

Tender Notice No. 1/2023, Dated 01/03/2023

Based on the queries received from the bidders who attended the Prebid meeting regarding OARSC on 10/03/2023, the reply is given as below.

Sr. No.	Points for Clarifications	Reply																		
1	We request that post release of the Pre-bid Queries response –Vendors be given 7-10 working days to work on the Tender documents –hence to please extend the submission date accordingly in case of a delay in release of the Pre-bid queries Response	<p>Last date for bid submission modified as:23.03.2023 Consequently, the dates mentioned in Sl. No. 11 – 15 of the fact sheet have been modified as follows:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Subject</th> <th style="text-align: center;">Details</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">11</td> <td>Last date for bid submission</td> <td>23.03.2023 at 4.00 p.m.</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Opening of Technical bid cover I</td> <td>23.03.2023 at 05.00 p.m.</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Declaration of qualified bidders as per the details furnished in Questionnaire and Annexure</td> <td>24.03.2023</td> </tr> <tr> <td style="text-align: center;">14</td> <td>Presentation & Demonstration by Qualified bidders</td> <td>27.03.2023 at 11.00 a.m.</td> </tr> <tr> <td style="text-align: center;">15</td> <td>Opening of Financial Bid of technically eligible bidders.</td> <td>30.03.2023 at 3.00 p.m.</td> </tr> </tbody> </table>	Sl. No.	Subject	Details	11	Last date for bid submission	23.03.2023 at 4.00 p.m.	12	Opening of Technical bid cover I	23.03.2023 at 05.00 p.m.	13	Declaration of qualified bidders as per the details furnished in Questionnaire and Annexure	24.03.2023	14	Presentation & Demonstration by Qualified bidders	27.03.2023 at 11.00 a.m.	15	Opening of Financial Bid of technically eligible bidders.	30.03.2023 at 3.00 p.m.
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2	We request that bidders be allowed to submit EMD from Scheduled bank too or to submit a Bid Declaration Document in lieu of EMD as per std govt process	As per Tender document																		
3	We request that Bidders be allowed to email the Tender submission instead of offline Submission	As per Tender document																		
4	Please confirm that Vendors who CERTIN Certified too can apply for this Tender and not necessarily empanelled with CERTIN	“Organisations / Firms registered with the Indian Computer Emergency Response Team (CERT-in) empanelled is not necessary.																		
5	<p>To be fair to all vendors we request to please change this to : Average annual turnover of the Firms from Online Examination projects for the period 2019-2020, 2020-2021, 2021-2022</p> <p>As vendors do not bill clients separately for Online Applications registration projects and Online Examination Projects</p>	<p>Reduced to 5 Crores. (Consequent to the revised turn over amount from 15 Crore to 5 Crore, the corresponding slab mentioned in 23 e (scoring model) sl.no 2 under Financial Capability (INR) shall be read as follows:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Sl.No</th> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Max Score</th> <th style="text-align: center;">Score</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2</td> <td colspan="3" style="text-align: center;">Financial Capability (INR)</td> </tr> <tr> <td style="text-align: center;">2.1</td> <td>Average annual turnover of the Firms for the period 2019-2020, 2020-</td> <td style="text-align: center;">5</td> <td></td> </tr> </tbody> </table>	Sl.No	Criteria	Max Score	Score	2	Financial Capability (INR)			2.1	Average annual turnover of the Firms for the period 2019-2020, 2020-	5							
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			5 Crore to 10 Crore		2
			More than 10 Crore to 20 Crore		4
			More than 20 Crore		5
6	<p>To be fair to all vendors request that this be changed to :</p> <p>½ Marks for each Educational Institute/ University (Max. 5 Marks)</p> <p>1 mark for each Central/ State Govt client (Max. 8 Marks)</p> <p>As this project comes under the Govt school education department hence the Staff selection criteria is not relevant</p>	As per Tender document			
7	Request that the timeline be mutually discussed and agreed upon by both parties	As per Tender document			
8	<p>We assume that per Successful Completed Registration means per Scheduled Candidate who is issued an Admit card .</p> <p>Since this is a 3+2 year contract project, GST/ Taxes would be charged extra as per the Govt Applicable rate- any hike would be accordingly borne by the client</p>	The hike may be decided as per the head of organization as per the circumstances.			
9	The customer shall pay all undisputed invoices within 30 days (or the credit period as negotiated by the business team) from the date of invoice. In case the customer does not pay the undisputed amounts within 30 days (or the credit days agreed), the same shall be constituted as an EOD by customer. A notice of EOD will be issued with a cure period of 15 calendar days (this is to be included only if there is a cure period made available to us for our EOD) and in the event the EOD is not cured within the cure period given , the service provider has a right to terminate the contract without any further notice.	As per Tender document			
10	<p>Request Client to consider the following:</p> <p>i) In the event of recovery of Penalty, if any, the Client shall recover the same from the amounts payable to the Service Provider and not from the Performance Bank Guarantee.</p> <p>ii) The penalty shall be imposed on the bidder only if the cause for such penalty is directly and solely attributable to the bidder.</p> <p>iii) The total cumulative Penalty imposed on the bidder shall not exceed 5% of the Work Order from which the penalty arises.</p> <p>iv) Client shall raise its concerns or objections to the Bidder within 30 days of the services provided. Client shall not impose any penalty/ damages on the Bidder if no objections are raised within the stipulated period.</p> <p>v) The Bidder shall be given a cure period of 30 days to rectify/remedy any defaults / defects / shortcomings penalty before imposition of any penalty.</p>	As per Tender document			

