

Tender Document

SELECTION OF AGENCY FOR IMAGE PROCESSING AND CCTV VIDEO ANALYTICS

FOR
National Testing Agency (NTA)



NATIONAL TESTING AGENCY

(An autonomous organization under the Department of Higher Education, Union Ministry of
Education, Government of India)

First Floor, NSIC-MDBP Building Okhla, Industrial Area,
New Delhi-110020

Website: www.nta.ac.in

Tele: 011-69095-250

E-mail: genadmin@nta.ac.in
procurement@nta.ac.in

Cost of Tender Form: Rs. 10,000/-
EMD- Rs. 5 Lakhs

NOTICE INVITING TENDER

Online bids are invited on single stage two bid tender system for **Selection of Agency for Image Processing and CCTV Video Analytics** to identify candidate photographs not adhering to the NTA standards and real time analytics of the video feeds from across the country during examination. Manual bids shall not be accepted.

Tender documents may be downloaded from NTA web site www.nta.ac.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>.

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer' for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Tenderer who has downloaded the tender from the NTA website www.nta.ac.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD** would be forfeited, and tenderer is liable to be banned from doing business with NTA.

1. Disclaimer:

This Tender is not an offer by the National Testing Agency (NTA), but an invitation to receive offers from vendors. No contractual obligation whatsoever shall arise from the tender process until and unless a formal contract is signed and executed by a duly authorized officer of the National Testing Agency.

2. Introduction:

The Ministry of Education (formerly MHRD), Government of India (GOI) has established National Testing Agency (NTA) as an independent autonomous organization under Society Registration Act 1860 National Testing Agency (NTA) has been established as a premier, specialist, autonomous and self-sustained testing organization to conduct entrance examinations for admission/fellowship in higher educational institutions.

To assess competence of candidates for admissions and recruitment has always been a challenge in terms of matching with research based international standards, efficiency, transparency and error free delivery. The National Testing Agency is entrusted to address all such issues using best in every field, from test preparation, to test delivery and to test marking.

3. Aims & Objectives of the tender:

Candidate upload their photograph as part of the application process which is utilized at different stages of admission or recruitment. It is therefore important that these photographs should adhere to NTA standards, in case they are not, the candidates should be provided a chance to change the same. Similarly, during examination CCTV cameras are installed at various locations at the exam Centre, such as, exam labs, entrance, exit, frisking area, and server room. Depending on the number of candidates, the number of cameras installed vary, however, they are in thousands on any given exam day. NTA wants to analyse the CCTV camera feeds in real time to identify anomalies at exam Centre and immediately report back to exam Centre for mitigation.

Note:

- (a) The bids have been invited from Companies / Agencies ("Bidders") for selection of "Service Provider"
- (b) Bids must be submitted not later than the time, date at the venue mentioned under Important Events and Dates. Bids received after the deadline will not be considered.
- (c) Bidders are advised to study the bid document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

4. Important Events and Dates:

S. No.	Particulars	Details
1.	Description of Work	Tender Document for selection of agency for Image Processing and CCTV Video Analytics for National Testing Agency (NTA)
2.	Tender Form/RFP issued by	National Testing Agency (NTA)
3.	Authorized Officer for Clarifications	Joint Director, NTA
4.	Availability of Tender Form/RFP	Tender documents may be downloaded from NTA website www.nta.ac.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app
5.	Tender Form/RFP ID	NTA/2022 - 23/036
6.	a. Cost of Tender Form/RFP** b. Earnest Money Deposit (EMD)**	Rs. 10,000/- (Rs. Ten thousand only) ** Rs. 5,00,000 (Rs. Five lakhs only) **
7.	Sale/ Download of Tender Form/RFP	From 07.04.2022
8.	Pre-Bid meeting for queries, if any	At 11:30 AM on 18th April 2022 through VC*
9.	(a) Last date for submission of Bid	By 03.00 PM of 28th April 2022
	(b) Opening of Technical bid to assess essential pre-requisites requirements	By 03.00 PM of 29th April 2022
	(c) Presentation & Demonstration by Shortlisted Bidders on the basis of 9 (b) above.	To be decided and notified later
10.	Opening of Financial bid of technically qualified bidders.	To be decided and notified later

The prospective bidders desirous of attending the pre-bid meeting or sending queries may submit their request through email to genadmin@nta.ac.in with cc to procurement@nta.ac.in A link for attending the pre-bid meeting via Video Conference on MS Teams software will be sent to the interested bidders on receiving their mail id(s). NTA reserves the right to restrict the number of participants from a bidder in public interest.

