

Tender Document

For Empanelment of PSU(s) or government agency(ies)
to provide the software to track and monitor the
Computer Based Test (CBT) – Examinations conducted by
National Testing Agency



NATIONAL TESTING AGENCY

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

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Tender Form Fee: Rs 10000/-

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NOTICE INVITING TENDER

Online bids are invited on single stage two bid tender system to select/ empanel the PSU's or government agency(ies) to provide the software to track and monitor the "Computer Based Test (CBT)-Examination", as per the requirements of the NTA..

Tender documents may be downloaded from GeM Portal. Bids shall be submitted online only at GeM website: <https://gem.gov.in>

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 GeM Portal for e-Procurement at <https://gem.gov.in>.

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

The NTA intends to select/ empanel the PSU's or government agency(ies) to provide the software to track and monitor the "Computer Based Test (CBT)-Examination", as per the requirements of the NTA.

The system shall mainly comprise of the following activities:

- Developing and integrating the mobile app (android and Mac) for the candidate's registration
- To capture details of each registered candidates as per the requirement of NTA.
- Tracking and monitoring media reports and digital activities during the entire process of examination.
- Developing and integrating the mobile app (android and Mac) for the observers and invigilators to capture details as per the requirement of NTA.
- Customized report generations and integrating AI based tools for MIS and dashboards.
- Scanning and consolidating the past records and integrating in the systems.
- Developing, integrating and installing the entire software on NTA approved government data centers.

NTA reserves the right to award the contract to one or all or empanel the agency(ies) for the job.

Note:

- a) The Request for Proposals ("RFP") has been invited from PSU's and government 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 RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- d) EMD is not applicable for PSU's and government department.

4. Important Events and Dates:

S. No.	Particulars	Details
1.	Tender Form/Bid issued by	National Testing Agency (NTA) Okhla
2.	Authorized Officer for Clarifications	Director, NTA
3.	Availability of Tender Form/Bid	Tender documents may be downloaded from NTA website www.nta.ac.in (for reference only) and GeM Portal
4.	Tender Form/Bid ID	NTA/2022-23/037
5.	Cost of Tender Form/Bid Document	₹ 10,000/- (Rupees Ten Thousand Only)
6.	Last date for seeking clarification (if any and if required)	As per GeM Bid Document
7.	(a) Last date for submission of Bid	As per GeM Bid Document
8.	(b) Opening of Technical bid	As per GeM Bid Document
9.	Opening of Financial bid of technically qualified bidders only	To be notified later

*The prospective bidders may send queries through email to genadmin@nta.ac.in with cc to procurement@nta.ac.in.

5. Scope of Work

The Scope of Work has been divided into following three broad phases:

(a) Pre- Examination Phase

1. Developing and integrating web portal and mobile app (android and iOS) for the exam event.
2. Integrating with the current pre-examination application system of NTA.
3. To capture details of each registered candidates as per the requirement of NTA to be discussed with selected bidder (Mac ids, Location, Biometric, face , videos etc.).
4. Tracking and monitoring media reports and digital activities during the entire process of examination.
5. Capturing Center historical data and generating MIS.
6. Incident's history for each centers including technical, operations and administration based on NTA provided past data.
7. Manpower deployment history.
8. Pre examination news and pulse capturing.
9. Social media information gathering (affirmative and Negative).
10. Deployment of team for Scanning of past records of center's feedback and reports

(b) Test Delivery Phase

1. Real time social media information gathering (affirmative and Negative) and generating reports on the day of examinations.
2. Past trends analysis on examination body, agency, and city for other examinations.
3. Observer's module to capture requirements related to centers and staff deployed during the examination and tracking real time historical data of appearing candidates.
4. Developing dashboards for generating MIS and other reports based on various categories – Centers, Invigilators, candidates, IT staff and other staff deployed.

(c) Post Examination Phase

1. Consolidated report on examination outcome and result analysis based on city wise, center wise, caste and gender wise selection and rejections.
2. Performance report of centers and agency deployed.
3. Performance report of agency manpower and invigilators.
4. Analysis of selected candidate on lab wise deployment.
5. Report on selected candidates based on invigilators deployment in each lab or center manpower or based on state/city and center level resources

All other reports and processes shall be carried out by the selected bidder in consultation with NTA.

