



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)
Amendment No. 1 in Tender

Ref: NTA/2025/CBT Agency/More than 1 Lac/Amdt-1

Date: 06-03-2025

To,
M/s
.....

SUBJECT: Amendment No. 1 issued against tender Document No.: NTA/2025 dated: - 21-02-2025 for "Conduct of Computer-Based Test (CBT) in Various professional Entrance and Eligibility Examinations (For Candidate count more than 1 lakh)".

References:

1. NIT/ Bid Document No.: NTA/2025/More than 1 Lac dated: 21-02-2025;

Dear Sir/Madam,

This has with reference to the above-mentioned tender document issued on 21.02.2025 for "Conduct of Computer-Based Test (CBT) in Various professional Entrance and Eligibility Examinations (For Candidate count more than 1 lakh)". The pre bid queries were received from the prospective bidders and responses made by NTA were deliberated. In this regard, the following amendment has been issued:

1. The bid schedule mentioned in the RfP is amended as below:

Sr. No.	Description/Query/Clarification Required	Date and Time
1	Last date for submission of Bid	Extended up to 13.03.2025 (up to 1100 hrs IST)
2	Opening of Technical Bid to assess essential pre-requisites requirements	Extended up to 13.03.2025 (up to 1200 hrs IST)

2. The response to the queries raised by the prospective bidders is attached as **Annexure-A**.

The prospective bidders are advised to regularly keep visiting and checking the NTA website (<https://nta.ac.in>) for any further forthcoming information/ notice(s)/ developments/amendment(s)/ clarification(s) regarding the subject Tender.

Rest all the terms and conditions of the RfP and subsequent amendment remains unchanged.

Thanking You,

For and on behalf of NTA

Procurement
National Testing Agency
1st Floor, NSIC-MDBP Bldg. Procurement Unit
Okhla Phase-III, New Delhi-110026



पहली मंजिल, एनएसआईसी बिल्डिंग, ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली-110020
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ANNEXURE-A

Sl. No.	Page No.	Clause No.	Content of RFP requiring clarification(s)	Points of Clarification/Modification	NTA Response
1.	9	2 Overview of Computer-Based Tests (CBTs) conducted by NTA	List of 12 exams mentioned under this clause - The number of CBTs, questions, and duration of exams may vary as per the decision of NTA.	Request NTA to share the exam duration and number of shifts in a day for each of the 12 exams mentioned under this section.	Clarified As: The examinations shall be for a duration of 1-3 Hours and are being conducted with 1-3 Shifts in a day. Final list will be shared with the selected agency whenever required.
2.	10	3.5. The broad activities of the empaneled agency will comprise of the following:	Conduct of mock tests and workshops regarding Computer- Based Tests (CBT)	Please clarify what kind of workshops are required regarding computer-based test. Need to understand this requirement in detail, be discussed and mutually agreed before planning on next course of action.	Clarified As: These workshops include training and orientation of the staff involved in the examination.
3.	12	4. Scope of Work - 4.2.1. Identification and Setup of Examination Centres:	vi). Centre audit will be conducted about one month before the exams to ensure Centres meet NTA requirements. All Examination Centres must adhere to the norms. Non-compliant Centres may be blacklisted.	Requesting NTA to modify the clause as: Centre audit will be conducted about one month before the exams to ensure Centres meet NTA requirements. All Examination Centres must adhere to the norms. Non-compliant Centres may be rejected. <u>Any exception would need to be duly approved by NTA.</u>	Amended As: vi). Centre audit will be conducted about one month before the exams to ensure Centres meet NTA requirements. All Examination Centres must adhere to the norms. Non-compliant Centres may be rejected. <u>Any exception would need to be duly approved by NTA.</u>
4.	12	4.2.1. Identification and Setup of Examination Centres:	vii). The final soft copy of the Centre Master including Centre numbers and details (complete address, etc.), must be provided to NTA at least four weeks before the exam date. No changes will be allowed after this deadline.	Requesting NTA to modify the clause as: The final soft copy of the Centre Master including Centre numbers and details (complete address, etc.), must be provided to NTA at least four <u>three</u> weeks before the exam date. No changes will be allowed after this deadline. <u>the issue of the admit card to the candidates. NTA will provide the final counts city wise, subject wise at-least 7 weeks before the exam date.</u>	Amended As: vii). The final soft copy of the Centre Master including Centre numbers and details (complete address, etc.), must be provided to NTA at least three weeks before the exam date. No changes will be allowed after this deadline.

5.	12	4.2.1. Identification and Setup of Examination Centres:	xi) NTA reserves the right to cancel or change any Centre.	In case NTA cancels or changes any center then associated SLAs should not be applicable.	No change, same as proposed.
6.	13	4.2.2. Facilities and Infrastructure at Examination Centres:	(ii) Each Centre should have UPS, generators, air conditioning, or adequate ventilation to maintain an ambient temperature (26–30 degrees Celsius). Proper lighting and air circulation should also be ensured. Test Centres should not be in basements or lack proper ventilation, and Centres in hilly areas must provide room heaters during winter.	Requesting NTA to modify the clause as: Each Centre should have UPS/ generators/ <u>Power backup</u> , air conditioning, or adequate ventilation to maintain an ambient temperature (26–30 degrees Celsius) . Proper lighting and air circulation should also be ensured. Test Centres should not be in basements or lack proper ventilation, and Centres in hilly areas must provide room heaters during winter.	Amended As: (ii) Each Centre should have UPS, Generators/ Power backups , air conditioning, or adequate ventilation to maintain an ambient temperature (26–30 degrees Celsius). Proper lighting and air circulation should also be ensured. Test Centres should not be in basements or lack proper ventilation, and Centres in hilly areas must provide room heaters during winter.
7.	13	4.2.2. Facilities and Infrastructure at Examination Centres:	vii) CCTV feed data should travel in a secure manner and one copy should be maintained at cloud-based storage.	Please provide flexibility to retain a copy in hard disks or cloud-based storage.	No change, same as proposed.
8.	14	4.2.3. Examination Preparation and Security:	v). The bidder is required to ensure that there is complete power backup. (DG and UPS backup) before, during & after the exam. The deployment of CCTV and jammers at each Centre is essential to maintain integrity during the examination. The successful bidder must allow a third party to install Jammers/ CCTV if required. Continuous CCTV surveillance must be maintained, and footage should be provided to NTA on external hard drives. (within a week after the exam). The bidder will keep a copy of CCTV footage for a period of 3 months or as specified by NTA.	Requesting NTA to modify the clause as: The bidder is required to ensure that there is complete power backup. (DG/ and UPS backup/ <u>Back-up power resource</u>) before, during & after the exam. The deployment of CCTV and jammers at each Centre is essential to maintain integrity during the examination. The successful bidder must allow a third party to install Jammers/ CCTV if required. Continuous CCTV surveillance must be maintained, and footage should be provided to NTA on external hard drives. (within a 4 weeks after the exam). The bidder will keep a copy of CCTV footage for a period of 3 months or as specified by NTA.	Amended As: v). The bidder is required to ensure that there is complete power backup. (DG, UPS backup and Back-up power resource) before, during & after the exam. The deployment of CCTV and jammers at each Centre is essential to maintain integrity during the examination. The successful bidder must allow a third party to install Jammers/CCTV if required. Continuous CCTV surveillance must be maintained, and footage should be provided to NTA on external hard drives. (within two weeks after the exam). The bidder will keep a copy of CCTV footage for a period of 3 months or as specified by NTA.
9.	13	4.2.3. Examination Preparation and Security:	(i) The software should be fully audited and certified by the third party agency appointed by NTA	As our solution software is Cert-In certified by Cert-In empaneled auditors. Certificate of the same can be shared with NTA. Hence, additional audit by third party may not be required. We request NTA to modify the clause as below: (i) The software should be fully audited and	Amended As: (i) The software should be fully audited and certified by the Cert-In empaneled auditors.

				certified by the third party—Cert-In empanelled auditors agency appointed by NTA.	
10.	13	4.2.3. Examination Preparation and Security:	iii). A static mock link for mock tests should be provided within a fortnight of signing the contract, and these should be available online. Mock tests should replicate the examination software for the complete examination time with support provided via a toll-free number. Mock should not be conducted merely for random nodes but 100% including backup nodes for the entire duration for which the exam is to be held.	<p>Requesting NTA to modify the clause as:</p> <p>A static mock link for mock tests should be provided within a fortnight of signing the contract, and these should be available online. Mock tests should replicate the examination software for the complete examination time with support provided via a toll-free number. Mock should not be conducted merely for random nodes but 100% including backup nodes for the entire duration for which the exam is to be held.</p>	<p>Amended As:</p> <p>A static mock link for mock tests should be provided within a fortnight of signing the contract, and these should be available online. Mock tests should replicate the examination software for the complete examination time with support provided via a toll number. Mock should not be conducted merely for random nodes but 100% including backup nodes for the entire duration for which the exam is to be held.</p>
11.	14	4.2.4. Candidate Data Management:	iii). At the examination Centre, candidates' original ID proofs and Admit Cards must be verified at the entrance. Ensure that candidate information is correctly linked to exam Centres, with comprehensive identity verification, attendance tracking, and biometric registration, including Face ID capture (digital photos and thumb/fingerprints) through Aadhaar-based authentication where applicable. All procedures should comply with government guidelines, and candidates must be authenticated through random machines and seat allocation.	<p>We suggest:</p> <p>For Aadhaar based authentication, Required AUA / ASA license, authorized link for accessing UIDAI CIDR (Central Identities Data Repository) for authentication shall be provided by NTA.</p> <p>The commercial for obtaining, using the authorized link (AUA / ASA) for Aadhar authentication shall be under the preview of NTA.</p>	<p>Clarified As:</p> <p>For Aadhaar Authentication services, the required AUA/ASA License shall be provided by NTA.</p>
12.	14	4.2.3. Examination Preparation and Security:	v) The bidder is required to ensure that there is complete power backup. (DG and UPS backup) before, during & after the exam.	<p>Requesting NTA to modify the clause as:</p> <p>The bidder is required to ensure that there is complete power backup. (DG and /UPS backup/<u>Power backup resources</u>) before, during & after the exam.</p>	<p>Amended As:</p> <p>The bidder is required to ensure that there is complete power backup. (DG /UPS backup/Power backup resources) before, during & after the exam.</p>
13.	15	4.2.5. Examination Conduct and Security Measures:	i). Aadhaar-based Biometrics must be captured by a third party / Bidder for all Examination Functionaries including those appointed by the Bidder/NTA/third party.	<p>We suggest:</p> <p>For Aadhaar based authentication, Required AUA / ASA license, authorized link for accessing UIDAI CIDR (Central</p>	<p>Clarified As:</p> <p>For Aadhaar Authentication services, the required AUA/ASA License shall be provided by NTA.</p>

