Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
28	23	Section-IV,2-Technical Evaluation Criteria	The bidder must have successfully executed 5 Online {computer based} examination against different advertisements in India of minimum value of INR 1 crore each in last 5 years 3 marks for each project subject to max 15 marks Additional, 2.5 marks for each project with any state Government subject to max 5 marks	For every state, there will be a nodal agency who will be conducting the statewide exams for all the departments. They will provide separate Work Orders for each exam for each department. So we assume we can showcase the work order from single nodal agency for multiple departments to be considered as a separate client in this context. Request you to kindly modify the same in this aspect and consider advertisement/projects/work orders.	Agreed. The work orders should be separate eliciting different projects
29	23	Section-IV,2-Technical Evaluation Criteria	The bidder must have authorized and globally accepted software certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 3 Marks •CERT-In : 3 Marks The Bidder's maturity in software development based on CMMi Levels: • CMMi Level 3----------2 Mark OR • CMMi Level 4----------4 Marks OR • CMMi Level 5----------6 Marks Maximum Marks : 18 Marks	Kindly note CMMi certification is required only for Application development process. Since we're using Product Test Engine. Request you to please change the criteria as below: The bidder must have authorized and globally accepted software certifications •ISO 9001:2008 : 5 Marks •ISO 27001:2013 : 5 Marks •ISO 22301 - 3 Marks •CERT-In Certified online examination solution: 5 Marks	The bidder must have authorized and globally accepted relevant certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 4 Marks •CERT-In : 5 Marks • Any other relevant certification: 1 Mark The Bidder's maturity in software development based on CMMi Levels: •CMMi Level 3-----1Mark OR •CMMi Level 5---2 Marks **Maximum Marks : 18 Marks**

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
30	23	Technical evaluation	2.5The bidder must have authorized and globally accepted software certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 3 Marks •CERT-In : 3 Marks The Bidder's maturity in software development based on CMMi Levels: • CMMi Level 3----------1 Mark OR • CMMi Level 4----------2 Marks OR • CMMi Level 5----------3 Marks Maximum Marks : 15 Marks	Since you have already asked for CERT-In certification hence CMMI certification weightage is of no relevance as it is not a software development project and more of a Product implementation, therefore we would like to request the department to give entire weightage to ISO 27001 and ISO 9001.	The bidder must have authorized and globally accepted relevant certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 4 Marks •CERT-In : 5 Marks • Any other relevant certification: 1 Mark The Bidder's maturity in software development based on CMMi Levels: •CMMi Level 3-----1Mark OR •CMMi Level 5---2 Marks **Maximum Marks : 18 Marks**
31	23	Technical evaluation	The bidder must have successfully executed 5 Online {computer based} examination against different advertisements in India of minimum value of INR 1 crore each in last 5 years 3 marks for each project subject to max 15 marks Additional, 2.5 marks for each project with any state Government subject to max 5 marks	We request the department to consider the different exams conducted for a single client as different work orders. For example: - Maharashtra IT corporation is a client and if we have conducted multiple exams of different departments for them so that shall be considered as the work orders.	Agreed. The work orders should be separate eliciting different projects

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
32	22	Technical evaluation	Average Annual Turnover (AAT) of the agency in last three financial years (FY 14-15, FY 15-16 and FY 16-17) INR 15 Cr ≤ AAT ≤ INR 20 Cr : 5 marks INR 20 Cr <AAT ≤ INR 30 Cr : 6 marks INR 30 Cr <AAT ≤ INR 40 Cr : 9 marks INR 40 Cr <AAT : 12 marks	Requesting you to kindly consider turnover clause as below: financial years (FY 14-15, FY 15-16 and FY 16-17) INR 15 Cr ≤ AAT ≤ INR 20 Cr : 3 marks INR 20 Cr <AAT ≤ INR 22 Cr : 6 marks INR 22 Cr <AAT ≤ INR 25 Cr : 9 marks INR 25 Cr <AAT : 12 marks	Please refer S.No 62
33	23	Technical evaluation	The bidder should have minimum 200 employees on payroll. for no. of employees 200 – 300: 4 marks 301 – 400: 8 marks 401 – 500: 12 marks 501 – 600: 16 marks Greater than 600 employees: 20 marks	Requesting you to kindly consider employees on payroll clause as below: The bidder should have minimum 50 employees on payroll. for no. of employees 200 – 250: 4 marks 251 – 300: 8 marks 301– 350: 12 marks 351 – 400: 16 marks Greater than 400 employees: 20 marks	As per RFP
34	23	Technical evaluation	software certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 3 Marks •CERT-In : 3 Marks The Bidder's maturity in software development based on CMMi Levels: • CMMi Level 3----------2 Mark OR	Requesting you to consider the below marking system: ISO 9001: 6 marks ISO 27001: 6 marks ISO 20000: 6 marks	The bidder must have authorized and globally accepted relevant certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 4 Marks •CERT-In : 5 Marks • Any other relevant certification: 1 Mark The Bidder's maturity in software development based on CMMi Levels: •CMMi Level 3-----1Mark

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
			• CMMi Level 4----------4 Marks OR • CMMi Level 5----------6 Marks Maximum Marks : 18 Marks		OR •CMMi Level 5---2 Marks **Maximum Marks : 18 Marks**
35	28	Section- V, Force Majeure	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. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract	Any Non-Performance caused due to Force Majeure should be unconditionally excused by the department.	As per RFP
36	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.

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
37	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. The Arbitration shall be held in Lucknow, India. b. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.
38	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
39	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

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
40	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.
41	34	Annexure-I Proposal Submission Form	Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP response No. GoUP_IT_Exam_2017/03…	We request you to correct RFP no. as GoUP_Online_Exam_2018	Accepted & hereby modified as GoUP_Online_Exam_2018
42	38	Annexure V	Recommendation to Government Departments for Selection Agency	We suggest you to choose QCBS method for selection of agency for Quality Delivery.	As per RFP. However Departments view shall be final in changing any method or criteria laid down in the Annexure-V as per their requirement
43	38	Annexure V	The departments may use one of the below two methods for selection of agency: 1. QCBS method 2. L1 Method	We would request UPDESCO to adopt L1 as the only method for selecting the bidder. This will give level playing field to all empaneled vendors.	As per RFP. However Departments view shall be final in changing any method or criteria laid down in the Annexure-V as per their requirement