Note: Following shall be made available by the NTA:

1. Data center will be provided by the NTA.
2. Integration rights for integrating in the current application.
3. Rules/guidelines/process and formats.
4. All required data for previous examinations for scanning and capturing other data points as per the scope of work defined above

6. Essential Pre-requisites:

Exam monitoring software system is the critical component for successful delivery of exam. In addition to the standard pre-qualification and technical qualification, NTA will be evaluating the exam software system of the bidder to ascertain if it meets NTA's requirements around standards of expected software functionality, security, logging and reporting.

The bidder would have to support NTA for evaluation of their exam monitoring software system on the criteria mentioned in the technical evaluation section. NTA will not take bidder's software IPR but source code version will have to be deployed on the NTA approved government datacenter, and, the bidder will demonstrate their software in simulated environment and answer NTA queries. The bidder would have to assist NTA during the technical evaluation stage by sharing detailed functionality of the exam software system, answering questions shared by NTA.

Evaluation and marking for each criterion to be done basis following parameters met (as applicable):

1. Adequately captures the event,
2. Raises alarm,
3. MIS and dashboards,
4. Provides all data to NTA,

5. Accuracy of the data,
6. Timing of the activity,
7. Automated or manual exercise

Exam Monitoring software assessment would be conducted at technical evaluation stage.

6 (A).Organizational Level:

- i. The bidder should be a legal entity in India in the form of registered company. Only Public Sector Enterprise are eligible to participate. Copy of certificate of incorporation / registration should be submitted.
- ii. The Bidder must be engaged in activities related to digital security/technical consultancy and technological support of the same.
- iii. The average turnover of the bidder should be minimum INR 100 crores in each of last 3 consecutive financial years ending in 2021-2022.
- iv. The Bidder should be registered with appropriate tax authorities such as Income Tax, Service Tax/GST etc. and should submit valid certificates of registration with these authorities.
- v. Bidder must be CMMI, ISO 9001:2015, ISO 27001:2013 and ISO/IEC 20000:2012 certified
- vi. The bidder should not have been blacklisted by central / state government departments / undertakings.
- vii. Should have a prior experience of developing and providing Software as service to government departments.
- viii. Prior Experience of handling and managing data analysis and digital forensics for any government department.
- ix. Bidder should have prior experience in executing end to end examination for understanding the scope and delivery
- x. Employee strength of the bidder should be atleast 100

7. Evaluation of Bids

- The selection of the agency will be based on **Quality and Cost Based Selection (QCBS). There will be 70 % weightage for Technical Evaluation and 30 % for Financial Evaluation.**
- The bidder should provide full support to NTA for evaluation of the exam monitoring process and exam software's cyber security. The entire technical evaluation support should be completed within 3 weeks from the start of technical evaluation.

7.1 Technical Evaluation:

- 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.
- 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**.

7.2 Financial Evaluation:

The Financial Bid of only those Bidders who have been found to be technically suitable/eligible will be opened. The Financial bids of technically unsuitable/ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically suitable/eligible Bidders, who may like to be present. NTA shall inform the date, place and time for opening of the Financial Bid to the technically suitable/eligible bidder(s).

The amount quoted for "Examination Conducted in India" (please refer to Financial Bid Table 1& Table 2 at Annexure-VIII) will be considered for evaluation of the financial bid.

The financial scores (FS) would be normalized on a scale of 100 as per the formula given below, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation.

Fmin = 30% of the total quoted cost

FS = $(F_{min}/F_b) * 100$ (rounded off to 2 decimal places), where

FS	=	Normalized Financial Scores for the Bidder under consideration
Fmin	=	Lowest absolute financial quote received
Fb	=	Absolute financial quote by the Bidder under consideration

8. Other Terms & conditions of the Tender

1. The Tender document is not transferable, and its cost is not refundable under any circumstances.
2. The bids shall be valid for 90 days from the date of opening of technical bids.
3. The firm so selected would be required to carry out NTA work as per job description. No TA/DA/conveyance/transportation/postage charges, etc. will be admissible for execution of the work.
4. The payment will be made on submission of bills in duplicate, complete in all respects with copy(ies) of challan bearing details of work executed.
5. Counter conditions in matters concerning payment of bills shall not be acceptable.
6. Time schedule for various activities should be strictly adhered to by the firm/agency.

