





(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/Less than 50K/Amdt-1

Date: 06-03-2025

To, M/s

SUBJECT: Amendment No. 1 issued against tender Document No.: NTA/2025 dated: - 22-02-2025 for "Conduct of Computer-Based Test (CBT) in Various professional Entrance and Eligibility Examinations (For Candidate count less than 50K)".

References:

1. NIT/ Bid Document No.: NTA/2025/Less than 50K dated: 22-02-2025;

Dear Sir/Madam,

This has with reference to the above-mentioned tender document issued on 22.02.2025 for "Conduct of Computer-Based Test (CBT) in Various professional Entrance and Eligibility Examinations (For Candidate count Less than 50K)". 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 Tender 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 Tender and subsequent amendment remains unchanged.

Thanking You,

For and on behalf of NTA

Procurement National Testing Agency 1st Floor, NSIC-MDBP Bldg. Okhla Phase-III, New Delhi-110020

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



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

ANNEXURE-A

| Sr. No | Pag e No. | Tender Document Reference Number | Content of Tender Doc. for Clarification | Points for Clarifications or Suggestions | NTA Response |
|-----------|-----------------|-------------------------------------|--|--|--|
| 1 | | | 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. |
| 2 | | | Credit period | The customer shall pay all undisputed invoices within 30 days (or the credit period as negotiated by the business team) 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. | No change, same as proposed. |

| 3 | Submission , EMD and Tender fees | 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. Please confirm that there is no Tender fees? We request to please allow bidders to submit a Bid Declaration form instead of the EMD amount Additionally request that Bidders be also allowed to submit the EMD as a BG | Clarified As: 1. The bids shall be submitted as per the procedure mentioned in the tender document. 2. The tender fee is not applicable for this tender. 3. EMD must be submitted along with the bidding documents. Non-submission of the same shall outrightly reject the bid. 4. Only DD of an equivalent amount shall be submitted as an EMD for the said tender. |
|---|--|---|--|
| 4 | Financial Bid Note 1: The word 'Node' means the nodes scheduled for the examination excluding buffer nodes. | 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. We assume that the Rate quoted will be without Covid Precautions - this would be chargeable extra if incurred 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 | Clarified As: The word "Node" means the scheduled candidate per shift. The rates shall be quoted without COVID precautions. Initially, the contract shall be valid for a period of 1 Year. GST shall be paid as applicable. |
| 5 | Rates may be different for the Centres outside the Country. | As bidder has to use the Tender Fin bid Format provided- request that the format be changed by NTA to allow Bidders to quote Seperately for Centers outside the country so that the Rates for within India and outside India reflect clearly | 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 |
|---|-----------|---------|--|---|--|
| 6 | 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 Certin 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. |
| 7 | 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 a 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. |
| 8 | 40 | | 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. |
| 9 | 10 | 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. |

| 10 | 12 | 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. Kinldy confirm on below points: 1. Helpdesk wil be set from the date when the mock test is made live for the candidates till end of examiantion. 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. | Amended As: 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. |
|----|----|-----------|---|---|--|
| 11 | 12 | 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. | Kinldy elaborate on this point for furhter clarity. | Clarified As: The bidder is not required to give options for candidates to raise objections. |
| 12 | 13 | 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. | Clarified As: For Aadhaar Authentication services, the required AUA/ASA License shall be provided by NTA. |
| 13 | 13 | 4.2.4.iv | Practice sessions conducted at specified Centres. | Kindly elaborate on this point. | Clarified As: The practice session here refers to the mock drill that are being conducted before the actual date of the examination. |

