

NATIONAL TESTING AGENCY

Corrigendum to Tender Ref No.: NTA/2022 - 23/036 & Tender ID: 2022_NTA_682694_1

Dated 21.05.2022

The Tender Document is Modified/Explained (Wherever Applicable) as under:

Sr. No.	Page No./Point	Existing content of RFP	Reasons/ Queries/ Clarification Requested	Request	Remarks
1.	Section 6 – Qualification/Eligibility Criteria, Page number 05	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)	Clarification required if the bidder must provide CVs of 50 employees or 10 employees.	Existing clause not clear	All 50 employees CVs must be provided
2.	Section 6 – Qualification/Eligibility Criteria, Page number 05	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.	Request to replace “last day of bid submission” with “the date on which bidder is submitting the bid”	Bid can be submitted before the last date of bid submission	Should be Submitted before the last date of submission
3.	Section 13.0 – Force Majeure, Page number 8	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: <ul style="list-style-type: none"> • 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.	It is requested to add below clause to under Force Majeure to facilitate remote working: (ii) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (iii) Where agency Personnel are required to be present at Client's premises, agency will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an agency resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	Standard clause to cover working during pandemic restrictions.	May be added

4.	Section 24.0 – Insurance and Medical Facilities, Page number 11	<p>(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.</p> <p>(ii) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agencies.</p>	Request to remove this clause	<p>Since many corporates / firms maintains professional indemnity insurance only. Such professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement. Since these policies are confidential, the disclosure of terms of the policy should be left on the discretion of agencies.</p>	No Change
5.	ANNEXURE VII – Marking criteria for technical evaluation of bids - Page 19	Column with header “Marks scored as per self-assessment of the bidder”	clarification required if self-assessment marks to be provided at the time of bid submission or at the time of presentation	Existing clause not clear	To be submitted with the Technical Bid
6.	Additional clauses		<p>The below mentioned clauses are standard clauses, request you to consider addition of these clauses:</p> <p><u>Confidentiality-</u> Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party’s rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.</p> <p><u>IPR:</u> Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Agency own in performing the</p>	Standard clauses which are missing in tender’s existing terms and conditions	Can be added

			<p>Services. Notwithstanding the delivery of any Reports, agency retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that agency compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p> <p>Termination: Agency may terminate this Agreement, or any Services, immediately upon written notice to Client if agency reasonably determine that agency can no longer provide the Services in accordance with applicable law or professional obligations.</p>		
7.			<p>We are a Startup Company in India in AI Business. We did not have a Financial Turnover as per the Tender. We did not have the order of AI as per your tender requirement. Can we Participate in the tender with JV (Joint Venture) if possible? We did not have 50 employees in our company in India as startup how can we show 10 Employees working with us over 10 years.</p>		<p>The eligibility conditions have been decided taking into account the organization`s nature of works. Last condition is not applicable as per the Tender Document, clause 6 (Point 5)</p>
8.	<p>Eligibility Criteria Point No 3 Page No. 05</p>	<p>The bidder should have two technology consulting projects in the government sector with at least 04 Cr value in the past 3 years</p>	<p>Copies of purchase order of the projects to be provided or payments receipt</p>	<p>The bidder should have successfully implemented 4 or more projects with Artificial Intelligence alerts for any government examination in India for last 3 years</p>	<p>The bidder should have two technology consulting projects/ projects with Artificial Intelligence alerts in the government sector with at least 04 Cr value in the past 3 years</p>
9.	<p>Page 5, Point no. 6 of RFP</p>		<p>Bidder's project experience of multiple AI technology integration projects along with real-time ICCC application should be asked.</p>		<p>Same as S. No. 8 above</p>

