

Responses to Pre-Bid Queries

RFP No.01/NJB/2019/SRA/ Date – 01/10/2019

Pre Bid Queries

SI No	Description	Page No.	Suggestion / Request / Query	Response
1	Power of Attorney from the bidder, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a bidding document	51	It should be Bid Authorization Letter. Power of attorney issued only for leader of the organization like CEO, Vice President etc. Please revise the same	The clause remains unchanged
2	The Bidder must have valid ISO 9001: 2008 certification; or at least CMMi Level 3 certification	51	Please add "The Bidder must be ISO-27001 , ISO 9001 and ISO 20000 certified" . It Will enhance the bidder quality	The clause in the RFP remains unchanged
3	Net Profit (as % of Turnover) of the Company Max Marks - 5	52	It should be Net worth (as % of Turnover) of the company	The clause in the RFP remains unchanged
4	Combined Volume of Examinations Conducted (CBT) in the last 2 years (Sum of all candidates in 2 years) 2017-18, 18-19 Conducted => 50 lac -> 10 marks	53	You requirement is only 20000 candidates . We need more clarity on it. We think it is totally irrelevant and helpful for only one / Two company presently working in India. You should keep max 10 lac to 15 lac for maximum marks. Please make it easy for all bidders.	The clause (1.2 in RFP -page 7) is self explanatory. Clauses are framed based on requirement. The clause in the RFP remains unchanged.
5	Infrastructure for Data Centre / Disaster Recovery (DR)	53	CBT Examinations are conducted more than 100+ (All India + State Level) per year in our country and 95% exams are conducted based on hired data centre / Cloud Server like AMAZON / AZURE etc	Clauses are framed based on requirement

	DC & DR Owned by Service Provider - 6 Marks		Only one or two companies are insist to client to keep "Own Data Centre Clause" to get the advantage in technical score.	Clauses are framed based on requirement
			Because they are offering examination services and also data centre services to several state govt .	Clauses are framed based on requirement
			It will discourage the bidders	Clauses are framed based on requirement
			Please give full marks either Hired / OWN Tier III data centre	Clauses are framed based on requirement
			Even you should keep some marks for own exam servers to conduct the exam locally . It is highly important and more relevant to CBT Exam	Clauses are framed based on requirement
6	Type of ownership of Computer Nodes	53	CBT Examinations are conducted more than 100+ (All India + State Level) per year in our country and 95% exams are conducted based on hired Computer nodes and It is a normal practice for any medium & Large examination like SAIL , JEE, CAT , KVPY /PSU Recruitment / University Entrance Exam	Clauses are framed based on requirement
	Ownership of 100% of the nodes - 10		Again , It will give advantage to only one or two companies having 5000 own nodes .	Clauses are framed based on requirement
			Please change this clause like either Hired / Ownership	Clauses are framed based on requirement

			Whats is " Certificate from CTO of site owned by service provider" ? We need some clarity on it .	Certificate from the CTO of the site owned : For instance, if the service provider owns some site , the CTO of the SP should submit the certificate
7	General Manpower Strength of Service Provider on their rolls Manpower in Computer Based Examinations vertical as on 31st July 2019	54	We have 200 + on roll employee , But we have more 1200+ Employee for examination related activities specially related to project execution / implementation and operation .	Clauses are framed based on requirement
	>1000 - > 8 marks		These are exclusively working with us only , but they are working with MeritTrac (Manipal Group) Invested Company .	Employees in group shall be considered as full employees for evaluation
			Many organization has maintained the similar policy to keep control over the cost and smooth functioning of any event .	Employees in group shall be considered as full employees for evaluation
			Please use " Overall" Employee instead of " Payroll " employee	
8	Examination Venue Counts (Across the country) across country in the last 2 years [2017-18, 2018-19]. Coverage of all 29 States	54	Do you accept the " Self Declaration " for the same ?	Certificate from an authority competent to sign this declaration shall be the 1. The authorised Signatory 2. CTO 3. Company Secretary 4. CEO (or) Equivalent 5. Vice President
			Please use " Franchisee / Third Party "	Clauses are framed based on requirement
			It will make more sense legally	Clauses are framed based on requirement

9	Minimum 75% required to qualify in the Technical Bid. Bidders who secure less than 75% marks will be considered as DISQUALIFIED	55	Please consider 60 as qualifying marks	The clause in the RFP remains unchanged
10	Regarding Biometric Data Capture		You have not given any marks for " Bio Metric Data Capture "	the clause in the RFP remains unchanged
			It is very important part in any examination .	the clause in the RFP remains unchanged
			Please give minimum 10 marks for it slab wise	the clause in the RFP remains unchanged
			1- 2 lac -> 2 Marks ; 2- 4 Lac -> 5 Marks ; More Than 4 Lac -> 10 marks	the clause in the RFP remains unchanged
11	Regarding "Online Application, Payment Gateway, Admit Card Generation and Help Desk Management"		You have not given any marks for Pre Exam activity . It is also vital part of any CBT examination .	Clauses are framed as per requirement
			Please give minimum 10 marks for it slab wise	Clauses are framed as per requirement
			1- 2 lac -> 2 Marks ; 2- 4 Lac -> 5 Marks ; More Than 4 Lac -> 10 marks	Clauses are framed as per requirement
12	Regarding total domian experience of the bidder		You have not given any marks for the same	Clauses are framed as per requirement
			Please add below mentioned point slab wise to understand the background of the organization	Clauses are framed as per requirement
			The bidder should have experience in field of organizing tests and exams in India	Clauses are framed as per requirement
			7- 10 year -> 3marks	Clauses are framed as per requirement