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
44	41	Technical Evaluation for Online (Computer Based) Examination	1.3 The firm should have at least X employees on payroll of the company, at least for the last six months from the date of release of this tender (X = Expected No of Candidate Count/500 *4 + 50) a) Exam Centre Administrator – 1 per 500 nodes or less. b)IT Manager – 1 every 250 nodes c)Support Manager – 1 every 500 nodes or less 5 Marks shall be awarded for every additional 100 employees (or as decided by the Department)	Since the expected candidate count cannot be forecasted it is not fair to have a criteria based on a notional figure. Further no firm can scale up with employees to such level 6 months in advance to address a particular exam. We would request UPDESCO to allow the vendor to assure that the required number of resources would be available for conducting the exam. Suggested text of criteria - The firm should have at least X resources to conduct an exam where X = (Expected No of Candidate Count/500) *4 + 50 a) Exam Centre Administrator – 1 per 500 nodes or less. b)IT Manager – 1 every 250 nodes c)Support Manager – 1 every 500 nodes or less	As per RFP. However Departments view shall be final in changing any method or criteria laid down in the Annexure-V as per their requirement

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
45	39 & 41	Technical Evaluation for Online (Computer Based) Examination	The bidder must have successfully executed X Online {computer based} examination against different advertisements in India of minimum value of INR Y crore each in last 5 years 3 marks for each project subject to max 15 marks Additional, 2.5 marks for each project with any state Government subject to max 5 marks	Since examination bodies started considering CBT mode in last 3 years so we request to consider the experience of last 3 years.	As per RFP. However Departments view shall be final in changing any method or criteria laid down in the Annexure-V as per their requirement
46	40 & 42	Technical Evaluation for Online (Computer Based) Examination	The Bidder should have infrastructure of min 100 nodes, in DHQs of UP with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity etc. = or <20 DHQs … 2.5 marks 21-30 DHQs …….. 5 marks 31-40 DHQs ……. 7.5 marks 41-50 DHQ …….10 marks	**Request the department to relax the criteria as mentioned below:** The Bidder should have infrastructure of min 100 nodes, excluding buffer, in DHQs of UP with validated nodes/computers, appropriate technology, hardware and software, Dedicated connectivity etc. = or <10 DHQs … 2.5 marks 11-20 DHQs …….. 5 marks 21-30 DHQs ……. 7.5 marks >30 DHQs …….10 marks	As per RFP. However Departments view shall be final in changing any method or criteria laid down in the Annexure-V as per their requirement
47	NA	NA	New Clause	The software used for computer based examination is UST product and we own the IP rights. UPDESCO may use our examination product based on the rfp requirements.	As per RFP

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
48.	10		6000/- as Registration fees	We are already registered user and have a login Id for the site https://etender.up.nic.in - we assume this fee is not required confirm .We assume that only Tender fees of 59000/- and EMD of 5,00,000/- need to be paid to participate in this submission?	Yes.
49.	6		EMD of 5,00,000/-	As this is only an Empanelment of Vendors when this EMD would be refunded back to Vendors? and since the Tenders would be shared with the Empaneled vendors – would vendors have a pay for the Tender EMD for Every Tender Separately? pl confirm We assume that we can use our own format for the EMD BG and that this EMD is to be submitted in original along with the tender fees DD – offline in UP prior to the Bid submission ? – pl confirm	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.
50.	22		Authorization of Bidders Signatory	We request that Authorization Letter on the company letterhead also should be permitted (its accepted for all Government Tenders) instead of only Power of Attorney – as our MD who is the Authorized person for POA travels a lot and this becomes an issue.	Agreed, in case the Board resolution resolute the power to MD to Authorize or assign other person as authorised signatory.

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
51			Agreement Copies of Test Centers	We have hundreds of Agreements signed with all Centers – due to size constraints – it would not be possible to upload all Agreement copies – we can give an Undertaking that we have Agreements in place for the Seat Capacity confirmed and the Agreement copies can be shared by Successful Bidders once the NDA is in place	As per RFP
52	26	Clause 2. Conflict of Interests	The selected firm shall not receive any remuneration in connection with the assignment except as provided in the contract. The selected firm and its affiliates shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" under the ongoing contract. Firm services shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer.	We request further clarity on this clause.	As per RFP

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
			Conflict between firm activities and procurement of goods, works or services: A	Please clarify what activities should we refrain from as the term " Supply of goods" also covers the "software delivery" as we have other ongoing projects in UP and also have our own Branch offices in UP	As per RFP
			Firm's concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a firm concern hired to provide desired services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.		As per RFP

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
53	27	Clause 4 Disclaimer Clause	The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.	Please clarify how UPDESCO wouldnot be liable for any loss or damage caused for any statements or projections in this RFP even if the loss or damage is caused due to negligence or omission from their end?	As per RFP
54	28	Clause 6 Disclosure of Interests and Links	.	We have an Ongoing long term Agreement with the UP Police – we would like to understand that there will be no issues for us to Empanel our Organization as there is no Conflict of Interest – pl confirm ?	True. The cases may be looked upon case to case basis.
55	30	15- limitation of liability	Limitation of Liability towards the firm shall not exceed the contract value	Request that as per industry standard this should be capped at 10% of the Project value	As per RFP

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
56	30		Taxes and Payment	We would like to request that for future tenders the payment should be on the basis of per Scheduled Candidate who is issued an Admit card , taxes would be charged extra as per applicable rates	The details of the same shall be shared by the client department with empaneled agencies
57	15	1.1.1Pre Examination Phase	The bidder has to design a separate website for receiving the online application	A. Please confirm tentative go live date for the Online Application Portal. B. Please confirm duration of hosting in months for the Online Application Form	A. The same shall be shared by the client department with empaneled agencies B. The same shall be shared by the client department with empaneled agencies
58	15	1.1.1Pre Examination Phase	The Bidder should design the application for candidates to register themselves for the Computer Based Examination. Bidder would require to integrate online payment gateway with advised vendors	A. For online payment we assume the transaction charges for online payment will be borne either by UPDSCL or levied to candidates. Please confirm. B. We assume the registration fees collected through online payment will need to be credited directly into UPDSCL bank account. C. Please confirm if the Third party Payment collector for integration will be provided by UPDSCL or need to be provided by the bidder D. Would there be challan Payment?	A. The said Transaction charges shall not be borne by the Bidder B. The same shall be shared by the client department with empaneled agencies C. The same shall be shared by the client department with empaneled agencies D. The same shall be shared by the client department with empaneled agencies