9. Important Instructions

1. The successful bidder shall obtain declaration from their personnel (employed by them for the work in the concerned examination) that none of them have any near relations (such as children, brother, sister, nephew and nieces of self and spouse) as well as anyone on whom they may have any special interest, is appearing in the concerned examination.
2. At any time before the submission of bids, NTA may amend the tender by issuing an addendum in writing or by standard electronic means by publishing on the website www.nta.ac.in & <https://eprocure.gov.in/>. The bidders are advised to check the website for corrigendum. The addendum may be sent to all bidders and will be binding on them.
3. If the amendment is substantial, successful Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids may be extended by NTA at their discretion.
4. The terms and conditions of the tender are subject to change after a decision post pre-bid meeting, if and as and when necessitated.

10. General Information

1. The tender is a **"Two Bid" document**. The **technical bid** should contain all the relevant information and desired enclosures in the prescribed format along with Bid Security Declaration (BSD) and Cost of Tender Form. The Tender fee can be in the form of DD or can be remitted in favour of NTA. 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. Bidder has to **submit Tender Fee Demand Draft or receipt of successful submission of Tender Fee to the NTA Okhla in Hard copy, atleast a day or 24 hours before the closing of Last date/time of Bid Submission. If not complied, bid will not be considered for opening and rejected out rightly.**
3. The **financial bid** only should contain commercials. **In case, any bidder encloses the financial bid within the technical bid, their bid shall be rejected summarily.**
4. 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.

5. 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 letter head.
6. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for a year, equal to three percent (3%) of total contract value (inclusive of taxes) of each examination within 15 days from the date of the award of the work.
7. 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.
8. The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable 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 it for.
9. 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.
10. Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
11. 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. The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable 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 it for.
12. 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.
13. Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
14. The tender document can be downloaded from NTA's web site: www.nta.ac.in or GeM Portal and submitted along with a fee of INR 10,000 (Rupees Ten thousand) only in the form of demand draft/NEFT in favour of DG, NTA, or remitted online to NTA account. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted subject to exemptions in para 15.1. Late tenders shall not be accepted under any circumstances. The technical bid shall be opened as per schedule at NTA Office, in the presence of bidders who may like to be present. No manual bid submission is required.
 - 14.1 In continuation of para 9 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.
 - 14.2 **Demand Drafts for 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.**
15. 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 with regard to the bid document, if any, the decision of NTA shall be final. Initially the contract will be for a period of one year and may be extended for another two years by the competent authorities subject to satisfactory performance given by the bidder to the NTA.

16. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to 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 at the risk and cost of the bidder in addition to damages and penalty.

17. **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 eligibility 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.

Submission of Tender

The tender shall be submitted online in Two part, viz., technical bid and price bid.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

The technical bid shall consist of –

- Technical information as desired in prescribed format
- Scanned Copy of Tender Fee and Earnest Money Deposit, if applicable.
- Scanned copy of receipt of successful submission of EMD to NTA.
- Basic detail of the bidder as per **Annexure-A**
- 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 manpower to be employed for this work as per **Annexure VI.**
- **Annexure - VII** (For information of the Bidders)
- Duly filled in **Annexure - VII** for assessment of Technical Bid
- Stamp Signed and scanned copy of Tender Acceptance Letter as per **Annexure-IX**

The financial bid shall consist of Annexure -VIII only.

Demonstration and Presentation:

The bidder may be required to give a demonstration of their capabilities for delivering required services as per Scope of work and the conditions specified in this document. The demonstration and presentation is to be given as advised by NTA, if necessary. The venue for demonstration and presentation will be at NTA Office at Okhla.

11.Appointment of Successful Bidder

11.1 Award Criteria

NTA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

11.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

NTA reserves the right to accept or reject any proposal, and to annul the tendering process / procurement process and reject all proposals at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NTA action.

