

भारतीय दिवाला और शोधन अक्षमता बोर्ड
Insolvency and Bankruptcy Board of India

7th Floor, Mayur Bhawan, Shankar Market, Connaught Circus, New Delhi -110001

**PRE – BID QUERIES AND CLARIFICATIONS ON THE RFP NO. = ESTT-15/1/2021-IBBI FOR
ADMINISTRATION OF ONLINE LIMITED INSOLVENCY EXAMINATION**

S. No	Page number	Bid document reference number	Content of bid document for clarification	Points of clarification	Clarifications /Reply of IBBI
1	1		EMD of Rs 5 lakhs	As per the Notification released by Ministry of Finance dated 12 th Nov 2020 request that Vendors be allowed to submit a Bid Declaration Form in lieu of the EMD Amount as most tenders are now being released without EMD due to the severe cash crunch situation in the industry.	In this regard, a corrigendum dated 16 Feb 2021 to Tender Ref No.- ESTT-15/1/2021-IBBI has been issued and uploaded on the IBBI website.
2	40		Annexure III- Qualification Criteria – point 2	We request that Turnover details of 2019-20 also be considered as most organizations have completed their Audit currently	If the audited financials for 2019-20 are available, then the same may be considered
3	31		Financial Bid	We assume per Enrollement means Per Scheduled Candidate per Session GST will be quoted extra – currently its 18%	Yes. Applicable taxes from time to time may be quoted.

				<p>As this is a multi year contract – any hike by the Govt will be accordingly borne by the client</p> <p>Request that Vendors be allowed to quote additionally for Covid19 precautions cost</p>	<p>Same as above</p> <p>The per enrollment cost should be the final quote. The final quote may be made taking into account any/all incidental or ancillary costs of vendor.</p>
4	16	Patent Rights	<p>All rights for reproduction, editing and future use for the computer-based examination activities shall be with IBBI unless otherwise stated explicitly and agreed by IBBI at the time of accepting the proposal. The bidder shall indemnify IBBI against any third-party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract.</p>	<p>Request IBBI to note the following:</p> <p>Bidder owns the source code of the Registration portal and Test Engine Software together with all associated rights, title and interest.</p> <p>The Tests/Assessment procedures, Templates, will be designed and developed by bidder in consultation with the Client on Bidder’s Test Engine. This in no way means any sale, assignment or transfer of ownership or transfer of Intellectual rights. Bidder will be entitled to use the same solely in terms of the Agreement and in no other manner The intellectual property rights of the test and all materials involved in the designing of the test and other material provided by the Client</p>	<p>The same may be agreed to in the contract</p>

				<p>belongs to the Client. Nothing in the Agreement shall prejudice or affect the Client's right to use the same.</p> <p>Bidder is the owner and holds the intellectual property rights of the Base Software.</p>	
5	16	PERFORMANCE SECURITY	<p>If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for IBBI to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.</p>	<p>Request IBBI to consider the following:</p> <p>The total cumulative penalty/Liquidated damages/liability to be restricted to 5% of the relevant invoice value.</p> <p>The Bidder should be given an opportunity of being heard/ rights of representation before imposing such penalty and encashing the PBG.</p> <p>The Bidder shall be given a cure period of 30 days to rectify/remedy its defaults / defects / shortcomings.</p>	<p>Suggestion not agreed to.</p>
6	16	PERFORMANCE SECURITY	<p>For every re-examination to be conducted at any center/venue due to any reason attributable to the bidder, the cost of re-examination and any other liability will be borne by the service provider</p>	<p>Request IBBI to consider the following:</p> <p>The total cumulative penalty/Liquidated damages/liability to be restricted to 5% of the relevant invoice value.</p>	<p>Suggestion not agreed to. All re-enrolment re-schedulements owing to bidder's fault shall be borne by bidder only.</p>
7	17	5. INSPECTI	<p>IBBI or its representative shall have right to enquire/inspect the method of services by bidder.</p>	<p>Request IBBI to consider the following amend:</p>	<p>We may agree.</p>

		ON AND TESTS		IBBI or its representative shall have right to enquire/inspect the method of services under this contract by bidder.	
8	18	11.1 DELAYS / DEFICIENCIES IN THE BIDDER'S PERFORMANCE	. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order. The IBBI reserves the right to cancel/pre-maturely closing the work order and also to get the balance work done by an appropriate agency at the exclusive risk and cost of the defaulting bidder.	<p>Request IBBI to consider the following:</p> <p>The Bidder should be given an opportunity of being heard/ rights of representation before imposing such penalty and encashing the PBG.</p> <p>The Bidder shall be given a cure period of 30 days to rectify/remedy its defaults / defects / shortcomings.</p> <p>The delay in completing the work within the stipulated delivery period shall be solely attributable to bidder.</p>	Suggestion not agreed to.
9		11.4 DELAYS / DEFICIENCIES IN THE BIDDER'S PERFORMANCE	If the works/services are not completed in the extended delivery period, the work order shall be short closed, and the performance securities shall be forfeited.	<p>Request IBBI to consider the following:</p> <p>The total cumulative penalty/Liquidated damages/liability to be restricted to 5% of the relevant invoice value.</p> <p>The Bidder should be given an opportunity of being heard/ rights of representation before imposing such penalty and encashing the PBG.</p>	Suggestion not agreed to.