			10 - 15 year -> 5 marks	Clauses are framed as per requirement
			15 year + -> 10 marks	Clauses are framed as per requirement
13	In case of those applications where the candidate has applied but not appeared for the examination, an amount of 5% of the (five percent) quoted price shall be paid as application processing fee.	56	It is not standard and not accepted . Please discuss the matter	Clause is deleted. Please see corrigendum No 4 to RFP.
14	On the cost quoted in commercials, a 10% discount should be given to NJB for exams more than 2 shifts in a day (i.e., the 3rd shift volume will get a discounted costing at 10%). No extra payments will be made for normal shifts	57	We need more clarity for the same ..	This clause is with respect to volume discounts to be offered by the service provider.
15	A minimum slab of 2000 candidates (appeared for examination) shall be considered in low volume cases. [Example: If there were only 1500 applications, the bidder shall be paid an amount equal to the quoted cost x 2000. If there were 2500 applications, but only 1000 appeared, then the bidder shall be paid a cost equal to quoted cost x 1000, + fee of 5% of quoted cost x 1500 as application processing fee]	57	We need more clarity for the same ..	The clause is deleted. Please see corrigendum No 5 to the RFP
16	QCBS Ratio between Technical and Price	57	It is our request to change it like 60 : 40	The clause in the RFP remains unchanged
17	Examination venues should be taken over by the Service provider for the conduct of examinations 2/3 days prior to the examination		We need more clarity for the same ..	The clause is self-explanatory

18	2. All staff associated with the conduct of examination at the respective venue must be present during the Mock Drill. – Means all the Invigilators also need to be present there	13	We need more clarity for the same ..	The clause is self-explanatory
19	CCTV Surveillance	13	Need more clarity on it	This is for operation/management of conducting of examination and also for forensic requirements.
20	(Three) feet seat width should be available for candidates in such a way that a candidate cannot see other candidate's screen. Cardboard, transparent material and thermocol are strictly prohibited in partitions		Need more clarity on it	The clause in RFL remains unchanged.
21	Furniture of good quality should be provided for candidates to take examination		Need more clarity on it	The clause in RFL remains unchanged .candidates should settle comfortable and the chairs, computer should not be damaged or shaky.
22	Non-shadow lighting is mandatory for every hall of examination		Need more clarity on it	Lights should not create shadows.
23	Examination venues should contain holding area to keep candidate's belongings		Need more clarity on it	A place where the candidates who appear for the said exam shall deposit their belongings safely. The SP may offer this services Free of charge
24	Service provider must arrange to provide place for depositing mobile, handbag etc. and to handover the aforesaid article after the exam		Need more clarity on it	A place where the candidates who appear for the said exam shall deposit their belongings safely. The SP may offer this services Free of charge

25	Authentication of applicant from UIDAI	12, Point VI	Instead of Aadhar based Biometric authentication, can agency simply have Biometric Captured during exam be used for verification against biometric captured at time of admission.	Please see the Corrigendum No 2 to RFP
26	Lodging FIR with the police	18	For FIR related matters we will provide the necessary support and matter to client will take it forward with Police.	FIR will be filed by the Service Provider. NJB shall facilitate
27	Live feeds of CCTV surveillance data	19, Point 3.3.12 - 4	Please note CCTV Surveillance with live streaming facility requires High bandwidth and additional infrastructure. We assume instead of live streaming of CCTV, CCTV Camera with local recording and live monitoring console for each center observer at each venue.	The clause in RFP remains unchanged
28	Net Profit (as % of Turnover) of the Company	52	We request to reduce the Max score Net profit margin to > 15%	The clause in RFP remains unchanged
29	Conducting of Computer Based exams for GOVERNMENT in FY 2017-18 & 2018-19 (with minimum candidates per exam)	52	We request to merge point 3 and 4 as its same.	The clause in RFP remains unchanged
30	Type of ownership of Computer Nodes	53	Waiver to give the same score for Owned/ leased Computer nodes	The clause in RFP remains unchanged
31	Examination Venue Counts (Across the country) across country in the last 2 years [2017-18, 2018-19]. Coverage of all 29 States	54, Point 11	We request to remove franchise word.	The clause in RFP remains unchanged

32	General Manpower Strength of Service Provider	54, Point 09	We request Manpower Declaration would be signed by HR head not Company secretary	The declaration may be signed by COMPANY Secretary or Equivalent. In case of non-availability of Company secretary, the document shall be signed by HR Head and countersigned by the CEO.
33	The successful bidder will receive the cost towards conduct of examination (CBT) per candidate only for those cases/candidates who appear for examination.	Page No 56, Point 11.5	We request to change this and instead of appear mention scheduled candidate	Please see corrigendum No 3
34	On the cost quoted in commercials, a 10% discount should be given to NJB for exams more than 2 shifts in a day (i.e., the 3rd shift volume will get a discounted costing at 10%). No extra payments will be made for normal shifts	57, Point 11.5	We request to waive this point	The discount applies to all the shifts. i.e., if there are 3 shifts, the 10% discount shall be for all the 3 shifts
35	If Exam in a Venue/part of venue is delayed for more than 30 minutes then a penalty of (20% of the fee quoted by bidder) x (No. of affected candidates) for that venue will be imposed	59 to 62 Point 12.6	We request to re consider the clause and make some fix percentage deduction from PBG instead micro level penalties.	The clause in RFP remains unchanged
36	A penalty of Rs.2000 per person per shift in case of non- availability of Manpower as per RFP			The clause in RFP remains unchanged
37	If error is found in scores - A penalty of 50% of the (basic quoted fee) x no. of affected candidates subject to a maximum of 10% of work order for that examination.			The clause in RFP remains unchanged

