

Corrigendum1 to Tender Ref No- NTA/2018-19/008 Tender ID: 2019 NTA 453764 1

The tender document is modified/explained (wherever applicable) as under:

Clause No.	Existing Description	Modification
19.0 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY-Bid Document Part-I, Pg-10&11	Any delay by the Contractor in the performance of the delivery obligations shall render him/her liable to Liquidated Damages. In the event of tenderer's failure to supply the said items/services of acceptable quality and specifications within the original/extended delivery period given in the purchase order/contract/work order, NTA shall be at liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total contract value. Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges or services. The contract shall be taken as complete only after the last installment of goods/works/services has been made or provided.	Applicability of Liquidated damages as per this clause will be on Individual Work order total value basis instead of total contract value.
6.0 Technical evaluation criteria- Pg 25	Sr. No. 2: Experience of bidder in consulting/ advisory projects for central government of minimum value of INR 5 crores with payment receipts of the value of INR 5 Cr in the last 3 years (each project 5 marks)	Experience of bidder in consulting/ advisory projects for <u>central / state government / PSU</u> of minimum value of INR 5 crores with payment receipts of the value of INR 5 Cr in the last 3 years (each project 5 marks)
6.0 Technical evaluation criteria – 4, Pg-26	Key experts qualification and competence for this project I. Project manager (total 1) – 10 a. 4 marks for educational qualifications (minimum post graduate) b. 2 marks for project management experience (minimum 5 projects as project manager) c. 2 marks for minimum 10 year experience d. 2 marks for experience of Computer Based Test (CBT) audit II. Forensic analytics expert (total 2) – 10 a. 2 marks for educational qualifications (minimum technical graduate) b. 2 marks for minimum 2 projects related to forensic analytics c. 1 mark for experience of CBT analytics audits III. Forensic process expert (total 1) – 10 a. 4 marks for educational qualifications (minimum graduate) b. 4 marks for minimum 2 forensic projects c. 2 mark for experience of CBT process audits IV- If rest of the proposed manpower to be utilized are own employees – 10	Key experts qualification and competence for this project I. Project manager (total 1) – 10 a. 4 marks for educational qualifications (minimum post graduate) b. 2 marks for project management experience (minimum 5 projects as project manager) c. 2 marks for minimum 10 year experience d. 2 marks for experience of Computer Based Test (CBT) audit II. Forensic analytics expert (total 2) – 10 a. 2 marks for educational <u>qualifications (minimum technical graduate)</u> b. 2 marks for minimum 2 projects related to forensic analytics c. 1 mark for experience of CBT analytics audits III. Forensic process expert (total 1) – 10 a. 4 marks for educational qualifications (minimum graduate) b. 4 marks for minimum 2 forensic projects c. 2 mark for experience of CBT process audits IV- If rest of the proposed manpower to be utilized are own employees -10 (<u>Minimum qualification - Graduate</u>).
Clause 8.9 of Bid Document Part-II, Pg-28	<u>Combined Quality and Cost Evaluation</u> The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows: $S = St \times Tw + Sf \times Fw$ Where S = total score St = combined technical score Sf = combined financial score Tw= weight assigned to technical score i.e. 0.8 Fw= weight assigned to financial score i.e. 0.2	<u>Combined Quality and Cost Evaluation</u> The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows: $S = St \times Tw + Sf \times Fw$ Where S = total score St = combined technical score Sf = combined financial score <u>Tw= weight assigned to technical score i.e. 0.7</u> <u>Fw= weight assigned to financial score i.e. 0.3</u>

The reply to pre-bid queries of the prospective bidders are as under:

A.

Sl.No	Clause	Page	Description	Query	NTA Remarks
1.	NOTICE INVITING TENDERS: 10(a)	3	Last date for submission of Bid	May we request you to provide us atleast 2 weeks of time after the release of the final corrigendum or addendum	No Change
2.	NOTICE INVITING TENDERS:	3	NTA reserves the right to award the contract to one or more agencies or empanel the agencies for the Job.	May we request you to specify the criteria if more than one empanel agency(ies) are awarded for the job and their payment details.	More than one Agency (ies) may be empanelled based on (a) Volume of work (b) No additional financial implication to NTA
3.	20.0 GENERAL REQUIREMENTS.	11	<p>20.1. The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.</p> <p>20.2. No change of make or brand will be permitted after issue of purchase order. However, under extraordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the Contractor may request in writing to NTA, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the bidder shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". NTA shall be at liberty to accept or reject such request without any impact on the contract conditions. The Contractor must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.</p> <p>20.3 The Contractor along with OEM should make available the offered products,</p>	May we request you to remove the clause as per our understanding the bidder is not supplying any OEM products	This condition is not applicable to subject tender.

			if desired during technical evaluation of bid for testing and ...		
4.	41. General Information for two bid packet tender	17	vi)Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. NTA may also independently seek information regarding the performance from the clients.	Requesting to remove this as we can give citations but can't provide the name and contact details as already having NDA signed with all such Clients.	These are essential requirements and can not be waived.
5.	43. Other Terms and conditions of the tender	19	ix) The successful bidder shall make arrangement for check-up of the systems as per scope of work at his own cost and shall keep all the machines in perfect working condition at all time, to ensure smooth execution of work. In case of failure of any of the systems as per scope of work, the bidder shall have to make alternative arrangement immediately so that the work does not suffer.	Request to please remove this as this should be the scope of System Implementer	This condition is not applicable to subject tender.
6.	4.1 Pre Examination Review of the examination center:	22	Whether IT infrastructure (exam server and computers) supports forensic review (logging, auto launch, notifications, external devices settings, etc.)	The scope for forensic services is not clear, would the forensic examiner be required to conduct investigation inside the NTA premises/test centres, or at the respective offices of forensic examiner. Is there any specific forensic analysis, Digital forensic, Cyber Forensic etc. to be taken into consideration for the above requirement.	Scope of work for pre examination review of examination centre is as per clause no.4.1 of Bid Document Part II.
7.	4.1 Pre Examination Review of the examination center:	23	All issues identified during pre-exam review of the exam center should be shared with the exam service provider as soon as possible within 4 days of completing the review of a particular center.	May we request you to modify the clause as "All issues identified during pre-exam review of the exam center should be shared with the exam service provider as soon as possible within 14 days of completing the review of a particular center."	No change.
8.	4.2 During Examination – review of the examination center on the day of the exam:	23	Observation which impact the release of results or need urgent attention of NTA should be shared on the same day of the exam review.	May we request you to modify the clause as "Observation which impact the release of results or need urgent attention of NTA should be shared within 7 days,of the exam review."	No change.

9.	4.3 Post Examination – exam data review conducted after the exam:	24	Observations which impact the release of results should be shared as soon as possible within 6 days after last shift of exam .	May we request you to modify the clause as "Observations which impact the release of results should be shared as soon as possible within 14 days after last shift of exam."	No change.
10.	4.4 Other – any other task as assigned by NTA related to audit	24	Forensic analytics: a technical graduate with minimum 1 year of experience. Experience of analytics on python/SQL/etc tools	Are we looking for the work as stated on page 22, Point 4.1 to be assisted by the Forensic analytics team member, in that scenario, the qualifications might not be adequate.	No change
11.	5.5 Qualification Criteria Parameters:	25	The bidder should have executed two projects in the government education sector with at least 2 Cr value in the past 3 years	May we request you to modify the clause as "The bidder should have executed/executing two projects in the government sector with at least 2 Cr value in the past 3 years where at least one project should be from education sector.	No change
12.	6.0 Technical evaluation criteria	25	1) Experience of the bidder in advisory/consulting project for state/ central government in last 3 years - 5 marks per project if the project has forensic or investigation as part of the scope - 4 marks per project if the project is consulting / advisory project	May we request you to modify the clause as "Experience of the bidder in advisory/consulting project for state/ central government in last 3 years - 5 marks per project if the project has forensic/ investigation/Auditing as part of the scope - 4 marks per project if the project is consulting / advisory/ Auditing project"	No change
13.	6.0 Technical evaluation criteria	25	2) Experience of bidder in consulting/ advisory projects for central government of minimum value of INR 5 crores with payment receipts of the value of INR 5 Cr in the last 3 years (each project 5 marks) Payment proof along with the Certificate from the auditor	Requesting to remove "Payment proof along with the Certificate from the auditor" Part as we can give credentials with authorized signatory	No change
14.	6.0 Technical evaluation criteria: 4 II	26	II. Forensic analytics expert (total 2) – 10 a. 2 marks for educational qualifications (minimum technical graduate) b. 2 marks for minimum 2 projects related to forensic analytics c. 1 mark for experience of CBT analytics audits	May we request you to modify the clause as "II. Forensic analytics expert (total 2) – 10 a. 2 marks for educational qualifications (minimum technical graduate) b. 2 marks for minimum 2 projects related to forensic analytics/Infor	No change

				mation Security/Infrastructure audits c. 1 mark for experience of CBT analytics audits/IS	
15.	6.0 Technical evaluation criteria: 4 III	26	III. Forensic process expert (total 1) – 10 a. 4 marks for educational qualifications (minimum graduate) b. 4 marks for minimum 2 forensic projects c. 2 mark for experience of CBT process audits	May we request you to modify the clause as "III. Forensic process expert (total 1) – 10 a. 4 marks for educational qualifications (minimum graduate) b. 4 marks for minimum 2 forensic /Information Security/Infrastructure audit projects. c. 2 mark for experience of CBT process audits/IS Audits	No change
16.	Technical Evaluation criteria	26	II. Forensic analytics expert (total 2) – 10 a. 2 marks for educational qualifications (minimum technical graduate) b. 2 marks for minimum 2 projects related to forensic analytics c. 1 mark for experience of CBT analytics audits	Query 1) There is no mention of the scope of services expected by Forensic Process expert, need clarification on the same. 2) There is no qualification requirements mentioned for the expert as in case of Forensic Analytics expert.	No change, as scope of work as per clause 4.0 of Bid document part II is applicable.
17.	9.0 SLA & Penalties	28	9.1. The time schedule i.e. period during which the work is to be done may be required to be adjusted as per requirements of the NTA and is to be observed strictly as per directions of the NTA from time to time, as the work of pre examination processing is highly time bound. In case of any delay in supplying the desired report as per schedule of written request, on the part of the agency, it shall be liable to pay charges @ Rs.5,000/- per day delay to the NTA which will be deducted at the time of payment of bill of the agency or else it will be recovered from the performance security submitted by agency.	May we request you to modify the clause as"9.1. The time schedule i.e. period during which the work is to be done may be required to be adjusted as per requirements of the NTA and is to be observed strictly as per directions of the NTA from time to time, as the work of pre examination processing is highly time bound. In case of any delay in supplying the desired report as per schedule of written request, on the part of the agency, it shall be liable to pay charges @ Rs.2,000/- per day delay to the NTA which will be deducted at the time of payment of bill of the agency or else it will be recovered from the performance security submitted by agency."	No Change

18.	9.0 SLA & Penalties: Pre Exam	28	2 weeks after completion of exam or as mutually decided between NTA and successful bidder - Observations to be shared with exam service provider within 4 days of the center review	May we request you to modify the clause as 3 weeks after completion of exam or as mutually decided between NTA and successful bidder - Observations to be shared with exam service provider within 7 days of the center review	No Change
19.	11.0 Time Frame:	29	<p>11.1. The selected bidder should be ready to provide their services within 7 days of issue of LOI by NTA or on receipt of work order for a particular exam. The work is to be accomplished within the time period communicated in the work order/written directions/LOI by NTA.</p> <p>11.2. The time schedule i.e. period during which the work is to be done may be required to be adjusted as per requirements of the NTA and is to be observed strictly as per directions of the NTA from time to time, as the work of pre & post examination processing is highly time bound. In case of any delay in supplying the desired report as per schedule of written request, on the part of the service provider/agency, it shall be liable to pay penalty charges @ Rs.5,000/- per day delay to the NTA which will be deducted at the time of payment of bill of the agency or else it will be recovered from the performance security submitted by agency</p>	<p>May we request you to modify the clause as "11.1. The selected bidder should be ready to provide their services within 30 days of issue of LOI by NTA or on receipt of work order for a particular exam. The work is to be accomplished within the time period communicated in the work order/written directions/LOI by NTA.</p> <p>11.2. The time schedule i.e. period during which the work is to be done may be required to be adjusted as per requirements of the NTA and is to be observed strictly as per directions of the NTA from time to time, as the work of pre & post examination processing is highly time bound. In case of any delay in supplying the desired report as per schedule of written request, on the part of the service provider/agency, it shall be liable to pay penalty charges @ Rs.2,000/- per day delay to the NTA which will be deducted at the time of payment of bill of the agency or else it will be recovered from the performance security submitted by agency"</p>	No Change
20.	5.5 Qualification Criteria Parameters:	25	The bidder must have at least 500 full time resources working in the organization for each of the past 3 years	May we request you to modify the clause as " The bidder must have at least 500 full time Technically qualified resources with B.E/B.Tech/MCA working in the organization for each of the past 3 years"	No Change

21.	4.0 Scope of Work - Pre Examination Review of the examination center:	22	To assess an exam centers (1) readiness to conduct exam, (2) non-compliance in setting up infrastructure (3) vulnerability to malpractices.	As NTA covers examination through out the nation, May we know the maximum number/sampling of centers we need to cover for this activity?	Tentative list of cities may be seen in any of the previous NTA tenders available at NTA website www.nta.ac.in For ex. Tender for conducting CBT. (s.no. 1). Exam centres details will be shared with the successful bidder(s).
22.	4.2 During Examination – review of the examination center on the day of the exam	23	To identify non-compliance to laid down guidelines or any prima facie malpractices at the exam center on the day of the examination.		No change
23.	Examination Centers	NA	Criteria to select Examination Agency/ Center	May we know how examination center agencies are being selected? Is there any eligibility criteria defined?	The scope includes the audit of exam centres. The details of exam centres will be shared with the successful bidder(s).
24.	Command Control Center	NA	CCC should provide a realtime monitoring of the exams covering defined metrics, raising timely alerts for any service disruption or fraudulent activities.	Is there any command control center managed by the agencies for NTA?	Details are available in scope of work at Page 23 Clause 4.1 of bid document part II.
25.	Personnel Requirement	24	NTA requirement for audit support personnel would be ad hoc, also the number of personnel or the duration would be dependent on the need.	Will the requirement be based upon Examination calendar or Random Selection?	As per NTA need.
26.	23.0 WARRANTY	12	Tenderer shall provide comprehensive warranty against all manufacturing defects for a period of 12 months from the date of complete commissioning or 18 months from the date of completion of supply of material whichever is minimum for all hardware & system software, Networking Equipment.	Requesting to remove this.	This condition is not applicable to subject tender.
27.	26.0 TERMINATION FOR DEFAULT.	12	NTA may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Contractor terminate the contract in whole or part thereof if: i. The Contractor fails to deliver any or all of the obligations within the time period(s) Specified in the contract, or any extension thereof granted by the client.	It should agreed initially that any dependency of data or access should not be attributed to service provider.	Details will be discussed with successful bidder(s).

28.	34.0 INFORMATION SECURITY AND DATA PRIVACY	14	The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The Contractor shall have to maintain strict privacy and confidentiality of all the data it gets access to.	IS NTA expecting reviewing agency to deploy security systems?	No Change
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B.

S no.	Query	Description	NTA Remarks
1.	Range of sitting capacity / desktops installed in each exam center [4(xii) page 22]	Since the audit requires 100% coverage of desktops used for the examination, it's critical to know the range of the desktops generally installed in the exam center. Rate to be quoted is a blended rate for a center (not dependent on the size and capacity of the center. Please provide the range of capacity / number of desktops installed in each of the exam center. Also, please inform if slab wise rates can be quoted for various capacity range	<p>The total number of desktops/nodes in an exam centre is variable. As an example the number of desktops/nodes in exam centres of exam conducted by NTA during June-2019 is as under:</p> <ul style="list-style-type: none"> • 0-100 Nodes - in 152 centres • 101-250 Nodes- in 269 Centres • 251-500 Nodes- in 127 Centres • 500-1000 Nodes –in 54 Centres • Above 1000 Nodes- in 13 Centres <p>The exam centres are distributed pan India.</p>
2.	Intimation of the exam centre to be reviewed and timelines thereof	Please let us know the frequency and timelines for receiving intimations for pre, during, post audit (audit calendar), so as to enable us to factor in the resource blocking while arriving the review rates	The frequency of audit depend upon frequency of exams conducted by NTA.
3.	Travel and Accommodation expenses	We understand, exam centers will be situated PAN India (including remote locations). RFP	The bidder has to quote as per format of financial

		does not mention anything about cost of travel and accommodation. Please confirm whether the Rate per review is to be exclusive of Travel, Local Conveyance, Accommodation and other out-of-pocket expenses. Also, please explain if such out-of-pocket expenses will be govern by any policy of NTA	bid in Annexure-IX as per the terms & conditions of the tender.
4.	Manpower to be deployed per exam center	Is there any requirement as to minimum number of manpower to be deployed in any exam center. We understand atleast 1 person needs to be deployed at each of the exam center for the entire day	There is no requirement of minimum number of manpower to deployed in any exam centre other than that indicated in the scope of work.
5.	Maximum possible number of exam centers live at a particular day	Basis the past trends, what is the maximum number of exam center which can be live (eligible for pre /during / post) for audit at any particular day. E.g. in case all 3,000 center are live on a day, we will have to deploy a manpower of 3,000 on that particular day. Please provide the maximum number of exam centers which will be live on a particular day	The scope of work of the tender and timelines indicated may be seen.
6.	<p>Extract application logs / system settings / software installed (after the exam) from candidate computer if any suspicious activity is observed [4.2 (viii) pg 23].</p> <p>Log analysis (candidate logs, observer log, switch/router logs, log of database entries, application log, server logs, encryption/decryption logs, answers upload logs, etc.)</p> <p>Statistical analysis of student response activity (cheating, answering pattern, center level, room level trends, exam disruptions, etc.) [4.3 (ii) & (iii) pg 23].</p>	During and Post review involves lot of analytical procedures to be performed on the data (logs, trends etc.). Please confirm whether hardware and software infrastructure required for the same (secured data storage, access to data, analytical software, dash boarding software etc. will be provided by NTA or are to be arranged by bidder. If to be arranged by bidder, is the same to be factored-in in the rate per exam center	All hardware/software required for data processing has to arranged by the bidder and taken back after completion of the work.

In addition to the above any other relevant details will be discussed with the successful bidder(s). Other clause(s) of the tender document will also stand modified mutatis mutandis.

Director (Proc)