

Responses for Pre-Bid Queries received from various Bidder(s) in respect of RFP for Selection of Service Provider for Exam Monitoring Unit (EMU) for Computer Based Examinations:

S. No.	RFP Section	RFP Reference Page No.	Points of clarification	Remarks/ suggestions	Comments Clarifications of the Committee
1	Scope of Work, Clause 3.2, sub-clause III	12	Based on the feasibility and integration with the ECA system, use technology to detect indicators of malpractice from the candidate audit logs (received from ECA central server) on a near real time basis during exam time. Nonetheless, the exercise will be carried out for the whole examinations shift after the completion of examination shift. The activity should be completed within 24 Hrs of receipt of exam logs.	<p>1. Suggested change "near real time basis during exam to the extent possible". If allowed by ECA, only then near real time indicators can be detected.</p> <p>2. Suggested change - "The Bidder malpractice indicators should be reported within 24 Hrs of receipt of exam logs" as the data is voluminous and is dependent on number of candidates.</p>	No change
2	Scope of Work, Clause 3.1, sub-clause III	10	Assist SSC in coordination and communication with Bidder agencies (CAA, CAT, ECA etc) for timely execution of activities before exam to help in smooth and fair conduct of examination by generating periodic	Request confirmation if the activity is required to be performed only for the exams whose work order has been given to EMU. This will help us in giving commercial quotation.	It is to be done for all examinations.

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			management reports as decided by SSC		
3	Scope of Work, Clause 3.3, sub-clause III	13	Assess SLA compliance of the activities of ECA, CAT, CAA, Jammers etc. and provide reports from time to time.	We seek clarification if assessment is only restricted to the requirements mentioned in the SLA section of respective RFPs (CAA/CAT/ECA).	Yes, Your understanding is correct.
4	Scope of Work, Point 3.3, B(II)-2nd sub clause	14	Handwriting samples, signature and thumb impressions/biometrics captured at various stages of examination will be compared for the examination conducted in multiple tiers	For budgeting and logistic reasons we wish to know approximately for how many candidates (per year) comparison of handwriting samples, signatures, and thumb impressions is required?	Approximately 70,000.
5	Service Level Agreements, Point 9.6	35	Mock exam - Reports to be submitted to RD by 1600 hrs of date of Mock Test	<p>i. Given that the scheduling of mock exams can differ from one examination to another and often take place in the evenings, we propose to amend the condition in the said clause in terms of "4 hours after completion of the mock exam" to accommodate these variations.</p> <p>ii. Additionally, the process of compiling observations, drafting the report, reviewing and acquiring necessary approvals is time-intensive, which makes the submission of the formal report on the same day challenging.</p>	<p>i. Agreed. Reports to be submitted to RD(s) within 4 hours after completion of the Mock Exam. [Amendment is being issued]</p> <p>Rest No change.</p>

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				<p>Therefore, we propose an amendment to the existing clause, allowing us to share an initial list of observations on the same day. The comprehensive formal signed report could then be submitted subsequently, in conjunction with the consolidated exam center visit report.</p> <p>iii. The said changes will also be required in corresponding SLA</p>	
6	Undertaking on Patent Right, Point 10.3	41	<p>1. I/We as Service Provider (SP) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.</p> <p>2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be</p>	<p>Following clause may be added: Service provider may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that service provider own in performing the Services. Notwithstanding the delivery of any Reports, service provider retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Service provider compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the</p>	No change.

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			<p>supplied by us. We shall indemnify SSC against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SP shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to SSC and persons authorized by SSC , irrespective of the fact of claims of infringement of any or all the rights mentioned above</p> <p>3. If it is found that it does infringe on patent rights, I/We absolve SSC of any legal action</p>	<p>Reports themselves as permitted by this Agreement.</p>	