38	If 100% photo and biometric of candidates are not captured, a penalty of 10% of the (basic transaction fee) x no. of affected candidates subject to a maximum of 10% of work order for that examination.			The clause in RFP remains unchanged
39	If exam questions /answer keys get leaked before the examination - A penalty up to 200% of the value of price quoted by bidder for that shift			The clause in RFP remains unchanged
40	Delay in submission of scores - 5% of (total basic quoted fee, subject to minimum Rs.10,000)			The clause in RFP remains unchanged
41	Error in Questions - (a) 2-4% Error in questions or answers or both Penalty amount = Rs.25 x No of questions with errors x no of candidates in that shift (b) Beyond 4% Error : Penalty amount = Rs.35 x No of questions with errors x no of candidates in that shift			The clause in RFP remains unchanged
42	Uploading Attendance Sheets - Beyond end of that day (11:59:59 PM) upto 72 hours : Rs. 500 per venue Beyond 72 hours : Rs. 1,000 for each day (24 hours)			The clause in RFP remains unchanged
43	Uploading of NJB copy in bunch of 50 units as PDF file (200 DPI) to the central system			The clause in RFP remains unchanged

44	Despatch of hard-copies of Attendance sheet & Board copy to the Board - Every additional day after day of examination : Rs. 1,000 per day per venue			The clause in RFP remains unchanged
45	Availability of Web Portal - Rs. 25,000 for each day of delay beyond 15 days (16th day onwards)			The clause in RFP remains unchanged
46	Performance of Web Portal should be seamless, compatible to all browsers (including mobiles)			The clause in RFP remains unchanged
47	Payment Gateway - Failure in payments not due to communication but due to portal : Rs.10,000 for every 50 failed transactions			The clause in RFP remains unchanged
48	Non submission of report on receipt of fee-payments - Delay: Rs. 1000 for each day of delay.			The clause in RFP remains unchanged
49	Hall-tickets/Acknowledgement Download – by candidate Rs.5000 for every 100 failed transaction on account of portal			The clause in RFP remains unchanged
50	Handling of Grievance - An amount of Rs.25,000 shall be levied on failure to handle grievances related to any of the following <input type="checkbox"/> Portal <input type="checkbox"/> Examination <input type="checkbox"/> Challenges to questions			The clause in RFP remains unchanged .

51	NJB also reserves the right to disqualify any bidder, should it be felt necessary at any stage.	46	Request NJB to give sufficient notice and an opportunity of being heard before disqualifying the Bidder.	The clause in the RFP remains unchanged.
52	NJB may invoke forfeiture of the Performance Bank Guarantee for any failure on part of Bidder to fulfill its obligations as specified under the Contract Agreement executed with the successful bidder	58	Request NJB to give sufficient notice and an opportunity of being heard before invoking the Performance Guarantee.	The clause in the RFP remains unchanged.
			The Bidder shall be liable only for its own acts which are proved to use undue influence and no other.	
			The maximum penalty leviable on the Bidder shall be restricted to 5% on the undelivered part of the order.	
53	Penalties	59-62	The maximum penalty leviable on the agency shall be restricted to 5% of the entire Contract value.	The clause in the RFP remains unchanged.
54	Computer Based Examination Services per candidate	56	We assume per candidate rate is per scheduled candidate, please confirm	Per candidate means per one candidate.
55	Designing and finalization of recruitment advertisement content and layout for publication	11	Please confirm tentative go live date for the Online Application Portal Please clarify who will be finalizing the advertisement.	Will be intimated after due approvals of plans at NJB. Please see the Corrigendum No 1 to RFP

56	For payment gateway	11	A. For online payment we assume the transaction charges for online payment will be borne either by CLIENT or levied to candidates. Please confirm.	A. Transaction charges to be borne by the applicant
			B. We assume the registration fees collected through online payment will need to be credited directly into CLIENT bank account.	B. The understanding is correct. Should be credit to the NJB Account
			C. Please confirm if the Third party Payment collector for integration will be provided by CLIENT or need to be provided by the bidder	C. No. Any such arrangements shall be on account of the bidder
57	Helpdesk	11	A. 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.	A. The understanding is correct
			B. We assume the language of the helpdesk is English & Hindi will suffice the requirement. Please confirm.	B. The understanding is correct
			C. Please confirm the helpdesk number would be a standard landline helpdesk number. Please confirm	C. Preferably the number be a TOLL-FREE NUMBER.
58	Conduct of computer based examinations	12	A. Please confirm expected / Likely Exam Date(s)	A. To be decided
			B. Please confirm if the exam is to be conducted in Single or Multiple consecutive days	B. In multiple / consecutive days (depending on volume)