				<p>The Bidder shall be given a cure period of 30 days to rectify/remedy its defaults / defects / shortcomings.</p> <p>The delay in completing the work within the stipulated delivery period shall be solely attributable to bidder</p>	
10		11.5 DELAYS / DEFICIENCIES IN THE BIDDER'S PERFORMANCE	IBBI will review the performance of the bidder quarterly and if the performance is found wanting or if there is any breach of conditions of the contract, then the contract will be liable to be terminated	<p>Request IBBI to consider the following:</p> <p>The Bidder shall be given a cure period of 30 days to rectify/remedy its defaults / defects / shortcomings.</p>	Cure period will be decided on a case to case basis.
11	17	5.4 INSPECTION AND TESTS	If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfil the requirements of the contract, IBBI shall give the bidder, notice setting forth details of such shortcomings or failure and the bidder, shall make or alter the same to make it comply with the requirements of the contract forthwith. These replacements shall be made by the bidder, free of all charges. Should it fail to do so within this time, IBBI reserves the discretion to reject and replace at the cost of the whole or any portion of service	<p>Request IBBI to consider the following:</p> <p>The Bidder shall be given a cure period of 30 days to rectify/remedy its defaults / defects / shortcomings.</p>	Cure period will be decided on a case to case basis.

			as the case may be, which is unsatisfactory or fails to fulfil the requirements of the contract. The cost of any such replacement made by IBBI shall be deducted from the amount payable.		
12	19	LIQUIDATED DAMAGE S	In case the bidder fails to fulfil the obligations as per the terms and conditions of the contract, the IBBI may impose penalty to the extent of 100% of the total payment due for that computer-based examination. In addition, the performance security may also be forfeited.	<p>Penalties to be imposed are too steep, request IBBI to consider the following:</p> <p>The total cumulative penalty/Liquidated damages/liability to be restricted to 5% of the relevant invoice value.</p> <p>The Bidder should be given an opportunity of being heard/ rights of representation before imposing such penalty and encashing the PBG.</p> <p>The Bidder shall be given a cure period of 30 days to rectify/remedy its defaults / defects / shortcomings.</p>	Suggestion not agreed to.
13	19	LIQUIDATED DAMAGE S	If the bidder fails to complete any part/ entire work/service(s) before the completion date or the extended date or if the bidder repudiates the contract before completion of the services, IBBI may without prejudice to any other right or remedy available to IBBI as under the contract	<p>Penalties to be imposed are too steep, request IBBI to consider the following:</p> <p>The total cumulative penalty/Liquidated damages/liability to be restricted to 5% of the relevant invoice value.</p>	Suggestion not agreed to.

			<p>recover from the bidder, as ascertained and agreed liquidated damages and not by way of penalty: (i) IBBI may recover from the bidder, a sum equivalent Rs. 2 lakh for delay in completion of implementation the service(s) for each week of delay beyond the scheduled completion date or part thereof, subject to a maximum of Rs.40 lakh. (ii) IBBI may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes IBBI right to claim such amount against bidder's bank guarantee or which may become due to the bidder. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the contract/agreement.</p>	<p>The Bidder should be given an opportunity of being heard/ rights of representation before imposing such penalty and en cashing the PBG.</p> <p>The Bidder shall be given a cure period of 30 days to rectify/remedy its defaults / defects / shortcomings.</p> <p>Request IBBI to elaborate the computation of penalty amount of Rs. 40 lakh</p>	
14	20	13.	FORCE MAJEURE	Request IBBI to append the work 'pandemic' in the clause	Agreed. Change may be made at the contract.

15	20	14. TERMINATION FOR DEFAULT	14.1 IBBI may, without prejudice to any other remedy for breach of contract, send to the bidder written notice of default.	Request IBBI to give bidder notice period of 30 days to rectify/remedy its defaults / defects / shortcomings before termination of the contract	Cure period will be decided on a case to case basis.
16	21	16. ARBITRATION	If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Chairperson, Insolvency and Bankruptcy Board of India, for adjudication.	Request IBBI to consider the following: The Sole Arbitrator to the proceedings to be appointed mutually by the parties	Suggestion not agreed to.
17	21	18	The bidder, shall fully indemnify, defend and hold IBBI harmless from and against all claims, liabilities, losses or damages, recoveries, proceeding, judgments, costs, charges and expenses which may be made or brought or commenced against IBBI or which IBBI may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the bidder, or its agents, employees, officers or any matters arising upon or by virtues of this contract	Request IBBI to limit the indemnity of the bidder under the contract to 5% of the invoice value of that particular examination giving rise to such liability. Further request IBBI to restrict the total aggregate liability of the bidder under the contract.	Suggestion not agreed to.

