

INVITATION FOR EXPRESSION OF INTEREST (EOI)

For the job of establishment of Digital Infrastructure for Online Assessment and Training centres throughout PAN India to assist National Testing Agency in Successful implementation of objectives of New Education Policy 2020



NATIONAL TESTING AGENCY

Excellence in Assessment

NATIONAL TESTING AGENCY

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

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Cost of EOI Form: ₹ 1000/-

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SECTION I: DISCLAIMER

All information contained in this Expression of Interest (EOI) provided/clarified is in good interest and faith. Though adequate care has been taken in the preparation of the EOI document. The interested agencies shall satisfy themselves that the document is complete in all respects.

The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required for formulation of proposals.

National Testing Agency (NTA) reserves the right to reject any or all of the proposals submitted in response to the EOI document at any stage without assigning any reasons whatsoever.

NTA also reserves the right to withhold or withdraw the process at any stage with intimation to all those who have submitted their proposals in response to the EOI. NTA reserves the right to change/ modify/ amend any or all of the provisions of the EOI document without assigning any reason. Any such change would be communicated to the bidders by posting it on the NTA website.

NTA, its employees and associates will have no liability under any law, for any loss which may arise from or be incurred or suffered on account of anything contained in the EOI or otherwise including the accuracy adequacy, correctness completeness or reliability of EOI and any assessment, assumption, statements or information contained therein or deemed to form part of this EOI. The award of the assignment the information and any other information supplied by or on behalf of NTA or their employees and EOI respondent or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of EOI process is confidential to NTA and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

SECTION II: INVITATION FOR EOI

National Testing Agency (NTA) invites EOI from reputed firms or agencies for investment in designing and establishment of Online Assessment, Examination and Training centres throughout PAN India to initiate new ways of assessment using emerging education technologies focusing on 21st century skills.

S. No.	Particulars	Details
1.	Date of issue of EOI document	21 January, 2022
2.	EOI Form / Bid issued by	National Testing Agency (NTA) Delhi
3.	Authorized Officer for Clarifications	Director, NTA
4.	Availability of EOI Form / Bid	EOI documents may be downloaded from NTA website www.nta.ac.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app
5.	EOI Form / Bid ID	EOI/ICT/Infra/NTA/January/2022
6.	Cost of EOI Form / Bid	₹ 1,000/- (Rupees One Thousand Only)
7.	Bid Securing Declaration (BSD)	<ul style="list-style-type: none"> • Bidders shall physically submit Bid Securing Declaration (BSD) in a sealed envelope tiled “EOI for the job of establishment of Digital Infrastructure for Online Assessment and Training centres throughout PAN India to assist National Testing Agency in successful implementation of objectives of New Education Policy 2020” to the NTA Delhi before the bid submission end date. • Scanned copy of BSD also needs to be submitted along with Technical bid. • Bidder has to submit BSD to the NTA official in Hard copy, atleast a day or 24 hours before the closing of Last date/time of Bid Submission. • Receipt of successful submission of BSD has to be uploaded online with the Technical bid. If not complied, bid will not be considered for opening and rejected out-rightly.
8.	Sale of EOI Form/bid	From 21 January, 2022
9.	Pre- Bid Meeting for queries (if any)	At 11:00 AM on 31 January, 2022 Through VC*
10.	Last date for seeking clarification (if any and if required)	Up to 5:00 PM on 30 January, 2022
11.	(a) Last date for submission of Bid	By 2:00 PM of 10 February, 2022
	(b) Opening of Technical bid	On 11 February, 2022 at 3:00 PM at NTA Office, DELHI

*The prospective bidders desirous of attending the pre-bid meeting or sending queries may submit their request through email to genadmin@nta.ac.in with cc to procurement@nta.ac.in A link for attending the pre-bid meeting via Video Conference on MS Teams software will be sent to the interested bidders on receiving their mail id(s). NTA reserves the right to restrict the number of participants from a bidder in public interest.

Sd/-
(Dr. Vineet Joshi)
Director General

SECTION III: INSTRUCTION TO BIDDER

1. About National Testing Agency (NTA)

The Ministry of Education (MoE), Government of India (GOI) has established National Testing Agency (NTA) as an independent autonomous organization under Society Registration Act 1860 for conducting efficient, transparent and international standards tests in order to assess the competency of candidates for admissions to premier higher education institutions.