			C. Please confirm if the exam is to be conducted in Single or Multiple sessions	C. One exam shall be in one session
			D. How many such exam event/drives are expected to happen in a year?	D. Please refer RFP
			E. Please share historic trend of city wise candidate counts for various Online exams	E.This is the first time NJB conducts this exam
			F. Please share the percentage of PWD candidates.	F.Not available
			G. We Assume that the PWD candidate can bring his/her own scribe for exam? Please confirm	G.The understanding is right
59	Maintain a robust question bank in a safe and secure manner	12	A. Please share list of disciplines/subjects for QP content development by bidder	A.As being followed by all Central Government Recruiting agencies like SSC/UPSC
			B. Please share number of questions per paper (min and max.)	B. As at A above
			C. Please confirm total modules for which QP needs to be prepared	C. As at A above
			D. Please confirm duration of exam min. and max for different exam modules.	D. As at A above
			E. Please confirm language required for conducting the exam	E. English & Hindi
			F. We assume the questions will be only of MCQ Type. Please confirm	F. The understanding is right

60	One hour of completion of the shift	15	There are various external factors which delay the process; So candidate Responses can be provided in 3-4 hours. Hope that will suffice the requirement. Please confirm	The clause in the RFP remains unchanged
61	Including lodging FIR with the police	18	For FIR related matters we will provide the necessary support and matter to client will take it forward with Police.	NJB shall facilitate, but the ownership of this exercise will stay with the bidder
62	Live CCTV	19	We assume instead of live streaming of CCTV , CCTV Camera with local recording and live monitoring console for each center observer at each venue will suffice. Please confirm.	The clause in the RFP remains Unchanged.
			Please note CCTV Surveillance with live streaming facility requires High bandwidth and additional infrastructure (which is not available in many locations) Enabling this would have a high cost impact which would have to be borne by the client .	
			We request you to please relax the live streaming requirement due to Logistical issues	
63	Biometric	21	We assume there is no requirement of biometric verification after exam, if required Please confirm different stages for verification, cities, Should aadhar based authentication required for verification, Max no. of candidates / Persons for which verification need to be done etc.	The understanding is right.

64	Stenographer	36	A. Please confirm typing test is required or not	A. As per standard practice followed by govt. recruiting agencies like SSC/UPSC
			B. If required, Please confirm whether skill base practical paper will happen on same day / same section? Or on the different date	B. As at A above.
			C. Please confirm the exam need to be conducted only for shortlisted candidates or to everyone	C . As at A above.
65	Identification, selection and preparation of adequate number of standard venues for the conduct of computer based examinations within stipulated time.	12 Section 3.1	(a) Please share the list of city / town where in examination centres are required to be provided. (b) Please provide the City / town wise estimated count of candidates.	(a) City list will be shared with successful service provider (b) Data will be shared with successful service provider
66	Arrangements for biometric registration of candidates.	12	By 'biometric registration' we understand that the photograph and finger print of the candidate has to be captured. Please confirm our understanding.	The understanding is correct

67	Question Set	15 Section 3.3.7	<p>Please provide the details against the following:</p> <p>(a) What are the subjects for which the questions are to be prepared?</p> <p>(b) What would be the level - Undergraduate / Graduate / Post-Graduate / Diploma?</p> <p>(c) How many questions will be required for a Question Paper - 100 / 150 / 200 etc.?</p> <p>(d) How many Question Paper sets are required for each batch / shift?</p> <p>(e) What are the languages in which questions are to be prepared? [English / Hindi / Both / Others]</p>	<p>(a) The bidders shall get clue from the list of vacancies</p> <p>(b) Starts at 10+2 level and leads upto PG level</p> <p>(c) As per the standard practices of the industry for a 1 hour, 2 Hour, 3 Hour CBT</p> <p>(d) Minimum three (3) sets</p> <p>(e) English is mandatory. Hindi shall be at a later stage, (not in the first exam to be conducted)</p>
68	Collating & processing all inputs from various Regional and Sub-Regional Offices	17 Section 3.3.8	<p>Please provide the count and location details of the Regional and Sub-Regional Offices.</p>	Will be provided to the successful bidder.
69	Venue Manager - An employee of Service Provider.	28 Section 4.5	<p>As per the prevalent industry standard, we would request NJB to allow resources from verified panel / firm.</p> <p>Please confirm the acceptance of our request.</p>	Essentially the Service provider should own the responsibility of this Venue Manager
70	Service Provider will install necessary server, storage, support, dashboard infrastructure & network equipment at the NJB HQ (presently located at Park Street but may be shifted to Patsan Bhawan , Rajarhat if building is ready by that time) .	32 Section 3.1	<p>The infrastructure implementation will be done at only one location - either at Park Street or at Rajarhat. NJB should not request shifting of the setup within the contract period.</p> <p>Please confirm the acceptance of our request.</p>	No shifting of venues in this case is envisaged at this point in time. However, NJB shall consider taking responsibility of any such shifting in future (means, NJB shall consider reimbursing the cost of such shifting, after due audit by NJB)