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7	Termination, Point 6.8	17	SSC reserves the exclusive rights to terminate this bid process without giving any reasons. SSC makes no commitments, explicit or implicit, that this process will result in a commercial transaction with any of the bidders participating in the process. A bidder's participation in this process may result in SSC selecting the bidder concerned, to engage in further discussions and negotiations towards the finalization of the contract. The commencement of such negotiations does not, however, signify a commitment by the Commission to execute the contract or to continue with further negotiations.	Please add the following termination provision: "Service provider may terminate this Agreement, or any particular Services, immediately upon written notice to Client if service provider reasonably determine that it can no longer provide the Services in accordance with applicable law or professional obligations."	No Change.
8	Bid Securing Declaration from Bidders in lieu if EMD	45	Selection of Service Provider for Exam Monitoring Unit (EMU) for creation of Question bank for Computer Based Examinations, do hereby declare:	Since the RFP is related to Exam Monitoring Unit for computer based examination, so clause can replaced as mentioned below : "Selection of Service Provider for Exam Monitoring Unit (EMU) for Computer Based	Agreed. [Amendment is being issued]

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				Examinations, do hereby declare"	
9	Scope of Work, Clause 3.3, sub-clause III A (vii)	13	Digital & cyber analytics to identify remote access or abnormal events which can impact exam integrity based on data shared by ECA (post examination)	Please further clarify the given clause.	The clause is self-explanatory.
10	Technical Proposal - Other Requirements, Clause 8.3, sub-clause 4	32	Proposed methodology for submission of question	Please clarify the relevance of this point , not clear	This clause is to be removed. [Amendment is being issued]
11	Scope of Work, Clause 3.3, sub-clause I	13	Assist commission in grievance management - EMU team will conduct analysis on all the grievances received from candidates after exam (before result declaration) and assist in communication and closure of complaints through SSC	Please clarify the nature of grievance which are required to be analysed/assisted by EMU. We seek clarity as the responsibility of resolution of grievances is also mentioned in RFP for CAT.	All kind of exam related grievances.
12	Commercial Bids, clause 8.6	32	Day to day analysis (scope 3.3A) - per day	Since the scope of work mentioned in clause 3.3A that EMU should conduct detailed analysis of the entire examination data collected, therefore the commercial	No change.

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				quotation should be asked on "per exam" basis	
13	SLA Clause 9.6 Point 3	35	Consolidated report to be submitted within 02 weeks from the completion of exam	Request change in the SLA as below: Consolidated report to be submitted within 03 weeks from the completion of exam	No change.
14	SLA Clause 9.6 Point 4	35	Critical observations to be shared concurrently with RD and ECA - Rs. 5,000/missed incident	Request change in the SLA as below: i. Please confirm if incidents mentioned in this clause refers to scope mentioned in clause 3.2 A ii. Penalty imposed should be lesser than the fees quoted by the bidder per camera	i. Yes, it refers to scope mentioned in Clause 3.2 A. Also, scope can be enhanced in future with mutual consultation. ii. No change.
15	SLA Clause 9.6 Point 6	35	Penalty per centre quote for non-coverage of agreed sample centres during exam review - Rs. 10,000/day/venue	Penalty for non-coverage of agreed sample centres during exam review should be lesser than fees per centre quoted	No change.
16	Terms of Payment Clause 9.7	36	Payment shall be made only after the satisfactory completion of the given work order and due certification of the effect by the SSC	For during exam scope of work huge logistic investment is required and therefore atleast 25% of the anticipated during exam fees should be paid before the start of exam for which work order has been issued	No change.

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17	Clause 8.2, point 2	30	<p>Experience of bidder in consulting/advisory projects for central government or state government examination conducting agency</p> <p>I. Minimum 2 projects involving process review related to fraud/malpractice prevention with minimum value of INR 50 lacs– 5 marks each</p> <p>II. Minimum projects involving process review related to fraud/malpractice prevention with minimum value of INR 50 lacs in computer-based examination – 5 marks each</p> <p>Note – Bidder should show separate projects in point I and II above</p>	<p>The requirement mentioned in point I & II are same. Kindly remove the words "examination conducting agency" to differentiate between point I & II.</p>	<p>Agreed.</p> <p>Point No. 2 of Clause 8.2.1 Technical Evaluation Criteria, the word, “Experience of bidder in consulting/advisory projects for central government or state government examination conducting agency” may be read as “Experience of bidder in consulting/advisory projects/Implementation projects for central government or state government”.</p> <p>[Amendment is being issued]</p>
18	Clause 8.4, Point 7	32	<p>Planning, report generation, stakeholder coordination and any other activity mentioned in RFP other than 1 to 6</p>	<p>This clause is not clear kindly clarify</p>	<p>This clause is self-explanatory.</p>

