



राष्ट्रीय परीक्षा एजेंसी
National Testing Agency
Excellence in Assessment



(उच्चतर शिक्षा विभाग, शिक्षा मंत्रालय, भारत सरकार के तहत एक स्वायत्त संगठन)
(An Autonomous Organization under the Department of Higher Education, Ministry of Education, Government of India)

F.No. B-B2/27/2025-Proc/12608

15.10.2025

To,

M/S Sai Educare Pvt.Ltd.
A-18 Second Floor, RV Tower,
Nityanand Nagar, Vaishali Nagar,
JAIPUR-302021 (RAJASTHAN)

Sub: Order of Debarment from Participation in Tenders of NTA

Sir/Madam,

- Whereas, Work Order No. F. No. NTA/2024-25/01/GHC-2024 dated 17.10.2024 was issued to your agency, M/s Sai Educare Private Limited (hereinafter referred to as "the Agency"), for providing Ancillary Security Services on a turnkey basis during the Offline (Pen-Paper Based) Gujarat High Court (GHC) Recruitment Examination 2024, held on 20th, 26th, and 27th October 2024.
- Whereas, in view of material deficiencies noticed in the execution of the aforesaid assignment, a Show Cause Notice No. NTA/Exam/GHCRE/2024 dated 17.12.2024 was issued to the Agency. No satisfactory response was received thereto. Thereafter, pursuant to the directions of the Hon'ble High Court of Delhi, a fresh Show Cause Notice dated 12.09.2025 was issued to your Agency, to which the Agency submitted a reply through e-mail dated 18.09.2025.
- Whereas, the arguments regarding alleged misinterpretation of the Hon'ble Delhi High Court's order and applicability of Rule 151 of the General Financial Rules, 2017 have been noted. **However, the present action, including consideration of debarment, has been initiated strictly in accordance with applicable tender provisions, Court directions, and the principles of natural justice as recognized by law.** Further, NTA has already provided SEPL opportunities for representation and has imposed proportional penalties in terms of Clause 11.4, Clause 8.8 of the Tender and extant rules. Remedies exercised till date, including penalty imposition, are in line with the express terms of the contract, GFR and extant rules.
- Whereas, the aforesaid reply of your Agency has been carefully examined. It has been found to be unsatisfactory, evasive, and devoid of substantive justification. The Agency has failed to establish any extenuating circumstances or provide plausible justifications to rebut the prima facie findings of material breach.



पहली मंजिल, एनएसआईसी बिल्डिंग, ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली-110020
First Floor, NSIC-MDBP Building, Okhla Industrial Estate, New Delhi - 110020



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पं. कार्यालय-वेस्ट ब्लॉक-1 विंग नंबर 6, दूसरी मंजिल, आर.के.पुरम, नई दिल्ली-110066 / Reg. Office: West Block-1, Wing No.6, 2nd Floor, R. K. Puram, New Delhi-110066.

5. The statement made by SEPL in point no. 7 of their reply is categorically false and misleading. The said vendor did not participate in the Short-Dated Tender issued by NTA, and thus, the claim that said vendor submitted a bid of Rs. 190 per student is entirely incorrect. This misrepresentation is not only contrary to the factual records of the tender but also appears to be an attempt to mislead the authorities.
6. In para 9 of the reply furnished, SEPL has contended that *"However, subsequently SEPL was sabotaged and backstabbed by Nansan Enterprises (a fixed vendor of Innovative since long time)"*. The assertion is not relevant to NTA, as the contract was between NTA & SEPL.

Under the terms of the contract, SEPL had unequivocal responsibility to ensure the smooth and timely execution of all biometric and ancillary security deliverables. The inability to provide these core services, regardless of underlying manpower or vendor issues, constitutes a fundamental breach of contract, for which NTA was compelled to resort to emergency alternate arrangements at public expense, causing financial loss, operational disruption, and most importantly reputational damage.

Additionally, it was SEPL's responsibility to factor in all considerations while participating in the bid. Further SEPL failed to provide any justification, with evidence, as to why there was no preparation on their part, for any emergent situations, as they are quite likely to arise in execution of operations. They have also failed to explain why NTA was not alerted in a timely manner.

It was only because of the proactive arrangements by NTA, and the backup systems, and alternate mechanisms, that the exam could be conducted smoothly, without any problems.

7. SEPL has stated in Para 9 of its reply that *"Some organization wanted to sabotage the activity so that it impacts our and NTA's name and reputation. It was a FORCE MAJEURE under the Tender Clause-9 condition effecting the work."*

However, this assertion is wholly incorrect. The invocation of force majeure is unsubstantiated in the absence of any formally notified act of God, war, or legally recognized force majeure event. The argument that this is a force majeure isn't sustainable in law and it is further supported by SEPL's own admission of failure.

8. SEPL has also stated in Para 19 of aforesaid reply that *"The proposed action of the SCN under reply is also severely hit by the principle of double jeopardy enshrined in Article 20(2) of the Constitution of India..."*

This assertion of "double jeopardy" is misplaced as the actions under consideration pertain to contractual remedies available to NTA arising from material non-performance, not criminal action or punitive sanctions governed by Article 20(2) of the Constitution of India.

9. The contention of the Sai Educare Private Limited (SEPL) regarding the applicability of **Rule 151 of the General Financial Rules (GFR), 2017** is found to be misconceived and amounts to selective misrepresentation of the said provision. In this regard, attention is invited to Clause 5(C) of the **"Guidelines on Debarment of Firms from Bidding"** contained in Office Memorandum No. F.1/20/2018-PPD dated 02.11.2021 issued by the **Department of Expenditure, Ministry of Finance, Government of India**, which provides:



"A bidder can also be debarred for any actions or omissions by the bidder other than violation of Code of Integrity, which in the opinion of the Ministry/Departments warrants debarment, for reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide by 'bid securing declaration', etc."

From the factual record and correspondence, it stands established that the Agency failed to discharge its contractual obligations, specifically by non-provision of services on 27.10.2024.

10. All the same SEPL, cannot be absolved of a fundamental breach of contract as it has let down the NTA in a very vital and sensitive exam, pertaining to recruitment in Hon'ble High Court of Gujrat viz. Gujarat High Court (GHC) Recruitment Examination 2024. Therefore, upon careful consideration of the facts of the case, on account of established non-performance, serious breach of contractual obligations and the unsatisfactory response of the Agency, coupled with failure to provide any satisfactory explanation despite the opportunity of hearing and in exercise of the powers vested in the National Testing Agency under the applicable rules, guidelines and extant rules, it is hereby ordered that:

M/s Sai Educare Private Limited (SEPL) is debarred from participating in all future tenders of the National Testing Agency for a period of one (01) year from the date of issue of this Order.



For & on behalf of NTA

A handwritten signature in blue ink, appearing to be "Sai Educare", written over a circular stamp.

Authorized Signatory