71	Necessary software for retrieval of above data in the form of queries, reports etc. shall be provided by the Service Provider to the NJB.	32 Section 3.1	The data handed over post examination is in commonly available formats such as Excel, PDF etc. for which the exam conducting body (NJB in this case) is supposed to have the required software to consume the data. Would request NJB to drop this requirement of providing software. Please confirm the acceptance of our request.	Data should be handed over in standard retrievable format. This is for operation/management of conducting of examination and also for forensic requirements. As such, NJB does not own or manage any software systems for data retrieval. Hence the complete set (data, retrieval system) needs to be provisioned by the Service Provider.
72	The complete IT Infrastructure installed at the NJB Headquarters along with software (as mentioned in 5.7) will be fully handed over to NJB at the end of the contract.	32 Section 3.1	The complete project is executed as a service model and providing IT infrastructure to the exam conducting body (NJB in this case) is not a standard practice for such assignments. We would request NJB to kindly drop this requirement. Please confirm the acceptance of our request.	The clause in the RFP remains unchanged
73	Net Profit (as % of Turnover) of the Company	52 Section 11.4.1	Profit percentage of a Company is not the true reflection of the experience and expertise of the firm to conduct exams. We would request NJB to replace this parameter with something relevant such as "Turnover from Exam Processing Services". Please confirm the acceptance of our request.	The clause in the RFP remains unchanged

74	Type of ownership of Computer Nodes	53 Section 11.4.1	<p>Ownership of the computer nodes does not give any specific benefit to the exam conducting body (NJB in this case). This parameter is also contradicts point 11 of the Technical Evaluation Criteria (franchise Examination Venues). Conducting exams using hired Computer Nodes is the industry standard. We would request NJB to replace this parameter with a relevant parameter such as "Years of Experience in Conducting Computer Based Exams".</p> <p>Please confirm the acceptance of our request.</p>	The clause in the RFP remains unchanged
75	General Manpower Strength of Service Provider on their rolls Manpower in Computer Based Examinations vertical as on 31st July 2019	54 Section 11.4.1	<p>Refer section 4.5 of the RFP; exams are conducted using resources from the Service Provider's team as well as from outsourced agencies. So please change the parameter to - "General Manpower Strength available for conducting Computer Based Examinations as on 31st July 2019"</p> <p>Please confirm the acceptance of our request.</p>	The understanding is correct
76	Service Level Agreement (SLAs)	59 - 62 Section 12.6	<p>We would request NJB to limit the overall penalty to 10% of the Contract Value.</p> <p>Please confirm the acceptance of our request.</p>	The clause in the RFP remains unchanged

77	<p>Payment shall be made at the rate of 75% of the amount claimed in the given work order, at the time of acceptance of the invoice/bill to the NJB, after successful completion of the examination.</p> <p>The balance 25% of the payment shall be made after certification by NJB of all the activities related to the given work order have been duly completed in all respects</p>	63 Section 12.7	<p>We would request NJB for the following payment schedule:</p> <p>40% of the amount within 7 days of generating the Admit Cards</p> <p>40% of the amount within 7 days from the completion of the Examination</p> <p>The balance 20% of the payment shall be made after certification by NJB of all the activities related to the given work order have been duly completed in all respects</p>	The clause in the RFP remains unchanged
78	Maintain a robust question bank in a safe and secure manner, preparation of adequate number of question sets for automated administration.	12 Section 3.1	We request the following change to the clause. Create question paper in a safe and secure manner, preparation of adequate number of question sets for automated administration	As being followed in Central Govt. Recruiting Agencies like SSC / PSC (2019 onward exam) in computer based online examinations.
79	Scanning of completed documentation and submit to the NJB within prescribed timeframe	13 Section 3.3.4	Please specify the documents that need to be scanned and what will the volume of the documents in terms of number of pages.	As being followed in Central Govt. Recruiting Agencies like SSC / PSC (2019 onward exam) in computer based online examinations.
80	Regional and sub-regional offices will conduct sample audit of examination venues.	14 Section 3.3.5	As we conduct examinations for multiple customers on a regular basis in the exam venues, allowing audit by any regional and sub-regional offices of NJB would not be possible due to security reasons. Whereas, we will submit the audit reports of the audit conducted by us of the examination venues to NJB.	The clause in RFP remains unchanged.

81	There are various external factors which delay the process; so candidates responses can be provided in 3-4 hours. Hope that will suffice the requirement. Please confirm	15 Section 3.3.6		The clause in RFP remains unchanged.
82	Questions shall be available only 30 minutes prior to examination. Questions shall not be available earlier than 30 minutes.	16 Section 3.3.7	We request the following changes to the clause Questions paper shall be available only 2 hours prior to examination.	The clause in RFP remains unchanged.
83	Question set shall transmit from Central Server to Local server or local server to candidate's terminal only after best encryption (as on date of examination. As on date it is at least 256 bit encryption). Questions shall not travel any path without encryptions.	16 Section 3.3.7	Once the candidate logs into the system and the exam starts, the question paper gets decrypted. Hence, the transmission of QP from local server to candidate terminal is not in encrypted mode. We request the following changes to the clause question set shall transmit from Central Server to local server only after best encryption (as on date of examination. As on date it is at least 256 bit encryption.)	The clause in RFP remains unchanged
84	Encryption shall have "ZERO HUMAN INTERVENTION"	16 Section 3.3.7	The encryption password would given by authorized personnel.	The clause in RFP remains unchanged.
85	The exam functionaries are not involved in any criminal case.	19 (iii)	We request deletion of the clause.	The clause in RFP remains unchanged.