** Regarding EMD exemption please see Clause 5 para 5.1 and for Tender cost exemption please see Clause 10 para 10.1

5. Scope of Work:

5.1 Image processing:

- At the application form stage, the agency should identify candidate who are not adhering to NTA prescribed photograph standards. NTA wants to assess uploaded photograph quality (blur, exposure and noise), recent age photo, gender in photograph matches with the candidate gender, occlusion of any kind, human photograph, single person in the photograph, and face area should be as per standard.
- NTA will provide agency photographs of previous year's same exam successful candidates, which should be compared with the current year candidate photographs to identify similar candidates. Each previous year successful candidate photograph would be matched with current year candidate application photograph.

Note:

- a) The results of the above should be provided within 1 week after sharing of data by NTA.
- b) The accuracy for all the components of the solution should be more than 90%.
- c) The confidentiality of data is very important and therefore, it would be the responsibility of the agency to maintain data security of highest standards

5.2 CCTV:

- Artificial Intelligence based CCTV video analytics platform on SaaS model. The platform should actively monitor CCTV camera feeds during CBT examination. The solution should highlight the following:
 1. Compliance to COVID-19 guidelines – social distancing and mask at identified locations (entry/exit/lobby/frisking)
 2. Violation in server room – more than number of allowed people
 3. Invigilator not moving in exam room – crossing threshold limit of minimum number of minutes
 4. Invigilator not moving in all lanes of exam room – crossing threshold limit of minimum number of minutes
 5. Movement detected in exam lab during specified time period
 6. Movement at entry and exit gates during examination
 7. Two or more people in close proximity inside exam labs
 8. List of cameras which are completely offline or not available for analysis for certain duration
 9. Movement at entry and exit during exam
 10. Stools as furniture at exam lab
- On identification of violation, the agency should send an SMS alert to designated person at exam centre without delay

Note:

- a) The list of cameras and related details would be made available 1 week before the exam
- b) The agency should provide access to a dashboard with real time updates to violations

6. Qualification/Eligibility Criteria

S. No.	Eligibility Criteria	Supporting Document
1.	The bidder should be a Company registered under Indian Companies Act, 1956/2013 or a Partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India.	Copy of Letter of Incorporation/ Certificate of Registration attested by Authorized signatory of the bidder. GST registration certificate, PAN certificate
2	<p>The Bidder must have an average annual turnover of at least INR 5 Crores in the last three financial years (FY 2018-19, 2019-20 and 2020-21) and cumulative turnover of minimum Rs. 2 crores from IT related services during last three financial years 2018-19, 2019-20 and 2020-2021 from any of the following services:</p> <ul style="list-style-type: none"> • Video Analytics • Image Analytics • Audit related services in Online Examinations • Video Surveillance <p>Bidder having conflict of Interest (agencies who are working as Examination Conducting Agencies, Web Casting, CCTV Surveillance Service providers, Agencies associated with Examination Centres, coaching institutes, Jammer Service Provider) should not apply.</p> <p>The bidder should have positive net worth for all the three years</p>	<p>a) Audited and Certified Balance Sheet & Profit/Loss Account of last 3 financial Years. b) Certificate from Statutory auditor confirming the annual turnover for the last 3 financial Years and aggregated turnover from IT services for the last 3 years.</p> <p>FY 2020-21, provisional statement is accepted</p>
3	The bidder should have two technology consulting projects in the government sector with at least 4 Cr value in the past 3 years	Copies of purchase order of the projects to be provided or payments receipts
4	The bidder should not stand blacklisted by any Central / State Government departments, organizations, agencies or Public Sector Units for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission.	Self-Declaration
5	The bidder should have at least 50 Full time employees in its payroll for last 3 years with at least 10 employees on its payrolls (CVs to be provided)	Declaration from HR

Notes:

1. Bidders should submit the supporting documents mentioned in the table outlining Eligibility Criteria
2. Bids of firms not confirming to the eligibility criteria listed above will be summarily rejected. Submission of forged documents will also result in summary rejection of the bid.
3. Technical Presentation: By only the parties confirming the eligibility criteria and other requirements as mentioned.
4. Even though bidders may satisfy the above requirements, they may be disqualified if they have: Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - a. If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - b. If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
 - c. If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam.
 - d. **The selected bidder shall have to give an undertaking on stamp paper that there is no linkage of any kind between them and any organization which is having conflict of interest with NTA like coaching classes etc.**

7. General Information:

1. This is a **"Two Bid" tender**. The **technical bid** should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Cost of Tender Form. The Tender fee can be in the form of DD or can be remitted to the bank account of NTA. The EMD can be in the form of DD remitted to the bank account of NTA directly. The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida. The details are as under: -

Account No. : **37714486224**
IFSC Code : **SBIN0005222**
MICR Code : **110002422**

2. **The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.**
3. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders made by fax and those received late will not be entertained.
4. The Responses should be typewritten or (legible) handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letterhead.
5. The bidder should enclose bid security (EMD) of INR 5,00,000 (Five lakhs only) only in form of Demand Draft/ NEFT/RTGS drawn in favor of **DG, NTA , Okhla** or remitted online to NTA bank account. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for a year, equal to three percent (03%) of total contract value within 15 days from the date of the award of the work (As per OM No. F. 9/4/2020 – PPD dated: 12th November 2020 & 30th December 2021). The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time.
 - 5.1 In continuation of para 5 above as per Rule 170 of GFR--- "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration (**as per Annexure XI**) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years from being eligible to submit Bids for tenders with National Testing Agency.
6. 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.
7. The Bidder is advised to attach any additional information, which they think is necessary regarding their capabilities to establish their capabilities in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless NTA calls for it.
8. Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.
9. Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
10. The tender document can be viewed at NTA's web site: www.nta.ac.in. However, the bids are to be submitted online only. The fee of INR 10,000 (Rupees Ten Thousand Only) by way of Demand Draft in favor of NTA,

Okhla. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted. The Hard Copy of original instruments in respect of Cost of tender document, BSD and all Annexures must be delivered to Director General, NTA at Okhla at least 24 hours before the time of closing of Last day/time of Bid submission. Receipt of submission of hard copy of original instruments should be uploaded online along with technical bid. Bid will be rejected in case of non-compliance. Late/delayed tenders shall not be accepted, under any circumstances. The technical bid shall be opened at designated day/time at NTA Office, Okhla in the presence of bidders who may like to be present.

10.1 In continuation of para 10 above -- As per MSME policy circular dt 23rd March 2012, MSEs registered under UAM scheme will be provided tender cost free of cost. Bidders are required to submit valid UAM certificate and their claim for free tender cost will be considered for the service/category for which they are registered as per UAM certificate. Decision of Bid Evaluation Committee will be final in the matter.

10.2 **Demand Drafts for EMD/Tender Cost (if applicable) may be submitted at the reception along with covering letter addressed to "Director General, NTA" at NTA Office First Floor, NSIC-MDBP Building, Okhla Phase-III, New Delhi-110020 before the due date/time**

11. All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Delhi, India alone and shall be governed by the law of India. NTA reserves right to award the work/cancel the award without assigning any reason. In case of differences about the bid document, if any, the decision of NTA shall be final.
12. The payment shall be in Indian Rupees only. The successful bidder has to sign an agreement on non-judicial stamp paper of Rs. 100, which shall contain clauses related to tender document like liquidated damages on account of delays, errors, cost and time over runs etc. In case the bidder fails to execute the contract, NTA shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
13. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.
14. Any disputes arising out of this tender will be subject to the courts of Delhi only.
15. Even though bidders may satisfy the above requirements, they may be disqualified for the following reasons:
 - If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements, and enclosures of this document.
 - If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
 - If bidder is engaged in any activity which can influence the conduct of exam such as conducting of coaching classes etc.

In such cases, NTA has the right to cancel or modify the tender.

8. Technical Evaluation:

8.1 The technical bid shall consist of –

- Technical information as desired in prescribed format
- The financial information as per **Annexure – I**
- The details of similar works as per **Annexure – II**
- The details of work under executed or awarded as per **Annexure – III**
- The Performance Report of works referred in Annexure II & III as per **Annexure – IV**
- Organizational Structure and information as per **Annexure V**
- The details of Technical and Administrative manpower to be employed for this work as per **Annexure VI**.
- EMD and tender fees.