The NTA conduct various examinations across the country in Computer Based Test (CBT) mode and also in Offline mode i.e., pen and paper exam.

The NTA conducts Entrance examinations through “Computer Based Test (CBT)-Examination in online mode” in approximately 600 examination centers spread all across India.

- i. UGC-NET (twice in a year) – To determine the eligibility for Assistant Professor only or Assistant Professor & Junior Research fellowship both in college and university.
- ii. NEET (once a year) – National Eligibility cum Entrance Test (NEET-UG) for admission to MBBS/BDS Courses in India in Medical/Dental Colleges run with the approval of Medical Council of India/Dental Council of India under the Union Ministry of Health and Family Welfare, Government of India except for the institutions established through an Act of Parliament i.e. AIIMS and JIPMER Puducherry.
- iii. JEE (Main) (twice in a year) – Joint Entrance Examination (Main) for admission to Undergraduate Engineering Programmes in NITs, IITs and other Centrally Funded Technical Institutions etc. The States of Madhya Pradesh, Haryana, Uttarakhand, Nagaland & Odisha shall also have admission through JEE (Main) system. The JEE (Main) will also be an eligibility test for the JEE (Advanced), which the candidate has to take if he/she is aspiring for admission to the undergraduate programmes.
- iv. CMAT – Common Management Admission Test (CMAT) for admission to the colleges that offer MBA and for those which run postgraduate diploma in management programs.
- v. GPAT – Graduate Pharmacy Aptitude Test (GPAT) for admission into the Master’s programme of Pharmacy (M Pharma)

2. Aim and Objective of EOI

National Education Policy (NEP) 2020 has emphasized on integration of ICT in teaching, learning and assessment. This would inter-alia necessitate establishing a large number of examination centres in PAN India that will be equipped with all IT requirements so that whenever there is a requirement for conducting online teaching, learning sessions and examination assessments, these centres can be effortlessly utilized by State and Central Government Examination agencies like NTA, PSC’s, SSC’s etc. During off periods, there will be a provision of fulfilling other objectives such as teacher training and development, access to e-content for various practices, conducting webinars or live discussions, and other ongoing ICT-based educational initiatives through

these centres.

To achieve the objective, individual universities and other Higher Education Institutions (HEI) will be approached to offer area in their campus for the development of new IT infrastructure or to modify the existing one according to their policy.

NTA is looking forward to achieve below objectives and reforms through this project:

- i. Conduction of examination across India in a standardized format and without any scope of malpractice.
- ii. Utilizing these exam centres to execute various other ICT based vocational education courses/programmes listed under NEP 2020.
- iii. Promote and create future-ready IT technology enabled standardized Online Examination centres by investing in infrastructure.
- iv. Utilization of this infrastructure by willing HEIs to offer targeted training in low-expertise tasks for supporting the AI value chain such as data annotation, image classification, speech transcription and many others as per NEP 2020.
- v. Creating of more virtual ICT labs to give remotely located students access to hands-on experiential learning.
- vi. Helping individual willing universities and other HEIs in the field of testing through development of a State of the Art culture of testing in India.

3. Purpose of EOI

Ministry of Education (MoE), Government of India has entrusted National Testing Agency for conducting online testing, assessment throughout India. Presently NTA conducts entrance, recruitment and eligibility examinations for various state & central level departments, colleges, etc. on PAN India basis.

NTA conducts the Computer based examinations in multiple shifts with multiple set of question papers due to limited infrastructure availability as per defined standards for conducting Online examinations.

In present context, NTA envision to set up examination centers for online examination in approximately 600+ districts for estimated candidates approx. 2,00,000 per shift. Presently, candidates from remote areas, need to travel at an average of 150 km from their residence to reach at the examination centers; which is a painful, costly for candidate particularly for the females and the differentially abled candidates.

The objective is to establish minimum 01 Lab or more labs (each of capacity 114 computers) in multiple HEIs. These examination centers will be established respectively at Engineering Colleges, Polytechnic Colleges, ITIs Institutes and Colleges (all government or reputed private) that have adequate infrastructure.

As a part of this initiative, it is envisaged to setup / establish ICT based online exam centers in multiple states/districts spread across the country. NTA intends to complete this work through private partners who will setup / establish ICT based online exam, training centers in the locations decided by NTA designated committee.