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19	Clause 9.10	36	<p>Force majeure is herein defined as any cause which is beyond the control of the selected bidder or Staff Selection Commission as the case may be which they could not force or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract such as</p> <p>i. Natural phenomenon including but not limited to floods, droughts, earthquakes and epidemics</p> <p>ii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes</p> <p>The bidder or Staff Selection Commission shall not be liable for delay in performing their obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead</p>	<p>Request you to please add following clause:</p> <p>(i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>(ii) Where Bidder Personnel are required to be in present at Client's premises, Bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary</p>	<p>As per General Conditions of Contract (GCC) issued by Department of Expenditure (DoE), Government of India.</p>

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			to termination of contract by parties and all obligations, expressed quantitatively shall be calculated on date of termination.	limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an Bidder resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	

S.No	RFP section	RFP ref.Pag e No.:	Point of clarification	Remarks	Comments/Clarifications of the Committee
20	8.2 Technical Evaluation Criteria:	Page- 30	<p>Experience of bidder in consulting/advisory projects for central government or state government examination conducting agency</p> <p>I. Minimum 2 projects involving process review related to fraud/malpractice prevention /detection with minimum value of INR 50 lakhs – 5 marks each</p> <p>II. Minimum 2 projects involving process review related to fraud/malpractice prevention/detection with minimum value of INR 50 lakh in computer-based examination – 5 marks each</p> <p>Note – Bidder should show separate projects in point I and II above</p>	<p>It is requested that in order to increase the competition, the clause may please be amended as "Experience of bidder in consulting/advisory projects/Implementation projects for central government or state government examination conducting agency</p> <p>I. Minimum 2 projects involving process review related to fraud/malpractice prevention /detection with minimum value of INR 50 lakhs – 5 marks each</p> <p>II. Minimum 2 projects involving implementation /process review related to fraud/malpractice prevention/detection with minimum value of INR 50 lakh in computer- based examination – 5 marks each</p> <p>Note – Bidder should show separate projects in point I and II above."</p>	<p>Agreed.</p> <p>Point No. 2 of Clause 8.2.1 Technical Evaluation Criteria, the word, "Experience of bidder in consulting/advisory projects for central government or state government examination conducting agency" may be read as "Experience of bidder in consulting/advisory projects/Implementation projects for central government or state government".</p> <p>[Amendment is being issued]</p>

21.8.2	Technical Evaluation Criteria:	page no:31	<p>point no.: 05 :Key experts' qualification and competence for this project</p> <p>1. Technical team leader – 4 marks a. Minimum qualification (B Tech) b. Experience in working on designing Artificial Intelligence and Machine learning based models c. Minimum 3 years of technical experience in exam analytics / (at least 1 year)</p> <p>2. Computer forensic/ incident response expert – 4 marks a. Minimum educational qualifications (minimum technical graduate and any diploma/certification in cyber forensics) b. Minimum 1 project related to cyber forensics</p> <p>3. Support Team Members (2 marks)</p>	<p>For Project execution, no cyber forensic expert is needed therefore Expertise related to cyber forensic or project execution related to cyber forensic need not be asked from EMUs.</p> <p>In view of above, it is requested that the clause may please be amended as:</p> <p>"Key experts' qualification and competence for this project</p> <p>1. Technical team leader – 4 marks a. Minimum qualification (B Tech) b. Experience in working on designing Artificial Intelligence and Machine learning based models c. Minimum 3 years of technical experience in exam analytics / (at least 1 year)</p> <p>2. Computer forensic/ incident response expert – 4 marks a. Minimum educational qualifications (minimum technical graduate and any diploma/certification in cyber forensics/Cyber security) b. Minimum 1 project related to cyber forensics/cyber security "</p> <p>3. Support Team Members (2 marks)</p>	<p>Agreed.</p> <p>Point No. 5 .1 (b) of Clause 8.2.1 Technical Evaluation Criteria is being removed.</p> <p>Point No. 5 .2 (a) & (b) of Clause 8.2.1 Technical Evaluation Criteria, the word “cyber forensics” may be read as “cyber forensics/cyber security”.</p> <p>[Amendment is being issued]</p>
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