


EdCIL (India) Limited
(A Govt of India Mini Ratna Category-I Enterprise)
18-A, Sector-16 A, Noida, UP (201301)

Date: 07.03.2022

Corrigendum to Tender Ref. No. EdCIL/OTAS/Services/2022/001 dated
14.02.2022

The last date for submission of bid in respect of the above tender has been extended upto 14.03.2022 3:00 PM.


7/3/2022
General Manager (OTAS)

Reply to the Pre-bid queries

Tender No. EdCIL/OTAS/Services/2022/001 dated 14.02.2022

S.No	Chapter No	Page No	Clause as per Tender	Clarification Sought	EdCIL's Reply
1	3. "Instructions for e-tendering"	11	3.3.3 A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected	It is ambiguous whether the Financial Bid Form needs to be uploaded in pdf or .xls format. As per Annexure XV "Financial Bid Form" is provided in PDF format whereas, on page no.8, S.No. 1 of Envelope 2, it is mentioned that Financial Bid Document format is .XLS. Kindly provide clarity on the same.	The financial bid needs to be uploaded in .xls format.
2	1 "Offline and Online Bid Submission Documents"	6	b. Original copy of Demand draft/ PBG towards EMD	It is unclear whether EMD needs to be submitted as PBG or DD, because on page no. 6 under section 1.2 "Online Submissions", the document to be uploaded for technical bid is mentioned as "Annexure II- Bank Guarantee Towards Bid Security ". Kindly provide clarity on the same.	The EMD can be submitted either in the form of Demand Draft or in the form of Bank Guarantee. Copy of demand draft or bank guarantee needs to be uploaded during bid submission. The original copy of demand draft/bank guarantee needs to be submitted physically.
3	5 "Eligibility & Bid Evaluation"	23	5.4.9 Penalty Terms	Suggested Clause: A clause should be added to penalty terms that: "The maximum applicable deduction in lieu of penalty would be 10% of the contract value/ rate"	No change.
			5.4.9 Penalty Terms a. "In case of CCTV Camera(s) not being deployed/functional by bidder at required examination centres, Bidder would be penalized as below:"		



		100% penalty (number of candidates*per candidate rate) shall be levied in respect of the specific examination centre;	Request you to kindly amend the clause as below for better clarity: <ul style="list-style-type: none"> •Candidates admitted for that specific Examcentre would not be paid. • 100% amount would be penalized as of Candidates admitted for that specific Exam centre (number of candidates*per candidaterate) 	The clause is clear. In case of CCTV camara(s) not being deployed/functional by bidder at required examination centres, 100% penalty (<i>number of candidates x per candidate rate</i>) shall be levied in respect of the specific examination centre. <i>Number of candidates</i> means candidates admitted for that specific exam centre.
		In case the deployment fails in more than 0.5% centres, only 50% of the due payment shall be made.	Request you to kindly remove this clause. Because, as per Chapter 6- Scope of Work, Clause 6.4 LIVE CCTV WEBCASTING SERVICE, Sub-clause 6.4.1.7 Bidder has to ensure 95%live camera feed which means bidder is allowed a 5% exemption. Therefore, this penalty clause will not be applicable.	In case the deployment fails in more than 50% centres, only 50% of the due payment shall be made.
		100% penalty (number of candidates*per candidate rate) shall be levied in respect of candidates left out from CCTV surveillance in examination centre	Request you to kindly amend the clause as below for better clarity: <ul style="list-style-type: none"> • Amount of leftover candidates would not be paid • 100% amount would be penalized as of leftover (number of candidates*per candidate rate) 	It is clarified that 100% penalty (number of candidates x per candidate rate) would be levied in respect of the leftover candidates i.e. left out from CCTV surveillance in examination centre. It means amount in respect of candidates leftover from CCTV surveillance would not be paid.



		<p>5.4.9 Penalty Terms b. In case of failure of biometric scanner for finger print/Iris authentication, bidder would be penalized as below:</p> <ul style="list-style-type: none"> • 100% penalty (number of candidates*per candidate rate) shall be levied in respect of the number of candidates failed to be authenticated for finger print/ Iris authentication. 	<p>Request you to kindly amend the clause as below for better clarity: In case of failure of biometric scanner for finger print/Iris authentication, bidder would be penalized as below:</p> <ul style="list-style-type: none"> • Amount of leftover candidates would not be paid • 100% penalty (number of candidates*per candidate rate) shall be levied in respect of the number of candidates failed to be authenticated for finger print/ Iris authentication. 	<p>It is clarified that 100% penalty (number of candidates*per candidate rate) would be levied in respect of the leftover candidates i.e. the number of candidates failed to be authenticated for finger print/Iris authentication.</p>
		<p>5.4.9 Penalty Terms c. In case of failure of HHMD frisking any candidate, bidder would be penalized as below:</p> <ul style="list-style-type: none"> • 100% penalty (number of candidates*per candidate rate) shall be levied in respect of the number of candidates failed to be frisked through HHMD device 	<p>Request you to kindly amend the clause as below for better clarity: In case of failure of HHMD frisking any candidate, bidder would be penalized as below:</p> <ul style="list-style-type: none"> • 100% penalty (number of candidates*per candidate rate) shall be levied in respect of the number of candidates failed to be frisked through HHMD device 	<p>It is clarified that 100% penalty (number of candidates x per candidate rate) shall be levied in respect of the number of candidates failed to be frisked through HHMD device.</p>
		<p>5.4.9 Penalty Terms d. In case of Entry / Crowd management service not being delivered at required examination centres/venue, penalty equivalent to 5 (five) times of total amount admissible in respect of that examination centre/venue will be imposed.</p>	<p>Request you to kindly amend the clause as below: In case of Entry / Crowd management service not being delivered at required examination centres/venue, bidder would be penalized as below:</p> <ul style="list-style-type: none"> • Amount of leftover candidates would not be paid • Penalty equivalent to 1 (One) time of total amount admissible in respect of that examination centre/venue will be imposed. 	<p>In case of Entry / Crowd management service not being delivered at required examination centres/venue, penalty equivalent to 2 (Two) times of total amount admissible in respect of that examination centre/venue will be imposed.</p>

4	7 "Contract Period and Payment Terms"	40	i) 75% of the invoice amount after successful conduction of the examination of respective examination cycle.	This clause should be amended as "75% of the invoice amount after successful delivery of the services as per the SOW of the work allotted to be done."	No change.
			ii) 25% of the invoice amount after handing over of complete deliverables.	This clause should be amended as "25% of the invoice amount after handing over of complete data of candidates and Reports.	25% of the invoice amount after handing over of complete data of candidates and Reports.
			7.2.7 Normally three months' time is required for processing of payments subject to availability of funds in the project	As per MSME Guidelines, the payment should be done within 30-45 days from the date of invoice generation.	Wherever vendor belongs to MSME category, respective guidelines for release of payment to MSME vendor would be endeavored.
		Suggested Clause:	A clause should be added to payment terms that: "Due to the ongoing pandemic situation/force majeure/Internal activity of tenderer if the examination is cancelled within 0 to 48 hours of the examination start time, the bidder would be paid minimum 90% of the total value to be paid. As the bidder will have already incurred the expenses in transportation, logistics arrangement and planning by that time	The issue will be addressed mutually between successful vendor and EdCIL. However, decision of competent authority of EdCIL will be final taking into account the risk & final liability.	