8.2 Detailed technical evaluation shall be carried out by a Technical Evaluation Committee constituted for this purpose by the NTA along with other conditions in the tender document to determine the substantial responsiveness of the tender. For this clause, the substantially responsive bid is one that conforms to all the essential pre-requisites /eligibility criteria and terms and condition of the tender without any material deviation.

8.3 Evaluation of the Technical Bid Proposal: Technical Bid will be assigned a **Technical score (TS) out of a maximum of 100 points**, as per the Scoring Model provided at **Annexure-VII**. Technical evaluation will be

based on the criteria given below:

1. Bidder profile
2. Prior experience/ trained personnel
3. Number and nature of assignments
4. Presentation

Presentation: The vendor will be required to give a presentation of their capacity/capability to assist NTA with the defined scope of work. They will also be required to make a presentation on their capabilities as per the conditions specified in this document. The date of presentation shall be notified separately. The venue for demonstration and presentation will be NTA Office at Noida/Delhi or as communicated by NTA. The Technical Evaluation Committee will call the bidders for presentation or clarifications to assess the understanding of the bidder regarding the scope and magnitude of the work. However, whether to call the bidder for further discussion or not is at the sole discretion of the Technical Evaluation Committee constituted for the purpose.

8.4 The financial bid shall consist of Annexures –VIII only.

9.0 Methodology and Criteria for Bid evaluation

- a. Scrutiny of the tender document will be done by NTA to determine whether the documents have been properly signed, Tender fee and Earnest Money Deposit (EMD) paid, and all relevant papers submitted. Tenders not conforming to such requirements will be rejected.
- b. **COMPUTATION OF COMPOSITE SCORE (CS) as per QCBS Composite Score (CS) of the technically qualified bidders will be calculated as the sum of weightage assigned to 70% of Technical Score (TS) and 30% of Financial Score (FS), which is as follows:**

 $T_n = 70 \times (T_p)$ Technical Evaluation (Annexure VIII) (70% weightage)
 $F_n = 30 \times F_{min}/F_b$, where F_b = Financial bid of the Bidder under consideration.
 F_{min} = lowest value of financial bid amongst the quoted bidders.
- c. The final score will be calculated by summing the technical and financial scores. Final score = $T_n + F_n$. The Bidder with highest Final score will be eligible for award.
- d. NTA does not bind itself to accept the lowest or any particular tender and has the right to refuse any tender without assigning any reason or select any Bidder that is in the final evaluation list.

Note:

1. NTA reserves the sole right for carrying out amendments/ modification/ changes including any addendum shall be published on NTA website <https://www.nta.ac.in>.
2. The Bidder shall bear all costs associated with the preparation and submission of the tender and NTA will not be responsible or liable for these costs.
3. Evaluation Criteria of Technical Bid for calculation of Technical Score (TS).
4. Qualifying Technical Marks: A bidder must get minimum technical marks of 70 to get qualified for opening of financial bid. If any bidder gets less than 70 marks, then that bidder will not be eligible for further selection process and its financial bid will not be opened.

10.0 Opening of Financial Bid

Financial bid of only technically qualified bidders shall be opened on the day and time to be informed to the bidders through the Portal. The financial bid will be opened in the presence of the authorized representatives of such successful bidders, who choose to attend the bid opening.

11.0 Duration of the Project and Time Frame

Duration of the contract agreement will be two years with option to extend by one more year subject to satisfactory performance. The successful bidder should be ready to start the work within 10 days of signing of agreement.

12.0 Payment Terms

- a. The Firm shall be paid after successful acceptance of report by NTA. The payment will be based on rates finalized for the award of contract to the successful Firm. Firm to submit monthly report along with the invoice. All payments are subject to TDS.

13.0 Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NTA as the

case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected bidder or NTA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, NTA shall make payment for all the services rendered by the selected bidder till such date of termination of contract.

14.0 Fraudulent and Corrupt Practices:

The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NTA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, NTA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NTA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NTA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of NTA in relation to any matter concerning the Project;
- "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
- "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NTA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

15.0 Limitation of Liability:

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by NTA for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system. The 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 NTA to perform any of NTA'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 NTA for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

16.0 Dispute Resolution:

All disputes pertaining to the tender shall fall within the jurisdiction of Delhi only. The Director (Admin.) of the NTA shall be the official by whose designation the NTA may sue or be sued.