18			Covid19 Precaution Measures	<p>We request that in view of the current situation that is expected to continue for the next 6-8 months and due to the Govt's mandate on Precautionary measures to be followed we request the points below be included in the tender in the financial Bid format as this would have a cost impact - so the rate should include COST of conducting Exam adhering to Covid 19 compliance.</p> <p>We request the cost of Conducting Computer based Exam + Covid 19 additional cost together be considered for computing the Total L1 Rate</p> <p>Suggested Point to be incorporated in the Admit card - that Candidate who come for the Exam should sign a self-declaration that they are free from any covid19 symptoms and none of the family member with whom they are staying are Covid19 positive and they are appearing for the exam at their own risk - the Exam conducting body and the Exam conducting Agency will not be held accountable for any Covid19 related concerns at later stage post the exam</p>	<p>The per enrollment cost should be the final quote. The final quote may be made taking into account any/all incidental or ancillary costs of vendor.</p> <p>Agreed. However, the vendor shall provide the self-declaration form appended to the admit card.</p>
19	10,11	12.1	The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs.	We are registered as a MSME. Hence, we request an exemption as	In this regard, a corrigendum dated 16 Feb 2021 to

			5,00,000/- (Rs. Five lakh). No interest shall be paid by IBBI on the bid security for any period, whatsoever.	per notification by Ministry of Finance under Government of India.	Tender Ref No.- ESTT-15/1/2021- IBBI has been issued and uploaded on the IBBI website.
20	40	ANNEXURE -III: QUALIFICATION CRITERIA	Bidder should have Test Centers (owned) Infrastructure across minimum 100 Indian Cities	We would like to bring to your knowledge that for not even 1% of the CBTs conducted in this country, own test centres of service providers would have been used. Standard practice for all CBTs (including recruitment exams for Govt. departments) is to hire neutral test centres, computer labs of Schools /colleges / other institutions & use these for conduct of CBTs. It is however complete responsibility of the service provider to sanitize all such test centres before the start of CBT exam process, adopt processes & practices for safe conduct of exams. Hence, we request you to please remove this clause of having own test centres for conduct of CBT.	Not be agreed to. The service provider may have the minimum number of its own centres as stipulated.
21	41	ANNEXURE -III: QUALIFICATION CRITERIA	CMMI level 5 Service and Development	CMMi Services certification is applicable for ITeS organizations who are offering IT/ ITES outsourcing services and it is not appropriate for the purpose of this tender. CMMi Development certification is more relevant since the technology product used for	The CMMI Services certification is a necessary condition. CMMI Development certification may add further value.

				delivering CBT exams should have undergone third party audit and certification processes to deliver flawless exams.	
22	25	1.2	The fees shall be collected by the vendor only at the time of enrolment without holding any excess payment from the candidate	It is suggested that the enrolment fees be credited to IBBI directly. The payment gateway integration will be done by the bidder.	Agreed to. The fees shall be credited directly to IBBI and payment gateway integration will be done by the bidder. The said point prohibits the service provider from using a wallet / application to hold candidate payment.
23	25	1.7	Refunds, if any, to be made to candidates shall be handled by the bidder.	Request you to clarify this point.	The bidder shall carry out necessary reconciliation and verification of the transactions requiring refunds and confirm the same to IBBI. IBBI will authorise such verified payments.
24	26	2 (ii)	The examination shall be held daily (minimum 300 days a year at 100 centers across India subject to at least one test centre in every state and Union	Since the volume and schedules are staggered, we suggest that the exams be connected centrally through a remote proctored system. <ul style="list-style-type: none"> • Candidates can take exam from 	Not agreed to. The tender is for a computer-based test in test centers and not for remote proctored exams.

			Territory).	<p>anywhere without need of coming to test centres</p> <ul style="list-style-type: none"> • Apart from taking pictures and video, candidate's test screen will be visible at all times. • Sanctity of the exam will still be maintained because the exams will be remotely monitored. This will be a cost effective and a convenient way of conducting high stake exams. <p>MeritTrac has conducted close to 1 million such high-stake exams through remote proctoring in the last 5-6 months</p>	
25	28-29	8 (ii), (iii)	<p>Transmit regarding list of passed candidates on a fortnightly basis.</p> <p>Prepare the marksheet of each candidate, in the format given by IBBI, at the test center upon completion of examination, and a copy of print bearing</p>	<p>Request more clarity on this.</p>	<p>The bidder will be required to provide various reports to IBBI. One such report will be a report of candidates who have taken the exam, passed the exam etc for reconciliation on a fortnightly basis.</p> <p>Marksheet is to be given to the</p>

			photo of candidate taken at the time of examination be given to the candidate.		candidate once the exam is completed. It must contain the name, candidate's photo and his/her score in the exam.
26		General	General	Request you to share the annual volume of candidates who will take the CBT	Enrolments in the previous two years were: 2019- 5154 nos 2020- 5303 nos