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
59	15	1.1.1Pre Examination Phase	Bidder shall be the owner of the end to end Question Paper creation process	A. Please share number of qts. per paper (min and max.) B. Please share list of disciplines/subjects for QP content development by bidder C. Please confirm duration of exam min. and max for different exam modules D. Please confirm language required for conducting the exam	A. The same shall be shared by the client department with empaneled agencies B.Th. same shall be shared by the client department with empaneled agencies C. The same shall be shared by the client department with empaneled agencies D. The same shall be shared by the client department with empaneled agencies
60	16	1.1.1Pre Examination Phase	The Bidder shall identify required Exam Centers as per the client department requirement in cities of Uttar Pradesh	A. We assume exams will be required to be conducted only on Sat/Sun. Please confirm. B. Please confirm expected Exam Date(s) C. Please confirm if the exam is to be conducted in Single or Multiple consecutive day(s) D. Please confirm if the exam is to be conducted in Single or Multiple Section(s) E. Please share historic trend of candidate counts for various offline exams F. Please share historic trend of candidate counts for various online exam G. We assume there is no requirement for Frisking. If required there will be impact in cost estimated. Please confirm H. We assume the candidate billing will be as per scheduled candidate. Please confirm I. How many such online computer based exam event/drives are expected to happen in a year?	Pt. A to I: The same shall be shared by the client department with empaneled agencies

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
61	16	1.1.1Pre Examination Phase	The bidder shall ensure that 20% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 120 systems available per shift.	We assume 10% buffer system will suffice instead of 20%. Please confirm	As per RFP
62	17	1.1.1Pre Examination Phase	The Bidder shall provide help to candidates through a call center (telephone/email) on need basis depending upon the requirement of the examination	We assume the helpdesk with email and telephony support provided for candidates 9.00 am to 6.00 pm on working days will suffice. Please confirm	A. The same shall be shared by the client department with empaneled agencies
63	21-23	Eligibility criteria and evaluation criteria	You are seeking bids from the companies having ISO 9001, ISO 27001 and having turnover of 15 cr as mentioned. This tender gives a clear indication that companies having higher turnover (40cr on wards), higher no. of employees (600) only will be able to score more and get qualified	We request you revise these so that it gives a level playing field to all the organizations who are eligible. Since it's a tender for CBT, may we request you for the following : 1. Kindly allow CMMi Level 3 as the minimum eligibility criteria. 2. Please increase the turnover requirement but kindly do not give scores to the companies having higher turnover. (Pt.no.1) 3. Kindly revise the turnover requirement from the recruitment related business. 4. Kindly modify the employee's requirement to be 100 no's to 200 no's. But kindly do not give scores to the companies having highest no. of employees. This deprives capable companies having higher quality certification, qualitative experience from being eligible.	Please refer S.No 62 The bidder must have authorized and globally accepted relevant certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 4 Marks •CERT-In : 5 Marks • Any other relevant certification: 1 Mark The Bidder's maturity in software development based on CMMi Levels: •CMMi Level 3-----1Mark OR •CMMi Level 5---2 Marks **Maximum Marks : 18 Marks**

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
				5. We refer to pt.no.8 (Page No.22 Under eligibility Criteria). Pls. correct it to 3 work orders in last 3 years. This is sufficient enough to understand an organizations strength and capability	
64	14	1.1	Administrative modules at different level (HO, ZO, RO)	Please explain about the admin module required at different levels (HO,ZO,RO) mentioned in the RFP	Administration at Head Office, Zonal Office and Regional Office
65	15	1.1	Certificate generation and verification module	Please explain certificate generation & verification module that would be required	The same shall be shared by the client department with empaneled agencies
66	16	1.1.1	Physical Security	Is CCTV services required during the exam conduct?	Yes. The high resolution video shall be retained till 1 month from the end of examination process. However, The same shall be shared by the client department with empaneled agencies
67	14	1.1	Call centre/FAQ/Query Handling Module	Considering helpdesk to get set up at bidders premises or End Customer	The same shall be the sole discretion of the client departmentwhether the helpdesk shall be at bidders premises or client department
68	22	2.1	The turnover of the bidder in 2.1 & 2.2	**Turnover of the bidder should be considered only from examination work related activities as in clause 2.2 & not from other line of business that any bidder may have been involved with as in clause 2.1.**	**Below clausesare deletedwith 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 Crores~~

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
				Any bidder who has multiple lines of business activities in addition to conduct of examination may not bring in expertise as that of a specialized exam service provider. Conduct of Govt. recruitment exams is a sensitive matter for which bidders capability should be judged only from conduct of exam related activities and not any other line of business.	~~2.Average Annual Turnover (AAT) of the agency in last three financial years (FY 14-15, FY 15-16 and FY 16-17)~~ ~~INR 15 Cr ≤AAT ≤ INR 20 Cr : 3 marks~~ ~~INR 20 Cr <AAT ≤ INR 30 Cr : 6 marks~~ ~~INR 30 Cr <AAT ≤ INR 40 Cr : 9 marks~~ ~~INR 40 Cr <AAT : 12 marks~~ **Below clauses updated with respect to Eligibility Criteria & Technical Criteria respectively:** 1. Average Annual Turnover of the bidder for recruitment/ examination related business in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 15 Crores 2.Average Annual Turnover of the agency for recruitment/ examination related business in last three financial years (FY 14-15, FY 15-16 and FY 16-17) INR 15 Cr ≤ Turnover ≤ INR 20Cr: 5 marks INR 20 Cr < Turnover ≤ INR 25Cr: 15 marks INR 25 Cr < Turnover ≤ INR 30Cr: 25 marks INR 30 Cr < Turnover : 32 marks

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
69	22	2.3	No. of employees on bidder's Payroll	As per technical evaluation criteria, higher score is being proposed to the bidder who have more than 600 employees. Does this mean that the bidder will be deploying that many number of employees to work on any particular exam Project. As a matter of fact, not all such employees at first, may be involved in any exam related work. Hence, criteria should ask for and measure only those number of employees who shall be actually involved in conduct of examination activities.	As per RFP
70	22	2.4	Presentation	The presentation has been given a weightage of only 10 marks while Employee strength with a weightage of 20 marks. It appears UPDESCO is more interested in high employee strength of service provider instead of understanding the approach & methodology of the vendor. We request UPDESCO to give weightage of 20 marks to Presentation and 10 marks to employee strength.	As per RFP
71	23	2.6	Software Certification	While ISO 27001 certification has been asked as one of the minimum eligibility criteria, specific ask on having ISO 20000 as well does not seem to be relevant as ISO 27001 is the best known standard providing requirements for an information security management system (ISMS). (Source: www.iso.org)	The bidder must have authorized and globally accepted relevant certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 4 Marks •CERT-In : 5 Marks • Any other relevant certification: 1 Mark The Bidder's maturity in software