11.3 Notification of Award

Prior to the expiration of the validity period, NTA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NTA may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract and shall be binding on both the parties. Upon the selected successful bidder's furnishing of Performance Bank Guarantee, NTA will notify each unsuccessful bidder.

11.4 Performance Guarantee

NTA will require the successful bidder to provide an irrevocable, unconditional one-time Performance Bank Guarantee within 15 days from signing of the agreement post Notification of award, for a value equivalent to 3% of the Contract value. The Performance Guarantee should be valid for a period of 12 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The successful bidder shall be responsible for extending the validity date of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. 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 Vp][

endor 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.

11.5 Signing of Contract

After NTA notifies the successful bidder that its proposal has been accepted, NTA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between NTA and the successful bidder with mutually agreed terms and conditions.

11.6 Payment Terms

1. No advance payment shall be made under any circumstances to the successful bidder.
2. The payment shall be in Indian Rupees and shall be paid only as per term & condition of payment.
3. The payment will be made after receipt of satisfactory completion certificate of Centre In-charge of each exam centre.
4. 100% payment will be made within 30 days of receipt of work completion certificate, along with Invoice complete in all respects.
5. Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between NTA and successful bidder.
6. All Payment shall be subject to deduction of applicable TDS.
7. No interest will be paid to the successful bidder on the security deposit.

11.7 Information security and data privacy

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 vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

11.8 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.

11.9 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.

11.10 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.

11.11 Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by the selected bidder in the provision of the Services shall exclusively belong to the selected bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and NTA shall not be entitled to claim any rights therein. All rights, title and interests in NTA Data shall always remain with NTA. NTA acknowledges that the provision of the Services hereunder by the selected bidder shall be on a non-exclusive basis and the selected bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients, except that there shall be no arrangements with the coaching classes directly/in-directly during the currency of this tender and two years thereafter.

11.12 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.

11.13 Dispute Resolution

All disputes pertaining to the tender shall fall within the jurisdiction of Delhi only. The Director (Admn) 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, Okhla, whose decision shall be final and binding on the parties.

11.14 Integrity Pact

The vendors/ bidders are required to enter into "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. The Integrity Pact is to be submitted on a 'Non-Judicial Stamp paper of Rs.100/-.

11.15 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, Okhla 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.

BASIC DETAILS OF THE BIDDER

S. No.	Bidder Details	To be filled by the Bidder or Firm	For use of Technical Evaluation Committee
i.	Name and Address of the Bidder		
ii.	Cost of Tender Form Details		
iii.	BSD Details		
1.	Registered Firm/ Company		
1a.	Date of Registration		
2.	Average Annual Turnover in India during last three financial years		
2a.	2019-20		
2b.	2020-21		
2c.	2021-22		
3.	Permanent Account Number		
	Quality Certification No.		
	GST Number		
4.	Number of Projects executed as on day of bidding		
5.	Contact Person Name Phone No. Mobile No. Email Id.		

The information given above is correct. In case, at any stage, any information is found to be false, my bid/ offer stands rejected.

Signature of the Bidder with Seal

Name of the Authorized Signatory
Designation
Phone Number
Email ID

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., 2019-2020, 2020-21 & 2021-22 and 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) 2019-20	(2) 2020-21	(3) 2021-22
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Net Worth			

- II Please attach - Up to date Income Tax Clearance Certificate
- Audited Balance Sheet.
- Profit / Loss statement
- III Note: Attach additional sheets, if necessary.

