



भारतीय प्रबंध संस्थान इंदौर

प्रबंध शिखर, राऊ-पीथमपुर रोड, इंदौर – 453 556

INDIAN INSTITUTE OF MANAGEMENT INDORE
Prabandh Shikhar, Rau-Pithampur Road, Indore - 453 556

(E-PROCUREMENT MODE ONLY)

Corrigendum/ Addendum-1

Date: December 19, 2023

Sn	Page No. of the Tender Document	Reference	Currently Written as	To be Read as
1	3	Issue of corrigendum/addendum to RTFP (if any)	December 18, 2023 (will be updated on CPP Portal and IIM Indore website)	December 19, 2023 (will be updated on CPP Portal and IIM Indore website)
2	6	Section-4: Essential Prerequisites	Earnest Money Deposit (EMD) of ₹ 50,00,000/- (Rupee Fifty Lakhs only) should be deposited through Online Bank Transfer (No interest will be paid on the EMD)	<p>Earnest Money Deposit (EMD) of ₹ 50,00,000/- (Rupee Fifty Lakhs only) should be deposited in the form of D.D./FDR/Bank Guarantee/through Online Bank Transfer (No interest will be paid on the EMD).</p> <p>The format of the Bank Guarantee is given as Annexure-A in this document.</p> <p>Please note that the hard copy of the EMD (D.D./FDR/Bank Guarantee) must be submitted with in Five days of opening of the Bid to the address given below:</p> <p>Stores & Purchase Office Indian Institute of Management Indore Prabandh Shikhar, Rau-Pithampur Road Indore - 453556, Madhya Pradesh, India</p>
3	6	Section-4: Essential Prerequisites	Bidders should be neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or in any	Bidder (including our affiliates or subsidiaries or constituents) do not stand declared ineligible/blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from

			international locations. (A duly completed self-declaration certificate for Clean Track Record to this effect is to be submitted appropriately as per the given Annexure).	<p>participation in its Tender Processes and are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings as on the bid submission date.</p> <p>In the event of any such proceedings against the firm in the past, it should be duly reported with the necessary supporting documents.</p> <p>(A duly completed self-declaration certificate for Clean Track Record to this effect is to be submitted appropriately as per the revised Annexure IV given in this document).</p>
4	18	Section-11: Other terms and conditions	13. Performance Security: The successful tenderer will have to deposit the performance security in the form of /D.D./FDR/Bank Guarantee of 10 % of the contract value (the contract value will be ascertained by multiplying the finalised rates per candidate by expected candidate registration count which is 325000) within 15 days from the date of issue of the award letter. Security will be refunded to the contractor (without any interest), after it duly performs and completes the contract/warranty period in all respects.	13. Performance Security: The successful tenderer will have to deposit the performance security in the form of /D.D./FDR/Bank Guarantee of 10 % of the contract value (the contract value will be ascertained by multiplying the finalised rates per candidate by expected candidate registration count which is 325000) within 15 days from the date of signing the agreement. Security will be refunded to the contractor (without any interest), after it duly performs and completes the contract/warranty period in all respects.
5	19	Section-11: Other terms and conditions	Force Majeure: Neither party shall be liable to the other, for any delay in or failure of their respective obligations under this contract/ award of tender caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify (within 15 days) the other of his commencement and cessation of such contingency and prove that such is beyond the controls and affects the implementation of this contract adversely.	Force Majeure: Neither party shall be liable to the other, for any delay in or failure of their respective obligations under this contract/ award of tender caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, pandemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify (within 30 days) the other of his commencement and cessation of such contingency and prove that such is beyond the controls and affects the implementation of this contract adversely.
6	19	Section-11: Other terms and conditions	23. Arbitration: b. Any dispute not resolved by mutual consultations shall be settled through arbitration by an arbitrator duly appointed by the Director, IIM Indore. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Indore.	23. Arbitration: b. Any dispute not resolved by mutual consultations shall be settled through arbitration by an arbitrator duly appointed by the Director, IIM Indore. The arbitration in the matters related to this tender/ contract shall be governed as per prevailing Indian Arbitration and Conciliation Act 1996 and would be binding upon both the parties. The place of the Arbitration shall be at Indore.