	vi) Any penalty/ damages shall be for proven defaults, solely and directly attributable to the bidder.	
	vii) The Penalty/ damages shall be levied only if there is any deviation from the SOP, which, upon the award of the contract, both parties shall prepare in detail for provision of services and which shall form a part of the Agreement.	
	viii) The bidder shall be given an opportunity of making a representation and of personal hearing before final imposition of penalty or termination.	
	ix) An escalation matrix should be mutually decided between both the parties.	
11	Request the Client to consider the following modification: “In the event of material breach by the Service Provider, the Tendering Authority shall notify the Service Provider of such material breach and if the Service Provider fails to remedy such material breach within 30 days from the date of notice, The Tendering Authority may, without prejudice to any other remedy for material breach of contract, by written notice of default of at least 30 days sent to the Service Provider, terminate the Contract in whole or part,”	As per Tender document
12	Request the Client to consider the following modification: “If the Service Provider fails to deliver any or all of the Goods or Services within the period(s) specified in the Contract due to reasons solely and directly attributable to the Service Provider, the Tendering Authority may terminate the Agreement by giving a written notice of 30 days to the Service Provider,”	As per Tender document
13	Request the Client to consider the following modification: “If the Service Provider fails to perform as per the Quality standards and as per the Scope of the Work due to reasons solely and directly attributable to the Service Provider, the Tendering Authority may terminate the Agreement by giving a written notice of 30 days to the Service Provider,”	As per Tender document
14	Request the Client to consider the following modification: “The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of not less than 30 days sent to the Service Provider, may terminate the Contract in whole or part, if the proved beyond a reasonable doubt that the Service Provider is not executing its services as per the Standard Operating Procedure mutually agreed between the Parties.”	As per Tender document
15	Request the Client to provide an opportunity of personal hearing and representation to the Bidder before blacklisting.	As per Tender document.
16	Request the Client to consider the following modification:	As per Tender document.

	<p>“The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred interilic directly due to the action of the Bidder during and after the contract period out of: -</p> <p>a) Any gross negligence or wrongful act or omission by the Bidder or any subcontract or third party in connection with or</p> <p>b) Incidental to this contract or</p> <p>c) Any material breach of any of the terms of this contract by all Service Providers or any subcontract or third party.”</p> <p>Request Client to cap the total cumulative Indemnity of the successful bidder at 5% of the Work Order value from which gives rise to such indemnity.</p>	
17	<p>Request the client to modify and rephrase the same as following:</p> <p>The aggregate liability of either party to the other party shall not exceed 10% of the total contract value.</p>	As per Tender document.
18	<p>Request the client to consider the following:</p> <p>Each Party shall continue to be the owner and hold their respective Intellectual Property Rights. The rights, title and ownership of the IPR shall not be transferred. The source code of the software shall belong to the software provider. Provision of license for the use of the software for the required term can be discussed between all the parties.</p>	As per Tender document.
19	<p>Request Client to consider the following:</p> <p>The service provider shall be provided an opportunity of personal hearing/ Representation to represent the facts before imposition of any penalty/liability/blacklisting.</p>	As per Tender document.
20	<p>Request Client to consider the following:</p> <p>Each party shall reserve the right to terminate the contract for reason of convenience by giving a written notice of not less than 30 days to the other party.</p>	As per Tender document
21	<p>Request client to consider the following-</p> <p>Payment of all undisputed invoices shall be made by the Client within a stipulated period of thirty (30) days from the date of invoice raised by service provider. Any unpaid invoice shall be constituted as Event of Default (EOD) by the Client. A fifteen (15) days written notice of EOD shall be issued by service provider to the Client, providing a cure period for the stipulated time. In the event of non-payment of the invoice amount within the cure period, service provider shall have the right to terminate the Contract effective immediately, without any further notice.</p>	As per Tender document
22	Request Client to consider the following:	As per Tender document