The purpose of this EOI is to select a bidder for providing services w.r.t.

- Infrastructure (ICT & Furniture inclusive of electrification, power backup & network cabling),
- Support Manpower to operate and maintain the centers,
- Maintenance of Infrastructure to ensure smooth functioning of online test centre.

The infrastructure provided by agency would be in-line with the detailed Qualitative Requirements (QRs) supplied to top three ranked qualified firms evaluated as part of this EOI and their maintenance needs to be assured till the project tenure.

The ownership of infrastructure will be with the selected agency, however during the project tenure NTA would have sole authority towards its utilization.

4. Bidder's Pre-qualification Criteria

- a) The firm should be a company or a proprietorship or a partnership firm and should be into existence in India for atleast last 5 years.
- b) Consortium, Joint-venture bids are not allowed.
- c) The firm should be ISO 9001, 27001, 20000 certified company/firm.
- d) The firm should have a GST number.
- e) The firm should have a minimum average annual turnover of INR 15 Crores during the last three financial years (FY 2017-18, 2018-19, 2019-20 or FY 2018-19, 2019-20, 2020-21). In case of ITR, BL, PL of FY 2020-21 is not filled yet then CA certified provisional BL & PL should be submitted.
- f) The firm should have experience of 2 different States in India and a project value of INR 5 Crores each for IT related services (Hardware-as-a-service) into Examination related assignment for any State/PSU/Central Govt. bodies in last 5 years as on day of bidding.
- g) The firm should have experience of developing Integrated command control room setup for monitoring Examination assignments from a single location for minimum of 3 different State/Central Govt. bodies in last 5 years as on day of bidding.
- h) The firm should not have been blacklisted by any of Government / Sector organization till award of work order nor should their contract / work order has been cancelled due to non-performance/failure of technology.
- i) Firms found eligible on the basis of supportive documents provided along with their letter for Expression of Interest will be evaluated further on the basis of Technical Scoring Criteria and thereby, top 3 ranked qualified firms will be supplied detailed Qualitative Requirements (QRs) and limited tender will be floated among those firms.
- j) The firm who have been engaged for Exam conduction activities (CBT or OMR or Type-writing or Online assessment based exam) with any State/PSU/Central Govt. bodies in India in last 7 years as on day of bidding through their own-self or any of their consortium partner would not be eligible to

participate in this bid. The firm should submit a Declaration from Firm's Owner against this point on Notary stamp paper of INR 100/-.

- k) The firm selected for this project would not be allowed to engage themselves for Online assessment & Examination conduction activities with any State/Govt. department or PSC or SSC or PSU or any Autonomous body etc. of India through their own-self or any of their consortium partner during the validity of this contract. The firm should submit a Declaration from Firm's Owner against this point on Notary stamp paper of INR 100/-.
- l) NTA may ask eligible firms to make detailed Power Point Presentation of the concept of technology to be used for new ways of assessment using emerging education technologies along with working plan and implementation framework.
- m) The firm who fulfil the eligibility criteria may be asked to give a demonstration of technology, for which intimation will be sent separately.

5. Technical Scoring Criteria

	Technical Parameters	Maximum Score
1	The Bidder's Firm/Company should be into existence for last >= 10 Years (10 marks) >= 7 Years and < 10 Years (5 marks) >= 5 Years and < 7 Years (3 marks)	10
2	Average Annual Turnover of Firm during last three (3) financial years (FY 2017-18, 2018-19, 2019-20 OR FY 2018-19, 2019-20, 2020-21) >= INR 35 Crores (10 marks) >= 20 Crores and < 35 Crores (5 marks) >= 15 Crores and < 20 Crores (3 marks)	10
3	Firm's experience of developing Integrated command control room setup for monitoring Examination assignments from a single location in last 5 years as on day of bidding >= 7 Projects (20 marks) >= 5 and < 6 Projects (10 marks) >= 3 and < 4 Projects (5 marks)	20
4	Firm's experience of carrying out the job of IT related services (Hardware- as-a-service) in a single Examination order in last 5 years as on day of bidding in >= 10 Indian states (10 marks) >= 5 and < 9 Indian States (5 marks) >= 3 and < 5 Indian States (3 marks)	10