Form of Earnest Money Deposit

Bank Guarantee Bond

WHEREAS, Bidder..... (Name of Bidder) (Hereinafter called "the bidder") has submitted the tender bid dated..... (Date) for the Tender No: IIMI/2023-24/03, Request for Technical and Financial Proposal for the Conduct of Computer Based Common Admission Test (CAT) for Indian Institutes of Management (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that we..... (Name of Bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto Indian Institute of Management Indore (hereinafter called "IIMI") in the sum of Rs. 50,00,000/- (Rupees Fifty Lakhs only) for which payment well and truly to be made to the IIMI.

SEALED with the Common Seal of the said Bank this..... Day of..... 2023. The conditions of this obligation are:

1. If after tender opening the Bidder withdraws/ alters, his tender during the period of validity of tender (including extended validity of tender) specified in the form of Tender;
2. If the Bidder having been notified of the acceptance of his tender by IIM Indore:
 - i. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidder, if required;

OR

- ii. fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to Bidder,

We undertake to pay to IIMI either up to the above amount or part thereof upon receipt of the first written demand raised by IIMI within the validity period of this Bank Guarantee, without the IIMI having to substantiate the demand, provided that in the demand the IIMI will note that the amount claimed by IIMI is due to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* 11/06/2024 after the deadline for submission of tender as such deadline is stated in the Instructions to bidder or as it may be extended by the IIMI, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date.....

Signature of the Bank

Witness.....

Seal

(Signature, Name and Address)

*Date to be worked out on the basis of a validity period of 120 days from the date of opening of bid plus 45 days.

* Clause no. 6 of the Section 8 of the Tender No: IIMI/2023-24/03 will prevail in regard of the Earnest Money Deposit

Revised Annexure-IV

SELF-DECLARATION CERTIFICATE FOR THE CLEAN TRACK RECORD

I hereby certify that we (including our affiliates or subsidiaries or constituents) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes and are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings as on the bid submission date.

In the event of any such proceedings against the firm in the past, it should be duly reported with the necessary supporting documents.

I also certify that the above information is true and correct in all respects and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm will be debarred/blacklisted as decided by the competent authority of IIM Indore, also the EMD/ Performance Security Deposit (if any) shall be forfeited.

In addition to the above, IIM Indore, will not be responsible to pay the bills for any Partial/ Full supply of the items/ services.

Date:

Place:

Signature of Authorized Signatory:

Clarifications for the queries received for the pre bid meeting held at 2:30 pm on December 13, 2023 at IIM Indore.

Sn	Ref.-1	Ref.-2	Content of Tender Doc. for Clarification	Points raised by Bidder	Clarification
1			Tender Submission Date	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	As of now the timeline will be as per the tender document. You are advised to regularly follow the CPP Portal/ IIM Indore website for any update.
2			Credit period	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 EVENT OF DEFAULT by the customer. A notice of EVENT OF DEFAULT 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 EVENT OF DEFAULT) and in the event the EVENT OF DEFAULT 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. Appropriate clauses may be incorporated in the agreement.
3			Submission , EMD and Tender fees	We request to please allow bidders to submit a Bid Declaration form instead of the EMD amount As the EMD amount is large - request to pl allow vendors to also submit the EMD	Please refer to the corrigendum (Sn-2)

				as a BG - pl confirm the details for the BG	
4			Financial Bid	<p>We assume that the Per Registered Candidate rate quoted would be Per Scheduled candidate per session, per stage Admit card issued - pl confirm</p> <p>We assume that the Rate quoted will be without Covid Precautions - this would be chargeable extra if incurred</p> <p>We assume that GST would be quoted extra as this is a multi year contract - any hike in the rate would be accordingly borne by the client</p>	<p>Definition of registered candidate: Registered eligible candidate who is scheduled for the exam.</p> <p>The rate per candidate has to be quoted considering the normal scenario.</p> <p>For taxes, please refer to section 10 point no. 5 of the tender document.</p>
5	9	Operational Plan pt. 1.j	Post Test Analysis and stage-wise reporting of key performance metrics	Kindly elaborate on the type of reports required.	Bidder to propose the reports based on capability.
6	9	Communication pt. 6	Mention what plan you suggest to manage public relations during the normal course of test conduct and during emergency situations.	Please define the various stages that PR mgt would be required	Public Relations management may be required at all the stages (refer to Page No. 9, Operational Plan 1 (a-j) right from making the website live to releasing the CAT results and so on, bidders are requested to describe their capabilities on this.
7	11	Developing New Items pt. 1	Provide information on how you will determine the numbers and types of test questions that need to be developed.	For our better understanding - Please provide the Syllabus Schema for CAT 2024 and coming years (if available)this will enable us to understand changes proposed for the coming years etc	Please refer to the FAQ section available on the CAT website for related information.