| 14 | 13 | 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. |
|----|----|-----------|--|---|--|
| 15 | 14 | 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. | Amended As: v). Separate Encryption Key for setting up nodes for conduct of examinations will be collected from NTA. |
| 16 | 18 | 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. |
| 17 | 18 | 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 reported to NTA in case of discrepancy in real-time before and during the exam. | We assume that the candidates photo and biometric needs to be captured duirng examintion and same needs to be matched as well on real time basis. In case of any discrepancy found should be highlighted to NTA. | Agreed. |
| 18 | 18 | 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. | No change, same as proposed. |
| 19 | 19 | 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. | Amended As: 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. |
|----|----|-----------------|---|---|---|
| 20 | 64 | 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 wsie) will suffice the requirement. | No change, same as proposed. |
| 21 | - | - | Timelines | Will be mutually discussed and agreed upon. | No change, same as proposed. |
| 22 | 54 | ANNEXURE – VIII | For Internationational Venues | Kindly confirm on the below points: 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 severs 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 needs to be revised. | Clarified As: 1. Agreed. 2. Not Agreed. 3. Not Agreed. 4. Agreed. |
| 23 | 10 | 4.1 | The registration system of the candidates shall be provided by the NTA and the bidder's examination platform should be integrated with this. | Request to please ellaborate on what kind of integration is expected between registrtion system and examination system, request to provide the use cases | Clarified As: The bidder will be provided the candidate details as per the |

| 24 | 12 | 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 | Kindly confirm is this a post exam portal for candidates to view there question paper response sheet? Kindly confirm do we also need to give option for | registration/application process by NTA. Subsequently, the responsibility to conduct the examination lies with the bidder. Clarified As: The bidder is not required to give options for candidates to raise |
|----|----|-------------|---|--|--|
| | | | corresponding responses. | candidates to raise objections? | objections. |
| 25 | 13 | 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. |
| 26 | 16 | 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. | We assume that for Aadhaar based candidate authentication, AUA and API for authentication will be provided by NTA We assume that Aadhaar based authentication via Finger bio-metric and Iris will suffice the requirement, kindly confirm | Clarified As: The bidder will be provided the candidate details as per the registration/application process by NTA. Subsequently, the responsibility to conduct the examination lies with the bidder. |
| 27 | 14 | 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 | Clarified As: The bidder is not required to give options for candidates to raise objections. |
| 28 | 18 | 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. |
| 29 | 18 | 4.3.4 | Capture attendance through photographs and biometric data (fingerprints) at each candidate's desk. | We assume this will be in addition to photo graph and bio-metric captured before enterring the exam lab, kindly confirm? Kindly also confirm that do we also need | Confirmed. |

| | | | | verify bio-metric with one captured before exam? | |
|----|----|---------------|---|--|---|
| 30 | 18 | 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 Reponses transfer to central server may sometime take 3-4 hours. Hope that will suffice the requirement. Please confirm | No change, same as proposed. |
| 31 | 53 | 7.11 | The exam software system should have the capability to add video type questions. | We assume that video is the question and candidate needs to provide response after viewing and listing the video, kindly confirm. Kindly provide the approximate or avarage length and size of video? | Confirmed. Length & size of the video may vary. |
| 32 | 70 | 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? | 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. |

| | 33 | 11.4. | Performance Guarantee | Request CLIENT to consider the following: | |
|----|----|-------|-----------------------|--|------------------------------|
| 33 | | | | 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. | No change, same as proposed. |
| | | | | 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. | |

| | <u> </u> | 20 | Denalty Clause | Desweet CLIENT to consider the fallowing | 1 |
|----|----------|----|----------------|--|------------------------------|
| 1 | 9 | 29 | Penalty Clause | Request CLIENT to consider the following: | |
| | | | | 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. | |
| | | | | 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. | |
| | | | | | |
| | | | | iii) The Bidder shall be given a cure period | |
| | | | | of 30 days to rectify/remedy any defaults | |
| 24 | | | | / defects / shortcomings penalty before | |
| 34 | | | | imposition of any penalty or termination | No change, same as proposed. |
| | | | | of contract. | |
| | | | | | |
| | | | | iv) Any penalty/ damages shall be for | |
| | | | | proven defaults, solely and directly | |
| | | | | attributable to the bidder. | |
| | | | | v) The Penalty/ damages shall be levied | |
| 1 | | | | only if there is any deviation from the SOP, | |
| | | | | which, upon the award of the contract, | |
| 1 | | | | both parties shall prepare in detail for | |
| | | | | provision of services and which shall form | |
| 1 | | | | a part of the Agreement. | |
| | | | | | |
| | | | | vi) The bidder shall be given an | |
| | | | | opportunity of making a representation | |
| | | | | and of personal hearing before final | |
| | | | | imposition of penalty. | |