5	Firm's experience of carrying out the job of IT related services (Hardware-as-a-service) in a single Examination order in last 5 years as on day of bidding in >= 50 cities (10 marks) >= 35 and < 50 cities (5 marks) >= 15 and < 35 cities (3 marks)	10
6	Firm should have at least 50 technical resources (submit an Undertaking from Firm's Director on Notary stamp paper of INR 100/-) >= 100 resources (10 marks) >= 75 and < 100 resources (5 marks) >= 50 and < 75 resources (3 marks)	10
7	Approach and Methodology Understanding of Requirements (10 marks) Experience on implementation, operational excellence (10 marks) Project Management and implementation Plan (10 marks)	30
TOTAL SCORE		100

6. Evaluation and Comparison of Bids

- a) The firms qualifying the Bidder's Pre-Qualification criteria will be evaluated further on the basis of above mentioned technical parameters / technical scoring criteria.
- b) The firm(s) would be assigned Technical score (Ts) out of a maximum of 100 marks.
- c) The firm scoring minimum 60 marks out of 100 would be will be eligible for Technical ranking.

7. Selection of Bidder's

- a) Technical ranking of firms will be done in decreasing order of marks i.e. Firms with highest technical score will be ranked T1 and so on.
- b) Firms ranked T1, T2 and T3 will be supplied detailed Qualitative Requirements (QRs) and limited tender will be floated among top three ranked firms.

SECTION IV: GENERAL INSTRUCTIONS

1. Important Instructions

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

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

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

3. General Information

The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Bid Security Declaration (BSD) and Cost of EOI Form. The EOI form fee can be in the form of DD or can be remitted in favour of NTA. The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida.

The details are as under:

Account No. 37714486224

IFSC Code SBIN0005222

MICR Code 110002422

Bidder has to submit EOI Fee Demand Draft or receipt of successful submission of EOI form fee & BSD to the NTA Delhi in Hard copy, atleast a day or 24 hours before the closing of Last date/time of Bid Submission. If not complied, bid will not be considered for opening and rejected out rightly.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the EOI forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. EOI made by fax and those received late will not be entertained.

The Responses should be typewritten or (legible) handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the EOI response document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.

Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. NTA may also independently seek information regarding the performance from the clients.

The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after EOI document is submitted, unless NTA calls it for.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The EOI document can be viewed at NTA's web site: www.nta.ac.in. The fee of INR 1,000 (Rupees One Thousand Only) by way of Demand Draft in favor of NTA, Delhi. There is no exemption from payment of EOI document fees and EOI response without requisite fees shall not be accepted. The Hard Copy of original instruments in respect of Cost of EOI document and BSD must be delivered to Director General, NTA at Delhi atleast 24 hours before the time of closing of Last day/time of Bid submission.

Receipt of submission of hard copy of original instruments should be submitted along with Technical bid. Bid will be rejected in case of non-compliance. Late/delayed EOI response shall not be accepted, under any circumstances. The technical bid shall be opened at designated day/time at NTA Office, Delhi in the presence of bidders who may like to be present.

All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Delhi, India alone and shall be governed by the law of India. NTA reserves right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document, if any, the decision of NTA shall be final.

Bidders are neither allowed to join hands to participate in the EOI nor allowed to submit multiple bids. Any

such act will make the bid liable for rejection.

Even though bidders may satisfy the above requirements, they may be disqualified for the following reasons:

- If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the eligibility criteria.
- If bidder is engaged in any activity which can influence the conduct of exam such as conducting of coaching classes etc.
- In such cases, NTA has the right to cancel or modify the EOI document.

4. Submission of EOI response

Interested firms fulfilling the eligibility criteria may forward their expression of interest response along with supportive documents to National Testing Agency, First Floor, NSIC-MDBP Building, Okhla Phase-III, New Delhi-110020 at **Email ID genadmin@nta.ac.in, procurement@nta.ac.in** before the bid submission date / time.

The EOI response shall be submitted, viz., technical bid.