8	12	Procedures pt. 1	Identify procedures you will use to deliver computerized (adaptive if required and agreed) tests that will meet psychometric specifications.	Kindly elaborate on what type of psychometric specifications are required. Also please confirm if CAT plans to adapt Adaptive testing for the period 2024-28 also please confirm if the Items for Adaptive testing would be used from the Question Item Pool to be developed.	For clarification on psychometric specifications please refer to the Item Response Theory. As of now we don't use adaptive testing. However, we would like to understand the bidders capability.
9	13	Collection of Fee and Registration pt. 8	Describe the process of verification of eligibility qualification (like educational certificates) of the candidates.	Please confirm the level of Authentication required to check the Eligibility qualification as all Universities/ Institutes do not have an online access open to Vendors.	Bidders are required to describe possibilities and capabilities.
10	13	Collection of Fee and Registration pt. 5	Describe your plans, if any, for integrating tutorial/test-prep materials during the test registration process.	As per the prevailing practice on the IIMCAT website we understand this refers to the Mock test Navigation guide and Mock test link - pl confirm	Yes, however, bidders may describe any alternative ideas.
11	13	Collection of Fee and Registration pt. 7	Describe your plan in registering test takers from SC/ST and Persons with Disabilities categories. Please note that there is a concession of 50% in the application fees for these test takers. Their certificate needs verification. Accordingly, describe the process	Request to elaborate on the requirement of verification of SC/ST / Persons with Disabilities certificates and upto which stage	Bidders are required to describe possibilities and capabilities.

12	9	Section 6 - (1)	Copyright and Control	<p>During the term of this agreement and thereafter, the Service Provider acknowledges and agrees that all intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, and any other proprietary rights associated with the computerized Common Admission Test (CAT) system, its delivery process, test items, and item bank ("Intellectual Property"), are and shall remain the exclusive property of the respective owner. The Service Provider and IIM-Indore shall take all necessary measures to protect, preserve, and not infringe upon either one's Intellectual Property rights.</p> <p>The Service Provider shall, at all times, maintain the utmost confidentiality and security of the item bank, test items, and any other proprietary information related to the CAT system including any kind of unauthorized use, reproduction, distribution, or disclosure of the Intellectual Property Rights.</p> <p>Upon the termination or expiration of this agreement, the Service Provider shall facilitate the secure transfer of the entire item bank, test items, and any other relevant Intellectual Property to IIM within six months at a cost that shall be mutually decided. The transfer shall be conducted using secure channels and protocols to ensure the confidentiality and integrity of the transferred data.</p> <p>Any breach of this Intellectual Property Rights Protection Clause shall constitute as a material breach of this agreement. In the event of such a breach, either party shall reserve the right to seek injunctive relief, damages, or any other legal remedies available.</p>	<p>As per tender document.</p> <p>Appropriate clauses may be incorporated in the agreement.</p>
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13	18	Section 11 - (7)	<p>In case of any unsatisfactory service, suitable penalties as decided by the Competent Authority shall be levied after issuing notice.</p>	<p>Request CLIENT to consider the following:</p> <p>i)The penalty shall be imposed on the bidder only if the cause for such penalty is directly and solely attributable to the Agency.</p> <p>ii)The total cumulative Penalty imposed on the bidder shall not exceed 10% of the total invoice of the particular service of the respective Order for which the penalty arises.</p> <p>iii)CLIENT shall raise its concerns or objections to the Bidder/Service Provider within 30 days of the services provided. CLIENT shall not impose any penalty/ damages on the Service Provider if no objections are raised within the stipulated period.</p> <p>iv)The Bidder shall be given a cure period of 30 days to rectify/remedy any defaults / defects / shortcomings penalty before imposition of any penalty or termination of contract.</p> <p>v)Any penalty/ damages shall be for proven defaults, solely and directly attributable to the bidder.</p> <p>vi)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.</p> <p>vii)The bidder shall be given an opportunity of making a representation and of personal hearing before final imposition of penalty.</p> <p>viii)An escalation matrix should be mutually decided between both the parties.</p>	<p>As per tender document.</p> <p>Appropriate clauses may be incorporated in the agreement.</p>
14	18	Section 11 - (13)	<p>Security will be refunded to the contractor (without any interest), after it duly performs and completes the contract/warranty period in all respect.</p>	<p>Request CLIENT to consider the following:</p> <p>The client shall not withhold the Performance Security for failure to discharge the contractual obligation or negligence that is not directly & solely attributable to the successful bidder.</p>	<p>No changes are under consideration.</p>