(Signature of Chartered Accountant)

Name:

Membership No.:

Date of sign:

Stamp:

DETAILS OF SIMILAR WORK EXECUTED

S No.	Name of work/ Project & Location	Owner/ Sponsoring organization	Total No. of Candidates Handled	Total No. of Shifts taken for completion	Date of commencement as per contract	Actual Date of completion	Litigation/ Arbitration pending in progress with details	Remarks
1	2	3	4	5	6	7	8	9

(Signature with date and Seal of Bidder)

DETAILS OF WORK UNDER EXECUTION OR AWARDED

S No	Name of work/Project & Location	Owner/Sponsoring organization	Total No. of Candidates to be handled	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	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)

1. Name of Work/Project & Location : _____

2. Owner or Sponsoring Organisation : _____
Address : _____

3. Agreement No. : _____
4. Estimated Cost : _____
5. Tendered Cost : _____
6. (A) Date of Start : _____
(b) Stipulated date of completion : _____
(c) Actual date of completion : _____
7. Performance reports/assessment
 - a. Quality of work - Excellent/ Very Good/ Good/ Fair: _____
 - b. Resourcefulness - Excellent/ Very Good/ Good/ Fair: _____

(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 : _____
(b) A Proprietary/ agency : _____
(c) A Pvt Ltd or Limited company : _____
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/black listed 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

(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 for conduct of examinations:

<i>S no.</i>	<i>Parameter</i>	<i>Marks</i>	<i>Max. Points</i>
1	Bidder experience in IT and ICT projects	a) More than 3 projects 2 marks b) More than 6 projects – 5 marks c) More than 10 projects- 10 Marks	10
2	Average financial turnover during the last three financial years i.e., 2019-20, 2020-21 & 2021- 22.	a) More than 150 Cr. =20 Marks b) More than 125 Cr. =less than 150 Cr. =10 Marks c) More than 100 Cr. =less than 125 Cr. =5 Marks	20
3	Providing software solutions to client as a service.	a) More than 2yrs. =02 Marks b) More than 3 yrs. =Less than 4 yrs. 03Marks c) More than 5 yrs. =5 Marks	5
4	Manpower strength	a) More than 100 =02 Marks b) More than 200 and less than 300 =03 Marks c) More than 300 =5 Marks	5
5	Certification of Agencies	a) ISO 9000 - 2 Marks b) ISO 20000 - 2 Marks c) ISO 27000 - 2 Marks d) CMMI 5 - 4 Marks	10
6	Presentation and demonstration of solutions.		50
Total			100

Bidders scoring 70% or more scores as per above criteria will be considered technically qualified. Price Bids of such technically qualified bidders only shall further be opened.

TECHNICAL BID FORM

<i>S no.</i>	<i>Parameter</i>	<i>Documentary Evidence</i>	<i>Page No. of the Technical Bid</i>
1	Bidder experience in IT and ICT projects		
2	Average financial turnover during the last three financial years i.e., 2019-20, 2020-21 & 2021- 22..		
3	Providing software solutions to client as a service.		
4	Manpower strength		
5	Certification of Agencies		

Signature of Bidder

FINANCIAL BID FORM

Table-1: Item wise cost

S.No.	Activity	Rates in Indian Rupees	
		In Figure	In Words
1.	One time Setup and Deployment Cost including historical data scanning/ data feeding		
Total→			

Table-2: Item wise cost per candidate

S.No.	Activity	Rates in Indian Rupees per candidate	
		In Figure	In Words
1.	Recurring maintenance and service cost		
Total→			

(i) Grand Total Cost : Table 1 Cost / 10,00,000 + Table 2

(ii) Bidders must Quote for the Grand Total Cost in the Financial Bid in the GeM Portal.

(iii) Bidders must also submit the bifurcation of rates in Table-1 and Table-2 in the form of Hard Copy sealed pack to NTA, Okhla office.

Note:

1. The rates shall be exclusive of taxes.
2. The financial bid (Grand Total Rates in Indian Rupees) will be calculated based on 10,00,000 candidate counts for table 1 (For financial Bid calculation purpose only and actual count may vary based on the examination count)
3. Quoting for all line items is mandatory.

(Signature and Seal of Bidder/ Authorised Signatory)

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 above-mentioned 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.

6. 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/ organization 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 GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Government-e-Market Portal (URL: <https://gem.gov.in/>) by clicking on the link “**Online bidder Enrollment**” on the GeM Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 GeM Portal.
- 4) 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.
- 5) 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.
- 6) 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

- 1) There are various search options built in the GeM 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 GeM Portal.
- 2) 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 GeM Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) 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

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) 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.
- 4) 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

- 1) 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.

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. 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.
- 9) 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

- 1) 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}.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.