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
					development based on CMMi Levels: •CMMi Level 3-----1Mark OR •CMMi Level 5---2 Marks **Maximum Marks : 18 Marks**
72	23	1.8	CMMI Certification for Software Development	As per the technical evaluation criteria, a private certification like SEI CMM is being considered for giving weightage to bidders. It has been repeatedly seen in the industry that such certifications do not guarantee success of the exam process. A quick reference to the CMM website clearly indicates that it is meant for improving the business performance and delivering results.	The bidder must have authorized and globally accepted relevant certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 4 Marks •CERT-In : 5 Marks • Any other relevant certification: 1 Mark The Bidder's maturity in software development based on CMMi

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
				There have been instances in the country where service providers with CMMi Level 5 have not delivered exams commensurate with their certification. Hence attaching more importance to CMMi Level 5 may not add much value. Clauses of this nature will eliminate good service providers as world's best testing and assessment companies don't go for such certification. Even software companies like SAP or Oracle that produces enterprise wide software does not have any such certification. MeritTrac has delivered millions of exams successfully with its ISO certified processes. In lieu of private certifications like CMM, you are requested to consider other credentials like compliance to STQC certification (in addition to ISO 9001, 27001 & CERT-IN), that are more relevant for judging capability of the service providers to conduct exams in fair & secure manner. Over and above, it is an Offline exam tender and doesn't require a CMMI certification. We request you to kindly amend this clause as it is discriminatory in nature and of no relevance to the service that is being sought by the department.	Levels: •CMMi Level 3-----1Mark OR •CMMi Level 5---2 Marks **Maximum Marks : 18 Marks**

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
73.	38	Annexure-V	Recommendations to Govt. departments	Since, the evaluation criteria is already a apart of the bid process, then why a separate evaluation process is being recommended to government along with due weightage since after empanelment only Financial quotes should be asked from empaneled service providers.	As per RFP
74.	22	Technical Evaluation	The bidder must have primary data center with DRsite infrastructure for data Security. Both the DataCentres should be located in India in different seismiczones. (Point no 11)	The clause may have additional point as that bidder should have capability to host software application in State Data Center to enhance the security and sanctity of data. There should be a declaration regarding this from bidder.	Please refer S. no 17
75.	23	Technical Evaluation	The Bidder's maturity in software development based on 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 6 in Evaluation Criteria)	In the online examination, CMMi certification which is a private certification is not relevant. STQC and CERT-IN which are DoIT recognized certificates over the software security issues in the assessment software are more relevant. If there is a requirement of CMMi certificate, it should be for developing the online examination software and for conduct of online examination. We request you to revisit the clause.	The bidder must have authorized and globally accepted relevant certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 4 Marks •CERT-In : 5 Marks • Any other relevant certification: 1 Mark The Bidder's maturity in software development based on CMMi Levels: •CMMi Level 3-----1Mark OR •CMMi Level 5---2 Marks **Maximum Marks : 18 Marks**

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
76.	31	Section V 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"
77.	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 atLucknow	We request you to kindly give relaxation on submitting the EMD Rs 5.00 lacs /- to the bidder registered through NSIC for EMD Exemption	As per RFP
78.	6	E-bid Submission	Last date for submission of e-Bids on e-Tender portal 09 April 2018 up to 1200 Hours	Please refer to mentioned above tender & three corrigendum in this regard. We are working on technical documents from OEM and OEM require some more time to incorporate changes as per corrigendum this tender and need some more time in arranging price, MAF and other. We request to kindly extend the submission date for at least one week (by 23rd March, 2018).	Last date for submission of e-Bids on e-Tender portal 10 April 2018 up to 1200 Hours Opening of Technical eBids: 11 April 2018 at1700 Hours
79.			Omission		'UPLC' word is hereby omitted from the RFP
80.			Additional Clause		The Application software used for examination process should be STQC certified

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
81					There should not be any Remote Access tool in the Computers used during the examination process
82			Additional 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.
83			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

U. P. DEVELOPMENT SYSTEMS CORPORATION LTD.,

II FLOOR, UPTRON BUILDING, NEAR GOMTI BARRAGE, GOMTI NAGAR, LUCKNOW - 226010

Telephones: (0522) 2307803 Fax: (0522) 2307832
E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-2

Bid Reference	Tender ID	Particulars
GoUP_Online_Exam_2018	2018_UDSCL_166554_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

The Opening of Technical eBid meeting has been convened on 11th April, 2018 at 1700 Hrs.

Changes for Technical eBid meeting:

S N	Particulars	Earlier	Now
1	Opening of Technical eBid	UPDESCO Office	Conference Hall No. 211, 2nd Floor, Yojana Bhawan, 9, Sarojini Naidu Marg, Lucknow - 226001 Ph.:0522-2238973
2	Submission of eBid	EMD Rs. 5 Lacs	EMD Rs. 10 Lacs

Note : (1) The Bidder has to EMD of Rs. 10 lacs along with complete hard copy of its bid document in UPDESCO as per this Corrigendum.
(2) Though the e-Procurement portal will ask DD/BG details of Rs. 5 lacs because at the stage of this corrigendum the amount of EMD could not be amended.

Managing Director

TATA CONSULTANCY SERVICES LTD. MUMBAI

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E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-3

Bid Reference	Tender ID	Particulars
GoUP_Online_Exam_2018	2018_UDSCL_166554_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

SN	Particulars	Earlier Date & Time	Now
1	eBid Submission End Date	10 April 2018 1500 Hours	16 April 2018 1500 Hours
2	Opening of Technical eBid	11 April 2018 At 1750 Hours	17 April 2018 At 1500 Hours

Managing Director

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E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-4

Bid Reference	Tender ID	Particulars
GoUP_Online_Exam_2018	2018_UDSCL_166554_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

SN	Particulars	Earlier Date & Time	Now
1	eBid Submission End Date	16 April 2018 1500 Hours	23 April 2018 1500 Hours
2	Opening of Technical eBid	17 April 2018 At 1500 Hours	24 April 2018 At 1500 Hours

Managing Director

Responses (including Corrigendum) to queries against REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

eBid Reference: GoUP_Online_Exam_2018 Tender Id: 2018_UDSCL_166554_1

eTenderPortal: http://etender.up.nic.in

S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
1	1.2 Scale of Operations	20	Consortiums or sub – contracting will not be allowed.The complete responsibility shall lie with the Agency.	Request you to modify this clause and please allow consortium	As per RFP
2		28	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. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract	Request Non-Performance caused due to Force Majeure be unconditionally excused. Also, request all indemnity and confidentiality be tagged to the Force Majeure conditions.	As per RFP
3	Section-V, Intellectual Property Rights	29	Intellectual Property Rights	Request Department to clarify that the pre-existing IPRs of the bidders will remain with the respective Bidders. Only the customized code shall be shared to the Department and be used only for the intended purpose as mentioned in this RFP.	As per the earlier pre-bid response
4	New Clause as per Corrigendum		New clause 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	**Request to modify the clause:** 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	As per RFP