86	Apart from a Desktop based dashboard, the NJB Headquarters will be provided with an LCD-wide-screen (40") dashboard.	20 (9)	We request the LCD wide screen to be provided by NJB	This will be considered.
87	Project Monitoring Unit (PMU) : A Project Monitoring Unit will be appointed by NJB to monitor the operations of Service Provider in the conduct of examinations (manpower, technical and operations). The functionaries of the PMU will be authorized to inspect any venue, software, servers and evaluate and audit the system.	22 (3)	We request the following changes to the clause Project Monitoring Unit (PMU) : A Project Monitoring Unit will be appointed by NJB to monitor the operations of Service Provider in the conduct of examinations.	Clause remain unchanged.
88	Login must be "CAPTCHA" enabled	24 (12)	We request deletion of the clause.	The clause in RFP remains unchanged
89	Service Provider must hold the primary software / question bank in exclusive servers in Data Centre.	24 (3)	We provide separate database scheme for each customer, not separate servers in data centre. The web / app servers will be common to all customers.	End-to-end security of questions should be ensured.
90	Service Provider is required to share the CCTV footage with NJB either through a file transfer mechanism or by providing access to the storage servers, and also keep a copy of the same securely till One year after the expiry of contrast between Service Provider and NJB.	30 (6)	We request the following changes to the clause Service Provider is required to share the CCTV footage with NJB either through a file Transfer mechanism or by providing access to the storage servers, and also keep a copy of the same securely till 180 days after completion of the examination.	The clause in RFP remain unchanged.
91	Operational integrity & security Management - System to be ISO17799 complaint	31	We request deletion of the clause.	The clause in RFP remain unchanged.

92	Performance - The system shall provide fast and steady response times (Quality of Service). The maximum user response time shall be less than 0.001 second (1/1000th of a second) over LAN, for the next screen to appear or the existing screen to refresh for submission of data. The speed and efficiency of the system shall not be affected with growing volumes, specially during search operations, reporting, MIS, online processes and batch processes.	31 (1)	We request the following changes to the clause Performance - The system shall provide fast and steady response time (Quality of Service). The maximum user response time shall be less than 5 second over LAN, for the next screen to appear or the existing screen to refresh for submission of data. The speed and efficiency of the system shall not be affected with growing volumes, especially during search operations, reporting, MIS, online processes and batch processes.	As per standard practice followed in Govt. Recruiting Agencies like SSC / 2019 onward exam) in computer based online examinations.
93	Must support at least 100 clients without any degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp (in milliseconds) for audit purpose. Response time for question / page loading must less than one milli second. All responses to be acted upon in real time.	32	We request the following changes to the clauses must support at least 100 clients without any degradation in performance. All mouse / key clicks are to be recorded for each client with time stamp (in milli seconds) for audit purposes. Response time for question / page loading must be less than five second. All responses to be acted upon in real time.	As per standard practice followed in Govt. Recruiting Agencies like SSC / 2019 onward exam) in computer based online examinations.
94	NJB or their designated agency may audit the DC / DR / Cloud setup at any time.	34 (4)	We request deletion of the clause.	The clause in RFP remain unchanged.
95	Type of ownership of Computer Nodes	53 (8)	As the candidate count of NJB recruitment exam would be nearly 50,000 (as per our assumptions) we request to change the units of computer nodes from 5,000 to 50,000	The clause in RFP remain unchanged.

96	On the cost quoted in commercials, a 10% discount should be given to NJB for exams more than 2 shifts in a day (i.e., the 3rd shift volume will get a discounted costing at 10%). No extra payments will be made for normal shifts	57	We request deletion of the clause.	The clause in RFP remain unchanged.
97	Entire SLA	59	We request deletion of the clause.	The clause in RFP remain unchanged.
98	Payment shall be made at the rate of 75% of the amount claimed in the given work order, at the time of acceptance of the invoice / bill to the NJB, after successful completion of the examination. The balance 25% of the payment shall be made after certification by NJB of all the activities related to the given work order have been duly completed in all respects.	63	We request the following ;changes to the clause. Payment shall be made at the rate of 100% of the amount claimed in the given work order, at the time of acceptance of the invoice/bill to the NJB, after successful completion of the examination	The clause in RFP remain unchanged.

99	<p>Period of Validity of Bids - Bids shall remain valid for 270 days consequent upon the date of opening of the Technical Proposal as prescribed by the Board. A bid valid for a period less than 270 days, shall be summarily rejected. However, the prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract. 2. Extension of period of validity in exceptional circumstances, NJB may request the Bidder(s) for an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing by the Board. The validity of EMD shall also be suitably extended.</p>	45	<p>Period of validity of Bids - Bids shall remain valid for 180 days consequent upon the date of opening of the Technical Proposal as prescribed by the Board. A bid valid for a period less than 180 days, shall be summarily rejected. However, the prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract. 2. Extension of period of validity in exceptional circumstances, NJB may request the Bidder(s) for an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing by the Board. The validity of EMD shall also be suitably extended.</p>	The clause in RFP remain unchanged.
100	<p>On the cost quoted in commercials, a 10% discount should be given to NJB for exams more than 2 shifts in a day (i.e., the 3rd shift volume will get a discounted costing at 10%). No extra payments will be made for normal shifts</p>	57	We request removal of this clause	The clause in RFP remain unchanged.