	Each Party shall reserve the right to Assign or sub contract a part of the contract with prior written approval from the other Party.	
23	A. Please confirm tentative go live date for the Online Application Portal	As per Tender Document
	B. We assume duration of hosting of Online Application will be for only 3+2 years. Please confirm	
	C. 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.	
	D. We assume the language of the helpdesk is English & Tamil will suffice the requirement. Please confirm.	
	E. Please confirm the helpdesk number would be a standard landline helpdesk number. Please confirm	
24	A. For online payment we assume the transaction charges for online payment will be borne either by CLIENT or levied to candidates. Please confirm.	As per the RBI guidelines
	B. We assume the registration fees collected through online payment will need to be credited directly into CLIENT bank account.	The amount has to be credited to TRB Account in T+2days
	C. Please confirm if the Third party Payment collector for integration will be provided by CLIENT or need to be provided by the bidder	To be provided by the bidder
25	We request further clarity on this requirement.	As per Tender document
26	We request further clarity on this requirement.	As per Tender document
		The portal may be reopened if TRB requires.
27	Request to further elaborate on the requirement. Kindly confirm that sending mails to candidate using e-mail gateway service provider will suffice the requirement.	As per Tender document
	Kindly confirm that necessary configuration required in tn.gov.in mail setup will be done by TRB for sending mails via required mail id.	
28	Kindly confirm that for each recruitment drive there would be separate portal instance, meaning for applying for different positions candidate will be required to access different portal and create new user for applying.	Candidate dashboard is dependent on that particular recruitment.
29	We request further clarity on this requirement.	As per TRB requirement time to time the portal has to be designed.
30	The project timelines will be mutually discussed and agreed upon.	As per Tender document.
31	Reason for candidate disqualification to be received from TRB.	Yes
	This can be included in the candidate dashboard.	As per Tender document.
32	Dedicated server for TRB should be at NESIT premises or at TRB.	Cloud server and dedicated server at TRB

33	1. Kindly confirm that OMR sheet of individual candidate in pdf format will be provided by TRB?	1.Yes. This tender document is for OARSC, the finally selected vendor shall have candidate application details only. So the candidates OMR sheets will be given by TRB.
	2. Report containing details of candidate who have downloaded the OMR and when was it downloaded shall suffice the requirement, kindly confirm?	2.Yes. The requirement may be added.
34	All changes to be mutually discussed and decided whether it can be implemented or not.	As per Tender Document
35	1. Please confirm if NSEIT has to give the link for answer key challenge or only the provision for the link to be provided.	As per Tender Document
	2. In case answer key challenge system of vendor is required, we assume that will be required only in case of CBT based examination conducted by Vendor, kindly confirm.	
36	Timelines to be mutually decided as per the count of the registered candidates of the given examination.	As per Tender document
37	Timelines to be mutually decided as per the count of the registered candidates of the given examination.	As per Tender document T+2 days.
38	This depends on the type of data or documents required by the third party. If it is readily available, then will be submitted immediately else timeline will be mutually decided by TRB, NSEIT and third party.	As per Tender document
39	1. We assume that providing access to view the dashboard of online application like count of registered candidate, paid candidate etc category wise, post wise district wise etc shall suffice the requirement, kindly confirm.	As per Tender document
	2. Request to further elaborate on the requirement	
40	The project timelines will be mutually discussed and agreed upon.	As per Tender document
41	Size of the photo/signature file in terms of kbs can be validated by the system, kindly confirm this will suffice the requirement.	As per Tender document
42	We assume that for every examination vendor will need to host a different registration portal, hence 1 portal will have application for only 1 examination. If more than 1 examination then candidate will be able to apply for only 1 examination via that portal, kindly confirm.	Should be maintained in a single portal
43	Request to further elaborate on this requirement.	Your views are needed.
44	We assume that all the candidate details that are required to be captured in the application and validation of eligibility will be provided by TRB, kindly confirm.	Your views are needed.
45	Request to further elaborate on this requirement.	Your views are needed.
46	1. e	As per Tender document
	2. What kind of permissions and roles are expected under this requirement	