				Identities Data Repository) for authentication shall be provided by NTA. The commercial for obtaining, using the authorized link (AUA / ASA) for Aadhar authentication shall be under the preview of NTA.	
14.	15	4.2.5. Examination Conduct and Security Measures:	(ii) The successful bidder must prepare and provide SOPs and Manuals for all processes to ensure safe and secure examination conduct, including rules for contingency and emergency procedures.	We request NTA to provide sign-off for the SOPs and Manuals shared by the bidder.	Clarified As: NTA shall provide sign-off for SOPs and Manuals shared by the bidder.
15.	16	4.2.5. Examination Conduct and Security Measures:	v). Separate Private Key for setting up nodes for conduct of examinations will be collected from NTA.	Need more clarification on What is private key? Who will be deploying it and how?	Amended As: v). Separate Encryption Key for setting up nodes for conduct of examinations will be collected from NTA.
16.	16	4.2.6. Hardware, Software, and System Requirements:	Minimum Candidate System Pre- requisites: Operating System: Windows/ Linux version with security support from OEM. (Certificate must be required) Browser: A browser version with security support from OEM. (Certificate must be required)	Requesting NTA to modify the clause as: Operating System: Windows/ Linux version with security support from OEM. (Certificate must be required)/ <u>any other equivalent Operating system suitable for conducting Computer based test with appropriate service packs.</u> Browser: A browser version with security support from OEM. (Certificate must be required)/ <u>as Supported by above Operating systems.</u>	Amended As: Licensed Operating System: Windows/ Linux version with security support from OEM. (Certificate must be required)/ any other equivalent Licensed Operating system suitable for conducting Computer based test with appropriate service packs. Browser: A browser version with security support from OEM. Certificate must be required)/ as Supported by above Operating systems.
17.	18	4.2.8. Special Requirements and Compliance:	ii) A contingency plan for candidate management and shifting in emergencies must be in place. The Test Centres should meet the minimum quality standards defined by NTA, and any Centre failing to comply may be blacklisted.	Requesting NTA to modify the clause as: A contingency plan for candidate management and shifting in emergencies must be in place. The Test Centres should meet the minimum quality standards defined by NTA, and any Centre failing to comply may be blacklisted <u>rejected</u> .	No change, same as proposed.
18.	18	4.2.9. Monitoring and Quality Assurance:	ii). The NTA may provide its own venues with the necessary infrastructure, and the service provider will arrange any additional	Requesting NTA to modify the clause as: The NTA may provide its own venues with the necessary infrastructure., <u>The service provider will check the feasibility</u> and the	Amended As: The NTA may provide its own venues with the necessary infrastructure, the service

			requirements needed for smooth examination conduct.	service-provider NTA will arrange any additional requirements needed for smooth examination conduct.	provider may check the feasibility and the NTA will arrange any additional requirements needed for smooth examination conduct.
19.	18	4.2.9. Monitoring and Quality Assurance:	v). Dashboard for NTA Command Centre to display allocation of Invigilators and all other functionaries appointed in Centres, Random allocation of candidates, and mapping and de-mapping of system.	Requesting NTA to modify the clause as: Dashboard-Reports for NTA Command Centre to display on allocation of Invigilators and all other functionaries appointed in Centres, Random allocation of candidates, and mapping and de-mapping of system.	Amended As: Reports to NTA on allocation of Invigilators and all other functionaries appointed in Centres, Random allocation of candidates, and mapping and de-mapping of system.
20.	19	4.3. During the Test / Examination Delivery Phase	4.3.3. Data Monitoring and Reporting: While the exam is conducted on the local LAN, data on test progress should be transferred to the central server every 10 minutes or as specified by NTA for monitoring. The bidder must provide NTA with reports to track the test progress at all Centres in real-time. Any data obtained during the examination process must not be shared or leaked to unauthorized parties.	Requesting NTA to modify the clause as: Data Monitoring and Reporting: While the exam is conducted on the local LAN, data on test progress should be transferred to the central server every 10 minutes or as specified by NTA for monitoring. The bidder must provide NTA with reports to track the test progress at all Centres in <u>near</u> real-time. Any data obtained during the examination process must not be shared or leaked to unauthorized parties.	No change, same as proposed.
21.	19	4.3.4. Attendance and Biometrics:	Collect physical thumb impressions using non-staining inkpads and signatures on physical Attendance Sheets. Capture attendance through photographs and biometric data (fingerprints) at each candidate's desk. This data must be compared against the allocated seat and reported to NTA in case of discrepancy in real-time before and during the exam. The entire data must be sent to NTA after the exam.	The process of capturing attendance involves photographing candidates and gathering biometric information, such as fingerprints, at their respective desks. This is achieved using specialized tablets, which facilitates attendance tracking and verification against registration data. Only thumb impression can be compared with registration desks on real time basis. Photos can be verified post completion of exam with registration image and report can be share with NTA.	Agreed.
22.	20	4.4 Post-Examination Phase	4.4.1. The bidder must submit the video surveillance recordings after the exam on a Hard Disk Drive, appropriately mapped for each candidate, no later than a fortnight after the examination.	Requesting NTA to modify the clause as: The bidder must submit the video surveillance recordings after the exam on a Hard Disk Drive, appropriately mapped for each candidate, no later than a <u>fortnight</u>	No change, same as proposed.

				month after the examination.	
23.	20	4.4 Post-Examination Phase	4.4.3. Candidate responses to the question paper must be sent back to the central server (data Centre) from the server of an exam Centre within 30 minutes of the exam's conclusion. These responses should be further transferred to the NTA within 4-6 hours from the end of the shift.	<p>Requesting NTA to modify the clause as:</p> <p>Candidate responses to the question paper must be sent back to the central server (data Centre) from the server of an exam Centre within 30 minutes-4 hours of the exam's conclusion. These responses should be further transferred to the NTA <u>on the same day within 4-6 hours from the end of the shift.</u></p>	No change, same as proposed.
24.	21	4.4 Post-Examination Phase	4.4.6 The bidder is required to prepare the final merit list in the specified format and calculate marks for each candidate based on the NTA-provided marking scheme, Answer Keys to the questions used, and prepare the scores accordingly. This includes processing responses and other confidential data and providing data for processing of results as required by NTA. The selected bidder shall archive the result and other examination data for a period of one year as a Custodian from the declaration of result for the particular assignment.	<p>As per page no 10; point no. 3.4 & 3.5; Bullet point no. 6, the bidder is expected to submit the raw candidate response data to NTA for preparation of result.</p> <p>The text given in 4.4.6 contradicting what is mentioned is 3.4 & 3.5. Hence, we suggest removing the requirement stated in point 4.4.6.</p> <p>Please note that it is NTA current practice to prepare the result themselves.</p>	<p>Amended As:</p> <p>The bidder is required to prepare the final scores in the specified format for each candidate based on the NTA-provided marking scheme, Answer Keys to the questions used, and prepare the scores accordingly. This includes processing responses and other confidential data and providing data for processing of results as required by NTA. The selected bidder shall archive the result and other examination data for a period of one year as a Custodian from the declaration of result for the particular assignment.</p>
25.	21	4.4 Post-Examination Phase	4.4.7. The bidder is responsible for the conduct of the Skill Test and its evaluation, if applicable. Skill Test shall mainly comprise of Typing Test (English/Hindi/Regional language) and Stenography test.	<p>Requesting NTA to modify the clause as:</p> <p>The bidder is responsible for the conduct of the Skill Test and its evaluation, if applicable. Skill Test shall mainly comprise of Typing Test (English/Hindi/Regional language) and Stenography test.</p>	<p>Amended As:</p> <p>4.4.7. The bidder is responsible for the conduct of the Skill Test and its evaluation, if applicable. Skill Test shall mainly comprise of Typing Test (English or Hindi) and Stenography test.</p>
26.	21	4.4 Post-Examination Phase	4.4.13 The bidder shall provide a post-examination analytics report, including: point a to point l	Modalities & timelines for these reports will be mutually discussed and agreed with NTA as part of SOPs for the exam.	Agreed.
27.	22	4.4 Post-Examination Phase	4.4.14 The selected bidder shall provide adequate information (MIS generation/customized reports) as per the requirement of NTA.	Modalities & timelines for these reports will be mutually discussed and agreed with NTA as part of SOPs for the exam.	Agreed.
28.	23	5. Eligibility	4) Supporting Compliance document: An	The supporting compliance document	Clarified As:

		Criteria/ Pre-requisite	undertaking must be submitted on ₹10 non-judicial stamps duly notarized as per Annexure-X	<p>requested is Annexure X, that needs to be notarized. However, on page no. 58 the heading states that Annexure X to be submitted on Bidder's letter Head.</p> <p>Please confirm if Annexure-X will be accepted on bidder's letter head?</p>	<p>An undertaking must be submitted on Rs. 10 non-judicial stamps duly notarized as per Annexure-X.</p> <p>The clause under Annexure-X "(To be given on Company Letter Head)" may be ignored.</p>
29.	24	6. Bidding process	6.9. The Tender documents must be typewritten without overwriting, cutting, or interpolation. The name and signature of the bidder's authorized representative should appear on each page of the application. All pages of the Tender document must be numbered and submitted as a complete package along with a cover letter on the agency's letterhead.	<p>It is logically difficult for our authorized signatory to sign all the pages of the bid document. Hence, as an organization process, we sign the document using digital signature of authorized signatory for security and ease of operations.</p> <p>The digital signatures are affixed on the last page of the Bid response document along with digital signature on all the annexures and declarations which makes it non- editable.</p> <p>Request you to accept the same in place of signature on each page.</p>	No change, same as proposed.
30.	25	6. Bidding process	6.15 Payment will be made in Indian Rupees only after successful completion of work. No advance payments will be made. The successful bidder must sign an agreement on non-judicial stamp paper, including clauses related to liquidated damages for delays, errors, and cost/time overruns. If the bidder fails to execute the contract, NTA reserves the right to complete the work through another agency, with full cost recovery from the original bidder in addition to any damages and penalties.	<p>Requesting NTA to modify the clause as:</p> <p>Payment will be made in Indian Rupees only after successful completion of work. No advance payments will be made. The successful bidder must sign an agreement on non-judicial stamp paper, including clauses related to liquidated damages for delays, errors, and cost/time overruns. If the bidder fails to execute the contract, NTA reserves the right to complete the work through another agency, with full cost recovery from the original bidder in addition to any damages and penalties.</p>	No change, same as proposed.
31.	28	Evaluation Process	The bidder should provide full support to NTA for evaluation of the exam process and exam software's cyber security which can be audited by any government agency nominated by NTA.	<p>As our solution software is Cert-In certified by Cert-In empaneled auditors. Certificate of the same can be shared with NTA. Hence, additional audit by third party may not be required.</p> <p>We request to modify the clause as below:</p>	<p>Amended As:</p> <p>The bidder should provide full support to NTA for evaluation of the exam process and exam software's cyber security which can be audited by Cert-In empaneled auditors nominated by NTA.</p>