| | vii) An escalation matrix should be mutually decided between both the parties.viii) The service provider shall not be liable for any risks that arise from the work carried out by any other Agency. | |
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| | 39 | 19 | Force Majeure | Request CLIENT to consider the | |
|----|----|------|--------------------|---|------------------------------|
| 35 | 23 | | | i) Addition of "Pandemics" as a cause. 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. | No change, same as proposed. |
| | | | | 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. | |
| 36 | 33 | 11.7 | Arbitration clause | Request CLIENT to consider the following: 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. | No change, same as proposed. |
| 37 | | 6.27 | Termination | Request CLIENT to consider the following: 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. | No change, same as proposed. |

| | Payment | Request CLIENT to consider the following: | |
|----|---------------------------------------|--|------------------------------|
| | l'ayment | Request client to consider the following. | |
| | | 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 | |
| 20 | | Default (EOD) by the Client. A fifteen (15) | No shawaa aawaa aawaaaad |
| 38 | | days written notice of EOD shall be issued | No change, same as proposed. |
| | | 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 | |
| | | Provider shall have the right to terminate | |
| | | the Contract effective immediately, | |
| | | without any further notice. | |
| | On north units, of Demonstral Hooving | | |
| | Opportunity of Personal Hearing | Request CLIENT to consider the following: | |
| | | | |
| | | The service provider shall be provided an | |
| 39 | | opportunity of personal hearing/ | No change, same as proposed. |
| | | Representation to represent the facts | |
| | | before imposition of any penalty/liability | |
| | | or blacklisting. | |

| 40 | | Indemnity and Liability | We suggest the CLIENT to consider including the following clause for Indemnity and Liabilities in the RFP/Agreement: - 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. 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 | No change, same as proposed. |
|----|--|-------------------------|---|------------------------------|
| | | | substitute goods, technology or services. The total aggregate liability of the Bidder, | |
| | | | 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. | |

| 41 | | | | Either party shall hold in confidence all 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 | No change, same as proposed. |
|----|----|----|------------------------------------|---|------------------------------|
| | | | | under this Agreement. | |
| 42 | 38 | 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. |

| | 24 | 6.27.4. & 6.27.5. | In case of termination of contract, all Bank | Request CLIENT to consider the following: | |
|----|----|-------------------|--|--|------------------------------|
| | | | Drafts furnished by the Bidder by way of Bid | | |
| | | | Security/Performance shall stand forfeited. | i) The bidder shall be given an opportunity | |
| | | | | of making a representation and of a | |
| | | | In case of suspension/termination, the Bidder | personal hearing before forfeiture of PBG. | |
| | | | shall be liable to pay compensation for any | | |
| | | | direct loss or additional liability, if incurred | ii) The cause for failure to discharge the | |
| | | | due to completion of work by another | contractual obligation or negligence | |
| | | | | should be directly & solely attributable to | |
| | | | agency. | | |
| | | | | 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 | |
| 43 | | | | for invocation of the Performance | No change, same as proposed. |
| | | | | 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. | |
| | | | | | |
| | | | | 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 | |
| | | | 1 | ion invocation of the renormalice | |

| | | Guarantee for any recovery of damages, | |
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| | | | |
| | | direct losses or additional liability, if | |
| | | incurred due to completion of work by | |
| | | another agency. | |
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| | 25 | 6.30.2. | The NTA may engage some other agency for | Request the CLIENT to consider the | |
|----|----|---------|--|--|------------------------------|
| | | | the completion of suspended work, which | following in addition to the clause: | |
| | | | will be carried out at the cost of the Bidder. | The costs for completion of the work shall | |
| 44 | | | | not exceed the value of the contract for | No shanga sama as proposad |
| 44 | | | | the examination/service. The service | No change, same as proposed. |
| | | | | provider shall not be liable for any risks | |
| | | | | that arise from the work carried out by | |
| | | | | any other Agency. | |

