantee.</p>	As per RFP

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33.	6	EMD Related	Rs 5,00,000 /- (Rs Five Lac only) in the form of Demand Draft or Bank Guarantee issued by a scheduled/nationalized bank in the name of "Uttar Pradesh Development Systems Corporation Limited" payable at Lucknow	We request you to kindly give relaxation on submitting the EMD Rs 5.00 lacs /- to the bidder registered through NSIC for EMD Exemption	EMD amount is revised to INR 10,00,000. The same would be converted as BG & shall be with UPDESCO during the entire empanelment period.
34.			c) The selected Agency shall at his own expense deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) of amount equal to 10 % of the project value from a Nationalised/Scheduled Bank valid till 6 months beyond the contract period payable on demand, for due performance and fulfilment of the Agreement by the Agency. The PBG shall have to be submitted to	c) The selected Agency shall at his own expense deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) of amount equal to 10 % of the project value from a Nationalised/Scheduled Bank valid till 3 months beyond the contract period payable on demand, for due performance and fulfilment of the Agreement by the Agency. The PBG shall have to be submitted to the client Department within 15 (fifteen) days of issuance of Work Order/ Lol to the empanelled bidder by the client department.	As per RFP

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			the client Department within 15 (fifteen) days of issuance of Work Order/ Lol to the empanelled bidder by the client department.		
35.			<p>17. Limitation of Liability Limitation of Liability towards the firm shall not exceed the contract value.</p> <p>18. Error free processing In view of the nature of work, the 100% error free processing of the examination process at all stages is expected. If the selected bidder commits error and fails to conduct various examination</p>	<p>17. Limitation of Liability Limitation of Liability towards the firm shall not exceed the total amount paid to Bidder by the Client Department in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party</p>	As per RFP

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			<p>process to the satisfaction of the client department, the client department reserves the right to cancel the particular/ whole process and direct the agency to again conduct that that particular/ whole process for which no additional payment shall be made to the agency by the client department. If due to errors committed by the agency, the client department cancels the examination process and it is decided by the client department to not to proceed with the same agency for conducting the examination process again, the client department may terminate the contract with the selected agency and the department shall not be liable to make any payment whatsoever to the agency</p>	<p>has been advised of the possibility of such damages.. 18. Error free processing In view of the nature of work, the 100% error free processing of the examination process at all stages is expected. If the selected bidder commits error and fails to conduct various examination process as per the agreed terms the client department reserves the right to cancel the particular/ whole process and direct the agency to again conduct that that particular/whole process for which no additional payment shall be made to the agency by the client department. If due to errors committed by the agency, the client department cancels the examination process and it is decided by the client department to not to proceed with the same agency for conducting the examination process again, the client department may terminate the contract with the selected agency and the department shall not be liable to make any payment whatsoever to the agency</p>	

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36.			19. Penalty	19. Penalty	As per RFP
			Penalties may be imposed in case of failure by bidder to deliver the services according to the terms & conditions and timelines as mutually agreed by selected bidder and client department	Penalties may be imposed in case of failure by bidder to deliver the services according to the terms & conditions and timelines as mutually agreed by selected bidder and client department. The total aggregate liability under the contract cannot exceed 5% of the contract value.	
37.			v Defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> • “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and • “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the 	20. Fraud and Corruption The Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client Department/GoUP: v Defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> • “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and • “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of 	As per RFP

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			<p>“GoUP” and includes collusive practices amongst firm employees (prior to or after submission of proposals) with Service Provider empanelled with UPDESCO/ GoUP, designed to establish prices at artificial, non-competitive levels and to deprive the “GoUP” of the benefits of free and open competition.</p> <p>v Will reject a proposal for award if it determines that the firm recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;</p> <p>v Will cancel the firm’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.</p> <p>v Will declare a firm ineligible, either</p>	<p>the “GoUP” and includes collusive practices amongst firm employees (prior to or after submission of proposals) with Service Provider empanelled with UPDESCO/ GoUP, designed to establish prices at artificial, non-competitive levels and to deprive the “GoUP” of the benefits of free and open competition.</p> <p>v Will reject a proposal for award if it determines that the firm recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;</p> <p>v Will cancel the firm’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.</p> <p>v Will have the right to have them audited by auditors appointed by the “UPDESCO, GoUP”</p> <p>v Will cancel the contract if at any stage it comes to know that the selected firm has any relation with any of the members of Evaluation Committee (EC) or the decision making authorities.</p>	