TATA CONSULTANCY SERVICES LTD. MUMBAI

S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
			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. The Arbitration shall be held in Lucknow, India. b. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.	Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to the panel of 3 arbitrators. 2 arbitrators appointed by GoUP& Selected vendor and 3rd arbitrator appointed by the 2 selected arbitrators.. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India.	
5	Section 17	30	Limitation of Liability towards the firm shall not exceed the contract value.	**Request to Modify the clause to:** 17.1 NEITHER PARTY'S LIABILITY FOR DAMAGES HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL EXCEED, PER CLAIM AND IN THE AGGREGATE, THE TOTAL AMOUNT PAID FOR SERVICES IN THE PRECEDING **TWELVE (12) MONTHS** UNDER THE SPECIFIC SOW GIVING RISE TO THE LIABILITY. 17.2 NEITHER PARTY WILL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER THEORY) TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR COST OF COVER OR FOR ANY INDIRECT, INCIDENTAL, LOST PROFITS, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. 17.3 SAFE HARBOR. TO THE EXTENT THAT THE APPLICABLE JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, THE PARTIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH JURISDICTION.	As per RFP

TATA CONSULTANCY SERVICES LTD. MUMBAI

S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
				17.4 NO LIABILITY. CLIENT ACKNOWLEDGES AND AGREES THAT UST ACCEPTS NO LIABILITY FOR OR IN CONNECTION WITH: ANY CLIENT DATA AND CLIENT IS SOLELY RESPONSIBLE FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND DELIVERABLES AND FOR CONCLUSIONS DRAWN THEREFROM. 17.5 NO DEROGATION OF LIMITATIONS OF LIABILITY. NEITHER PARTY WILL MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY TO ANY THIRD-PARTY REGARDING ANY OF THE SERVICES WHICH IS INCONSISTENT WITH, OR OTHERWISE DEROGATES FROM DISCLAIMERS OR LIABILITY LIMITATIONS MADE BY EACH PARTY IN THE AGREEMENT. 17.6 THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.	
6	Clause 4 Disclaimer Clause	27	The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers	**Request to modify the clause to:** OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY SOW, (i) BIDDER (UST) MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SERVICES SUPPLIED UNDER THIS AGREEMENT, AND (ii) UST EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES OTHERWISE ARSING UNDER OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.	As per RFP

TATA CONSULTANCY SERVICES LTD. MUMBAI

S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
7	Section V Point 19	31	"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"	**Request to modify the clause to:** "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 and will be capped to5%of the TCV"	As per RFP
8	Section V Point 15	30	Termination for Insolvency, Dissolution etc. The GoUP may at any time terminate the Contract by giving written notice to the empanelled firm, if the empanelled firm becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the firm, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the GoUP.	**Request to modify the clause to:** BIDDER or CLIENT may terminate this Agreement upon at least thirty (30) days prior written notice to the other in the event that the other has materially breached any of the material terms or conditions hereof and such breach has not been cured within such thirty (30) day period. CLIENT agrees to pay BIDDER for all fees and expenses incurred for Services provided hereunder through the effective date of termination.	As per RFP
9	Section V Point 11	29	The firm shall be indemnify the UPDESCO/UPLC/Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the firm, the UPDESCO/UPLC/Client Department shall be defended in the defence of such proceedings.	Indemnification should be limited to third party indemnification and request to modify the clause "The firm shall be indemnify the UPDESCO/UPLC/Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the firm, the UPDESCO/UPLC/Client Department shall be defended in the defence of such proceedings. Bidder shall not be responsible to indemnify if any such claim arise due to reasons/directions from UPDESCO/UPLC/Client Department ."	As per RFP

TATA CONSULTANCY SERVICES LTD. MUMBAI

S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
10	Additional Clause as per corrigendum	Corrigendum-Sr. 80	The Application software used for examination process should be STQC certified	Since the STQC certification is project specific for an application and can be initiated with an approval from the department, hence requesting UPDESCO to shift this clause to department wise and not for empanelment. (Requesting UPDESCO to give 2 months period for STQC certification as this was not a part of RFP and Pre bid meeting). This clause also can be removed as per the RFP CERT-In has been given a weightage and both the certifying bodies fall under MeitYGoI.	The bidder must possess Cert-IN at the time of empanelment. The client department will decide the requirement of STQC of software application to be used in the examination process.
11			Extension requested: 7 Days		As per RFP
12			Meity empanelment DR site	Sify has 6 commercially operational Tier 3 compliant Data Centres spread across Noida, Mumbai, Bangalore and Chennai. Further, the Data Centres of Sify are ISO 9001, ISO 27001 and ISO 20000-1 certified. Sify is also a MeitY, Govt. of India empanelled Cloud Service Provider (CSP) with its Cloud Service offerings audited by STQC. Sify would want to propose its own Data Centres as the DC and DR for the proposed solution. So, we would request UPDESCO to kindly make the ISO/IEC 27017 and ISO 27018 certifications non-mandatory and allow us to propose our Data Centres as part of the solution.	As per RFP

TATA CONSULTANCY SERVICES LTD. MUMBAI

S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
13			EMD and extension of bid submission date	1. This is with reference to point 49 of the clarification (including corrigendum) issued by UPDESCO. We understand that we need to submit Rs. 10 Lakh in the form of a Bank Guarantee / Demand Draft along with the bid. In case of a Bank Guarantee the instrument would have an initial validity of 180 days where as in case of a Demand Draft the instrument would have an initial validity of 3 months. The validity of the instrument would be extended according to the further processing of the tender response Please confirm our understanding. 2. We also need time to get the necessary internal Management approval for the revised EMD amount for which we request an extension of the bid submission date by at **least 2 week**s.	1. As per RFP 2. As Per RFP
14			4. STQC Certified Application Software	This is with reference to point 80 of the clarification (including corrigendum) issued by UPDESCO. As per the additional clause the application software which would be used for examination process should be STQC certified. Our solution, which is being used by many Government organizations, is CERT-In certified. We would request UPDESCO to allow STQC or CERT-In certified software application for the examination process.	Please refer S. No. 10
15			5. Affidavit 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	: This is with reference to point 83 of the clarification (including corrigendum) issued by UPDESCO. We would request UPDESCO to revise the additional clause as per the following suggested text – "The Bidder shall have to submit an affidavit that the Bidder is not involved in fraudulent activity or examination paper leak in any project anywhere in India during the entire examination process".	As per RFP