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

The technical bid shall consist of:

- Technical information and documents supporting each point of 'Bidder's Pre-qualification criteria' and 'Technical Scoring criteria' as per Section-III of this document
- Scanned copy of payment of EOI Fee
- Scanned copy of receipt of successful submission of EOI fee and BSD to NTA
- Basic detail of the bidder as per Annexure–A on Bidder's Letter head
- The financial information as per Annexure–B on CA's Letter head
- The Performance Report of works as per Annexure–C on Bidder's Letter head
- Organizational Structure and information as per Annexure–D on Bidder's Letter head
- Duly filled in Annexure–F for assessment of Technical Bid on Bidder's Letter head
- Stamp-Signed and scanned copy of EOI Acceptance Letter as per Annexure–G
- Bid Securing Declaration form as per Annexure–H on Bidder's Letter head

- All the documents should be sequentially numbered and stamp-signed by the authorized signatory of the bidder

5. Processing Norms

NTA and selected bidder acknowledge and agree that the provision of Services under this EOI may require the selected bidder to interact with the customers and suppliers of NTA relating to the Services as special agent for and on behalf of NTA and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided by NTA and agreed by the Parties. The selected bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of selected bidder’s compliance with the Processing Norms. NTA agrees to indemnify, defend and hold Bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney’s fees and expenses, arising out of or resulting from the selected bidder’ compliance with Processing Norms. Further, NTA shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

6. Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, NTA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, NTA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the EOI, including consideration and evaluation of such Bidder’s Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NTA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NTA, shall be

deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of NTA in relation to any matter concerning the Project;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NTA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NTA as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected bidder or NTA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, NTA shall make payment for all the services rendered by the selected bidder till such date of termination of contract.

8. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by the selected

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

9. Limitation of Liability

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by NTA for the Service that gives rise to such liability. The limitation on any Party’s liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder’s application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of NTA to perform any of NTA’s obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge NTA for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

10. Dispute Resolution

All disputes pertaining to the EOI shall fall within the jurisdiction of Delhi only. The Director (Admn.) of the NTA shall be the official by whose designation the NTA may sue or be sued.

In the event of any dispute arising between the parties, the same shall be referred to the Director General, NTA, Delhi, whose decision shall be final and binding on the parties.

11. Integrity Pact

The vendors/ bidders are required to enter into “Integrity Pact” as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with NTA would be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a ‘Non Judicial Stamp paper of Rs.100/-

12. Arbitration Clause

- a) In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Director General, National Testing Agency, for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of the arbitration proceeding shall be the office of NTA, Delhi or such other places as the arbitrator may decide.
- d) The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.

ANNEXURE A
BASIC DETAILS OF THE BIDDER

S. No.	Bidder Details	To be filled by the Bidder or Firm	For use of Technical Evaluation Committee
i.	Name and Address of the Bidder		
ii.	Cost of EOI Form Details		
iii.	BSD Details		
1.	Registered Firm/ Company		
1a.	Date of Registration		
2.	Average Annual Turnover in India during last three financial years		
2a.	2017-18		
2b.	2018-19		
2c.	2019-20		
2d.	2020-21		
3.	Permanent Account Number		
	Quality Certification No.		
	GST Number		
4.	Number of Projects executed as on day of bidding		
5.	Contact Person Name Phone No. Mobile No. Email Id.		

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

Signature of the Bidder with Seal

Name of the Authorized Signatory
Designation
Phone Number
Email ID

ANNEXURE B
FINANCIAL INFORMATION

- I Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years i.e. 2017-18, 2018-19 & 2019-20 and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

Table-1: Total Turnover

S. No.	Details	(1) 2017-18	(2) 2018-19	(3) 2019-20
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Net Worth			

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

(Signature of Chartered Accountant)

Name:

Membership No.:

Date of sign:

Stamp:

ANNEXURE C
Performance Report of Works

(Furnish this information for each individual work done by the bidder for whom the work was executed)

1. Name of Work/Project & Location : _____

2. Owner or Sponsoring Organisation : _____
Address : _____

3. Work Order No. : _____

4. Estimated Cost : _____

5. EOI Cost : _____

6. (A) Date of Start : _____
(b) Stipulated date of completion : _____
(c) Actual date of completion : _____

7. Performance reports/assessment
 - a. Quality of work - Excellent/ Very Good/ Good/ Fair: _____

 - b. Resourcefulness - Excellent/ Very Good/ Good/ Fair: _____

(Signature with date and Seal of Bidder)

ANNEXURE D
STRUCTURE OF THE ORGANIZATION

1. Name and address of bidder: _____

2. (a) Telephone No. : _____
(b) Fax No. : _____
(c) Email address : _____
3. Legal Status (Attach copies of original document defining the legal status).
(a) An Individual : _____
(b) A Proprietary/ agency : _____
(c) A Pvt Ltd or Limited company : _____
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities: (Attach attested photocopy)
(a) Registration Number : _____
(b) Organization/Place of registration: _____
(c) Date of validity : _____
5. Names and titles of Directors & Officers with Designation to be concerned with this work with Designation of individuals authorized to act for the organization:

6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.