				The bidder should provide full support to NTA for evaluation of the exam process and exam software's cyber security which can be audited by <u>Cert-In empanelled auditors</u> any government agency nominated by NTA.	
32.	34	9.11 Penalty Clause	9.11. Sl. 1 Not providing an adequate number of nodes ₹ 1000 for each candidate not getting his/her choice (04 preferences).	Given the demand supply challenge in the country and need to use safe nodes, it is not practical to comply with this clause. Request NTA to remove this.	No change, same as proposed.
33.	34	9.11 Penalty Clause	Point 2 Beyond 30 minutes to 1 Hour	The relaxation is given for 30 minutes. Given the practical experience of working in complex exam environment and factors beyond reasonable control, we request this clause to change to 1 hour onwards.	No change, same as proposed.
34.	35	9.12 Penalty Clause	9.12 Penalty at rates stated herein above shall be applicable in instances of failure to provide satisfactory examination services, including but not limited to, movement of candidates from test cities made available in the application form and selected by the candidates; delay in start or completion of examination due to poor infrastructure at test Centres/ technical issues; failure of examination software leading to delay in the conduct of examination; post examination data and documents are delayed/lost; infrastructure facilities at test Centres engaged not as per NTA requirement etc. This list is only indicative in nature.	This condition is very subjective in nature. We suggest that this should be mutually discussed at the contracting stage. Subsequently, if NTA levies any penalty then NTA would provide reason, justification and proof for such deduction and each case will be mutually discussed and agreed with the bidder.	No change, same as proposed.
35.	44	ANNEXURE-I - FINANCIAL INFORMATION	II. Please attach – Up to date Income Tax Clearance Certificate	The Income Tax Dept has done away with the practice of issuing tax clearance certificate for the purposes of tenders, vide Circular no. 2/2004 dated 10-Feb-2002. ITR Acknowledgement will be submitted as proof for the same. Please confirm, if it is acceptable.	Agreed.
36.	47	ANNEXURE – IV - PERFORMANCE REPORT	Estimated Cost:	Due to NDA clause with other customers, we can either provide the value/cost of the	Clarified As:

		OF WORKS REFERRED TO IN ANNEXURE II AND ANNEXURE III	Tendered Cost: _____	project or the total number of candidates appear. Hence, we suggest removal of these 2 points from Annexure IV.	The bidders are required to provide the total number of candidates appeared.
37.	48	ANNEXURE – V – Structure of the Organization	8. Have you or your constituent partner(s) been debarred/blacklisted for Tendering in any organization at any time? If so, give details.	Requesting NTA for removal of this clause.	No change, same as proposed.
38.	59	ANNEXURE – IX FINANCIAL BID – IN INDIAN RUPEES FOR ONE/TWO SHIFTS PER DAY	Note: It is expected that a total of about 50 lakh candidates will be tested throughout the year. However, this is an estimated number, and figures may vary. Rates may be different for the Centres outside the Country.	Please clarify whether 50 lakh candidates per year will be considered as minimum guarantee in the contract. There is no format for sharing quotation related to centres outside the country. Request NTA to modify the financial bid accordingly.	Clarified As: There shall be no minimum guarantee of the candidate count. Amended As: Format for sharing quotation related to centres outside the country is added as Table 4 in Annexure-IX and is enclosed as Annexure-B
39.	62	9. Mode of Payment and Penalty Clause / Liquidated Damage:	Note: The rate quoted should be on the assumption that a minimum of 50 lakh candidates' tests will be allotted in a period of 12 months. In case NTA allots more than 50 lakh candidate tests in a calendar year the rate per candidate for the additional ones will be worked out as under: Number of Candidates Applicable Rate 50 lakhs - 75 lakhs - 0.95 QR 75 lakhs - 1 crore - 0.90 QR 1 crore - 1.25 crore - 0.85 QR 1.25 crore - 1.50 crore - 0.80 QR 1.50 crore - 1.75 crore - 0.75 QR 1.75 crore - 2 crore - 0.70 QR 2 crore - 2.25 crore - 0.65 QR 2.25 crore - 2.50 crore - 0.60 QR 2.50 crore - 2.75 crore - 0.55 QR 2.75 crore - 3 crore - 0.50 QR	We suggest the volume discount should be maximum 15% on the Quoted rate, i.e. up to 0.85 QR as there are fixed costs which have to be incurred irrespective of the volume.	No change, same as proposed.
40.	69	ANNEXURE – XIV – SCOPE OF INDEPENDENT AUDIT AND ITS REQUIREMENTS	1) Provide a detailed understanding of the technical architecture, process followed in conducting of exam, data flow, and data understanding to the auditor before the start of the exam.	As the proposed solution is our proprietary product solution and the IPR is owned by us, request NTA to modify/ change in the clause Provide a detailed understanding of the	Amended As: Provide a detailed understanding of the technical process followed in conducting of exam, data flow, and data understanding to

				technical architecture , process followed in conducting of exam, data flow, and data understanding to the auditor before the start of the exam.	the auditor before the start of the exam.
41.	71	ANNEXURE – XV - EXAM SOFTWARE DECLARATION	1. I/We segregate and secure the exam lab network (switch) before the start of the exam by creating VLAN and blocking unwanted ports like DHCP while blocking off peripheral access like USB and storage. KVM, AAMT, ILO, VITULIZATION, etc.	Requesting NTA to modify the clause as: I/We segregate and secure the exam lab network (switch) before the start of the exam by creating <u>separate Physical LAN or</u> VLAN and blocking unwanted ports <u>like</u> DHCP while blocking off peripheral access like USB and storage. KVM, AAMT, ILO, VITULIZATION, etc	Amended As: I/We segregate and secure the exam lab network (switch) before the start of the exam by creating separate physical LAN or VLAN and blocking unwanted ports like DHCP while blocking off peripheral access like USB and storage. KVM, AAMT, ILO, VITULIZATION, etc.
42.		General		Post publishing the Prebid queries clarification by NTA. Request NTA to provide 10 working days of extension to submit the bid.	The deadline for submission of bid documents has been extended by 7 Days i.e., till 13.03.2025 .
43.		General		Our understanding is for Hybrid mode exam i.e. JEE (Main) Paper 2, digital marking will be added in the scope of work of this tender. Post corrigendum for additional scope, we will be sharing our queries related to marking. We suggest NTA to include scanning of answer booklets by cutting the spine and internet-based evaluation as part of their digital marking scope. We request financial format to be modified accordingly to seek the pricing for digital marking of each answer booklet.	Not Agreed.
44.			Tender Submission Date	We request that post release of the Pre-bid Queries response –Vendors be given 7-10 working days to work on the Tender documents –hence to please extend the submission date accordingly in case of a delay in release of the Pre-bid queries Response	The deadline for submission of bid documents has been extended by 7 Days i.e., till 13.03.2025 .
45.			Credit period	The customer shall pay all undisputed invoices within 30 days (or the credit period as negotiated by the business team)	No change, same as proposed.

				from the date of invoice. In case the customer does not pay the undisputed amounts within 30 days (or the credit days agreed), the same shall be constituted as an EVENT OF DEFAULT by customer. A notice of EVENT OF DEFAULT will be issued with a cure period of 15 calendar days (this is to be included only if there is a cure period made available to us for our EVENT OF DEFAULT) and in the event the EVENT OF DEFAULT is not cured within the cure period given, the service provider has a right to terminate the contract without any further notice.	
46.	35		Submission, EMD and Tender fees	<p>1. Currently all Tenders are submitted online on Etenders Sites - request that vendors be allowed to email password encrypted Technical Bids as there are 3 tender submission and this also helps to reduce paper wastage.</p> <p>2. Please confirm that there are no Tender fees?</p> <p>3. We request to please allow bidders to submit a Bid Declaration form instead of the EMD amount</p> <p>4. Additionally request that Bidders be also allowed to submit the EMD as a BG.</p>	<p>Clarified As:</p> <p>1. The bids shall be submitted as per the procedure mentioned in the tender document.</p> <p>2. The tender fee is not applicable for this tender.</p> <p>3. EMD must be submitted along with the bidding documents. Non-submission of the same shall outrightly reject the bid.</p> <p>4. Only DD of an equivalent amount shall be submitted as an EMD for the said tender.</p>
47.	59-62		<p>Financial Bid</p> <p>Note 1: The word 'Node' means the nodes scheduled for the examination excluding buffer nodes.</p>	<p>To avoid ambiguity and provide better clarity -We request confirmation that at all points where Node has been mentioned in the tender this means per Scheduled Candidate, Per Shift.</p> <p>We assume that the Rate quoted will be without Covid Precautions - this would be chargeable extra if incurred</p> <p>We assume that as this is a multi year contract, in the case of the GST amount quoted - any hike in the rate would be accordingly borne by the client</p>	<p>Clarified As:</p> <p>The word "Node" means the scheduled candidate per shift.</p> <p>The rates shall be quoted without COVID precautions.</p> <p>Initially, the contract shall be valid for a period of 1 Year. GST shall be paid as applicable.</p>
48.			Rates may be different for the Centres	As bidder has to use the Tender Fin bid	Query responded above at Point No. 38

			outside the Country.	Format provided - request that the format be changed by NTA to allow Bidders to quote separately for Centers outside the country so that the Rates for within India and outside India reflect clearly	
49.	23		Point 6	We request to please change this to: The bidder must have successfully conducted computer-based exams, in a single day and in a single shift, on pan India basis for at least 1,00,000 candidates in last 5 years	No change, same as proposed.
50.	50		Point 4.2	We request to please change this to: The bidder must have successfully conducted computer-based exams, in a single day and in a single shift, on pan India basis for at least 1,00,000 candidates in last 5 years	No change, same as proposed.
51.	51		Point 5.2	We request to please change this to: Tier IV Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/group of companies Cert-In is an application-based certification and not an Infrastructure based Certification hence we request you to please remove this requirement	No change, same as proposed.
52.	52-54		Point 7 - Exam Software system	For points 7.1 to 7.17 – pl confirm if these criteria points would be assessed and awarded score during the Technical Presentation itself or do Vendors need to give an undertaking in the technical bid to confirm on these points?	Clarified As: The technical evaluation committee will evaluate the bidders Exam Software System and shall give scores as per the observations.
53.	44		Certificate of net worth from Bankers of Bidder.	Certificate of Net Worth is issued by the CA not Bank hence we will be submitting the CA certificate	Amended As: Certificate of net worth duly certified by CA shall be submitted by the bidder.
54.	12	4.2.1. i	At least one Centre in each city must be accessible to differently-abled candidates and must consider the requirements of PwD candidates when providing computers and software	If a PWD friendly venue is not available in a particular city then, proper arrangements would be done to take the candidate to their lab. We assume this will suffice the requirement.	No change, same as proposed.
55.	14	4.2.3. iii	Mock tests should replicate the examination software for the complete examination time with support provided via a toll-free number.	In case government provided software has to be used for the examination then the mock test link to be provided by NTA.	Query responded above at Point No. 10