15	19	Section 11 - (16)	<p>In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.</p>	<p>Request CLIENT to consider the following:</p> <p>The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of Performance Security.</p> <p>The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder.</p> <p>The successful bidder shall be given a cure period of 30 days to rectify the breach.</p>	No changes are under consideration.
15	19	Section 11 - (21)	Force Majeure	<p>Request IIM to include the word Pandemic in the clause.</p> <p>Request IIM to consider the following:</p> <p>If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this Agreement by agreeing to such alternative agreement as may be fair and reasonable.</p>	Please refer to the corrigendum (Sn-5)
16			Termination	<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>	<p>As per tender document.</p> <p>Appropriate clauses may be incorporated in the agreement.</p>
17			Opportunity of Personal Hearing	<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 or blacklisting.</p>	No changes are under consideration.
18			Indemnity	<p>Request CLIENT to cap the total cumulative Indemnity of the successful bidder at 10% of the Invoice value for the</p>	No changes are under consideration.

				particular service giving rise to such indemnity.	
19			Liability	Request CLIENT to cap the total cumulative Liability of the successful bidder at 10% of the Invoice value for the particular service giving rise to such indemnity.	No changes are under consideration.
20			Assignment & Sub-contracting	Request CLIENT to consider the following: The successful bidder shall reserve the right to Assign or subcontract a part of the contract with prior written approval from CLIENT.	Please refer to the operational plan point no. 1(3) of the tender document.
21	24	Annexure IV	In addition to the above, IIM Indore, will not be responsible to pay the bills for any Partial/ Full supply of the items/ services.	Request IIM to consider the following: IIM shall pay all the monies payable to the service provider upto the extent for the services provided. The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder.	Please refer to the corrigendum (Sn-3) and revised Annexure IV
22	Section-4: Essential Prerequisites	6	2. Tender Fee of ₹ 30,000/- (Rupee Thirty Thousand only) should be deposited through Online Bank Transfer. 3. Earnest Money Deposit (EMD) of ₹ 50,00,000/- (Rupee Fifty Lakhs only) should be deposited through Online Bank Transfer (No interest will be paid on the EMD).	M/s.SATVAT INFOSOL PVT LTD as registered under MSME - Government of India as a Small Scale Industry. As a registered SSI unit we are covered under the Government of India's Purchase and Price preference policy. As per the Government Order, Government Departments and PSU's are to extend the following benefits to SSI units like us 1.Exemption of Tender document fees and EMD . 2.Price Preference up to 15% over the quotation of large scale units. Hence, we request you to kindly extend the above mentioned benefits provided by the Government of India for the tender and during the price bid evaluation.	Given the scale, criticality, complexity and the reputation of CAT which is a national level exam, No changes/ relaxation are under consideration for any bidder(s). The above is in accordance to the office memorandum F.No. 1(3)/2018-MA, Part-III Issued by Government of India Office of Development Commissioner (MSME) (Public Procurement Policy)