7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.

8. Have you or your constituent partner(s) been debarred/black listed for tendering in any organization at any time? If so, give details.

9. Area of specialization and Interest : _____

10. Any other information considered necessary but not included above.

(Signature with date and Seal of Bidder)

ANNEXURE E

(For information only)

Table-1: State wise list (tentative) of Cities in India where NTA could propose creation of Exam centres

STATE	CITY	Code
ANDAMAN & NICOBAR ISLANDS	PORT BLAIR	AN01
ANDHRA PRADESH	ANANTAPUR	AP01
	BAPATLA	AP02
	BHEEMAVARAM	AP03
	CHIRALA	AP04
	CHITTOOR	AP05
	ELURU	AP06
	GUNTUR	AP07
	KADAPA	AP08
	KAKINADA	AP09
	KURNOOL	AP10
	NELLORE	AP11
	ONGOLE	AP12
	RAJAMUNDRY	AP13
	SRIKAKULAM	AP14
	TADEPALLIGUDEM	AP15
	TIRUPATI	AP16
	VIJAYAWADA	AP17
	VISAKHAPATNAM	AP18
	VIZIANAGARAM	AP19
ARUNACHAL PRADESH	ITANAGAR	AL01
	NAHARLAGUN	AL02
ASSAM	DIBRUGARH	AM01
	GUWAHATI	AM02
	JORHAT	AM03
	SILCHAR(ASSAM)	AM04
	TEZPUR	AM05
BIHAR	ARRAH	BR01
	AURANGABAD(BIHAR)	BR02
	BHAGALPUR	BR03
	BIHAR SHARIF	BR04
	DARBHANGA	BR05
	GAYA	BR06
	MUZAFFARPUR	BR07
	PATNA	BR08
	PURNIA	BR09
CHANDIGARH	CHANDIGARH	CH01
CHHATTISGARH	BILASPUR	CG01
	DURG/BHILAI	CG02
	RAIPUR	CG03
DADRA & NAGAR HAVELI	DADRA & NAGAR HAVELI	DN01
DAMAN & DIU	DAMAN	DD01
DELHI/NEW DELHI	DELHI (CENTRAL)	DL01
	DELHI (EAST)	DL02
	DELHI (NORTH)	DL03
	DELHI (SOUTH)	DL04
	DELHI (WEST)	DL05
GOA	PANAJI/MADGAON	GO01
GUJARAT	AHMEDABAD	GJ01
	ANAND	GJ02
	BHAVNAGAR	GJ03
	GANDHINAGAR	GJ04
	GODHRA	GJ05
	JAMNAGAR	GJ06
	JUNAGADH	GJ07
	MEHSANA	GJ08
	PATAN	GJ09