| | 20 | 2 | Made of Development and Developments (Inc. / | Description of the second description of the state | 1 |
|----|----|---|--|--|-------------------------------------|
| | 29 | 9 | Mode of Payment and Penalty Clause / | Request CLIENT to consider the following: | |
| | | | Liquidated Damage: | 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. | |
| | | | | | |
| | | | | 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. | |
| | | | | | |
| | | | | iii) The Bidder shall be given a cure period | |
| | | | | of 30 days to rectify/remedy any defaults | |
| 45 | | | | / defects / shortcomings penalty before | No change, same as proposed. |
| | | | | imposition of any penalty or termination | ···· •·····80, ••··· •• •• •• •• •• |
| | | | | of contract. | |
| | | | | | |
| | | | | iv) Any penalty/ damages shall be for | |
| | | | | proven defaults, solely and directly | |
| | | | | attributable to the bidder. | |
| | | | | | |
| | | | | 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. | |
| | | | | | |
| | | | | vi) The bidder shall be given an | |
| | | | | opportunity of making a representation | |
| | | | | | |
| | | | | and of personal hearing before final | |
| | | | | imposition of penalty. | |

| | | vii) An escalation matrix should be mutually decided between both the parties. | |
|--|--|--|--|
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| | | | |

| | 22 | 11 7 | Arbitration clause | Request CLIENT to consider the following: | |
|----|----|------|--------------------|---|------------------------------|
| 46 | 33 | 11.7 | Arbitration clause | 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 | No change, same as proposed. |
| | | | | 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. | |

| | 38 | 17 | Proprietry rights | Request CLIENT to consider the following: | |
|----|----|---|--|--|------------------------------|
| 47 | | | | 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 discussed between all the parties. | No change, same as proposed. |
| 48 | 21 | Point no. 2 of Prequalification criteria | The Bidder must have authorized and globally accepted software certifications i.e. SEI CMMI Level 3/ Level 5 for Software/Services (CMMI certificate should reflect at cmmiinstitute.com/pars) | There are many authorized organizations who issues the certificate on behalf of CMMI institute. Request you to change the clause as The Bidder must have authorized and globally accepted software certifications i.e. CMMI Level 3/ Level 5 for Software/Services issued by authorized agency (CMMI certificate should reflect at issuing agency website) | No change, same as proposed. |
| 49 | 47 | Point no. 3 of Marking criteria | Bidder's Financial Turnover: The bidder's Average Annual Turnover during the last three financial years should be INR 10 crores or more in India from a Computer-Based Examination (Attach documentary evidence such as audited Balance Sheet/CA certification etc.). Refer to Annexure I. Less than 50 crores 0 Marks, >= 50 Crores and <= 75 Crores 5 Marks, >75 Crores and above 10 Marks | As minimum turnover asked in prequalification is 10 Cr. We request you to kindly start the marking from 15 Cr. Average turnover. | No change, same as proposed. |
| 50 | 21 | 5. Eligibility Criteria/Pre-requisites – 6 | The bidder must have successfully conducted computer-based exams, in a single day in a single session, on pan India basis for at least 10,000 candidates, once in the preceding 2 calendar | We kindly request that the 10,000 candidates be evaluated in a single session across PAN India, taking into account the previous 2 financial years instead last 2 years. | No change, same as proposed. |