101	Signing of the Contract at the contract of the successful bidder with regard to the Bid having been accepted by the NJB, the NJB shall enter into a contract with the successful bidder. NJB shall have the right to annual the award in case there is a delay of more than 21 days from the date of this notification, in signing of contract for reasons attributable to the successful bidder.	58	The entire paragraph from "Signing to the successful bidder" Deleted.	The clause in RFP remain unchanged.
102	(PBG) Part 1: Contract PBG : A PBG of 5 times the value of EMD amount would be furnished by the successful bidder in the form of a Bank Guarantee and details submitted as per the format provided in this RFP. The PBG shall be executed through a Scheduled Bank. The EMD will be returned to the successful bidder on submission of this PBG. The PBG will be returned to the successful bidder after 6 months post completion of contract. Part 2: Examination PBG : A PBG of 10% of value of the work order for each examination would be furnished by the successful bidder in the form of a Bank Guarantee and details submitted as per the format provided in this RFP. The PBG shall be executed through a Scheduled Bank.	58 (12.5)	Part 1 :A PBG of 5 times the value of EMD amount would be furnished by the successful bidder in the form of a Bank Guarantee and details submitted as per the format provided in this RFP. The PBG shall be executed through a Scheduled Bank. The EMD will be returned to the successful bidder on submission of this PBG. The PBG will be returned to the successful bidder after 3 months post completion of contract. Part 2: Examination PBG : A PBG of 10% of value of the work order for each examination would be furnished by the successful bidder in the form of a Bank Guarantee and details submitted as per the format provided in this RFP. The PBG shall be executed through a Scheduled Bank	The clause in RFP remain unchanged.

103	<p>Payment shall be made on each work order separately Payment shall be made only after satisfactory completion of the given work order and due certification to the effect by the NJB No ADVANCES shall be paid Payment shall be made at the rate</p>		<p>12.7 Terms of Payment shall be made on each work order separately payment shall be made only after completion of the given work. All amounts payable to Bidder are exclusive of any Taxes. NJB 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 NJB in accordance with the payment schedule in Schedule 4. NJB shall remit payment to Bidder within thirty (30) days from the date of invoice. Bidder shall invoice and NJB shall make payment, in advance, in accordance with the billing period specified in Schedule 4. 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</p>	<p>The clause in RFP remain unchanged.</p>
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104	Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights to the Information. No license under any trademark, patent or copyright, or application for same	65	The words from “Nothing contained inthis Agreement shall to..... this Agreement and shall continue in perpetuity.” To be deleted.	The clause in RFP remain unchanged.
	That are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.		This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue till the tenure of the Agreement being executed and shall be coterminous	As per standard practice followed in Govt. organizations.

Note - Following clauses needs to be included in the contract. **NJB’s Response – All such suggestions/inputs below cannot be decided or accepted during the bidding process. These suggestions shall be considered during the finalization of engagement only with the successful bidder, within the framework of rules, laws and bylaws, as defined in the Government**

1. Proprietary Rights All rights, title and interests in and to the Services Environment and any other material used by Bidder in the provision of the Services shall exclusively belong to Bidder or its licensors (“Bidder Proprietary Material”). Any and all Intellectual Property Rights with respect to the Services and the Bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to Bidder or its licensors and the NJB shall not be entitled to claim any rights therein. All rights, title and interests in the NJB Data shall always remain with NJB. However, Bidder shall have the right and license to use the NJB Data for R&D and product enhancement purposes. NJB agrees that Bidder shall have the right to list NJB name in its marketing material and use NJB logo with respect to such listing and for reference purposes. The NJB acknowledges that the provision of the Services hereunder by Bidder shall be on a non-exclusive basis and Bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

2. Processing Norms NJB and Bidder acknowledge and agree that the provision of Services under this Agreement may require Bidder to interact with the NJBs and suppliers of NJB relating to the Services as special agent for and on behalf of the NJB and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided by NJB and agreed by the Parties. Bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and Bidder shall incur no liability for claims, loss or damages arising as a result of Bidder’s compliance with the Processing Norms. NJB agrees to indemnify, defend and hold Bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities,

costs and expenses, including but not limited to reasonable attorney’s fees and expenses, arising out of or resulting from Bidder’ compliance with Processing Norms. Further, NJB shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

3. Limitation of Liability Notwithstanding anything contained in the Agreement or any other document, neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement or otherwise under any account whatsoever, shall not exceed the amount paid by NJB to the Bidder in the preceding 12 months immediately giving rise to such liability. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; and (ii) breach of the Use Terms in respect of use of Bidder Application System;. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of NJB to perform any of NJB 's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the NJB for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

4. Confidential Information Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause __. The provisions of this Clause __ respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

5 Non-employment The NJB will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom

6 General Indemnity . The NJB will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the NJB by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.

7 Indemnity for infringement of intellectual property rights The NJB warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

8 Termination in case of default and non payment of fees: Bidder may terminate this Agreement for cause if NJB materially breaches this Agreement, provided Bidder gives NJB notice of such breach and it remains uncured after 30 days following notice. If any amount due and payable by NJB under the Agreement is more than 30 days overdue; and there is no dispute between NJB and Bidder in relation to that amount, Bidder may issue to NJB a notice that payment is overdue. If NJB fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to NJB terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.

9. Representations And Warranties Bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity

with the scope described in Schedule_. Notwithstanding the aforesaid, any Services which are provided by Bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, Bidder MAKES NO WARRANTIES TO NJB , EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY Bidder. 10. Term and Termination

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.