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			<p>indefinitely or for a stated period of time, to be awarded a "GoUP" contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in getting or executing the "GoUP" contract;</p> <p>v Will have the right to have them audited by auditors appointed by the "UPDESCO, GoUP"</p> <p>v Will cancel the contract if at any stage it comes to know that the selected firm has any relation with any of the members of Evaluation Committee (EC) or the decision making authorities.</p>		

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
38.			<p>v Will have the right to have them audited by auditors appointed by the "UPDESCO, GoUP"</p> <p>v Will cancel the contract if at any stage it comes to know that the selected firm has any relation with any of the members of Evaluation Committee (EC) or the decision making authorities.</p>	<p>20. Fraud and Corruption The Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client Department/GoUP:</p> <p>v Defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> • "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and • "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the "GoUP" and includes collusive practices amongst firm employees (prior to or after submission of proposals) with Service Provider empanelled with UPDESCO/ GoUP, designed to establish prices at artificial, non-competitive levels and to deprive the "GoUP" of the benefits of free and open competition. <p>v Will reject a proposal for award if it determines that the firm recommended for</p>	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
				<p>award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;</p> <p>v Will cancel the firm's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.</p> <p>v Will have the right to have them audited by auditors appointed by the "UPDESCO, GoUP"</p> <p>v Will cancel the contract if at any stage it comes to know that the selected firm has any relation with any of the members of Evaluation Committee (EC) or the decision making authorities.</p>	
39.				<p>Our observations: You are seeking bids from the companies having ISO 9001, ISO 27001 and having turnover of 15 cr as mentioned in pg.no.21. But while referring to the evaluation criteria (pg21-23), it is understood that only companies having higher turnover (40cr on wards), higher no. of employees (600) will be able to score more and qualify.</p>	Please refer S.No. 16

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
40.				<p>Request change: Page 22(point no 1.2)- Number of employees on bidder's payroll: 50 – 100: 4 marks 100– 150: 8 marks 150 – 200: 12 marks 200 – 250: 16 marks</p> <p>Greater than 250 employees: 20 marks</p>	As per RFP
41.				We request you relax on these evaluation criteria or make strong eligibility criteria so that smaller companies do not participate. This will make the participation more feasible and more bidder will be able to participate in the same	As per RFP
42.				Also please confirm if the bidders registered with DGS&D/NSIC/MSME for these particular services shall be exempted from tender Fee and EMD	As per RFPs

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
43.			New Clause		The client department shall be at the liberty to impose any conditions above and beyond those stated under the RFP in the interest of the examination process in line with the extant government regulations, orders and directions.
44.	17		Collection of test materials e.g. Unused question papers, answer sheets, Admit cards on completion of examination and sealing under supervision of examination observer, center superintendent and authorized officers. The answer sheet should be in triplicate. Immediately after completion of the test, the candidate carbonless copy of the answer sheets should be handed over to the candidates concerned, if required. The second carbonless copy should be separated and sealed and kept at client		Collection of test materials e.g. unused question papers, answer sheets, Admit cards on completion of examination and their sealing should be done under joint supervision of examination observer, center superintendent and authorized officers. The answer sheet should be in triplicate. Immediately after completion of the test, the candidate's carbonless copy of the answer sheets should be handed over to the candidates concerned. The second carbonless copy should be separated, sealed and kept at client department premises to assist in case of dispute. Each copy shall have the same bar code

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			department premises to assist in case of dispute. Each copy shall have the same bar code		
45.			Additional Clause		The software used for examination process should be STQC certified
46.			Omission		'UPLC' word is hereby omitted from the RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
47.			Additional Clause		The Bidder shall have to submit an affidavit that the Bidder has not been involved in any project anywhere in India wherein examination paper has been leaked or fraudulent activity has happened during the entire examination process
48.			Submission of Bids		Last date for submission of e-Bids on e-Tender portal 10 April 2018 up to 1300 Hours Opening of Technical eBids: 11 April 2018 at 1730 Hours