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S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
16	Additional Clause as per corrigendum	Corrigendum-Sr. 80	The Application software used for examination process should be STQC certified	Requesting UPDESCO to change this clause for department wise and inform bidder 2months prior to complete the STQC certification as this was not the part of RFP and also prebid meeting, we request that dept. should remove this clause because you have already given weightage for CERT-IN in the rfp and both the certifications comes under MeitY government of India which will suffice the department requirement.	Please refer S No. 10
17	Point 22	Eligibility Criteria	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,	4) The Bidder shall ensure that Service Provider should be certified in providing services by having following certifications ISO 27001, ISO 20000. The Bidder shall ensure to meet all the security requirements indicated in the IT Act 2000,	As per RFP
18	Point 78	e-bid submission	Last date for submission of e- Bids on e-Tender portal 10 April 2018 up to 1200 Hours Opening of Technical eBids: 11 April 2018 at1700 Hours	Last date for submission of e- Bids on e-Tender portal 17 April 2018 up to 1200 Hours Opening of Technical eBids: 18 April 2018 at 1700 Hours	As per RFP
19	Point 80	Additional Clause	The Application software used for examination process should be STQC certified	Request removal of this clause.	Please refer S No. 10

TATA CONSULTANCY SERVICES LTD. MUMBAI

S.No.	Section No.	Page no	Contents as per RFP/Corrigendum	Request / Clarification	Response
20	Point 83	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	We request removal of this clause., or else, our affidavit will be similar to this: We, M/s. Tata Consultancy Services Limited, having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, hereby confirm that we have not involved in any litigation with, nor our services have been blacklisted by Central Government/ any State Government/ Public Sector Units for any corrupt or fraudulent practices in India that would adversely affect our participation for bidding process or the award of the contract with regards to the work executed by us as on 5th April 2018. The above information is true to the best of our knowledge and records.	As per RFP
21				The selection criteria should be QCBS and not L1	The client department shall take the decision in this regard.

TATA CONSULTANCY SERVICES LTD. MUMBAI

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as **'TCS'** (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1-Contract Details, herein after referred as a **'Customer'** (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities and/or deployed at Customer facilities. AND WHEREAS Customer desires to avail of certain services of TCS as more fully described in Schedule 2 and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions:
All capitalized terms used in this Agreement or any attachment thereof, unless the context specifically requires otherwise, shall have the meaning assigned to each of the terms given in Exhibit A hereto.

2. Scope of Services:
2.1 Services: The scope of **Services** to be provided by TCS to Customer is as described in **Schedule 2**. TCS will host on TCS's **Services Environment** at TCS designated location(s), and/or deploy on designated Customer systems at Customer designated location(s) identified in **Schedule 2**, the **TCS Application System**, for provision of such Services. TCS reserves the right to modify the **Services Environment** without impacting the **Services**. The Services may commence on the Service Commencement Date identified in Schedule 1, unless the Parties otherwise agree. If the Parties desire to modify the Scope of Services in **Schedule 2** in any manner, the Parties agree that such change, to **Schedule 2** and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in Schedule 5 hereto.

2.2 Permitted Use of Services: Customer's use of TCS Applications System shall always be subject to the **Use Terms** stipulated in Schedule 3. In case the TCS Application System includes a third party software (identified in **Schedule 2**), and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

3. Obligations of Customer:
Customer shall ensure that the requisite computing environment if any, as set out in Schedule 2, is set up and maintained to enable its authorized users to access the Services Environment. Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall

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notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

4. Processing Norms

Customer and TCS acknowledge and agree that the provision of Services under this Agreement may require TCS to interact with the customers and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Customer and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

5. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all **Intellectual Property Rights** with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer. However, TCS shall have the right and license to use the Customer Data for R&D and product enhancement purposes. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

6. Compensation

In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in Schedule 4. All amounts payable to TCS are exclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. TCS shall submit invoices to Customer in accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within thirty (30) days from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

7. Representations And Warranties

TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are provided by TCS free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any

contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

8. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the Exam Value paid to TCS by the Customer for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; and (ii) breach of the Use Terms in respect of use of TCS Application System;.TCS 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 Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

9. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause 9. The provisions of this **Clause 9** respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

10. Term and Termination

10.1 Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

10.2 Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a

written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

10.3 Effect of termination. In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then TCS shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

11. Miscellaneous Provisions

11.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

11.2 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

11.3 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

11.4 Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure

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Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

11.5 TATA Code Of Conduct: The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc= Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

(“Customer”) By: _____ Name:_____ Title: _____ Date:- _____	**Tata Consultancy Services Ltd.** (“TCS”) By: _____ Name: Venguswamy Ramaswamy Title: Global Head- TCS iON Date:- _____

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EXHIBIT A

DEFINITIONS

"Agreement" means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.

"Authorized Users" means only those individuals working for and on behalf of Customer, or for Customer's clients, or individual clients of Customer identified in **Schedule 2,** who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.

"Customer Data" means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.

"Confidential Information" means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and **"Receiving Party"** shall have the meaning assigned to each of them in Clause 8.

"Contract Term" means the period of contract specified in **Schedule 1**.

"**Computing Environment**" shall mean Customer's computer, hardware, software and operating environment, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in Schedule 3.

"**Customer Environment**" shall mean Customer's computer, hardware, software and operating environment as identified in Schedule 2, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in Schedule 3.

"Effective Date" means the date on which this Agreement has come into effect, as identified in **Schedule 1**.

"Equipment" means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in Schedule 2, to be supplied or made available by or on behalf of TCS (including by LISP), outside the Hosting Environment, for use by Customer's Authorised Users strictly for accessing TCS Application System for the purpose of availing of the Services hereunder.

"Exam Value" shall mean the total value of the particular Exam.

"Hosting Environment" means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.

"Intellectual Property Rights" means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.

"LISP" means local infrastructure services provider, a third party with whom TCS will contract for the provision of local infrastructure services.

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"Services" means the services to be performed by or on behalf of TCS under this Agreement as specified in scope of Services in **Schedule 2**.

"Services Commencement Date" means the date as notified in PO by the Customer on which the Services are agreed to be commenced.

"Services Environment" means collectively or severally (as the context may require) the Hosting Environment, TCS Link and Equipment.

"Taxes" means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.

"TCS Application System" means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2,** which TCS will either host on its Services Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.

"TCS Link" means a link either by way of a link located at a URL or a physical port prescribed by the TCS in **Schedule 2** established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.

"Use Terms" means the terms and conditions applicable for use of the respective items of TCS Application System as mentioned in Schedule 3 of this Agreement.