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.

Effect of termination. In the event of termination or expiry of this Agreement, (A) NJB shall (i) forthwith cease to access and/ or use any of Bidder Application Systems and Services Environment; (ii) return to Bidder any of Bidder confidential and proprietary information and material in its possession;

and (B) Bidder shall (i) return to NJB all confidential and proprietary information of NJB ; (ii) if a third party software license is obtained specifically for the NJB under this Agreement and allows NJB to use such software after termination of this Agreement (as specifically identified in Schedule_), then Bidder shall transfer such third party software to NJB on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the NJB .

11. Miscellaneous Provisions

Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. NJB shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of Bidder.

Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement 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. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at New Delhi and the award made in pursuance thereof shall be binding on the Parties.

12 Code Of Conduct: The activities of all Bidder employees are governed by the Code of Conduct, a copy of which is available at link <http://www..com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc=> NJB agrees to make good faith efforts to notify Bidder designated executives of any breach of the Code of Conduct by any Bidder personnel relating to this Agreement. Bidder in turn, undertakes that it will maintain confidentiality of all communication received. Definition “Equipment” means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in Schedule , to be supplied or made available by or on behalf of Bidder outside the Hosting Environment, for use by NJB ’s Authorised Users strictly for accessing Bidder Application System for the purpose of availing of the Services hereunder. “Services Environment” means collectively or severally (as the context may require) the Hosting Environment, Bidder Link and Equipment. “Hosting Environment” means Bidder’s servers within the facilities and environment managed and utilized by Bidder to provide the Services to NJB , including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described Schedule___ “Bidder Link” means a link either by way of a link located at a URL or a physical port prescribed by the Bidder in Schedule___ established, provided and maintained by Bidder, as part of the Services, for connecting to Bidder Application System. “Bidder Application System” means the specific software applications/solutions whether owned or licensed by Bidder identified in Schedule , which Bidder will either host on its Services Environment for the provision of Services under this Agreement. Bidder Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within Bidder Application System. SCHEDULE___USE TERMS for Bidder Application System (Bidder p proprietary)

These Use Terms will govern the Use by NJB of Bidder Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective____ (“Agreement”) signed between NJB named herein below and Consultancy Services Limited (“Bidder”). 1. DEFINITIONS The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms: “Target Environment” shall mean Services Environment or NJB Environment, as specified in the Schedule____ with respect to each component of the Bidder Application System. “Services Environment” has the meaning ascribed to it in the Agreement. “NJB Environment” has the meaning ascribed to it in the Agreement. “Use” means using and/or accessing the Bidder Application System by the Authorised Users, whether it is installed on NJB Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the Bidder under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the

2. USAGE RIGHTS AND RESTRICTIONS

Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the Bidder Application System by Bidder or upon Bidder permitting access to NJB of the Bidder Application System through any means, Bidder hereby grants to NJB the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the Bidder Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the Bidder Application System other than on Target Environment, (b) permit Use of the Bidder Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the Bidder Application System to any Person other than Authorized User. Any extension or change of the contractual use of the Bidder Application System requires Bidder' prior written consent and authorization. NJB is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by NJB . NJB will indemnify and defend the Bidder in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to NJB any ownership rights and interest or title in or to the Bidder Application System any Intellectual Property Rights therein nor do they permit NJB to make derivative works or to make copies of the Bidder Application System. To the extent that Bidder Application System consists of any software codes, such material, when delivered to NJB pursuant to this Use Terms, shall be delivered by Bidder in Object Code form only and NJB shall not have any right or license with respect to the Source Code or data base design of the Bidder Application System.

Proprietary and Confidentiality Markings or Notices. NJB shall retain all of Bidder's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the Bidder Application System. NJB shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of Bidder's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the Bidder Application System or components thereof provided to NJB hereunder. NJB shall not remove or alter Bidder's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the Bidder Application System or any part thereof including the documentation.

Restrictions on Copying. Copying of the Bidder Application System is prohibited except with Bidder's prior written consent and authorization. Neither NJB nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the Bidder Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. NJ B is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the Bidder Application System or any part thereof or to create enhancements to or derivative works of the Bidder Application System or any portions thereof.

Trademarks. NJB will have no rights in any trademarks or service marks or trade names adopted by the Bidder and/or its licensors for the Bidder Application System or any part thereof.

Breach. Should the Bidder Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, Bidder shall notify NJB in writing requiring NJB to cure the breach of Use Terms and if NJB does not cure such breach within 10 days (or such other period that the Bidder may permit upon NJB 's request), of receipt of written notice from Bidder then Bidder shall be entitled to terminate the Use rights granted hereunder in respect of such Bidder Application System, without prejudice to any other rights or remedies Bidder may have under this Use Terms or otherwise.

3. OWNERSHIP AND PROPRIETARY RIGHTS NJB acknowledges and agrees that Bidder does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the Bidder Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of NJB . Nothing contained herein shall be construed as a transfer, assignment or conveyance by Bidder to NJB of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the Bidder Application System or any enhancements, upgrades or derivative works thereof

4. MISCELLANEOUS In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, NJB and Bidder specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the Bidder Application System.

NJB's Response – All such suggestions/inputs above cannot be decided or accepted during the bidding process. These suggestions shall be considered during the finalization of engagement only with the successful bidder, within the framework of rules, laws and bylaws, as defined in the Government of India (GFR).