	3. Under Administration login apart from reports and dashboard what other features will be required.																			
47	We assume that providing each registered candidate's all applicable files in a folder with nomenclature of candidate's user id/ registration number with that folder contains respective candidate's uploaded documents, photo, sign and application pdf shall suffice the requirement, kindly confirm.	It is not folder it is document which will be uploaded by candidate.																		
48	We request further clarity on this requirement	Since Admin and super admin dashboard will be developed the training on the dashboard is needed and to be provided by the service provider.																		
49	We request further clarity on this requirement	As per Tender document																		
50	Kindly confirm till when do we have to store the data with NSEIT for each post.	6 Month after the completion of the particular recruitment. Specific Orders of TRB to be taken in written.																		
51	Request to further elaborate on the objective of this requirement	As per Tender document																		
52	We assume that providing each registered candidate's all applicable files in a folder with nomenclature of candidate's user id/ registration number with that folder contains respective candidate's uploaded documents, photo, sign and application pdf shall suffice the requirement, kindly confirm.	As per Tender document																		
	User will be able to view the documents by accessing documents from respective candidate's folder, kindly confirm this shall suffice the requirement.	No, the candidate has to view the document as photo and sign.																		
53	to diminish the average turnover to Rs 1 Crore. Or consortium allowed for this financial part	Reduced to 5 Crores. (Consequent to the revised turn over amount from 15 Crore to 5 Crore, the corresponding slab mentioned in 23 e (scoring model) sl.no 2 under Financial Capability (INR) shall be read as follows:																		
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54	Exemption in number of employees in organisation. Also as per mentioned number in tender, will the part time, contract employees can take into consideration?	Yes, part-time and contract																		