| | | | years (year ended on December 2024). | | |
|-----|----|--------------------------------|---|---|------------------------------|
| | | | ,, | Additionally, we suggest to consider the | |
| | | | | financial years, instead of Calendar Years | |
| | | | | as the ITR Filling for the previous financial | |
| | | | | year has been completed. | |
| | 50 | Marking Criteria for Technical | No of Years in Computer Based Test (CBT) | We kindly request a modification of this | |
| | | Evaluation | Less than 3 years = 0 | clause to ensure that it qualifies the most | |
| - 4 | | of Bids – S. No: 4.1 | 3 Years or More = 5 | experienced bidders in the execution of | |
| 51 | | | | Computer Based Tests for the NTA. | No change, same as proposed. |
| | | | | Less than 5 years = 0 | |
| | | | | 5 Years or More = 5 | |
| | 21 | 5. Eligibility Criteria /Pre- | 5) The bidder should have successfully | 5) The bidder should have successfully | |
| 52 | | requisites | conducted CBTs, in a single day in a single | conducted CBTs, in a single day in a single | No change, come as proposed |
| 52 | | | session, on an all-India basis in 50 or more | session, on an all-India basis in 30 or | No change, same as proposed. |
| | | | cities covering at least 10 States. | more cities covering at least 10 States. | |
| | 21 | 5. Eligibility Criteria /Pre- | The bidder should have successfully | We request a revision of this clause from | |
| | | requisites | conducted CBTs, in a single day in a single | 'single shift' to 'number of shifts per day, | |
| 53 | | Pre-qualification Criteria | session, on an all-India basis in 50 or more | and the requirement of '50 cities' be | No change, same as proposed. |
| 55 | | Point No 5 | cities covering at least 10 States. | revised to '30 or more cities, while | No change, same as proposed. |
| | | | | maintaining coverage across at least 10 | |
| | | | | States. | |
| | 47 | ANNEXURE – VII | Bidder's Profile: Overall IT staff strength | We seek a revision of the bidder's IT staff | |
| | | MARKING CRITERIA FOR | (Project Management/Development/Quality | strength criteria to allow wider | |
| | | TECHNICAL EVALUATION OF BIDS | Assurance / Implementation / Operations) | participation while maintaining quality | |
| | | Description of Marking Scheme | 1 - 100 = 0 | standards. | |
| 54 | | Point No. 1 | 101 – 150 = 5 | We propose updating the scoring as | No change, same as proposed. |
| | | | 151 – 250 = 7 | follows: | |
| | | | 251 and above = 10 | 1 – 100 = 5 | |
| | | | | 101 – 200 = 7 | |
| | | | | 200 and above = 10 | |
| | 47 | ANNEXURE – VII MARKING | Bidder's Financial Turnover: The bidder's | We request a change in the financial | |
| | | CRITERIA FOR TECHNICAL | Average Annual Turnover during the last | turnover criteria, | |
| 55 | | EVALUATION OF BIDS | three financial years should be INR 10 crores | The current requirement of a minimum | No change, same as proposed. |
| | | Description of Marking Scheme | or more in India from a Computer-Based | INR 50 crores threshold may exclude | |
| | | Point No. 03 | Examination (Attach documentary evidence | capable bidders. We propose modifying | |
| | | | | the scoring as follows | |

| | | such as audited Balance Sheet/CA | Less than 10 crores = 0 | |
|----|-------------------------|---|--|------------------------------------|
| | | certification etc.). Refer to Annexure I. | >= 10 Crores and <= 25 Crores = 05 | |
| | | Less than 50 crores = 0 | > 25 Crores and above = 10 | |
| | | >= 50 Crores and <= 75 Crores = 05 | | |
| | | > 75 Crores and above = 10 | | |
| | | | Could you kindly confirm whether the | Clarified As: |
| | | | rates quoted in each RFP will be treated | |
| 56 | | | separately, or if NTA will consider the | All the three tender documents are |
| 50 | | | lowest rate quoted across all RFPs for | separate and shall be dealt with |
| | | | empanelment. A clarification on this | separately. |
| | | | matter is requested. | |
| | Page No. 12 / 4.2.1 | Identification and Setup of Examination | We request clarification on which specific | |
| | | Centres In the case, that the NTA sets up its | component of the remaining payment this | |
| | | own examination Centres and they get | 50% deduction will be applied to. | |
| | | operationalized, the bidder shall use these | | |
| | | Centres first. If the bidder cannot provide the | | |
| | | required number of nodes in certain cities, | | |
| 57 | | NTA may arrange nodes, and the bidder must | | No change, same as proposed. |
| | | 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. | | |
| | Page No. 13 / 4.2.2 (v) | The bidder will have to install IP-based CCTV | It may be noted that several examination | |
| | | cameras of 2 megapixels or higher resolution | centers are already equipped with high- | |
| | | in all the Centres | resolution analog cameras that meet the | |
| | | | required surveillance standards. To | |
| | | | achieve better cost efficiency without | |
| 58 | | | compromising security, we request the | No change, same as proposed. |
| 50 | | | clause to be revised to allow the use of | ite change, same as proposed. |
| | | | both IP-based and high-resolution Analog | |
| | | | Cameras, provided they meet the | |
| | | | | |
| | | | necessary monitoring and recording | |
| | | | requirements. | |