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SCHEDULE 1

CONTRACT DETAILS

Customer Name and details of its constitution	Registered office address	Details of Contact person

Contract Term	Effective Date	Service Commencement Date
- years from the Effective Date		

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SCHEDULE 2

I. TCS Application Systems:

- Application Management
- Allocation Management
- Item Management
- Digital Assessments
- Evaluation & Result Management
- Objection Management
- Help desk – (email / voice support)

II. SCOPE OF SERVICES:

Application Management	
1	**Capture Applicant Data – eForms**
Process	**Various means to capture applicant data**
	Applicant can apply online using digitized form available on official website
	Applicant data can be uploaded through standard template in the system using back office interface
Features	Ability to define application form using eForms
	Online publishing of eForm - Open up on any website
	Configure fields required to be captured in eForm
	Configure validations required for the eForm
	Ability to upload scanned copy of photograph
	Ability to upload scanned copy of signature
	Ability to upload scanned copy of thumb impression
	Ability to integrate with Payment Gateway
	Pre configured payment gateway with standard payment gateway providers.
	Ability to configure success page after form submission
	Ability to generate login ID and password for the applicant
	Email notification to the applicant for successful submission of application
	Ability to download all the applicants data
	Ability to upload applicant data in standard template
	View application form
	Edit application form
	Disable application form
	Search and Listing of application forms
	Ability to take print out of the filled application
2	**Application Form Status Check – eForms**
Process	**Update the application status – eForms**
	Applicant to see the status of the application using the login ID and password
	Back office administrator can update the application form status (Optional)
	There may be a scenario where application status is approved only if payment is successful (in case of draft / cheque)
Features	Ability to login into the system by applicant
	View the online application form along with status in read only mode
	Back office admin can login into the system and update the status of the applicant
	Notification to the applicant on the status update of the application

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Allocation Management	
1	**Test Center Management and Scheduling**
Process	**Register test centers & schedule the tests**
	Registration of various test centers and contact details
	Exam Center Verification using Capacity Estimation Process
	Configure the test details
	Map test centers with the test
Features	Ability to register test center
	Ability to configure new test along with schedule
	Back office admin can map the test centers and test
	Configurable Option to Define schedule for the test conducted at each test center
	Configurable Option to Define slots on each day for the test
2	**Hall Ticket Management**
Process	**.** Allocation of test cities will be done as per the candidates choice of city opted in the application based on the availability.
	Eligible candidates will be allowed to download the Hall Ticket from the assigned portal using their credentials
	Print the Hall Ticket
Features	Hall Ticket Generation
	View terms and conditions
	Confirmation email (containing Date / Location / Time / Address / Instruction / Test Name / Course Name / Hall Ticket No etc.) sent to the candidate email address after confirmed booking
	Candidates can view their booking details at any given point

	Item Management
1	**Manage Question**
Process	**Preparation of Questions for the test**
	Subject matter expert prepares various types of questions for the test
	Configuration of test parameters like negative marking, optional, difficulty level etc.
Features	Creation of Question Set
	Question paper configuration and attributes
	Ability to define negative marking
	Ability to define scrutiny criteria
	Ability to define different question types
	Authorize access to question and question paper
	Ability to proof read the question paper & allows to make suitable changes
	Ability to store the question papers in an encrypted form (256 bit encryption)
	Ability to set difficulty level
	Ability to upload the question bank in the Excel Format
	Ability to seal the questions/question papers post which no changes can be made. Ability to protect the QP with password

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Digital Assessments	
1	**Environment Check at Test Centers – Capacity Estimation & Capacity Verification**
Process	**Checking environment parameters at individual test centers**
	Ensure recommended software environment availability at test centers
Features	System check is performed across all centers and on all candidate systems
	Browser compatibility check
	OS compatibility check
	Check on the No. of available machines for the test with the required configurations
	Network configuration
	Certification of the nodes eligible for conducting the test
2	**Test Server Readiness**
Process	**Readiness for the test center to conduct the test**
	Request to download the question paper
	To Check the availability of the required internet bandwidth and connectivity
	Download the participant list who are going to be part of test center at particular timeslot
Features	Backup Server taking scheduled backup from Main Server at each Test Center
	Request and receive the test paper
	Encrypted data transfer
	Drive request (including Question paper) handling - Test center requesting for drive including question paper
	Ability to trace who requested for the drive including question paper from test center
	Download drive including tagged Question Paper on the server
	Download the participant list for the particular test center
	Login ID to be available for the participant to appear in the test
	Ability to upload the candidate responses in a 128 bit encryption
3	**Test Delivery and Monitoring**
Process	**Participant attempts for the test and test node monitoring**
	Hall ticket validity & id proof check
	Biometric & photo capture at the exam center on the day of exam
	Assigning login credentials for the test
	Participant logs into the system using the login credentials available with them
	Candidate attempt the test
	During the test, local administrator will monitor every node
Features	Validation of hall tickets brought by the applicants
	Allocation of the seat to the candidate
	Cancellation of registration if any discrepancy
	Role-based access
	User level authentication
	Unique questions for each candidate.
	One question per screen
	Question navigation
	Different color coding for attempted, not attempted, mark for review
	Jumbling of Answer Options
	Ability to navigate to other Sections before completing a Section

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	Monitoring log on the server for every candidate with his/her IP
	Complete traceability of any single candidate's node
	In case of Machine, Power or Network Failure, software shall be able to retrieve candidates attempted 'questions and its responses entered by the candidate fully.
	Display of his captured photo on the screen continuously
	Restart of Test in case of any disruption without loss of time to the candidate
	Back-Up and Restore available
	Ability to handle the Group Questions
	Ability to handle Multilingual Questions and the candidates can toggle on every question

Evaluation & Result Management	
1	**Merit list generation**
Process	**Generation of result and merit list based on the rules provided**
Features	Generate Results
	Generate Merit list
	Publish merit list

	Objection Management
Process	Provides platform to the candidates for raising objection against a question.
	Objection get reviewed by Subject matter expert.
Features	Ability to provide proof to upload documents, testimonials or texts from books.

	Help desk – (email / voice support)
Process	Attending and resolving candidate Queries by email and phone calls
	Communication of important or urgent information to the candidates by SMS/Emails or phone calls
Features	Ability to send bulk SMS
	Ability to send bulk Emails,
	Ability to provide Toll free numbers

III. Authorized Users:

Individuals registered with the Customer as candidates for the relevant examination, who has been duly designated and authorized by the Customer to use TCS Application System

Personnel working for and on behalf of Customer, who has been duly designated and authorized by the Customer to use TCS Application System.