				<p>Kindly confirm on below points:</p> <ol style="list-style-type: none"> 1. Helpdesk will be set from the date when the mock test is made live for the candidates till end of examination. 2. The helpdesk will be setup in NSEIT HO at Mumbai with STD code 022. 3. Calls to be handled in English and Hindi languages only. 4. Only calling helpdesk to be setup. 	
56.	14	4.2.3. iv	The successful/ selected agency will also collect registration data and develop an interface for candidates for assignment allocation of Question Paper assignments and corresponding responses.	Kindly elaborate on this point for further clarity.	<p>Clarified As:</p> <p>The bidder is not required to give options for candidates to raise objections.</p>
57.	14	4.2.4.iii	Ensure that candidate information is correctly linked to exam Centres, with comprehensive identity verification, attendance tracking, and biometric registration, including Face ID capture (digital photos and thumb/fingerprints) through Aadhaar-based authentication where applicable.	We assume that the AUA details for Aadhaar verification will be provided by NTA.	<p>Clarified As:</p> <p>For Aadhaar Authentication services, the required AUA/ASA License shall be provided by NTA.</p>
58.	15	4.2.4.iv	Practice sessions conducted at specified Centres.	Kindly elaborate on this point.	<p>Clarified As:</p> <p>The practice session here refers to the mock drill that are being conducted before the actual date of the examination.</p>
59.	15	4.2.5.iii	These SOPs and Manuals must be in accordance with the Guidelines IB and SOPs of NTA Police verification/Court Record check for all exam-related Functionaries should be completed within six months prior to the exam.	The background verification / police verification will be done for exam functionaries, but doing it 6 months before exam would be challenging.	No change, same as proposed.
60.	16	4.2.5.v	Separate Private Key for setting up nodes for conduct of examinations will be collected from NTA.	Kindly elaborate on this point.	Query responded above at Point No. 15
61.	19	4.3.3	The bidder must provide NTA with reports to track the test progress at all Centres in real-time	We assume near to real time reports would also suffice this requirement.	No change, same as proposed.
62.	19	4.3.4	Capture attendance through photographs and biometric data (fingerprints) at each candidate's desk. This data must be compared against the allocated seat and	We assume that the candidates photo and biometric needs to be captured during examination and same needs to be matched as well on real time basis. In case	Query responded above at Point No. 21

			reported to NTA in case of discrepancy in real-time before and during the exam.	of any discrepancy found should be highlighted to NTA.	
63.	20	4.4.3	Candidate responses to the question paper must be sent back to the central server (data Centre) from the server of an exam Centre within 30 minutes of the exam's conclusion. These responses should be further transferred to the NTA within 4-6 hours from the end of the shift.	We propose that the data should be transferred to NTA within 4-6 hrs for all the shifts after completion of the examination for the day.	Query responded above at Point No. 23
64.	21	4.4.9	Upload results and other relevant information as per NTA's requirements, keeping them accessible on online portals for at least one year or as specified by NTA.	As the post exam reports are confidential data, request you to confirm if this needs to be made available through online portal or can be given on need basis. The data will be stored with service provider for a period of one year as given in the tender document.	Query responded above at Point No. 24
65.	68	ANNEXURE – XIII	Printing of List of Candidates pdf files (Centre/Shift wise will be provided by NTA)	We assume that the printing of the attendance sheet (center wise / shift wise) will suffice the requirement.	No change, same as proposed.
66.	-	-	Timelines	Will be mutually discussed and agreed upon.	No change, same as proposed.
67.	57	ANNEXURE – VIII	For International Venues	<p>Kindly confirm on the below points:</p> <ol style="list-style-type: none"> 1. We assume that the incase there are challenges in arrangement of venues, appropriate support will be provided by NTA for the same. 2. As these examinations are held at international venues, The test will be conducted in centralized mode as no physical servers are available or sent to the venues. This should suffice the requirement 3. As the examinations are browser based, only the Photos of the candidates will be captured and biometric capturing will be a challenged. 4. CCTV Live streaming for International Venues will not be available and data as well as documentation handover timelines need to be revised. 	<p>Clarified As:</p> <ol style="list-style-type: none"> 1. Agreed. 2. Not Agreed. 3. Not Agreed. 4. Agreed.
68.	11	4.1	The registration system of the candidates shall be provided by the NTA and the bidder's examination platform should be	Request to please elaborate on what kind of integration is expected between registration system and examination	<p>Clarified As:</p> <p>The bidder will be provided the candidate</p>

			integrated with this.	system, request to provide the use cases	details as per the registration/application process by NTA. Subsequently, the responsibility to conduct the examination lies with the bidder.
69.	14	4.2.3 (iv)	The successful/ selected agency will also collect registration data and develop an interface for candidates for assignment allocation of Question Paper assignments and corresponding responses.	Kindly confirm is this a post exam portal for candidates to view their question paper response sheet? Kindly confirm do we also need to give option for candidates to raise objections?	Query responded above at Point No. 56
70.	14	4.2.4 (iii)	Candidates must be authenticated through random machines and seat allocation.	Request to please clarify the requirement of authenticated through random machines as candidate authentication is done via verification desk machines from which candidate will give the exam is only randomly allocated	No change, same as proposed.
71.	18	4.2.8 (i)	The bidder should ensure compliance with all government guidelines, particularly for Aadhaar-based verification of candidates. Any software used must be legitimate and authorized.	1. We assume that for Aadhaar based candidate authentication, AUA and API for authentication will be provided by NTA 2. We assume that Aadhaar based authentication via Finger bio-metric and Iris will suffice the requirement, kindly confirm	Clarified As: 1. For Aadhaar Authentication services, the required AUA/ASA License shall be provided by NTA. 2. The Aadhaar based authentication shall be done via Biometric (Thumbprint)/Iris/Facial Recognition.
72.	16	4.2.5 (i)	Aadhaar-based Biometrics may be captured by a third party / Bidder for all Examination Functionaries including those appointed by the Bidder/NTA/third party.	We assume this is one time activity at the time of onboarding and not daily activity. If understanding is not correct then please elaborate on the requirement	No change, same as proposed.
73.	19	4.3.3	The bidder must provide NTA with reports to track the test progress at all Centres in real-time.	We assume that near real time solution will suffice the requirement, kindly confirm	No change, same as proposed.
74.	19	4.3.4	Capture attendance through photographs and biometric data (fingerprints) at each candidate's desk.	We assume this will be in addition to photograph and bio-metric captured before entering the exam lab, kindly confirm? Kindly also confirm that do we also need verify bio-metric with one captured before exam?	Confirmed.
75.	20	4.4.3	Candidate responses to the question paper must be sent back to the central server (data Centre) from the server of an exam Centre within 30 minutes of the exam's conclusion	There are various external factors which delay the process; So candidate Responses transfer to central server may sometime take 3-4 hours. Hope that will suffice the requirement. Please confirm	No change, same as proposed.
76.	53	7.11	The exam software system should have the	We assume that video is the question and	Confirmed. Length & size of the video may

			capability to add video type questions.	candidate needs to provide response after viewing and listing the video, kindly confirm. Kindly provide the approximate or average length and size of video?	vary.
77.	71	ANNEXURE - XV	I/We segregate and secure the exam lab network (switch) before the start of the exam by creating VLAN and blocking unwanted ports like DHCP	creating our own network via our proprietary OS which allocates random IP, thus exam can be conducted only on created network only, any machine which is from outside the network is blocked, kindly confirm if this will suffice the requirement?	Query responded above at Point No. 41
78.	37	11.4	Performance Guarantee	Request CLIENT to consider the following: i) The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of PBG. ii) The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder. iii) The successful bidder shall be given a cure period of 30 days to rectify the breach. iv) The selected bidder shall only be liable for the work carried on its own accord. In no event shall the selected bidder be liable for invocation of the Performance Guarantee for any recovery of damages, direct losses or additional liability, if incurred due to completion of work by another agency. v) In case of expired Performance Bank Guarantee (PBG) and non release of the same within 15 days of its expiry, the said PBG would deemed to have been released by the beneficiary (Client) and the obligation towards the same will also expire.	No change, same as proposed.
79.	32	9	Penalty Clause	Request CLIENT to consider the following:	No change, same as proposed.

				<p>i) The total cumulative Penalty imposed on the bidder shall not exceed 10% of the total invoice of the particular service of the respective Order for which the penalty arises.</p> <p>ii) CLIENT shall raise its concerns or objections to the Bidder/Service Provider within 30 days of the services provided. CLIENT shall not impose any penalty/ damages on the Service Provider if no objections are raised within the stipulated period.</p> <p>iii) The Bidder shall be given a cure period of 30 days to rectify/remedy any defaults / defects / shortcomings penalty before imposition of any penalty or termination of contract.</p> <p>iv) Any penalty/ damages shall be for proven defaults, solely and directly attributable to the bidder.</p> <p>v) The Penalty/ damages shall be levied only if there is any deviation from the SOP, which, upon the award of the contract, both parties shall prepare in detail for provision of services and which shall form a part of the Agreement.</p> <p>vi) The bidder shall be given an opportunity of making a representation and of personal hearing before final imposition of penalty.</p> <p>vii) An escalation matrix should be mutually decided between both the parties.</p> <p>viii) The service provider shall not be liable for any risks that arise from the work carried out by any other Agency.</p>	
80.	42	19	Force Majeure	Request CLIENT to consider the following:-	No change, same as proposed.