| | Page No. 13 / 4.2.2 (IX) | To organize and provide the required | Please confirm whether the bidder's | Clarified As: |
|----|--|--|---|---|
| 59 | | manpower to install the CCTV Colour Cameras at the Examination Centres. Live streaming/ Recording must be with centre code, name, Room No. Date & time. | scope of work includes CCTV recording and live streaming both or only recording data needs to be provided to NTA post examination | The CCTV recording as well as live streaming shall be under the scope of the bidder. |
| 60 | 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 classify an exam as sensitive. This information will help bidders accurately plan resource allocation and ensure compliance with the specified requirements. | No change, same as proposed. |
| 61 | 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. |
| 62 | 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 |
| 63 | 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. |
| 64 | 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 | Clarified As: Any report required by NTA related to the examination. |

| | r – | | | | 1 |
|----|-----|-----------------------------|--|--|------------------------------|
| | | | | accurate planning and compliance with | |
| | | | | reporting requirements | |
| | | Page No. 47/ Annexure 5 (8) | Have you or your constituent partner(s) been | "Kindly change it to "Have you or your | |
| 65 | | | debarred/blacklisted for Tendering in any organization at any time? If so, give details. | 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 | No change, same as proposed. |
| | | | | Ministry of Finance Procurement Policy | |
| | | | | Division dated 2.11.2021 | |
| | | | | No.F.1/20/2018-PPD as on the last date | |
| | | | | of bid submission." | |
| | | 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 | |
| 66 | | | | being solely attributable to the agency | No shawaa aawaa aa wuxuu aad |
| | | | | and the same being duly proven. The | No change, same as proposed. |
| | | | | same shall be subject to Clause 9.8 of the | |
| | | | | Tender document. " | |
| | | Pg 38 / 12.9. | Contract Execution and Performance | Kindly change it to "Contract Execution | |
| | | | Security: The successful bidder shall have to | and Performance Security: The successful | |
| | | | sign an agreement on non-judicial stamp | bidder shall have to sign an agreement on | |
| | | | paper, incorporating clauses related to | non-judicial stamp paper, incorporating | |
| | | | liquidated damages for delays, errors, cost | clauses related to liquidated damages for | |
| 67 | | | overruns, and time overruns. If the bidder | delays, errors, cost overruns, and time | |
| | | | fails to execute the contract, NTA shall have | overruns. If the bidder fails to execute | |
| | | | the right to complete the work through | the contract only on account of reasons | No change, same as proposed. |
| | | | another agency, with full cost recovery from | attributable to the bidder itself, NTA shall | |
| | | | the bidder, in addition to damages and | have the right to complete the work | |
| | | | penalties. | 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." | |

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) |
|--------|---|-------------------|--|--|
| А | В | | С | D |
| 1 | Cost of Providing & Supporting Platform | | | |
| 1.1 | Operational cost for the Delivery and conduct of Examination in CBT mode. | osite st | | |
| 1.2 | Server Administrator (One per 250 nodes) (minimum 1 in a Centre) | Composite Cost | | |
| | Total of Sr. N | lo. 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) | | | |
| 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) | Composite Cost | | |
| 3.4 | Support Staff (Minimum One per 100 students) (Suitability needs to be justified with Centres) | Comp | | |
| 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. N | 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 | | | |
| | Cost of Biometric Authentication (Aadhar based) – Facial and Fingerprint Authentication in addition to 4.1 above. | Composite Cost | | |
| | CCTV Surveillance, Monitoring, recording and Live Feed in NTA | Comp | | |
| 4.4 | Cost of Security and Frisking Process | | | |
| | Total of Sr. N | | | |
| | Grand Total (S. No. 1 | l 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)