55	Exemption for CERT Certification.	"Organisations / Firms registered with the Indian Computer Emergency Response Team (CERT-in) empanelled is not necessary.																					
56	1) Do you need us to do the Security Audit by government authorized Agency only?	Yes																					
57	2) Please provide more clarifications on the payment gateway and payment processing?	Payment gateway has to be done by Agency to the Nodel Account																					
58	3) Will TRB provide the all gateway like email, sms, payment?	Only SMS whitelisting will be done by TRB																					
59	4) Can you provide us a minimum hardware specification required?	Based on candidate's count and data and document collected.																					
60	5) Do you need cloud server or dedicated server? If cloud server, do you have any specific cloud service to be used?	Dedicated server at TRB and cloud server.																					
61	6) Can you please provide us samples for the application and hall ticket and reports formats.	Annexure																					
62	7) Do you need a domain name and SSL certificate for the application developed? Or TRB will provide the subdomain?	Domain name and SSL Certificate should be obtained by the bidders																					
63	8) Due to the pandemic all the business across the world went to a downfall for last three years and the economy went to a halt. As we are small MSME organizations having all the skill set and capability to delivery the project but the turnover fixed as 15 cores is very high. Can TRB bring down the eligibility to minimum possible and make it a point based eligibility.	<p>Reduced to 5 Crores. (Consequent to the revised turn over amount from 15 Crore to 5 Crore the corresponding slab mentioned in 23 e (scoring model) si.no 2 under Financial Capability (INR) shall be read as</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Criteria</th> <th>Max Score</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>2</td> <td colspan="3">Financial Capability (INR)</td> </tr> <tr> <td>2.1</td> <td>Average annual turnover of the Firms for the period 2019-2020, 2020-2021, 2021-2022.</td> <td rowspan="4">5</td> <td></td> </tr> <tr> <td></td> <td>5 Crore to 10 Crore</td> <td>2</td> </tr> <tr> <td></td> <td>More than 10 Crore to 20 Crore</td> <td>4</td> </tr> <tr> <td></td> <td>More than 20 Crore</td> <td>5</td> </tr> </tbody> </table>	Sl. No	Criteria	Max Score	Score	2	Financial Capability (INR)			2.1	Average annual turnover of the Firms for the period 2019-2020, 2020-2021, 2021-2022.	5			5 Crore to 10 Crore	2		More than 10 Crore to 20 Crore	4		More than 20 Crore	5
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64	9) I kindly request TRB not to reject small companies with proven experience and skill set.	<p>Reduced to 5 Crores. (Consequent to the revised turn over amount from 15 Crore to 5 Crore the corresponding slab mentioned in 23 e (scoring model) si.no 2 under Financial Capability (INR) shall be read as</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Criteria</th> <th>Max Score</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>2</td> <td colspan="3">Financial Capability (INR)</td> </tr> <tr> <td>2.1</td> <td>Average annual turnover of the Firms for the period 2019-2020, 2020-</td> <td rowspan="2">5</td> <td></td> </tr> </tbody> </table>	Sl. No	Criteria	Max Score	Score	2	Financial Capability (INR)			2.1	Average annual turnover of the Firms for the period 2019-2020, 2020-	5										
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65	We kindly request you to confirm us whether the agency who take the project of Online Application and Registration is eligible to apply for the Online/offline examination process tender which may be released by TRB in future”	OARSC Vendor cannot participate in examination tender																					
66	Request to revise / amend the clause as below: Bidder should have executed similar projects at least for 3 Govt Depts / PSU / Public Service Commission / Staff Selection Commission / Union Public Service Commission in the last five years .	As per Tender document																					
67	Request to revise / amend the clause as below: The bidder should have at least regular 30 or more technical employees employed in- house in India for design, development of software, maintenance of software, networking, and data security. The proof of ESI/PF registration or self-declaration shall be submitted.	As per Tender document																					
68	This tender is for Software Development so CERT-IN empanelment will restrict the capable bidders so we request to delete this clause . However the application / portal will be CERT-IN certified.	“Organisations / Firms registered with the Indian Computer Emergency Response Team (CERT-in) empanelled is not necessary.																					
69	Request to revise / amend the clause as below: Overall IT staff strength (Project Management/ Development/ Quality Assurance / Implementation/ Operations) >=30 – 40 (2 Marks) >41 – 50 (3 Marks) >50 (5 Marks)	As per Tender document																					
70	Average annual turnover of the Firms from similar projects for the period 2019-2020, 2020-2021, 2021-2022	<p>Reduced to 5 Crores. (Consequent to the revised turn over amount from 15 Crore to 5 Crore, the corresponding slab mentioned in 23 e (scoring model) sl.no 2 under Financial Capability (INR) shall be read as follows:</p> <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Criteria</th> <th>Max Score</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>2</td> <td colspan="3">Financial Capability (INR)</td> </tr> <tr> <td>2.1</td> <td>Average annual turnover of the Firms for the period 2019-2020, 2020-2021, 2021-2022.</td> <td rowspan="3">5</td> <td></td> </tr> <tr> <td></td> <td>5 Crore to 10 Crore</td> <td>2</td> </tr> <tr> <td></td> <td>More than 10 Crore to 20 Crore</td> <td>4</td> </tr> </tbody> </table>				Sl.No	Criteria	Max Score	Score	2	Financial Capability (INR)			2.1	Average annual turnover of the Firms for the period 2019-2020, 2020-2021, 2021-2022.	5			5 Crore to 10 Crore	2		More than 10 Crore to 20 Crore	4
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71	Request to revise / amend the clause as below: Number of Web Portal / E-Governance Projects 3 Projects (Max. 5 Marks) 4 - 6 Projects (Max. 8 Marks)	As per Tender document	
72	Request to delete this specific clause so that an equal opportunity can be given to other bidders worked with other Govt. Departments.	As per Tender document	
73	Request to revise / amend the clause as below: Maximum number registrations done in last five year (as on date of bid submission)	As per Tender document	
74	Request to revise / amend the clause as below: Number of assignments (with more than 5 lakhs registrations) completed for various Govt. / Private Institutions / recruitment agencies in India in last five years (as on date of bid submission)	As per Tender document	

TENDER INVITING AUTHORITY