				<p>i) Addition of "Pandemics" as a cause.</p> <p>ii)The party affected by such Force Majeure condition shall to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.</p> <p>ii)If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this Agreement by agreeing to such alternative agreement as may be fair and reasonable.</p>	
81.	37	11.7.	Arbitration clause	<p>Request CLIENT to consider the following:</p> <p>If the dispute between the parties does not resolve mutually, the same shall be submitted to Sole Arbitrator appointed mutually by the parties and the proceedings shall be conducted as per Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Mumbai.</p>	No change, same as proposed.
82.	26	6.25.	Termination	<p>Request CLIENT to consider the following:</p> <p>Each party shall reserve the right to terminate the contract for reason of convenience by giving a written notice of not less than 30 days to the other party.</p>	No change, same as proposed.
83.			Payment	<p>Request CLIENT to consider the following:</p> <p>Payment of all undisputed invoices shall be made by the Client within a stipulated period of thirty (30) days from the date of invoice raised by NSEIT. Any unpaid invoice shall be constituted as Event of Default (EOD) by the Client. A fifteen (15) days written notice of EOD shall be issued by Service Provider to the Client, providing a cure period for the stipulated time. In the event of non-payment of the invoice amount within the cure period, Service</p>	No change, same as proposed.

				Provider shall have the right to terminate the Contract effective immediately, without any further notice.	
84.			Opportunity of Personal Hearing	<p>Request CLIENT to consider the following:</p> <p>The service provider shall be provided an opportunity of personal hearing/ Representation to represent the facts before imposition of any penalty/liability or blacklisting.</p>	No change, same as proposed.
85.			Indemnity and Liability	<p>We suggest the CLIENT to consider including the following clause for Indemnity and Liabilities in the RFP/Agreement: -</p> <p>The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses, and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter-alia by any willful negligence or wrongful act or omission by the Bidder in connection with the services.</p> <p>In no event shall either party be liable under any contract, strict liability, negligence or other legal or equitable theory for any indirect, incidental, special or consequential damages, lost profits, lost data or cost of procurement of substitute goods, technology or services. The total aggregate liability of the Bidder, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Agreement shall be limited to 10% of the total invoice value of the assignment paid to the bidder in respect of that particular work which gives rise to such a liability.</p>	No change, same as proposed.
86.	39	12.10.	Confidentiality	<p>Request the CLIENT to consider the following:</p> <p>Either party shall hold in confidence all</p>	No change, same as proposed.

				confidential information obtained, received from the other and shall not disclose the same to any third party without prior written consent of the other, during the term of this Agreement and for a period of two (2) years from the date of termination and/or expiry of this Agreement. Further, unless prior written consent of the either party is obtained, the other Party shall not use the above-mentioned information for any purpose other than the purpose contemplated under this Agreement.	
87.	41	16	Delays in the Bidder's Performance	Request CLIENT to cap the Liquidated Damages/penalty of the successful bidder at 10% of the Invoice value for the particular service giving rise to such liquidated damages.	No change, same as proposed.
88.	27	6.25.4. & 6.25.5.	<p>6.25.4. In case of termination of the contract, all Bank Drafts furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.</p> <p>6.25.5. In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.</p>	<p>Request CLIENT to consider the following:</p> <p>i) The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of PBG.</p> <p>ii) The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder.</p> <p>iii) The successful bidder shall be given a cure period of 30 days to rectify the breach.</p> <p>iv) The selected bidder shall only be liable for the work carried on its own accord. In no event shall the selected bidder be liable for invocation of the Performance Guarantee for any recovery of damages, direct losses or additional liability, if incurred due to completion of work by another agency.</p> <p>v) In case of expired Performance Bank Guarantee (PBG) and non release of the same within 15 days of its expiry, the said</p>	No change, same as proposed.

				<p>PBG would deemed to have been released by the beneficiary (Client) and the obligation towards the same will also expire.</p> <p>vi) The selected bidder shall only be liable for the work carried on its own accord. In no event shall the selected bidder be liable for invocation of the Performance Guarantee for any recovery of damages, direct losses or additional liability, if incurred due to completion of work by another agency.</p>	
89.	28	6.28.2.	The NTA may engage some other agency for the completion of suspended work, which will be carried out at the cost of the Bidder.	<p>Request the CLIENT to consider the following in addition to the clause: The costs for completion of the work shall not exceed the value of the contract for the examination/service. The service provider shall not be liable for any risks that arise from the work carried out by any other Agency.</p>	No change, same as proposed.
90.	32	9	Mode of Payment and Penalty Clause / Liquidated Damage:	<p>Request CLIENT to consider the following:</p> <p>i) The total cumulative Penalty imposed on the bidder shall not exceed 10% of the total invoice of the particular service of the respective Order for which the penalty arises.</p> <p>ii) CLIENT shall raise its concerns or objections to the Bidder/Service Provider within 30 days of the services provided. CLIENT shall not impose any penalty/ damages on the Service Provider if no objections are raised within the stipulated period.</p> <p>iii) The Bidder shall be given a cure period of 30 days to rectify/remedy any defaults / defects / shortcomings penalty before imposition of any penalty or termination of contract.</p> <p>iv) Any penalty/ damages shall be for proven defaults, solely and directly</p>	No change, same as proposed.

				<p>attributable to the bidder.</p> <p>v) The Penalty/ damages shall be levied only if there is any deviation from the SOP, which, upon the award of the contract, both parties shall prepare in detail for provision of services and which shall form a part of the Agreement.</p> <p>vi) The bidder shall be given an opportunity of making a representation and of personal hearing before final imposition of penalty.</p> <p>vii) An escalation matrix should be mutually decided between both the parties.</p>	
91.	37	11.4.	Performance Guarantee	<p>Request CLIENT to consider the following:</p> <p>i) The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of PBG.</p> <p>ii) The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder.</p> <p>iii) The successful bidder shall be given a cure period of 30 days to rectify the breach.</p> <p>iv) The selected bidder shall only be liable for the work carried on its own accord. In no event shall the selected bidder be liable for invocation of the Performance Guarantee for any recovery of damages, direct losses or additional liability, if incurred due to completion of work by another agency.</p> <p>v) In case of expired Performance Bank Guarantee (PBG) and non release of the same within 15 days of its expiry, the said PBG would deemed to have been released</p>	No change, same as proposed.

				by the beneficiary (Client) and the obligation towards the same will also expire.	
92.	37	11.7.	Arbitration clause	<p>Request CLIENT to consider the following:</p> <p>i) The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of PBG.</p> <p>ii) The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder.</p> <p>iii) The successful bidder shall be given a cure period of 30 days to rectify the breach.</p> <p>iv) The selected bidder shall only be liable for the work carried on its own accord. In no event shall the selected bidder be liable for invocation of the Performance Guarantee for any recovery of damages, direct losses or additional liability, if incurred due to completion of work by another agency.</p> <p>v) In case of expired Performance Bank Guarantee (PBG) and non release of the same within 15 days of its expiry, the said PBG would deemed to have been released by the beneficiary (Client) and the obligation towards the same will also expire.</p>	No change, same as proposed.
93.	42	17	Proprietary rights	<p>Request CLIENT to consider the following:</p> <p>Each Party shall continue to be the owner and hold their respective Intellectual Property Rights. The rights, title and ownership of the IPR shall not be transferred. The source code of the software shall belong to the software provider. Provision of license for the use of the software for the required term can be</p>	No change, same as proposed.

				discussed between all the parties.	
94.				Could you kindly confirm whether the rates quoted in each RFP will be treated separately, or if NTA will consider the lowest rate quoted across all RFPs for empanelment. A clarification on this matter is requested.	Clarified As: All the three tender documents are separate and shall be dealt with separately.
95.		Page No. 12 / 4.2.1	Identification and Setup of Examination Centres In the case, that the NTA sets up its own examination Centres and they get operationalized, the bidder shall use these Centres first. If the bidder cannot provide the required number of nodes in certain cities, NTA may arrange nodes, and the bidder must conduct the exam at these Centres according to agreed roles and responsibilities. In such cases, the payment for infrastructure and staff will be as per rates prescribed in this Tender. However, there shall be a 50% deduction in the remaining payment.	We request clarification on which specific component of the remaining payment this 50% deduction will be applied to.	No change, same as proposed.
96.		Page No. 13 / 4.2.2 (v)	The bidder will have to install IP-based CCTV cameras of 2 megapixels or higher resolution in all the Centres	It may be noted that several examination centers are already equipped with high-resolution analog cameras that meet the required surveillance standards. To achieve better cost efficiency without compromising security, we request the clause to be revised to allow the use of both IP-based and high-resolution Analog Cameras, provided they meet the necessary monitoring and recording requirements.	No change, same as proposed.
97.		Page No. 13 / 4.2.2 (IX)	To organize and provide the required manpower to install the CCTV Colour Cameras at the Examination Centres. Live streaming/ Recording must be with centre code, name, Room No. Date & time.	Please confirm whether the bidder's scope of work includes CCTV recording and live streaming both or only recording data needs to be provided to NTA post examination	Clarified As: The CCTV recording as well as live streaming shall be under the scope of the bidder.
98.		Page No. 15 / 4.2.5 (iii)	Invigilator Ratio One per 15 nodes (minimum 2 per room) for sensitive exams. One (01) per 30 nodes (minimum 2 in a room) for other exams	The clause defines the invigilator ratio as 1 per 15 nodes (minimum 2 per room) for sensitive exams and 1 per 30 nodes (minimum 2 per room) for other exams. We request clarification regarding the classification of Sensitive Exams and Other Exams, including the criteria used to	No change, same as proposed.