					dated 27- January-2022
23	Section-4: Essential Prerequisites	6	4. The bidder's annual turnover in each of the previous three financial years (i.e., 2020-21, 2021-22 and 2022-23) should be at least ₹ 50 crores (after tax), of which at least ₹ 15 crores should be from conducting Computer Based Tests. This turnover should be that of the bidder alone and not of the group that the bidder belongs. (Certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted appropriately as per the given Annexure)..	M/s.SATVAT INFOSOL PVT LTD as registered under MSME - Government of India as a Small Scale Industry. Kindly relax the annual turnover in each of the previous three financial years (i.e., 2020-21, 2021-22 and 2022-23) for MSME organization should be least ₹ 15 crores and above, of which at least ₹ 14 crores should be from conducting Computer Based Tests.	Given the scale, criticality, complexity and the reputation of CAT which is a national level exam, No changes/ relaxation are under consideration for any bidder(s). The above is in accordance to the office memorandum F.No. 1(3)/2018-MA, Part-III Issued by Government of India Office of Development Commissioner (MSME) (Public Procurement Policy) dated 27-January-2022
24	Section-4: Essential Prerequisites	6	5. The bidder should have successfully executed at least five similar assignments (conducting Computer Based Tests), of which at least one assignment should have been for conducting the test for more than 75,000 candidates in a single shift in all major cities in India. The bidder should submit documentary evidence of contract/order and performance report from the client.	We request you to amend the clause conducting the test for more than 75,000 candidates to 70,000 candidates in a single shift in all major cities in India.	No changes are under consideration.
25	Section-4: Essential Prerequisites	6	6. The bidder must have a data center with disaster recovery infrastructure located in India. The bidder should submit documentary evidence, with necessary certifications.	Most of the bidder don't have own Date center, we request you kindly amend this clause Own Date center or Hired data center with disaster recovery infrastructure located in India.	As per tender document. To clarify, the servers should be owned by the bidder and there should be adequate data security measures.

26	Section-4: Essential Prerequisites	6	8. Bidders should be neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or in any international locations. (A duly completed self-declaration certificate for Clean Track Record to this effect is to be submitted appropriately as per the given Annexure).	Kindly amend the clause as Bidders should be neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or in any international locations at the time of bid submission.	Please refer to the corrigendum (Sn-3) and revised Annexure IV
27	Section-10 : Financial Proposal	17	1. Financial Bid (BOQ): vi) Payment to IIM faculty members for per item development for the CAT 2024 vii) Payment to IIM faculty members for per item development for the CAT 2025 viii) Payment to IIM faculty members for per item development for the CAT 2026 ix) Payment to IIM faculty members for per item development for the CAT 2027 x) Payment to IIM faculty members for per item development for the CAT 2028	We would like to know list of item to be develop for the CAT 2024/2025/2026/2027/2028 by IIM faculty members, number of IIM faculty members require for this work for each year and number of days to complete the work for each year. Minimum payment for each IIM faculty to be pay. Kindly share the above said details; it will help us to quote the best prices.	Refer to section-7(1) Item development and Financial BoQ and make necessary assumptions.
28	Section-10 : Financial Proposal	17	1. Financial Bid (BOQ): xi)Payment to be made by the service provider to IIM faculty members per day per faculty for review and develop test items and test forms for the CAT 2024 xii)Payment to be made by the service provider to IIM faculty members per day per faculty for review and develop test items and test forms for the CAT 2025 xiii)Payment to be made by the service provider to IIM faculty members per day per faculty for review and develop test items and test forms for the CAT 2026 xiv)Payment to be made by the service provider to IIM faculty members per day per faculty for review and develop test items and test forms for the CAT 2027 xv) Payment to be made by the service provider to IIM faculty members per day per faculty for review and develop test items and test forms for the CAT 2028	We would like to know list of review and develop test item and test forms for the CAT 2024/2025/2026/2027/2028 by IIM faculty members, number of IIM faculty members require for this work for each year and number of days to complete the work for each year. Minimum payment for each IIM faculty to be pay. Kindly share the above said details; it will help us to quote the best prices.	Refer to section-7(1) Item development and Financial BoQ and make necessary assumptions.
29	Annexure-IV SELF-DECLARATION CERTIFICATE FOR THE CLEAN TRACK RECORD	24	I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or abroad.	Kindly amend this clause as I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/ Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or abroad at the time of bid submission.	Please refer to the corrigendum (Sn-3) and revised Annexure IV