TCS point of contact

IV. Target Environment

1. Services Environment

a) **Hosting Environment :**

TCS will perform all necessary maintenance and support the operation of the Hosting Environment and the TCS Application System and to provide the Services in accordance with the agreed service levels. TCS will promptly investigate and will make all commercially reasonable efforts to remedy any failure of the Services, Hosting Environment, TCS Application System and/or the TCS Link (defined hereinafter) to operate in good working order in accordance with the provisions of the Agreement

b) TCS Link and /or LISP Link:

TCS and LISP will provide the appropriate Network and LAN capability at each center to conduct TCS Online Assessment

c) TCS and /or LISP Equipment:

TCS and LISP will provide the following hardware and software tools at each center to run TCS Application System

Item	Description
Desktop	Dual Core/Core 2 Duo, 1GB RAM, 80 GB SATA HDD, 15”/17" display, Windows 7 and above Professional, Linux Ubuntu or equivalent OS approved by TCS, standard keyboard and mouse.
Antivirus	Stand-alone antivirus agent
Remote Management Agent	Agent
Server	Laptop

The desktop system will be configured with the following:

- An antivirus agent (included in the BOM) for virus protection. This antivirus agent will be managed from TCS Data Center for regular definition file updates, etc.
- For international locations a remote management agent (Included in the BOM) will be used for remote application and Operating System management from TCS DataCenter. Apart from the regular management tasks, the agent will also assist an end-user for getting online remote assistance from TCS as applicable.
- All consumables required for running the system are out of scope
- The desktop system will be deployed with a TCS recommended Standard Operating Environment (SOE) primarily consisting of recommended hardening policies for the Windows Operating System along with a set of system software. Such SOE typically imposes certain restrictions to a normal desktop user at the system level
- A Laptop will be used as a Server and will be deployed with a TCS recommended Standard Operating Environment (SOE) primarily consisting of recommended hardening policies for the Windows Operating System along with a set of system software. Such SOE typically imposes certain restrictions to a normal desktop user at the system level

2. Computing Environment

For locations outside India, TCS recommends the following as minimum configuration to be able to run the TCS Application:

- **Desktop** System with 1 nos. of Intel processor – Dual Core/Core 2 Duo
- Windows 7 and above Professional (32-bit version), Linux Ubuntu Operating System approved by TCS
- Minimum 1 GB RAM
- At least 80 GB SATA disk
- 15/17-inch monitor
- Standard keyboard and mouse.
- The supported browsers are Internet Explorer 6, 7 and Firefox 3.

- **Server** (Laptop) with 1 nos. of Intel processor – Core i3
- Windows 7 Professional (32-bit version) or above Operating System
- Minimum 2 GB RAM
- At least 320 GB Hard disk
- 14-inch monitor
- Standard keyboard and mouse.
- The supported browsers are Internet Explorer 6, 7 and Firefox 3.

The network bandwidth sizing at customer site for accessing the TCS Application System is expected to be 512Kbps. The customer confirms that an existing Internet link at the site will be used.

3. **Customer Environment -** NIL
4. **Reserve Date:** Each Assessment must have a reserve date agreed with TCS. This date should also appear on the hall ticket. In the event of a disruption, the Candidate will be required to re-appear for the test on this date.
5. **Disruption Management:**
   i. In the event of any unforeseen disruption(s) hampering the smooth conduct of a test, Customer agrees to provide physical security to TCS personnel at the concerned LISP
   ii. In the event of LISP network disruption, if a Candidate has begun their test, then they will have to wait till the network is resolved. For those Candidates who are yet to begin their test, they will be either allotted a new seat at the same centre or moved to a nearby centre. In the event both the latter options are unavailable, candidate's test will be rescheduled to Reserve Date specified in the hall ticket.
   iii. In the event a claim has been raised by any LISP on TCS for candidates misconduct at the LISP centre, TCS will raise a counter claim on the Customer

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SCHEDULE 3

USE TERMS for TCS Application System (TCS proprietary)

These Use Terms will govern the Use by Customer of TCS Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective _____ ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:

"**Target Environment**" shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. "**Services Environment**" has the meaning ascribed to it in the Agreement. "Customer Environment" has the meaning ascribed to it in the Agreement. "Use" means using and/or accessing the TCS Application System by the Authorised Users, whether it is installed on Customer Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the TCS Application System other than on Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

2.2 Proprietary and Confidentiality Markings or Notices. Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation.

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2.3 Restrictions on Copying. Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.

2.4 Trademarks. Customer will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof.

2.5 Breach. Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

3. OWNERSHIP AND PROPRIETARY RIGHTS

Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Customer. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS Application System or any enhancements, upgrades or derivative works thereof.

4. MISCELLANEOUS

In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Customer and TCS specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the TCS Application System.

("Customer") By: _____ Name:_____ Title: _____	**Tata Consultancy Services Ltd.** ("TCS") By: _____ Name:_____ Title: _____

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SCHEDULE 4

FEES FOR SERVICES

Solution	Price per candidate per session
TCS iON Assessment Solution	Prices as per PO

- Charges are exclusive of all taxes and duties, as applicable
- Customer shall pay 50% of the Invoice amount prior to the Assessment based on the approximate number of candidates to cover the pre examination activities like LISP identification, Admission, Registration processes etc. The remaining 50% shall be paid post completion of Assessment.
- Invoicing will be based on number of Registered Candidates as per the report from the TCS test center management system or for _____ candidates whichever is higher.
- The Customer will make the payment within 30 days from the date of Invoice.

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SCHEDULE 5

CHANGE CONTROL PROCEDURE

Either Party may request a change in the scope of Services or deliverables but no such change shall be effective and binding unless such changes are documented in a change control document in the format described in Annexure A below ("Change Control Document") and signed by both parties.

If Customer desires to propose a change in Scope of Services, Customer shall deliver to TCS a change request in writing, describing the changes proposed. Promptly following TCS' receipt of Customer's change request, TCS shall submit a written change order proposal to Customer. If TCS desires to propose any change, TCS shall submit to the Customer a written description of the change in the form of a proposed change order for Customer's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the time schedule or service levels under the Schedule 2.

On Customer's written approval of the change order document submitted by TCS the parties shall sign the Change Control Document whereupon the Scope of Services in Schedule 2 and any other relevant Schedule(s) shall be deemed to have been amended by the change order.

No change to any Scope of Services shall be binding on the Parties unless the Change Control Document has been signed by authorized representatives of each party.

Annexure A to Schedule 5

Change Request No.: _____

Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Agreement for Services dated _____between TCS and _____are hereby approved.

Description of Change:

Following are the changes/additions agreed to:

a) Schedule 1
b) Schedule 2
c) Schedule 4

Approved
Tata Consultancy Services Limited

_____ ____
Authorized Signatory *Date*

Customer

_____ ___
Authorized Signatory *Date*

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