				classify an exam as sensitive. This information will help bidders accurately plan resource allocation and ensure compliance with the specified requirements.	
99.		Page No. 16 / 4.2.5 (i)	Aadhaar-based Biometrics may be captured by a third party / Bidder for all Examination Functionaries including those appointed by the Bidder/NTA/third party.	Kindly specify the roles and responsibility of the bidder for providing Aadhaar-based biometric verification. Please confirm whether the bidder is required to handle this process or this will be responsibility of third party	No change, same as proposed.
100.		Page No. 16 / 4.2.5 (v)	Separate Private Key for setting up nodes for conduct of examinations will be collected from NTA.	Request clarification on the purpose and usage of the "Separate Private Key for setting up nodes."	Query responded above at Point No. 15
101.		Page No. 19 / 4.3.4	Collect physical thumb impressions using non-staining inkpads and signatures on physical Attendance Sheets	Please confirm whether the bidder is responsible for arranging the inkless stamp pads, or if these will be provided by NTA.	Clarified As: The bidder shall be responsible for arranging the inkless stamps at each centre for thumb impression on physical attendance sheets.
102.		Page No 22 / 4.4.14 Post-Examination Phase	The selected bidder shall provide adequate information (MIS generation/customized reports) as per the requirement of NTA.	We request detailed clarification on the specific types of reports required, including format, frequency and data points. This information will help ensure accurate planning and compliance with reporting requirements	Clarified As: Any report required by NTA related to the examination.
103.		Page No. 47/ Annexure 5 (8)	Have you or your constituent partner(s) been debarred/blacklisted for Tendering in any organization at any time? If so, give details.	"Kindly change it to "Have you or your constituent partner(s) been debarred as per the clause 1(II) of the Guidelines on Debarment of firms from bidding given by the Department of Expenditure Ministry of Finance Procurement Policy Division dated 2.11.2021 No.F.1/20/2018-PPD as on the last date of bid submission."	No change, same as proposed.
104.		Page No.34 / 9	Requesting addition of sub clause 9.14	Kindly change it to "The said penalties shall be applicable subject to the default being solely attributable to the agency and the same being duly proven. The same shall be subject to Clause 9.8 of the Tender document. "	No change, same as proposed.
105.		Pg 38 / 12.9.	Contract Execution and Performance Security: The successful bidder shall have to sign an agreement on non-judicial stamp paper, incorporating clauses related to	Kindly change it to "Contract Execution and Performance Security: The successful bidder shall have to sign an agreement on non-judicial stamp paper, incorporating	No change, same as proposed.

			<p>liquidated damages for delays, errors, cost overruns, and time overruns. If the bidder fails to execute the contract, NTA shall have the right to complete the work through another agency, with full cost recovery from the bidder, in addition to damages and penalties.</p>	<p>clauses related to liquidated damages for delays, errors, cost overruns, and time overruns. If the bidder fails to execute the contract only on account of reasons attributable to the bidder itself, NTA shall have the right to complete the work through another agency, with full cost recovery from the bidder, in addition to damages and penalties. The same shall be subject to Clause 9.8 of the Tender document."</p>	
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Sl. No.	Page No.	Clause No.	Content of RFP requiring clarification(s)	Points of Clarification/Modification	NTA Response
1.	12	4.2.1. Identification and Setup of Examination Centres:	vi) Centre audit will be conducted about one month before the exams to ensure Centres meet NTA requirements. All Examination Centres must adhere to the norms.	vi) Centre audit will be conducted about one month before the exams to ensure Centres meet NTA requirements. All Examination Centres must adhere to the norms. .	No change, same as proposed.
	18	4.2.8. Special Requirements and Compliance	Non-compliant Centres may be blacklisted. ii) A contingency plan for candidate management and shifting in emergencies must be in place. The Test Centres should meet the minimum quality standards defined by NTA, and any Centre failing to comply may be blacklisted.	Non-compliant Centres may be blacklisted. - ii) A contingency plan for candidate management and shifting in emergencies must be in place. The Test Centres should meet the minimum quality standards defined by NTA and any Centre failing to comply may be blacklisted.	No change, same as proposed.
2.	23-26	6. Bidding process	6.13. Incorrect or misleading information will lead to rejection of their bid. If a bidder deliberately provides incorrect or misleading information or creates circumstances that lead to the acceptance of their bid under false pretenses, NTA reserves the right to reject such bids at any stage and take appropriate administrative action. 6.15. Payment will be made in Indian Rupees only after successful completion of work. No advance payments will be made. The successful bidder must sign an agreement on nonjudicial stamp paper, including clauses related to liquidated damages for delays, errors, and cost/time overruns. If the bidder fails to execute the contract, NTA reserves the right to complete the work through another agency, with full cost recovery from the original bidder in addition to any damages and penalties.	6.13. Incorrect or misleading information will lead to rejection of their bid. If a bidder deliberately provides incorrect or misleading information or creates circumstances that lead to the acceptance of their bid under false pretenses, NTA reserves the right to reject such bids at any stage and take appropriate administrative action. 6.15. Payment will be made in Indian Rupees only after successful completion of work <u>as per prescribed milestone</u> . No advance payments will be made. The successful bidder must sign an agreement on nonjudicial stamp paper, including clauses related to liquidated damages for delays, errors, and cost/time overruns. If the bidder fails to execute the contract, NTA reserves the right to complete the work through another agency, with full cost recovery from the original bidder in addition to claim any damages and	No change, same as proposed.

			<p>6.18. The initial contract period will be for three years, extendable by another (1+1) two years at the discretion of the Competent Authority provided that their services are satisfactory</p>	<p>penalties <u>as per the Agreement</u>.</p> <p>6.18. The initial contract period will be for three years, extendable by another (1+1) two years <u>as mutually agreed between the parties. at the discretion of the Competent Authority provided that their services are satisfactory</u></p>	
3.	26-27	6.25. Termination for Default:	<p>6.25.1. Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 90 days to the other party, terminate the agreement in whole or in part, if: a) The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party. b) The quality of the delivery of various tasks is not up to the satisfaction of the NTA as per the Table under para 9.11. c) The defaulting party fails to perform any other obligation under the agreement.</p> <p>6.25.2. In the event of the NTA terminating the contract in whole or in part, the NTA may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the NTA for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated</p> <p>6.25.4. In case of termination of the contract, all Bank Drafts furnished by the Bidder by way of Bid Security /</p>	<p>6.25.1. Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 90 days to the other party, terminate the agreement in whole or in part, if: a) The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party <u>provided the failure is for the reasons solely and directly attributable to the Bidder</u> . b) The quality of the delivery of various tasks is not <u>up to the satisfaction of the NTA as per the Table under para 9.11 as per the agreed scope</u>. c) The defaulting party fails to perform any other <u>material</u> obligation under the agreement <u>provided the failure is for the reasons solely and directly attributable to the Bidder</u>.</p> <p>6.25.2. In the event of the NTA terminating the contract in whole or in part, the NTA may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, <u>and the Bidder shall be liable to the NTA for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated</u></p> <p><u>6.25.4. In case of termination of the contract, all Bank Drafts furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.</u></p>	<p>No change, same as proposed.</p>

			<p>Performance Security shall stand forfeited.</p> <p>6.25.5. In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency</p>	<p>6.2.5. In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency</p> <p><u>Effect of termination. In the event of termination or expiry of this Agreement, (A) NTA shall (i) forthwith cease to access and/or use any of BIDDER Application Systems and Services Environment; (ii) return to BIDDER any of BIDDER confidential and proprietary information and material in its possession; and (B) BIDDER shall (i) return to NTA all confidential and proprietary information of NTA, (ii) if a third party software license is obtained specifically for the NTA under this Agreement and allows NTA to use such software after termination of this Agreement (as specifically identified in the Agreement), then BIDDER shall transfer such third party software to NTA on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the NTA.</u></p>	
4.	27	6.27. Termination for Insolvency:	<p>The NTA may at any time terminate the contract by giving notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent.</p> <p>In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NTA.</p>	<p>The NTA <u>Either party</u> may at any time terminate the contract by giving notice to the <u>other party Bidder</u> if the <u>Bidder other party</u> becomes bankrupt or otherwise insolvent.</p> <p>In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the <u>either party NTA</u>. <u>NTA shall make the payment for all services provided to it till the date of termination.</u></p>	No change, same as proposed.
5.	28	6.28. Suspension	6.28. The NTA may, after giving a written notice of suspension to the Bidder, and considering the representation, if any,	6.28 The NTA may, after giving a written notice of suspension to the Bidder, and considering the representation, if any,	No change, same as proposed.

			<p>submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:</p> <p><i>a) Shall specify the nature of the failure and</i> <i>b) Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder</i></p> <p>6.28.2. The NTA may engage some other agency for the completion of suspended work, which will be carried out at the cost of the Bidder.</p>	<p>submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder (<u>excluding the payments for the services already delivered</u>), if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:</p> <p><i>a) Shall specify the nature of the failure and</i> <i>b) Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder</i></p> <p>6.28.2. The NTA may engage some other agency for the completion of suspended work, which will be carried out at the cost of the Bidder.</p>	
6.	32	8. Rate Quotation	<p>8.5. The prices/rates quoted shall be fixed throughout the validity of the offer and continue to be valid through the term of the contract and shall not be subject to any variation/revision. All applicable Govt. taxes and increase/revision, if any, shall be payable by the Bidder</p>	<p>8.5. The prices/rates-quoted shall be fixed throughout the validity of the offer and continue to be valid through the term of the contract and shall not be subject to any variation/revision. All applicable Govt. taxes and increase/revision <u>and imposition of new taxes</u>, if any, shall be payable by the <u>NTA. Bidder</u></p>	<p>Amended As:</p> <p>8.5. The prices/rates quoted shall be fixed throughout the validity of the offer and continue to be valid through the term of the contract and shall not be subject to any variation/revision. All applicable Govt. taxes and increase/revision <u>and imposition of new taxes</u>, if any, shall be payable by the <u>NTA. Bidder</u></p>
7.	32-35	9. Mode of Payment and Penalty Clause / Liquidated Damage	<p>9.1. The payment to the service provider shall be made in Indian Rupees (₹) as per the following schedule</p>	<p>9.1. The payment to the service provider shall be made in Indian Rupees (₹) as per the following schedule:</p> <p><u>NTA shall remit payment to Bidder within thirty (30) days from the date of invoice. If any invoice remains unpaid after the aforesaid period, NTA shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services</u></p>	<p>No change, same as proposed.</p>