10.	Page 8, Point no. 9 of RFP		<ul style="list-style-type: none"> (i) Current evaluation mode has been declared as QCBS of 70:30. Our suggestion is to have minimum benchmarking set w.r.t. the required set of technical solution features and then have L1 based Evaluation mode for a fair & cost-effective solution. (ii) Current QCBS criteria look to be dubious and against the GFR guidelines. (iii) We would recommend NTA to call an 'Expression of Interest' before this Tender process to ascertain the set of available organizations in India working in a similar set of fields and then discuss the technical scope and AI technology expectations. Also, their EQ criteria should be discussed for a larger bid participation, resulting in a healthy bid process and fair competition between a large set of bidder(s) as per GFR guidelines. 		<p style="text-align: center;">The eligibility conditions have been decided taking into account the Organization's nature of works</p>
11.	Page 5, Point no. 6 of RFP		<ul style="list-style-type: none"> • The Facial Recognition OEM should have participated in the latest NIST FRVT tests in 1: N category, with their own algorithm. Support document to be submitted along with technical bid. • The Facial Recognition OEM should have ISO 9001:2015 and ISO 27001:2013 certification and should comply to CMMI Level-5 Standard. Support document to be submitted along with technical bid. • Facial Recognition OEM should have registered office and service center in India since last five years. Support document to be submitted along with technical bid. 		<p style="text-align: center;">The eligibility conditions have been decided taking into account the Organization's nature of works</p>
12.	Annexure - 7	Demonstration of tools on the Data Provided by NTA	<ul style="list-style-type: none"> • How can we get access to this Data 		<p style="text-align: center;">At the time of Demonstration</p>
13.	Annexure - 7	Key Experts Qualification and Competence for this project	<ul style="list-style-type: none"> • What documents need to be shown for exams related Works 		<p style="text-align: center;">Must submit the CVs</p>
14.	6. Qualification / Eligibility Criteria	<p>2. 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>As per the existing condition, CCTV/Webcasting /Agencies associated with Examination Centres have been disallowed to participate in the Bid process and hence, it restricts bidders like us who has a larger set of experience in the "AI technology-based CCTV integration projects".</p> <p>We hereby request you to kindly amend this clause to allow more bidders from CCTV domain industry and get fare chance to participate in this tender.</p>		<p style="text-align: center;">Bidder having conflict of Interest (agencies who are working as Examination Conducting Agencies, Agencies associated with Examination Centers, coaching institutes) should</p>

		Bidder having conflict of Interest (agencies who are working as Examination Conducting Agencies, Web Casting, CCTV Surveillance Service providers, Agencies associated with Examination Centers, coaching institutes, Jammer Service Provider) should not apply. The bidder should have positive net worth for all the three years.			not apply. The bidder should have positive net worth for all the three years.
15.	6.Qualification / Eligibility Criteria	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.	We request you to kindly revise this criteria as per below mentioned to give a fair chance to the bidder who have AI technology based CCTV Projects. 3. The bidder should have successfully implemented two AI technology-based CCTV integration projects in the Government sector with at least 4 Cr value in any of the FY 2018-19, 2019- 20, 2020-21, 2021-22. Copies of purchase order of the projects to be provided and payments receipts or Client signed Commissioning reports.		Same as S. No. 8 above
16.	6.Qualification / Eligibility Criteria	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	Department should ask for last 3 months EPF Challan where Company full time employee details mentioned with Employee count.		All 50 employees CVs must be provided
17.	Annexure-VII	2. Bidder should have successfully conducted at least 4 (two each for image processing and CCTV) similar projects. Total 15 marks Each relevant project – 5 marks	We request you to kindly revise this criteria as per below mentioned condition: 2. Bidder should have successfully executed at least two projects each for Artificial Intelligence and CCTV surveillance in any of the FY 2018-19, 2019-20, 2020-21, 2021-22. Total 15 marks. a) One project – 8 marks b) Two projects – 15 marks		Bidder should have successfully conducted at least 3 (two for image processing and one for CCTV) similar projects. (Note: AI projects is accepted if used for Image Processing)
18.	Annexure-I	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.	We hereby request you to kindly revised this clause as per below mentioned: II. Please attach - Up to date Income Tax Clearance Certificate or Income to return 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.	(Reason: As both certificates are equivalent to show submission of Income tax) (Reason: "Net Worth — Assets — Liabilities" and could be easily discovered from Firm's	Certificate of net worth from Bankers of Bidder/Chartered Accountant.

			Certificate of net worth from Bankers of Bidder or Chartered Accountant.	Balance sheet and Profit-Loss statement. CA Certificate should be sufficient.)	
19.		Bidder having conflict of Interest (agencies who are working as Examination Conducting Agencies, Web Casting, CCTV Surveillance Service providers, Agencies associated with Examination Centers, coaching institutes. Jammer Service Provider) should not apply.	We hereby request you to kindly revised this clause as per below mentioned: Bidder having conflict of Interest (agencies who are working as Examination Conducting Agencies, Agencies associated with coaching institutes, Jammer Service Provider) should not apply.	This will allow more participation from bidders with similar nature of experience.	Same as S. No. 8 above
20.	4. Important Events and dates, Page no 6, Point 5	Earnest Money Deposit: Rs 5,00,000/- (Five Lakh Only)	We hereby request you to kindly allow bidder to submit MSME/NSIC certificate to take exemption in the tender who comes under MSME exemption Category.	Company's under MSME clause should be given preference.	Refer Clause 7(5.1) of Tender Document

Director, NTA