30	Section-9: Criteria for Evaluation of Proposals	16	Quality cum Cost Based Selection based evaluation ratio Technical proposal 80:20 Financial proposal	We request you to amend this clause to technical proposal 50:50 financial proposal , more companies will participate the bid and benefit to the IIM.	No changes are under consideration.
31	Section-4: Essential Prerequisites	6	Earnest Money Deposit (EMD) of ₹ 50,00,000/- (Rupee Fifty Lakhs only) should be deposited through Online Bank Transfer (No interest will be paid on the EMD)	Request you to kindly allow bidders to deposit EMD in form of Bank Guarantee from Scheduled Bank.	Please refer to the corrigendum (Sn-2)
32	Section-4: Essential Prerequisites	6	Bidders should be neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or in any international locations. (A duly completed self-declaration certificate for Clean Track Record to this effect is to be submitted appropriately as per the given Annexure).	Refer to Guidelines on Debarment of firms from bidding dated 02.11.2022 issued by the Department of Expenditure, Ministry of Finance vide OM No.F.1/20/2018-PPD it may be noted that there is no permanent blacklisting / debarment and hence automatically the tender inviting authorities are well within their rights to allow such companies to participate in the tendering process. Further, The Hon'ble Supreme Court has rightfully also issued a judgement that the order of blacklisting a company permanently is impermissible in law. Therefore we Request you to kindly change the clause mentioning blacklisted as on date of bid submission to allow maximum participation. <i>Bidder is neither blacklisted by any Government Dept., nor is any criminal case registered / pending against the firm anywhere in India or in any international locations as on date of bid submission. (A duly completed self-declaration certificate for Clean Track Record to this effect is to be submitted appropriately as per the given Annexure).</i>	Please refer to the corrigendum (Sn-3) and revised Annexure IV

33	Annexure-IV	24	SELF-DECLARATION CERTIFICATE FOR THE CLEAN TRACK RECORD	<p>Request you to kindly change the clause as</p> <p>I hereby certify that the above firm is not blacklisted by any Central/State Government /Public Undertaking/Institute nor is any criminal case registered / pending against the firm anywhere in India or abroad as on date of bid submission.</p> <p>I also certify that the above information is true and correct in all respects and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm will be debarred/blacklisted as decided by the competent authority of IIM Indore, also the EMD/ Performance Security Deposit (if any) shall be forfeited.</p>	Please refer to the corrigendum (Sn-3) and revised Annexure IV
34	Section-11 : Other terms and conditions	Page 18	In case of any unsatisfactory service, suitable penalties as decided by the Competent Authority shall be levied after issuing notice.	Before levying any kind of penalty, we request you to give us a reasonable opportunity of personal hearing and also give us an opportunity to rectify any error/glitch	As per tender document. Appropriate clauses may be incorporated in the agreement.
35	Section-11 : Other terms and conditions	Page 19	In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/ Performance Security shall be forfeited.	Before forfeiture of EMB/PBG, we request you to give us a reasonable opportunity of personal hearing and also give us an opportunity to rectify any error/glitch	No changes are under consideration.
36	Section-11 : Other terms and conditions	Page 19	Any dispute not resolved by mutual consultations shall be settled through arbitration by an arbitrator duly appointed by the Director, IIM Indore. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Indore.	We request to appoint arbitrator with mutual consensus.	Please refer to corrigendum (Sn-6)

37	6	Section-4: Essential Prerequisite s, Point 4,5		We request the following modification of the clauses as this is a very high stakes exam and hence the bar needs to be set higher than regular exams.	
38	6	Section-4: Essential Prerequisite s, Point 4	The bidder's annual turnover in each of the previous three financial years (i.e., 2020-21, 2021-22 and 2022-23) should be at least ₹ 50 crores (after tax), of which at least ₹ 15 crores should be from conducting Computer Based Tests. This turnover should be that of the bidder alone and not of the group that the bidder belongs. (Certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted appropriately as per the given Annexure).	The bidder's annual turnover in each of the previous three financial years (i.e., 2020-21, 2021-22 and 2022- 23) should be at least ₹ 500 crores (after tax), of which at least ₹ 100 crores should be from conducting Computer Based Tests. This turnover should be that of the bidder alone and not of the group that the bidder belongs. (Certificate issued by a Practitioner Chartered Accountant with UDIN should be submitted appropriately as per the given Annexure).	Given the scale, criticality, complexity and the reputation of CAT which is a national level exam, No changes/ relaxation are under consideration for any bidder(s). The above is in accordance to the office memorandum F.No. 1(3)/2018-MA, Part-III Issued by Government of India Office of Development Commissioner (MSME) (Public Procurement Policy) dated 27-January-2022
39	6	Section-4: Essential Prerequisite s, point 5	The bidder should have successfully executed at least five similar assignments (conducting Computer Based Tests), of which at least one assignment should have been for conducting the test for more than 75,000 candidates in a single shift in all major cities in India. The bidder should submit documentary evidence of contract/order and performance report from the client.	The total number of candidates registered for CAT has been in the range of 2.20 and 3.30 lakhs during the last three years. Hence, we request modification of the clause as below. The bidder should have successfully executed at least five similar assignments (conducting Computer Based Tests), of which at least one assignment should have been for conducting the test for more than 1,50,000 candidates in a single shift in all major cities in India. The bidder should submit documentary evidence of contract/order and performance report from the client.	No changes are under consideration.
40	6	Section-4: Essential Prerequisite s, Point 6	The bidder must have a data center with disaster recovery infrastructure located in India. The bidder should submit documentary evidence, with necessary certifications.	We request modification of the clause as below: The bidder must have own data center infrastructure with disaster recovery infrastructure located in India. The bidder should submit documentary evidence, with necessary certifications.	As per tender document. To clarify, the servers should be owned by the bidder and there should be adequate

					data security measures.
41	11	Section 7-Test Development Plans/Developing New Items/4	Provide a timeline for developing new items, beginning with an analysis of the numbers and types of test questions needed and ending with the preparation of test questions for pre-testing.	Pretesting is understood as exposing items to representative candidate cohort to establish item psychometric data. Please clarify. The reference to pretesting in this clause needs clarification as no pretesting of items has been undertaken during our experience of content creation for CAT during past 9 years. Is there a plan or requirement to introduce this going forward?	By pre testing we mean a simulated testing environment before the actual test without any candidate involvement.
42	12	Section 7: Test Development Plans 2. Test Development	Identify procedures you will use to deliver computerized (adaptive if required and agreed) tests that will meet psychometric specifications. Explain why you choose a particular procedure over other approaches.	Currently, the solution supports conduct of CBT test from the available / supported question types in the system. There is no specific type of question that evaluates the psychometric specifications. It is advisable that this requirement is elaborated in detail before drawing any conclusion. Also, it needs to be discussed and mutually agreed upon. We request IIM for clarification on the objectives\goals which authorities want to achieve by adopting Adaptive Testing format for CAT.	For clarification on psychometric specifications please refer to the Item Response Theory. As of now we don't use adaptive testing. However, we would like to understand the bidders capability.
43	14	Section-8: Test Delivery Plan 3.Channel Management	It would also include managing alternative testing environments, if required, including mobile test centers and paper and pencil test administration centers.	We do not conduct offline examinations (Paper / pen-based test) nor provide mobile test centers. Request IIM for removal of this clause.	Bidders may describe their capabilities.
44	17	Section-10: Financial Proposal	Financial Bid (BOQ)	The BOQ does not include the price line items for exams conducted at international locations. Kindly Clarify.	The BoQ does not have price line items for exams conducted at international locations. International capability is to be evaluated as per the technical proposal. Refer to Clause no. 19 (Non-Tender Items) in the tender document.

1	18	Other Terms and Conditions - 2. Payment Terms	The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule, without any errors. No advance payment shall be made.	In consideration of the Services hereunder, the IIMs shall pay BIDDER the fees and expenses ("Charges") as specified in Schedule __. The payment to the service provider shall be made in Indian rupees. and shall be paid only after the successful completion of the entire work as per the schedule, without any errors. No advance payment shall be made. All amounts payable to BIDDER are exclusive of any Taxes. IIMs shall be entitled to deduct from applicable payments to BIDDER, any tax on BIDDER' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide BIDDER with evidence or certificate of payment of such tax to the taxing authorities. BIDDER shall submit invoices to IIMs in accordance with the payment schedule in Schedule __. IIMs shall remit payment to BIDDER within thirty (30) days from the date of invoice. BIDDER shall invoice and IIMs shall make payment, in accordance with the billing period specified in Schedule __. If any invoice remains unpaid after the aforesaid period, BIDDER 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.	As per tender document. Appropriate clauses may be incorporated in the agreement.
2	18	7	In case of any unsatisfactory service, suitable penalties as decided by the Competent Authority shall be levied after issuing notice.	In case of any unsatisfactory service which are not as per the agreed scope of services, IIM shall notify BIDDER of penalty and provide an opportunity to BIDDER to justify its case. The maximum penalty applicable shall not exceed 5% of the exam value. suitable penalties as decided by the Competent Authority shall be levied after issuing notice.	As per tender document. Appropriate clauses may be incorporated in the agreement.
3	18	12	12. Order Acceptance: The successful bidder should submit Order acceptance within 7 days from the date of issue of work order, failing which it shall be presumed that the bidder is not interested and his bid security (if any) is liable to be forfeited.	12. Order Acceptance: The successful bidder should submit Order acceptance within 7 days from the date of issue of work order, failing which it shall be presumed that the bidder is not interested. and his bid security (if any) is liable to be forfeited.	No changes are under consideration.
4	18	13	13. Performance Security: The successful tenderer will have to deposit the performance security in the form of /D.D./FDR/Bank Guarantee of 10 % of the contract value (the contract value will be ascertained by multiplying the finalised rates per candidate by expected candidate registration count which is 325000) within 15 days from the date of issue of the award letter.	13. Performance Security: The successful tenderer will have to deposit the performance security in the form of /D.D./FDR/Bank Guarantee of 5 % of the contract value (the contract value will be ascertained by multiplying the finalised rates per candidate by expected candidate registration count which is 325000) within 15 days from the date of signing the agreement on mutual	Please refer to the corrigendum (Sn-14)