			<p>9.2. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time overruns, etc. (As detailed in the table in 9.11)</p> <p>9.3. In case of non-fulfillment of the service provider's specific obligation as under the contract, non- fulfillment leads to data loss/ non- compliance with event-based log/ data saving. The service provider shall indemnify NTA to the extent of any loss suffered by NTA as a result of such data loss/ non-compliance with event-based log/ data saving.</p> <p>The total liability of the service provider under any clause of the contract shall be limited to the total amount payable for that particular exam by NTA to the service provider (under the terms of the contract).</p>	<p><u>till such time all the payments due to it under this Agreement have been made by NTA and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any objection to an invoice should be raised by the NTA within 10 days of receipt of an invoice, else an invoice shall be deemed to have been accepted by the NTA.</u></p> <p>9.2. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time overruns, etc. (As detailed in the table in 9.11)</p> <p>9.3. In case of non-fulfillment of the service provider's specific obligation as under the contract non- fulfillment leads to data loss/ non- compliance with event-based log/ data saving. The service provider shall indemnify NTA to the extent of any loss suffered by NTA as a result of such data loss/ non-compliance with event-based log/ data saving.</p> <p>The total liability of the service provider under any clause of the contract shall be limited to the total amount payable for that particular exam by NTA to the service provider (under the terms of the contract).</p> <p><u>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 the NTA for additional costs incurred, if any, as may be mutually agreed upon between the Parties.</u></p>	
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			<p>9.7. In case the Bidder fails to fulfill the obligations as per the terms and conditions of the contract, the NTA may impose the penalty to the extent of 10% of the total payment due for that Computer-Based Examination.</p> <p>9.8. In case of any deficiency of service provided by the Technical Administrators in conducting the "Computer Based Test (CBT) - Examination" at a Test Centre that would lead to unacceptable delay (beyond one hour) in completing the examination, the liability of the service provider shall be limited to twice of total payable by NTA to the service provider for that particular test Centre where the deficiency has been verified and confirmed by NTA. However, under no circumstances the cumulative penalty can exceed 10% of the contract value for that examination</p> <p>9.9. In case the bidder fails to execute the contract for reasons solely attributable</p>	<p><u>Notwithstanding anything contained in the Agreement or any other document, bidder shall not be liable to NTA for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if bidder has been advised of the possibility of such damages.</u></p> <p>9.7. In case the Bidder fails to fulfill the obligations as per the terms and conditions of the contract, the NTA may impose the penalty to the extent of 105% of the total exam value payment due for that Computer-Based Examination.</p> <p>9.8. In case of any deficiency of service provided by the Technical Administrators in conducting the "Computer Based Test (CBT) - Examination" at a Test Centre that would lead to unacceptable delay (beyond one hour) in completing the examination, the liability of the service provider shall be limited to twice-5% of total amount payable by NTA to the service provider for that particular test Centre where the deficiency has been verified and confirmed by NTA and BIDDER. However, under no circumstances the cumulative penalty can exceed 105% of the exam contract value for that examination</p> <p>9.9. In case the bidder fails to execute the contract for reasons solely attributable to the Bidder, the NTA shall have the liberty to get it done through any other agency <u>at its own costs</u>. The aforesaid bidder will lend all support including transfer of data to the new agency appointed by NTA.</p>	
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		<p>to the Bidder, the NTA shall have the liberty to get it done through any other agency. The aforesaid bidder will lend all support including transfer of data to the new agency appointed by NTA.</p> <p>9.10. If the delay adversely affects the conduct of the examination the security deposit/ performance security will be forfeited and other legal action will be initiated as per the terms and conditions of the contract</p> <p>9.12. Penalty at rates stated herein above shall be applicable in instances of failure to provide satisfactory examination services, including but not limited to, movement of candidates from test cities made available in application form and selected by the candidates; delay in start or completion of examination due to poor infrastructure at test Centres/ technical issues; failure of examination software leading to delay in conduct of examination; post examination data and documents are delayed/lost; infrastructure facilities at test Centres engaged not as per NTA requirement etc. This list is only indicative in nature</p> <p>9.13. If the delay adversely affects the conduct of the examination the security deposit/ performance security will be forfeited and other legal action will be initiated as per the terms and conditions of the contract. The NTA may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.</p>	<p>9.10. If the delay adversely affects the conduct of the examination the security deposit/ performance security will be forfeited <u>provided the failure is for the reasons solely and directly attributable to the Bidder that is proven and mutually agreed and other legal action will be initiated as per the terms and conditions of the contract</u></p> <p>9.12. Penalty at rates stated herein above shall be applicable in instances of failure to <u>complete provide satisfactory</u> examination services, including but not limited to, movement of candidates from test cities made available in application form and selected by the candidates; delay in start or completion of examination due to poor infrastructure at test Centres/ technical issues; failure of examination software leading to delay in conduct of examination; post examination data and documents are delayed/lost; infrastructure facilities at test Centres engaged not as per NTA requirement.-etc. This list is only indicative in nature</p> <p>9.13. If the delay adversely affects the conduct of the examination the security deposit/ performance security will be forfeited <u>provided the failure is for the reasons solely and directly attributable to the Bidder that is proven and mutually agreed and other legal action will be initiated as per the terms and conditions of the contract</u>. The NTA may rescind this part of the contract and shall be free to get it done from any other agency <u>at its own costs.-at the risk and cost of the Bidder-</u></p> <p><u>The overall penalty and liquidated damages under all provisions of the contract shall not exceed 5% of the exam value.</u></p>	
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8.	35-36	10. Security Deposit/EMD	10.2. Tenders submitted without EMD will be summarily rejected, and no exemption from EMD will be entertained. The successful bidder will be required to deposit a performance security in the form of a bank guarantee, valid for one year and equal to ten percent (10%) of the total contract value of each project within 15 days from the date of the award.	10.2. Tenders submitted without EMD will be summarily rejected, and no exemption from EMD will be entertained. The successful bidder will be required to deposit a performance security in the form of a bank guarantee, valid for one year and equal to ten percent (10%) of the total contract exam value of each project within 21 15 days from the <u>signing of the contract date of the award.</u>	No change, same as proposed.
9.	37	11. Appointment of Successful Bidder:	<p>11.4. Performance Guarantee:</p> <p>The NTA requires the successful bidder to provide an irrevocable and unconditional Performance Bank Guarantee within 15 days of signing the agreement following the notification of the award. The guarantee must be equivalent to 10% of the total contract value and remain valid for a period of 12 months, covering the duration of the project with an additional claim period of three months after the validity date. It is the responsibility of the successful bidder to extend the validity date and claim period of the Performance Guarantee as necessary due to project delays or an extended warranty period. Should the successful bidder fail to submit the Performance Guarantee within the stipulated timeframe, the NTA may, at its discretion, cancel the contract award without prior notice. The NTA reserves the right to invoke the Performance Guarantee if the vendor fails to fulfill their contractual obligations or if the NTA incurs any loss due to the vendor's non- performance. If the contract is extended on a yearly basis, the Performance Guarantee must also be extended for the corresponding period by the successful bidder.</p>	<p>11.4. Performance Guarantee:</p> <p>The NTA requires the successful bidder to provide an irrevocable and unconditional Performance Bank Guarantee within 15- 21 days of signing the agreement following the notification of the award. The guarantee must be equivalent to 10% of the total contract value and remain valid for a period of 12 months, covering the duration of the project with an additional claim period of three months after the validity date. It is the responsibility of the successful bidder to extend the validity date and claim period of the Performance Guarantee as necessary due to project delays <u>if it is solely and completely attributable to the Bidder or an extended warranty period.</u> Should the successful bidder fail to submit the Performance Guarantee within the stipulated timeframe, the NTA may, at its discretion, cancel the contract award without prior notice. The NTA reserves the right to invoke the Performance Guarantee if the vendor fails to fulfill their contractual obligations <u>provided the failure is for the reasons solely and directly attributable to the bidder or if the NTA incurs any loss due to the vendor's non-performance.</u> If the contract is extended on a yearly basis, the Performance Guarantee must also be extended for the corresponding period by the successful bidder.</p>	No change, same as proposed.

			<p>11.5. Signing of Contract: Once the NTA notifies the successful bidder of the acceptance of their proposal, a formal contract will be executed between the NTA and the successful bidder. This contract will incorporate all clauses, pre-bid clarifications, and the terms and conditions mutually agreed upon by both parties</p> <p>11.7.1. In case of any dispute arising between the Parties, both parties will try to resolve the issue mutually within 20 days of the dispute being raised. In any such case, either party will give notice in writing to the other party indicating the concern, and 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 a case, the matter will be referred to the Director General, the National Testing Agency, for adjudication. The arbitration shall be held in Delhi and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>11.7.3. The venue of the arbitration proceeding shall be the office of NTA, or such other places as the arbitrator may decide.</p>	<p>11.5. Signing of Contract: Once the NTA notifies the successful bidder of the acceptance of their proposal, a formal contract will be executed between the NTA and the successful bidder. This contract will incorporate all clauses, pre-bid clarifications, <u>proposal with suggestions</u> and the terms and conditions mutually agreed upon by both parties</p> <p>11.7.1. In case of any dispute arising between the Parties, both parties will try to resolve the issue mutually within 20 days of the dispute being raised. In any such case, either party will give notice in writing to the other party indicating the concern, and 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 a case, the matter will be referred to the <u>Delhi International Arbitration Centre ("DIAC")</u> .Director General, the National Testing Agency, for adjudication. The arbitration shall be held in Delhi and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>11.7.3. The venue of the arbitration proceeding shall be <u>DIAC centre, Delhi</u> the office of NTA, or such other places as the arbitrator may decide.</p>	
10.	37-38	12. General Instructions:	<p>12.1. Jurisdiction and Governing Law: All disputes arising from this bid document shall be subject to the jurisdiction of the appropriate courts in Delhi, India, and shall be governed by Indian law. NTA reserves the right to award the work or cancel the award without assigning any reason. In case of any differences regarding the bid</p>	<p>12.1. Jurisdiction and Governing Law: All disputes arising from this bid document shall be subject to the jurisdiction of the appropriate courts in Delhi, India, and shall be governed by Indian law. NTA reserves the right to award the work or cancel the award without assigning any reason. In case of any differences regarding the bid</p>	No change, same as proposed.