	RAJKOT	GJ10
	SURAT	GJ11
	VADODARA	GJ12
	VALSAD	GJ13
HARYANA	AMBALA	HR01
	BAHADURGARH	HR02
	FARIDABAD	HR03
	GURUGRAM	HR04
	HISSAR	HR05
	KARNAL	HR06
	KURUKSHETRA	HR07
	MURTHAL/SONEPAT	HR08
	PANCHKULA	HR09
	PANIPAT	HR10
HIMACHAL PRADESH	BILASPUR	HP01
	DHARAMSHALA	HP02
	HAMIRPUR(HIMACHAL PRADESH)	HP03
	KANGRA	HP04
	PALAMPUR	HP05
	SHIMLA	HP06
	SOLAN	HP07
JAMMU & KASHMIR	BARAMULLA	JK01
	JAMMU	JK02
	SAMBA	JK03
	SRINAGAR(J & K)	JK04
	UDHAMPUR	JK05
JHARKHAND	BOKARO	JH01
	DHANBAD	JH02
	HAZARIBAGH	JH05
	JAMSHEDPUR	JH03
	RANCHI	JH04
KARNATAKA	BAGALKOT	KK01
	BELGAUM	KK02
	BELLARY	KK03
	BENGALURU	KK04
	BIDAR	KK05
	DAVANGERE	KK06
	DHARWAD	KK07
	GULBARGA	KK08
	HASSAN	KK09
	HUBLI	KK10
	KOLAR	KK11
	MANGALURU	KK12
	MANIPAL	KK13
	MYSURU	KK14
	SHIVAMOGGA	KK15
	TUMAKURU	KK16
	UDUPI	KK17
KERALA	ALAPPUZHA	KL01
	ANGAMALY	KL02
	CHENGANUR	KL03
	ERNAKULAM/KOCHI	KL04
	IDUKKI	KL05
	KANJIRAPPALLY	KL06
	KANNUR	KL07
	KASARAGOD	KL08
	KOLLAM	KL09
	KOTHAMANGALAM	KL10
	KOTTAYAM	KL11
	KOZHICODE	KL12
	MALAPPURAM	KL13
	MOOVATTUPUZHA	KL14
	PALAKKAD	KL15

	PATHANAMTHITTA	KL16
	THIRUVANANTHAPURAM	KL17
	THRISSUR	KL18
LAKSHADWEEP	KAVARATTI	LD01
MADHYA PRADESH	BALAGHAT	MP01
	BETUL	MP02
	BHOPAL	MP03
	CHHATARPUR	MP04
	CHHINDWARA	MP05
	GWALIOR	MP06
	INDORE	MP07
	JABALPUR	MP08
	KHARGONE	MP09
	MANDSAUR	MP10
	REWA	MP11
	SAGAR	MP12
	SATNA	MP13
	SHAHDOL	MP14
	UJJAIN	MP15
	VIDISHA	MP16
MAHARASHTRA	AHMEDNAGAR	MR01
	AKOLA	MR02
	AMRAVATI	MR03
	AURANGABAD(MAHARASHTRA)	MR04
	BEED	MR05
	BHANDARA	MR06
	BHUSAWAL	MR07
	BULDHANA	MR08
	CHANDRAPUR	MR09
	DHULE	MR10
	GADCHIROLI	MR11
	GONDIA	MR12
	JALGAON	MR13
	KOLHAPUR	MR14
	LATUR	MR15
	MUMBAI SUBURBAN	MR16
	MUMBAI	MR17
	NAGPUR	MR18
	NANDED	MR19
	NASHIK	MR20
	NAVI MUMBAI	MR21
	PARBHANI	MR22
	PUNE	MR23
	RAIGAD/ALIBAUG	MR24
	RATNAGIRI	MR25
	SANGLI	MR26
	SATARA	MR27
	SOLAPUR	MR28
	THANE	MR29
	WARDHA	MR30
	WASHIM	MR31
	YAVATMAL	MR32
MANIPUR	IMPHAL	MN01
MEGHALAYA	SHILLONG	MG01
MIZORAM	AIZAWL	MZ01
NAGALAND	DIMAPUR	NL01
	KOHIMA	NL02
ODISHA	ANGUL	OR01
	BALASORE	OR02
	BEHRAMPUR(GANJAM)	OR03
	BHUBANESHWAR	OR04
	CUTTACK	OR05
	DHENKANAL	OR06