			Security will be refunded to the contractor (without any interest), after it duly performs and completes the contract/warranty period in all respect.	terms and conditions issue of the award letter. Security will be refunded to the contractor (without any interest), after it duly performs and completes the contract/warranty period in all respect.	
5	19	16	In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.	In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, shall reject the bid of the Bidder Earnest Money/Performance Security shall be forfeited.	No changes are under consideration.
6	19	18	No correspondence/discussion/ visits whatsoever will be entertained on the subject unless specifically called by the duly authorized office bearers of IIM Indore after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.	No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by the duly authorized office bearers of IIM Indore after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.	No changes are under consideration.
7	19	20. Termination for Insolvency	IIM Indore may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department. The courts of Indore alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Indore Court shall have jurisdiction in the matter.	20. Term and Termination 20.1 Term: The term of this Agreement shall commence on the Effective Date and continue for _____, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties. 20.2 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. IIM Indore may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department. The courts of Indore alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court	As per tender document. Appropriate clauses may be incorporated in the agreement.

				outside and other than Indore Court shall have jurisdiction in the matter.	
8	19	21. Force Majeure:	Neither party shall be liable to the other, for any delay in or failure of their respective obligations under this contract/ award of tender caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify (within 15 days) the other of his commencement and cessation of such contingency and prove that such is beyond the controls and affects the implementation of this contract adversely.	Neither party shall be liable to the other, for any delay in or failure of their respective obligations under this contract/ award of tender caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify (within 15 days) the other of his commencement and cessation of such contingency and prove that such is beyond the controls and affects the implementation of this contract adversely. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.	Please refer to the Corrigendum (Sn-5)
9	19	23. Arbitration	***** b. Any dispute not resolved by mutual consultations shall be settled through arbitration by an arbitrator duly appointed by the Director, IIM Indore. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Indore.	Disputes Resolution ***** b. Any dispute not resolved by mutual consultations shall be settled through arbitration by an sole arbitrator who shall be appointed by mutual agreement, and failing such agreement to appoint an arbitrator, 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.duly appointed by the Director, IIM Indore. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Indore. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996.	Please refer to corrigendum (Sn-6)
10	23	AnnexureIII	Subject: details of Tender Fee and EMD deposit, with a selfdeclaration for accepting all tender terms and conditions. I/We agree to accept all the terms and conditions of the tender document and assure you that I/We will comply with the above referred tender document including instructions, terms & conditions, technical specification stated therein.	Subject: details of Tender Fee and EMD deposit, with a self-declaration for accepting all tender terms and conditions. Subject to the deviations submitted along with the bid documents. I/We agree to accept all the terms and conditions of the tender document and assure you that I/We will comply with the above referred tender document including instructions, terms & conditions, technical specification stated therein.	No changes are under consideration.

11	24	AnnexureIV	<p>I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or abroad. I also certify that the above information is true and correct in all respects and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm will be debarred/blacklisted as decided by the competent authority of IIM Indore, also the EMD/ Performance Security Deposit (if any) shall be forfeited.</p>	<p>I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India or abroad as on the date of submission of the bid which will impact the delivery of services under this RFP.</p> <p>I also certify that, to the best of our knowledge, the above information is true and correct in all respects and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated. and the firm will be debarred/blacklisted as decided by the competent authority of IIM Indore, also the EMD/ Performance Security Deposit (if any) shall be forfeited.</p>	<p>Please refer to the corrigendum (Sn-3) and revised Annexure IV</p>
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