

CORRIGENDUM03

**Tender Reference Number :-** BHU/CBT/2019-20/01

**Tender Id :-** 2019\_BHU\_430780\_1

**Tender Title :-** Conduct of Computer Based Test (CBT) for Entrance Tests

**Corrigendum Title:-** Changes in certain Technical and Commercial Conditions

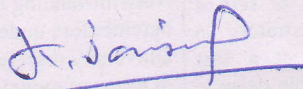
1. SCC against GCC 16.1 be amended by recasting it in three sub parts as mentioned hereunder and the existing SCC against GCC 16.1 be substituted with Revised SCC against GCC 16.1:	
<b>Existing</b>	<b>Revised</b>
<p><b>Mode of Payment and Penalty</b> The payment to the service provider shall be made 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. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidate damages on account of delays, errors, cost and time overruns etc. In case of non-fulfillment of the service provider's specific obligation as under the contract, which nonfulfillment leads to data loss/ non compliance of event based log/ data saving. The service provider shall indemnify BHU to the extent of any loss suffered by BHU as a result of such data loss/ non-compliance of event based log/ data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by BHU to the service provider arising under the terms of the contract, provided, further that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence. If any examination has to be reconducted due to any technical or non-technical problems from the service provider's side, then the service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal. In case of any deficiency of service provided by the Technical Administrators in conducting the Online examination at a Test Centre that would lead to unacceptable delay in</p>	<p><b>GCC 16.1 (A) Mode of Payment</b> The payment to the service provider shall be made in Indian rupees only after the successful completion of the entire work without any errors as per the schedule. No advance payment shall be made. If any examination has to be reconducted due to any technical or non-technical problems from the service provider's side, the service provider shall bear the cost of the conduct of re-examination as quoted in the financial bid. The successful bidder has to sign an agreement on non-judicial stamp paper, which shall interalia contain penalty clauses on account of delays, errors, cost and time overruns etc.</p> <p><b>GCC 16.1 (B) Compensatory Liability</b> In case of non-fulfillment of the service provider's specific obligations as under the contract that leads to data loss/ non-compliance of event based log/ data saving, the service provider shall pay to BHU to the extent of any loss limited to exam value payable by BHU to the service provider. This limitation, however, shall not apply to any liability for damages arising from willful misconduct or negligence.</p> <p><b>GCC 16.1 (C)Penalty</b> Notwithstanding anything contained hereinbefore under clause 16.1 (B), the University reserves the right to impose penalty, in terms of money, for non-performance or</p>

<p>completing the examination, the liability of the service provider shall be limited to 5% of total payable by BHU to the service provider for that particular test center where the deficiency has been verified and confirmed by BHU.</p>	<p>underperformance by the service provider towards its contractual obligations. The maximum amount of Penalty under this clause shall be 10%.</p>
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**2. SCC against GCC 27.1 be Deleted.**

<p><b>GCC 27.1</b>          In case the Bidder fails to fulfill the obligations as per the terms and conditions of the contract, the BHU may impose penalty to the extent of 100% of the total payment due for that Computer Based Test. In addition, the Performance Security may also be forfeited. If the Bidder fails to deliver any or all of the Service(s)/ Systems or perform the Services within the time period(s) and in the manner specified in the Contract/Agreement, BHU shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 10% of the order value of the delayed Service(s) or unperformed Service(s). In case the bidder fails to execute the contract for reasons solely attributable to the Bidder, the BHU shall have the liberty to get it done through any other agency in addition to imposing damages and penalty to the Bidder. If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract.</p>	<p>GCC 27.1, Deleted ✓</p>
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- Accordingly the deadline for bid document download end date, bid submission end date and bid opening dates be extended and fixed 14.02.2019 (05:00 PM) and 16.02.2019 (04:00 PM), respectively.

  
 (Tender Inviting Authority)