			<p>document, the decision of NTA shall be final. Initially, the contract will be for a period of three years and may be extended for an additional two years on a year-to-year basis, subject to the satisfactory performance of the bidder.</p> <p>12.2. Contract and Payment Terms: Payments shall be made in Indian Rupees only. The successful bidder must sign an agreement on non- judicial stamp paper that will include clauses related to liquidated damages for delays, errors, cost overruns, and time overruns. If the bidder fails to execute the contract, NTA shall have the right to complete the work through another agency, with full cost recovery from the bidder in addition to damages and penalties.</p> <p>12.9. Contract Execution and Performance Security: The successful bidder shall have to sign an agreement on non-judicial stamp paper, incorporating clauses related to liquidated damages for delays, errors, cost overruns, and time overruns. If the bidder fails to execute the contract, NTA shall have the right to complete the work through another agency, with full cost recovery from the bidder, in addition to damages and penalties</p>	<p>document, the decision of NTA shall be final.Initially, the contract will be for a period of three years and may be extended for an additional two years on a year-to-year basis <u>with mutual consent of the parties</u>, subject to__ the satisfactory performance of the bidder.</p> <p>12.2. Contract and Payment Terms: Payments shall be made in Indian Rupees only. The successful bidder must sign an agreement on non- judicial stamp paper that will include clauses related to liquidated damages for delays. errors, cost overruns, and time overruns, If the bidder fails to execute the mutually agreed contract, NTA shall have the right to complete the work through another agency., with full cost recovery from the bidder in addition to damages and penalties.</p> <p>12.9. Contract Execution and Performance Security: The successful bidder shall have to sign an agreement on non-judicial stamp paper, incorporating clauses related to liquidated damages for delays, errors, cost overruns, and time overruns. If the bidder fails to execute the contract, NTA shall have the right to complete the work through another agency, with full cost recovery from the bidder, in addition to damages and penalties</p>	
11.	39	12.10. Confidentiality Obligations:	<p>12.10.1. The Bidder and their personnel must not disclose any proprietary or confidential information related to the services, agreement, or NTA's business operations during or after the project's implementation without NTA's prior consent. The Bidder is legally responsible for any breach of confidentiality by themselves or their employees.</p> <p>Similarly, the NTA agrees not to disclose or</p>	<p>12.10.1. The Bidder and their personnel must not disclose any proprietary or confidential information related to the services, agreement, or NTA's business operations during or after the project's implementation without NTA's prior consent. <u>This obligation is subject to applicable legal requirements.</u> The Bidder is legally responsible for any breach of confidentiality by themselves or their employees.</p>	No change, same as proposed.

		<p>use any confidential information belonging to the Bidder, such as trade secrets, technical data, research, or business strategies, that may come into the NTA's possession during the project. This obligation is subject to applicable legal requirements.</p>	<p>12.10.2. Similarly, the NTA agrees not to disclose or use any confidential information belonging to the Bidder, such as trade secrets, technical data, research, or business strategies, that may come into the NTA's possession during the project. <u>The NTA is legally responsible for any breach of confidentiality by themselves or their employees.</u></p> <p>This obligation is subject to applicable legal requirements.</p> <p><u>The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.</u></p>	
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12.	41	16. Delays in the Bidder's Performance	16.2. Delay on the part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of the penalty unless an extension of time is agreed upon and cancellation of the contract.	16.2. Delay on the part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of the penalty unless an extension of time is agreed upon and cancellation of the contract. <u>The overall penalty and liquidated damages under all provisions of the contract shall not exceed 5% of the exam value.</u>	No change, same as proposed.
13.	42	17. Proprietary Rights	All rights, title, and interests including the intellectual property rights used by the selected bidder shall exclusively belong to the selected bidder or its licensors ("Bidder Proprietary Material") and NTA does not have any right therein. The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the use of IT Infrastructure and Software, in relation to the subject matter of this tender and shall indemnify NTA against all the losses or claims if any arising out or in consequence thereof. All rights, title, and interests in NTA Data shall always remain with NTA and the selected bidder shall have no right to use NTA Data except upon written authority by NTA.	All rights, title, and interests including the intellectual property rights <u>and Service Environment, and any other material used by BIDDER in the provision of the Services</u> used by the selected bidder shall exclusively belong to the selected bidder or its licensors ("Bidder Proprietary Material") and NTA does not have any right therein. <u>However, BIDDER shall have the right and license to use the Customer Data for R&D and product enhancement purposes. Customer agrees that BIDDER shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by BIDDER shall be on a non-exclusive basis and 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 Customers, either existing or future, and nothing herein shall preclude BIDDER from providing such services or performing such obligations to its other Customers. The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the use of IT Infrastructure and Software, in relation to the subject matter of this tender and shall indemnify NTA against all the losses or claims if any arising out or in consequence of third party IPR infringement claims</u>	No change, same as proposed.

			<p>thereof. All rights, title, and interests in NTA Data shall always remain with NTA and the selected bidder shall have no right to use NTA Data except upon written authority by NTA. <u>Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with NTA's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform NTA of the same); (ii) inclusion in a Deliverable of any content or other materials provided by NTA and the infringement relates to or arises from such NTA materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to NTA if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or NTA's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .</u></p> <p><u>In the event that NTA is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which</u></p>	
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				<p><u>above obligations; and</u></p> <p><u>(iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. NTA warrants that all software, information, data, materials and other assistance provided by it under the agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</u></p>	
14.	42	18.Co-operation and Support Clause	<p>The selected bidder shall extend full cooperation and support to all relevant Government Agencies in furtherance of the services provided under this contract. This includes, but is not limited to, timely provision of necessary information, compliance with requests for documentation, and assistance in any audits, inspections, or evaluations deemed necessary by such agencies. The selected bidder agrees to facilitate the coordination of efforts between government representatives and its own personnel to ensure the successful execution of services and adherence to applicable laws and regulations</p>	<p>The selected bidder shall extend full cooperation and support to all relevant Government Agencies in furtherance of the services provided under this contract. This includes, but is not limited to, timely provision of necessary information, compliance with requests for documentation, and assistance in any audits, inspections, or evaluations deemed necessary by such agencies. The selected bidder agrees to facilitate the coordination of efforts between government representatives and its own personnel to ensure the successful execution of services and adherence to applicable laws and regulations. <u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The cost of such audit shall be borne by the NTA. NTA shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in</u></p>	No change, same as proposed.

				<u>accordance with the service levels, unless the NTA relieves Bidder from meeting the applicable service levels. NTA will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected Bidder and will be bound by confidentiality obligations</u>	
15.	42	19. Force Majeure	Neither party shall be liable for any failure or delay in the performance of its obligation under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake and epidemics, pandemics, quarantine restrictions, elements of nature or acts of God, acts of State, Strikes, act of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantine, embargoes, cyber attacks (including DDocs attacks) and other similar government action (a “ Force Majeure Event”). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days the NTA may, by a written notice to the other Party, terminate this Agreement, without liability	Neither party shall be liable for any failure or delay in the performance of its obligation under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake and epidemics, pandemics, quarantine restrictions, elements of nature or acts of God, acts of State, Strikes, act of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantine, embargoes, cyber attacks (including DDocs attacks) and other similar government action (a “ Force Majeure Event”). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days the NTA may, by a written notice to the other Party, terminate this Agreement, without liability. <u>However Bidder shall be entitled to receive payments for all services rendered by it under the Agreement. Any delay or hinderance in delivery by Bidder as a result of the occurrence of any Force Majeure Event to its suppliers or subcontractors shall be deemed as a Force Majeure Event occurring to Bidder.</u>	No change, same as proposed.
16.	62	Annexure -X	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.	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 <u>subject to suggestions submitted along with the bid proposal,</u> I/we shall abide hereby by the terms/conditions/clauses contained	No change, same as proposed.

			<p>4. I/We hereby unconditionally accept the Tender conditions of the above-mentioned Tender document(s) / corrigendum(s) in its totality/entirety.</p> <p>5. I/We do hereby declare that our Firm has not been blacklisted by any Central/ State Govt. t/ Public Sector Undertaking for any examination- related activity as on the date of submission</p> <p>I/We hereby unconditionally accept that for the conduct of the NTA examination, I/We will abide by the directions/instructions issued by NTA from time to time.</p>	<p>therein.</p> <p>4. I/We hereby unconditionally accept the Tender conditions of the above-mentioned Tender document <u>Subject to suggestions submitted along with the bid proposal</u> (s) / corrigendum(s) in its totality/entirety.</p> <p>5. I/We do hereby declare that <u>to the best of our knowledge</u> our Firm has not been blacklisted by any Central/ State Govt. t/ Public Sector Undertaking for any examination- related activity as on the date of submission</p> <p>I/We hereby unconditionally accept that for the conduct of the NTA examination, I/We will abide by the directions/instructions issued by NTA from time to time <u>relevant to the scope of services to be provided as per RFP</u>.</p>	
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ANNEXURE-B (Supplemented in Annexure-IX of the tender document)
IN INDIAN RUPEES FOR ONE/TWO SHIFTS PER DAY
(For Sections 7 and 8 and other details of the Tender Document)

Table 4: Refers to the scenario where Infrastructure, CBT Platform, Operation, Human Manpower with other services (Biometrics, CCTV & Frisking) will be provided by the bidder OUTSIDE THE COUNTRY.

S. No.	Item	Basic Unit price per candidate (in Rs.) (excluding all taxes)	Basic Unit price per candidate (in Rs.) (including all taxes)
A	B	C	D
1	Cost of Providing & Supporting Platform		
1.1	Operational cost for the Delivery and conduct of Examination in CBT mode.	Composite Cost	
1.2	Server Administrator (One per 250 nodes (minimum 1 in a Centre))		
Total of Sr. No. 1			
2	Cost of venue (per candidate computer node per shift)		
3	Manpower Cost		
3.1	Cost of Venue In-charge (per Centre, per day)	Composite Cost	
3.2	Cost of Deputy Venue In-charge (For more than 250 nodes: one for each additional 250 nodes; (minimum 1 in a Centre))		
3.3	Cost of Invigilator* per shift (One per 15 nodes (minimum 2 per room) for sensitive exams and one per 30 nodes (minimum 2 in a room) for other exams)		
3.4	Support Staff (Minimum One per 100 students) (Suitability needs to be justified with Centres)		
3.5	Security Guards (Minimum One per 50 students for sensitive exams. Minimum One per 100 students) (Suitability needs to be justified with Centres) and locations		
3.6	Peons (Minimum two per 100 candidates)		
Total of Sr. No. 3			
4	Other Services		
4.1	Cost of Biometrics i.e. Biometric registration (capturing of fingerprint, facial image, etc.) including allotment of candidate nodes	Composite Cost	
4.2	Cost of Biometric Authentication (Aadhar based) – Facial and Fingerprint Authentication in addition to 4.1 above.		
4.3	CCTV Surveillance, Monitoring, recording and Live Feed in NTA		
4.4	Cost of Security and Frisking Process		
Total of Sr. No. 4			
Grand Total (S. No. 1 to 4)			

Note: It is expected that a total of about 50 lakh candidates will be tested throughout the year. However, this is an estimated number, and figures may vary.

***Invigilator: Essentially should be Graduate**

(NTA may use any of the services or any combination of other services)