	JEYPORE	OR07
	ROURKELA	OR08
	SAMBALPUR	OR09
PUDUCHERRY	PUDUCHERRY	PO01
PUNJAB	AMRITSAR	PB01
	BHATINDA	PB02
	FATEHGARH SAHIB	PB03
	FIROZPUR	PB04
	JALANDHAR	PB05
	LUDHIANA	PB06
	MOHALI	PB07
	PATHANKOT	PB08
	PATIALA	PB09
	PHAGWARA	PB10
	ROPAR	PB11
	SANGRUR	PB12
RAJASTHAN	AJMER	RJ01
	ALWAR	RJ02
	BHARATPUR	RJ03
	BHILWARA	RJ04
	BIKANER	RJ05
	JAIPUR	RJ06
	JODHPUR	RJ07
	KOTA	RJ08
	SIKAR	RJ09
	SRIGANGANAGAR	RJ10
	UDAIPUR	RJ11
SIKKIM	GANGTOK	SM01
TAMIL NADU	CHENNAI	TN01
	COIMBATORE	TN02
	CUDDALORE	TN03
	DINDIGUL	TN04
	KANCHIPURAM	TN05
	KANYAKUMARI	TN06
	KARUR	TN07
	MADURAI	TN08
	NAGARCOIL	TN09
	NAMAKKAL	TN10
	SALEM	TN11
	THANJAVUR	TN12
	THOOTHUKUDI	TN13
	TIRUCHIRAPPALLI	TN14
	TIRUNELVELI	TN15
	TIRUVALLUR	TN16
	TIRUVANNAMALAI	TN17
	VELLORE	TN18
	VILUPPURAM	TN19
	VIRUDHUNAGAR	TN20
TELANGANA	HYDERABAD	TL01
	KARIMNAGAR	TL02
	KHAMMAM	TL03
	MAHBUBNAGAR	TL04
	NALGONDA	TL05
	RANGA REDDY	TL06
	WARANGAL	TL07
TRIPURA	AGARTALA	TA01
UTTAR PRADESH	AGRA	UP01
	ALIGARH	UP02
	ALLAHABAD	UP03
	BAREILLY	UP04
	BULANDSHAHR	UP05
	FAIZABAD	UP06
	GHAZIABAD	UP07

	GORAKHPUR	UP08
	JHANSI	UP09
	KANPUR	UP10
	LUCKNOW	UP11
	MATHURA	UP12
	MEERUT	UP13
	MORADABAD	UP14
	MUZAFFARNAGAR	UP15
	NOIDA/GREATER NOIDA	UP16
	RAEBARELI	UP17
	SAHARANPUR	UP18
	SITAPUR	UP19
	VARANASI	UP20
UTTARAKHAND	DEHRADUN	UK01
	HALDWANI	UK02
	HARIDWAR	UK03
	NAINITAL	UK04
	PANTNAGAR	UK05
	ROORKEE	UK06
	SRINAGAR(UTTARAKHAND)	UK07
WEST BENGAL	ASANSOL	WB01
	BURDWAN	WB02
	DARJEELING	WB03
	DURGAPUR	WB04
	HALDIA	WB05
	HOOGLY	WB06
	HOWRAH	WB07
	KALYANI	WB08
	KHARAGPUR	WB09
	KOLKATA	WB10
	NORTH 24 PARGANAS	WB11
	SILIGURI	WB12

Note: Actual number of cities may increase/decrease based on the number of applicants.

ANNEXURE F
TECHNICAL BID FORM

The cost of the EOI document is being remitted through Demand Draft/RTGS/NEFT No. dated for Rs. -
in favour of the Director General, National Testing Agency, Delhi.

Sl. No.	Particulars	Information to be furnished by the firm/agency along with documentary proof
1	Name of the firm/Agency with Complete Address, Phone nos., Mobile nos. & email IDs.	
2	Year of incorporation of the Firm (Copy be enclosed)	
3	GST Registration No./PAN No. (Copy be enclosed)	
4	Total Experience (copies to be enclosed)	
5	Annual Turnover(Financial year) duly certified by a Chartered Accountants firm 2017-18 2018-19 2019-20	
6	Details of cost of EOI document	
7	Details of BSD	

(Signature with date and Seal of Bidder)

ANNEXURE G
EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of EOI.

EOI Reference No: _____

Name of EOI / Work: -

Dear Sir,

1. I / We have downloaded / obtained the EOI document(s) for the above mentioned 'EOI/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the EOI documents from Page No. ___ to ___ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the EOI conditions of above mentioned EOI document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE H
BID SECURING DECLARATION FORM

Bid No.: _____ Dated _____

To,

The _____

Delhi

Respected Sir,

We, the undersigned, declare that:

We, M/s. _____ (herein referred as vendor) understand that, according to bid Clause No. _____, bids may be supported with a Bid Securing Declaration, Vendor render the declaration that:-

The Vendor will automatically be suspended from being eligible for bidding in any contract with the NTA Delhi (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions: -

- a) If a Bidder withdraws the proposal after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Vendor understands that this declaration shall expire if Vendor is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____