In the event of any dispute arising between the parties, the same shall be referred to the Director General, NTA, whose decision shall be final and binding on the parties.

17.0 Integrity Pact (On a Non-Judicial Stamp Paper of Rs.100/-):

The vendors/ bidders are required to enter "Integrity Pact" as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with NTA would be considered competent to participate in the bidding process. Willingness to be submitted with the bid.

18.0 Arbitration Clause:

- a) In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Director General, National Testing Agency, for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of the arbitration proceeding shall be the office of NTA, Noida or such other places as the arbitrator may decide.
- d) The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi."

19.0 Processing Norms:

NTA and selected bidder acknowledge and agree that the provision of Services under this tender may require the selected bidder to interact with the customers and suppliers of NTA relating to the Services as special agent for and on behalf of NTA and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by NTA and agreed by the Parties. The selected bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of selected bidder's compliance with the Processing Norms. NTA 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 the selected bidder's compliance with Processing Norms. Further, NTA 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.

20.0 Penalty:

- (i) The detail Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder's manpower will be the property of the client. All designs, reports, other documents and software submitted by the bidder's manpower pursuant to this work order shall become and remain the property of the NTA and the bidder shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the NTA, together with a detailed inventory thereof.
- (ii) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligation, the NTA may take a decision to cancel the contract with immediate effect and reserves the right to blacklist the agency. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory. (iii) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% of per week of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

21.0 Performance Guarantee:

NTA will require the successful bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from signing of the agreement post Notification of award, for a value equivalent to 03% of the total cost (As per OM No. F. 9/4/2020 – PPD dated: 12th November 2020 & 30th December 2021). The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project. In case the successful bidder fails to submit performance guarantee within the time stipulated, NTA at its discretion may cancel the order placed on the successful bidder without giving any notice. NTA shall invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or NTA incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions. In case the contract is extended on year-on-year basis then performance guarantee has to be extended for the corresponding period by the successful bidder.

22.0 Labour Laws and Safety Measures

- (i) Agencies shall comply with all the provisions of labor law related legislation acts as enacted by Government from time to time and in case of any prosecution / penalty, consortium shall be liable for the same.
- (ii) Agencies shall be liable for payments of duties viz. P.F. E.S.I. etc. including any compensation payable under Workmen Compensation Act. NTA shall have no responsibility or financial or other liabilities towards professional employed by agencies. (iii) Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to consortium account.

23.0 Applicable Law and Jurisdiction

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

24.0 Insurance and Medical Facilities

- (i) It is the responsibility of the agencies to ensure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. NTA shall not be responsible for any such damages.
- (ii) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agencies.

FINANCIAL INFORMATION

- I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years i.e. 2018-19, 2019-20 & 2020-21 as certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

Table - 1: Total Turnover

S. No.	Details	(1) 2018- 19	(2) 2019- 20	(3) 2020- 21
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position :			
	a) Cash			
	b) Current Assets			
	c) Current Liabilities			
	d) Working Capital (b-c)			
	e) Current Ratio : Current Assets/Current Liabilities (b/c)			

Table - 2: Relevant turnover

S. No.	Details	(1) 2018- 19	(2) 2019- 20	(3) 2020- 21
i)	Cumulative annual turnover			

- II. Please attach - Up to date Income Tax Clearance Certificate
- Audited Balance Sheet.
 - For the financial year 2020-21, the bidder is allowed to submit duly certified provisional balance sheet in case audited balance sheet is not available.
- Certificate of net worth from Bankers of Bidder.

III. Note: Attach additional sheets, if necessary.

(Signature with date and Seal of Bidder)

DETAILS OF SIMILAR WORK EXECUTED

S. No.	Name of work/ Project & Location	Organization name	Date of commencemen t as per contract	Actual Date of completion	Litigation/ Arbitration pending in progress with details	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8

(Signature with date and Seal of Bidder)

DETAILS OF WORK UNDER EXECUTION OR AWARDED

S. No.	Name of work/Project & Location	Organization name	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

(Signature with date and Seal of Bidder)

Performance Report of Works referred in ANNEXURE II & III

(Furnish this information for each individual work done by the bidder for whom the work was executed)

Assignment Name:		Country:	
Location within Country:		Key professional staff Provided by Your Firm / entity (profiles): Consultant	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months: Ongoing Duration of assignment: Ongoing Project	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):	
Name of Associated Consultants/sub-contractors, if any:		No. of Months of Key professional staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved:			
Narrative Description of Project:			

(Signature with date and Seal of Bidder)

STRUCTURE OF THE ORGANIZATION

1. Name and address of bidder: _____

2. (a) Telephone No. : _____
 (b) Fax No. : _____
 (c) Email address : _____
3. Legal Status (Attach copies of original document defining the legal status).
 (a) An Individual/Consortium : _____
 (b) A Proprietary/Partnership agency : _____
 A Trust: _____ A Limited Company or Corporation: _____
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities: (Attach attested photocopy)
 (a) Registration Number : _____
 (b) Organization/Place of registration: _____
 (c) Date of validity : _____
5. Names and titles of Directors & Officers with Designation to be concerned with this work with Designation of individuals authorized to act for the organization:

6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.

7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.

8. Have you or your constituent partner(s) been debarred/blacklisted for tendering in any organization at any time? If so, give details.

9. Area of specialization and Interest: _____

10. Any other information considered necessary but not included above.

(Signature with date and Seal of Bidder)

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THIS WORK

TABLE-1:

Category	Total Number of regular employee	Number available for this work	Minimum Qualification	Remarks
Technical				
Administrative				

TABLE-2:

S No	Designation	Total number of employees in the category	Number available for this work	Minimum Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8

1. Proposed Position [i.e., team leader, etc...]
2. Name of Firm [Insert name of firm proposing the staff]:
3. Name of Staff [Insert full name]:
4. Date of Birth: Nationality:
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
8. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
9. From [Year]: To [Year]:
10. Employer:
11. Positions held:
12. Detailed Tasks Assigned
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

[List all tasks to be performed under this assignment]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged

(Signature with date and Seal of Bidder)

Marking criteria for technical evaluation of bids

Following Scoring Model will be followed for technical evaluation of the bids:

Sr. No.	Description of Marking Scheme	Maximum Marks	Marks scored as per self-assessment of the bidder	Marks Evaluated by Technical Evaluation Committee
1	Demonstration of tools on the data provided by NTA: a) Understanding of Project requirement b) Accuracy of output of tools c) Use of technology to reduce time and improve quality of output d) Quality assurance and data security parameters	Total 50 marks a) Accuracy of results calculated on accuracy – 30 marks b) Speed of processing – 10 marks. c) Quality assurance and data security – 10 marks		
2	Bidder should have successfully conducted at least 4 (two each for image processing and CCTV) similar projects	Total 15 marks a) Each relevant project – 5 mark		
3	Key experts qualification and competence for this project:	Total 20 marks a) Project Manager – 10 marks <ul style="list-style-type: none"> • 2 marks for educational qualification (minimum postgraduate), • 2 marks for project management related certification i.e. PMP / Prince 2 (Copy of valid certificate to be attached) • 3 marks for the minimum 10 years of experience • 3 marks for experience in exams related work b) Technical team leader – 10 marks <ul style="list-style-type: none"> • 2 marks for minimum qualification (B Tech) • 3 marks for experience in working on designing Artificial Intelligence and Machine learning based models • 3 marks for minimum 5 years of technical experience • 2 marks for experience in exams related work 		
4	Presentation on the approach and methodology	Total 15 marks a) Understanding of NTA requirements – 10 marks b) Work plan and time schedule – 5 marks		

(Signature with date and Seal of Bidder)

Bidders scoring 70% or more scores as per above criteria will be considered technically qualified

FINANCIAL BID - In Indian Rupees

S. No.	Item Description	Unit	Indicative Numbers / year (A)	Cost in INR per Unit (B)	Total INR (A x B)
1	Image quality processing	Per photograph	10,00,000		
2	Face comparison	Per photograph	10,00,000		
3	CCTV video analytics	Per camera per shift	60,000		
Grand Total (1+2+3)					

The "indicative numbers" above are taken for evaluation purpose only and the actual number of centers may vary depending on NTA's need. The rates shall be exclusive of taxes.

(Signature with date and Seal of Bidder)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of abovementioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Autonomous Body etc.

6. I / We hereby unconditionally accept that for conduct of NTA work, I/We will abide by the directions/instructions issued by NTA from time to time.

7. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk