

COUNCIL OF ARCHITECTURE

Ref. No.CA/NATA/2023

November 28, 2022

TENDER DOCUMENT – NATA 2023

Sealed bids (Technical and Financial) are invited from reputed Service Providers adequately equipped with related infrastructure including latest software and web-based technologies for conduct of online National Aptitude Test in Architecture (NATA 2023) on behalf of Council of Architecture (CoA), to meet the following requirements: -

INTRODUCTION :

The Council of Architecture, a statutory authority of Government of India has been setup under a Special Act of Parliament i.e. Architects Act, 1972 to regulate architectural education as well as practice all over India apart from registering the architect on national basis.

National Aptitude Test in Architecture (NATA) is a National level examination being conducted by Council since 2006 for admission to 1st year of 5 Year B. Arch Course in the CoA recognised & approved institutions throughout the country. NATA-2023 examination is proposed to be conducted online thrice in 2 sessions in the year 2023 during the months March to July on an all-India basis and also at select international cities. About 50,000 candidates are expected to appear for the tests in a single sitting.

NATA 2023 will be conducted as a comprehensive Computer Based Aptitude test at the Council allotted centers in identified cities in the country. NATA measures the aptitude of the applicant for specific field of study, i.e. Architecture, through assessment of cognitive skills, visual perception and aesthetic sensitivity tests, logical reasoning and critical thinking ability, etc., besides the learning that the candidate has acquired over the past few years and is related to the specific field of study.

NATA is proposed to be conducted as a computer-based examination thrice a year in two sessions each having a duration of 3 Hrs. NATA will comprise of questions that could be of the Multiple-Choice type (MCQ), Multiple Select type (MSQ), Preferential Choice type (PCQ) and Numerical Answer type (NAQ) and Match the following type (MFQ). The medium of Aptitude test will be English though some questions will be in regional languages also.

The aptitude of the candidate will be assessed using Diagrammatic Reasoning, Numerical Reasoning, Verbal Reasoning, Inductive Reasoning, Situational Judgment, Logical Reasoning, Abstract Reasoning etc. Questions could be asked in various topics that assess candidates on basic concepts in mathematics, physics and geometry, language and interpretation, elements and principles of design, aesthetic sensitivity, colour theory, lateral thinking and logical reasoning, visual perception and cognition, graphics and imagery, building anatomy and architectural vocabulary, basic techniques of building construction and knowledge of material, general knowledge and current affairs, etc. and may not be limited to those outlined.

1. SCOPE OF WORK

The entire scope of work for NATA-2023 is divided into two parts:

PART-I REGISTRATION FOR NATA-2023:

i.	<p>To design, develop and maintain NATA Website and Web application so as to facilitate online Registration of candidates intending to apply for NATA-2023. Registration of the application shall consist of three parts:</p> <p>a) Design & development of online Application Form for NATA. b) Design & development of interface for uploading scanned images. c) Design, development and Integration of EPG services for Payment of fees through authorized bankers of Council.</p> <p>Note : The software shall allow the candidates to register themselves for NATA-2023 by filling up an online form. At the time of registration, it shall capture the following details:</p> <ul style="list-style-type: none"> - Personal Particulars and Details of the candidate as per Standard X/XII exam mark sheets based on the format provided by the Council. - Photograph, Signature of the candidate and Standard X exam mark sheet to a specified resolution. - Candidates appearing for XII shall be eligible to apply subject to fulfilling eligibility criteria for admission.
ii.	<p>Design and Development of “Confirmation Page” that shall be generated after completion of above steps. Design & development of online Interface for re-printing of Confirmation Page.</p>
iii.	<p>Design & development of online Interface for editing/correction of Application Data and uploaded images shall be accessible to the candidates for a limited period of 7 days after the last date of Application.</p>
iv.	<p>Identification of Test centers in India and selected international cities with the approval of the Council and online allocation of candidates to identified Test centres with provision for change of centre, on request with valid reasons.</p> <p>Selection of Centres by the service provider shall be subject to approval of the Council of Architecture. In case any centre is not found at par with the criteria specified by the Council, the service provider shall be liable to change / replace the centre immediately as per the standards / norms of the Council.</p>
v.	<p>Design, development and hosting of e-Admit Card and provision for downloading by candidates based on authentication.</p>

vi.	Hosting of sample question papers for the reference of candidates, as may be specified by the Council.
vii.	Computation of results and online display/ hosting of results on NATA Website with provision of downloading by the candidates and communication through Email & SMS to Candidates.
viii.	Provision for verification of the NATA results by the concerned Institutions and authorities.
ix.	Integration of SMS and E-mail services for circulation of information pertaining to NATA/ stage wise information to the concerned candidates.
x.	Online Administrative module for CoA and MIS Reports on various functions/activities related to NATA-2023 to be used by authorized persons.
xi.	To generate online statistical, accounting and financial reports related to various activities concerning the conduct of NATA, which shall include weekly NATA 2023 application settlement reports.
xii.	To develop and / or provide technical support for any process, as may be required, in the conduct of NATA 2023.
xiii.	Transfer of Registration database, records, data and binary Images pertaining to the applicants to CoA for further usages, as may be necessary.
xiv.	To provide NATA help-desk with online/telephonic/email support and dedicated staff for the queries, if any, raised by the candidates pertaining to NATA registration, payment, examination centres, publication of results etc.

PART-II CONDUCT OF TEST & EVALUATION:

i.	Service Provider shall arrange, at its own cost, Test Centres (equipped with computers for online test) and having related infrastructure required for the exam along with Centre In-charge, examiners and support staff at various cities throughout the country as per the need and requirement for conducting examination on single day (twice a year). The tests shall be conducted in around 150 cities in India and also at Dubai, Kuwait, Saudi Arabia, Bahrain, Oman and Muscat etc.
ii.	Making availability of software for conducting online tests i.e. NATA 2023 as per requirements of the CoA.

iii	<p>The Service Provider shall prepare list of candidates allotted to various test centres and forward the same to the Centre in-charge of test centre in advance for making necessary arrangements for the tests.</p> <p>On the day of test, Service Provider shall facilitate the entry of candidates at various test centres after verifying the credentials of the candidates on the e- Admit card and using biometrics duly following COVID 19 protocols (if required and applicable) of the concerned authorities.</p> <p>On the day of examination, question paper shall be shared by the Council to Service Provider to be made available at various NATA centres online. The Test Centres will be required to share the question paper to candidates on computers on local LAN. Facility for online downloading of the question papers at various NATA centres shall be provided by the Service Provider. After the question papers are downloaded, test should be conducted through the local server of the NATA centre. The software shall record online responses from candidates.</p>
iv	<p>After the exam, the service provider shall arrange for collection of the attendance sheets and other records from various test centers and forward to COA at its own cost.</p>
v.	<p>The Service Provider shall facilitate the Observers appointed by the Council, as the need may be, at various Test centres to oversee the conduct of Mock test and NATA examination and shall also make appropriate provision in its software for allocating statewide/ citywise examination centre to the observers and for submission of their report.</p>
vi.	<p>The Service provider shall make provision for online evaluation of the answer responses of the candidates by the evaluators appointed by the Council, in case required before the declaration of results.</p>
vii.	<p>The scores for NATA Examination shall be generated online by the system. Candidates opting to appear in more than one test will be issued separate score card for each attempt. The score card issued shall contain the marks secured in the previous attempts, if any. In case a candidate appears for 2 Tests, the best of 2 scores shall be the valid score but in case a candidate appears for all 3 tests, valid score shall be average of 2 best scores out of 3. Final result with consolidated scores shall be generated based on moderation process, if required, as may be decided by Council.</p>
viii	<p>The Service Provider shall be required to display the answer key to the candidates in their login accounts, before the declaration of result, for a specified period as may be prescribed by the Council.</p>

ix.	The Service Provider shall provide a separate link/ page on the website for verification of NATA score for use of general public, institutions and admission authorities.
x.	The Service Provider shall provide window/option to candidates for viewing their answer sheets/responses on payment as may be determined by the Council for a specified period.
xi.	The Service Provider shall make online provision for sending intimation through E-mail/ SMS to the concerned candidate pertaining to NATA-2023.
xii.	The Service Provider shall provide online Administrative module for CoA and MIS Reports for various functions related to NATA-2023 to be used by authorized persons.
xiii.	The provision to download the NATA 2023 Score Card shall be made available to the candidates online for a period of 90 days from the date of publishing the result; after which provision shall be made for the generation of NATA Score Card on payment of the prescribed fee by Candidates.
xiv.	To generate online statistical, accounting and financial reports related to various activities in conduct of NATA and to provide any other record, information, data as may be required for official use and RTI queries etc.
xv.	To develop and / or provide technical support for any process, as may be required, in the conduct of NATA.
xvi.	Transfer of NATA Result & candidates' database, records, reports & statistics to CoA for further action at its end.

2. **OTHER REQUIREMENTS:**

- i. Hosting the software on dedicated server(s) for NATA. i.e. the server is not to be shared with any other user / client. The Server(s) shall be highly secured with sufficient bandwidth and processing power to handle at-least 80,000 examinees including graphic data. Minimum requirements for Test Centre are as under:

- Server PC of 4 GB RAM & i3 Processor
- Windows 7 & above with service pack 1
- Server sizing is 100:1
- Invigilator ratio is 1:30
- IT Person ratio is 1:100
- Proper drinking water facility/ arrangement for water bottles

- Clean & hygienic wash-room facility should be provided duly following Covid 19 Protocols
 - 15 % Buffer PC should be available
 - Work Station with Partition
 - Power Backup with UPS & DG
 - All PC must be connected through Single LAN
 - Providing rough sheets to Candidates
- ii. Monitor, coordinate and video record all the exams conducted at all Test centers using a centralized video surveillance system. Video Feed Recordings of the same shall be handed over to the Council after the examination within 7 days of the conduct of exam.
 - iii. Provide Telephonic / onsite support with dedicated staff to candidates, test centers and evaluators for all technical problems during conduct of NATA.
 - iv. Managing, taking, maintaining daily backup of the database on the server.
 - v. The Service Provider shall bear the cost of servers, internet services, software & firewalls, manpower and any related expenditure to be incurred on Test Centres etc.
 - vi. All the advisories/guidelines/precautions issued by the Central/State Government and the Council of Architecture for containment of Pandemic of Covid-19 and social distancing Norms shall be followed by the Service Provider during the conduct of NATA.

3. OTHER TERMS AND CONDITIONS:

The Service Provider must also satisfy the following conditions:

- a) Service Provider firm/company shall be based and registered in India. Proof of the same to be included in Technical bid.
- b) Service Provider must have successfully conducted similar online examination(s) in the past with at least 1 online examination conducted in last 3 years for a minimum of 30,000 candidates in a single batch with a minimum of 150 cities in India & select international cities and with excellent track record. The relevant Certificates in this regard shall be submitted in the Technical bid. A proposed list of national/international Test centres meeting the minimum requirements and infrastructure details along with addresses should also be submitted.
- c) The CV and experience of the firm and / or key persons who would be handling the project shall be enclosed in the Technical bid. The Service Provider shall also identify a Coordinator from its side dedicated only for NATA 2023, who will be answerable to the Council at all times till the completion of the examination process.

- d) Service Provider shall submit the financial bid for NATA Examination separately in sealed envelope superscribing the envelope as “**FINANCIAL BID**”. Rate per candidate registered for NATA may be quoted. GST, if applicable, may also be specified.
- e) The Service Provider shall deposit an amount of Rs.3,00,000/- (Rupees Three lakh only) as Earnest Money in form of the Demand Draft or Banker’s Cheque from any Scheduled bank, drawn in favor of Council of Architecture, payable at New Delhi and forward the same along with the **Financial and Technical Bids. Bids that are not accompanied by the requisite Earnest Money shall not be considered and liable for outright rejection.** The Earnest Money of the unsuccessful bidder shall be returned within 30 days from the date of award of Work Order to successful bidder. The Earnest Money shall not bear any interest.
- f) On qualifying through the technical bid, the Work Order shall ordinarily be awarded to the lowest bidder, whose bid has been found to be complete in all respects. However, the lowest bid is not the sole consideration for award of contract.
- g) Successful Bidder would be intimated by a formal letter of Acceptance. The Successful bidder, within 07 days of the receipt of formal acceptance letter, shall execute an Agreement with the Council of Architecture in the prescribed form on a non-judicial stamp paper of Rs.100/-. A sample agreement is attached at **Annexure I**.
- h) The successful bidder within 07 days of the receipt of formal acceptance letter, shall be required to deposit a sum equivalent to Rs. 5,00,000/- (Rupees Five lakh only) as Performance Security Deposit which shall be valid for a period of 6 months or till the completion of work, whichever is earlier.
- i) Subject to the conditions mentioned above, the Earnest Money Deposit of the successful bidder shall be refunded without interest within 15 days of the deposit of the Performance Security Deposit.
- j) The Council of Architecture reserves its right not to accept the lowest bidder and shall be at liberty to reject any or all Bids without assigning any reason whatsoever.
- k) Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their bid rejected outright.
- l) Service Provider must undertake the oath of secrecy and not share any data / procedures related to NATA with any person or organization other than authorized persons from Council of Architecture, during the examination and also during the period of contract with the Council and even after termination of contract.

- m) Service Provider must complete the task within the time frame as prescribed by the Council and abide by the terms & conditions stipulated by the Council. The Service Provider shall be paid after successful conduct of each NATA Test. In case of any deficient services, the Service Provider may be liable for penalty/ damages, as determined by the Council.
- n) The Service Provider shall at all times have adequate manpower to handle all the tasks associated with the project during the period of contract.
- o) Submission of the bid by a bidder shall be taken to signify his acceptance of the above term and conditions. Alterations, overwriting or erasing of any terms and conditions is not permitted. In case of such overwriting/alterations, the same shall be freshly written, certified and authenticated.
- p) If any Bidder withdraws Bid after opening of the Tenders or expresses inability to perform the contract after acceptance of Bid by the CoA or makes any modifications in the terms and conditions of the Bid / offer which are not acceptable to the Council of Architecture, then the Council of Architecture shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit / Performance Security Deposit, as the case may be.
- q) The Service Provider shall submit a signed copy of the Tender Document in agreement with the Technical bid.
- r) The Service Providers shall be required to submit **two sealed bids, one for technical and another for financial bid** (in two separate envelopes). The envelope for Financial Bid should not contain any documents or Demand Draft etc, except for the financial bid.

The bidder shall put these two sealed envelopes in a bigger envelope duly sealed, superscribed "**TENDER FOR NATA 2023**" in large font in bold and submit the same to the office of the Council by **15.00 hours of December 28, 2022**. Standard formats may be used for submitting technical and financial bids.

The technical bids would be evaluated by a Committee constituted by the Council which may accept or reject the same based on the terms & conditions as specified in the tender document. The financial bids of only those bidders, who have been technically qualified by the said committee, shall be opened for further analysis and action in selecting the successful bidder for award of contract.

- s) Tender awarded to the successful bidder may be extended by one more year by the Council, subject to satisfactory performance of the Service Provider in the conduct of NATA for the first year.

- t) Any disputes arising out of contract / agreement shall be subject to the jurisdiction of Delhi courts.

Registrar
Council of Architecture

Annexure I

SAMPLE AGREEMENT
(To be executed on a non-judicial stamp paper of Rs.100/-)

SERVICES AGREEMENT

This Services agreement ("the Agreement") is made on this _____ ("Effective Date")

BY AND BETWEEN

Council of Architecture, a Statutory body of Government of India set up under the Architects Act, 1972, having its office at Core-6A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi - 110003, represented by _____ (hereinafter referred to as the "**Client**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest and permitted assigns) of the ONE PART

AND

<Service Provider>, a company incorporated under the Companies Act, having its registered office at <Address of Service Provider> (hereinafter referred to as the "**Service Provider**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest and permitted assigns) of the OTHER PART

(The Service Provider and the Client shall hereinafter individually referred to as "Party" and collectively as "Parties")

WHEREAS

A. The Service Provider is in the business of providing the Services for conduct of Examinations all over the country and has the skills, qualification and expertise required to perform the Services.

B. The Client, based upon the technical and financial bids received from the Service Provider in response to Tender Reference No _____, has selected and decided to engage the Service Provider to provide the Services for conduct of National Aptitude test in Architecture (NATA – 2023) for the year 2023 and the Service Provider has agreed to do the same.

C. Pursuant to the above, the Parties seek to enter into this Agreement to confirm and record the terms and conditions on which the Service Provider shall provide the Services to the Client and other agreements in connection therewith.

1. DEFINITIONS AND INTERPRETATION

(a) "GST" means Goods and services tax under the Goods and Services Tax Act, 2017;

(b) "Services" mean the services referred to as follows:

To provide comprehensive services for conduct of NATA for the year 2023 (NATA 2023) as per the services & requirements enlisted in the Tender Reference No. _____ and Work Order dated _____ hereto (Annexure-1) and all other services that are incidental or ancillary thereto;

(f) "Term" means the period during which the Service Provider has provided / shall provide Services in terms of this Agreement which shall be the period as specified in Clause on (Term and Termination) of this Agreement.

(c) Interpretation

(I) The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

(II) Unless the context otherwise requires, in this Agreement:

(III) words using the singular or plural number also include the plural or singular number, respectively;

(IV) words denoting any gender shall include all genders;

(V) the words "written" and "in writing" include any means of visible reproduction;

(VI) the terms "hereof", "herein", "hereto" and similar words refer to this entire Agreement and not any particular Clause, or any other subdivision of this Agreement;

(VII) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;

(VIII) references to any "person" include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority; and

(IX) references to "Clause" or any other agreement or document in this Agreement shall be construed as references to the Clauses of this Agreement, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.

2. SERVICES

(a) The Client agrees to avail the Services from the Service Provider and the Service Provider agrees to provide the comprehensive Services for conduct of NATA 2023 to the Client on the terms and conditions specified in this Agreement.

(b) The Scope of Work and services as per Tender Agreement is as follows:

The Council of Architecture (CoA), a statutory authority of Government of India has been setup under a Special Act of Parliament i.e. Architects Act, 1972 to regulate architectural education as well as Profession all over India apart from registering the architect on national basis.

National Aptitude Test in Architecture (NATA) is a National level examination being conducted by Council since 2006 for admission to 1st year of 5 Year B. Arch Course in the CoA recognised & approved institutions throughout the country. NATA-2023 examination is proposed to be conducted online thrice in the year 2023 in the months from March to July on an all-India basis and also at select international cities. About 50,000 candidates are expected to appear for the tests in a single sitting.

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ii.	<p>Design and Development of “Confirmation Page” that shall be generated after completion of above steps. Design & development of online Interface for re-printing of Confirmation Page.</p>
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iv.	<p>Identification of Test centers in India and selected international cities with the approval of the Council and online allocation of candidates to identified Test centres with provision for change of centre, on request with valid reasons.</p> <p>Selection of Centres by the service provider shall be subject to approval of the Council of Architecture. In case any centre is not found at par with the criteria specified by the Council, the service provider shall be liable to change / replace the centre immediately as per the standards / norms of the Council.</p>

v.	Design, development and hosting of e-Admit Card and provision for downloading by candidates based on authentication.
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xi.	To generate online statistical, accounting and financial reports related to various activities concerning the conduct of NATA, which shall include weekly NATA 2023 application settlement reports.
xii.	To develop and / or provide technical support for any process, as may be required, in the conduct of NATA 2023.
xiii.	Transfer of Registration database, records, data and binary Images pertaining to the applicants to CoA for further usages, as may be necessary.
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iii	<p>The Service Provider shall prepare list of candidates allotted to various test centres and forward the same to the Centre in-charge of test centre in advance for making necessary arrangements for the tests.</p> <p>On the day of test, Service Provider shall facilitate the entry of candidates at various test centres after verifying the credentials of the candidates on the e- Admit card and using biometrics duly following COVID 19 protocols of the concerned authorities.</p> <p>On the day of examination, question paper shall be shared by the Council to Service Provider to be made available at various NATA centres online. The Test Centres will be required to share the question paper to candidates on computers on local LAN. Facility for online downloading of the question papers at various NATA centres shall be provided by the Service Provider. After the question papers are downloaded, test should be conducted through the local server of the NATA centre. The software shall record online responses from candidates.</p>
iv	After the exam, the service provider shall arrange for collection of the attendance sheets and other records from various test centers and forward to COA at its own cost.
v.	The Service Provider shall facilitate the Observers appointed by the Council, as the need may be, at various Test centres to oversee the conduct of Mock test and NATA examination and shall also make appropriate provision in its software for allocating statewide/ citywise examination centre to the observers and for submission of their report.
vi.	The Service provider shall make provision for online evaluation of the answer responses of the candidates by the evaluators appointed by the Council, in case required before the declaration of results.

vii.	The scores for NATA Examination shall be generated online by the system. Candidates opting to appear in more than one test will be issued separate score card for each attempt. The score card issued shall contain the marks secured in the previous attempts, if any. In case a candidate appears for 2 Tests, the best of 2 scores shall be the valid score but in case a candidate appears for all 3 tests, valid score shall be average of 2 best scores out of 3. Final result with consolidated scores shall be generated based on moderation process, if required, as may be decided by Council.
viii	The Service Provider shall be required to display the answer key to the candidates in their login accounts, before the declaration of result, for a specified period as may be prescribed by the Council.
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xiv.	To generate online statistical, accounting and financial reports related to various activities in conduct of NATA and to provide any other record, information, data as may be required for official use and RTI queries etc.
xv.	To develop and / or provide technical support for any process, as may be required, in the conduct of NATA.

xvi.	Transfer of NATA Result & candidates' database, records, reports & statistics to CoA for further action at its end.
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(b) The Service Provider shall:

- i. Provide the Services in compliance with this Agreement and Applicable Laws. The Client is competent to hold the examination under the relevant laws.
- ii. Perform the Services (i) in a professional, diligent and timely manner; (ii) as per good commercial practices; and (iii) as per the Bids submitted by it and accepted by the Client.;
- iii. Retain and utilize a sufficient number of qualified personnel to perform the Services;
- iv. Ensure that all personnel who are deputed to perform the Services are appropriately trained and qualified to perform such Services; and
- v. Devote its time and attention necessary to provide the Services in accordance with the best of the industry standards and meet any quality standards as may be specified by the Client.

(c) Unless otherwise authorized in writing, the Services Provider shall not have any authority pursuant to this Agreement to commit the Client to any obligation in any manner whatsoever with respect to third parties or to enter into any contracts on behalf of the Client. The Service Provider shall not have, nor represent itself as having, any authority under the terms of this Agreement to make agreements of any kind in the name of or binding upon the Client.

(d) The Service Provider shall keep the Client promptly informed of all material matters which come to Service Provider's attention relating to or affecting the Client or any matters concerning the provision of Services hereunder by the Service Provider.

(e) The Services shall be provided to the Client in terms of the Tender Document and Work Order issued by the Client, as listed at Annexure-1 of this Agreement. The Service Provider agrees and acknowledges that the provision of Services hereunder may require travel of its personnel and other staff to different destinations/Test Centres and agree that the cost of their travel and accommodation shall be borne by Service Provider duly maintaining the secrecy, confidentiality and integrity of the Examination.

(f) The total cost of services is specified by the Client to the Service Provider in the Work Order dated _____ issued by the Client.

(g) The Service Provider shall complete the Examination Services in accordance with the following Schedule:

As per the Schedule of Important Dates specified by the Council in the NATA 2023 Brochure, as modified/ approved by Client, from time to time.

3. RECORDS

The Service Provider shall maintain proper and accurate records relating to the conduct of the Examination Services, if any, under this Agreement during the term of this Agreement and for a period of 3 years after that and shall at the request of the Client provide to them, copies of such records in soft and hardcopy as per format desired by the Client.

4. REPORTS

The Service Provider shall from time to time provide information and reports in relation to the performance of the Services as may be requested by the Client.

5. CONSIDERATION

(a) In consideration of the Services rendered by the Service Provider, the Client shall pay to the Service Provider, the following fixed fees_____. The terms & conditions for payment shall be as specified in the Tender document and Work Order issued by the Client.

(b) The charges shall be payable subject to receipt of an invoice from the Service Provider as per the Tender Agreement and Work Order issued by the Client. The Service Provider shall raise invoices on the Client for all amounts due (in terms of this Agreement) to the Service Provider from the Client.

(c) The Fee to be paid as specified above shall be exclusive of Goods and Services Tax (GST).

(d) The Client shall pay the fee within a period of 45 (forty-five) days from receipt of the invoice from the Service Provider.

(e) The Service Provider shall not be entitled to increase the service charges on any ground whatsoever during the period of this agreement.

(f) In the event of any service(s) provided that are not included in the list of services as specified in this Agreement, the Parties shall mutually agree upon such services, fees and expenses.

(g) All payments to be made by Client to the Service Provider shall be subject to deduction of applicable taxes. The Client shall issue a requisite certificate evidencing such tax deduction in accordance with Applicable Laws.

6. REPRESENTATIONS AND WARRANTIES

(a) Each Party hereby warrants and represents to the other Party that:

- i. It has full power and authority to enter into this Agreement and perform its obligations hereunder;

- ii. This Agreement has been duly executed by it and this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms contained herein;
- iii. The execution, delivery and the performance by it of this Agreement does not and will not (i) breach or constitute a default under its constitutive documents, or (ii) result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound.

(b) The Service Provider hereby represents and warrants to the Client:

- i. It will provide the Services in compliance with the provisions of this Agreement;
- ii. It will act in good faith and use reasonable skill and care in the provision of Services under this Agreement;
- iii. It will comply with all Applicable Laws in the provision of the Services;
- iv. It has all requisite corporate and other approvals, licenses and permits from relevant Governmental authorities to provide the Services.

7. OBLIGATIONS OF THE CLIENT

(a) During the performance of the Services the Client will co-operate with the Service Provider as the Service Provider reasonably requires;

(b) The Client shall provide information and documents as the Service Provider reasonably requires for provision of Services.

8. TERM AND TERMINATION

(a) This Agreement shall commence on _____ ("Commencement Date") continue to be in full force and effect unless terminated as specified below. Thereafter, this Agreement may be extended by one more year upon the mutual consent of the Parties, subject to satisfactory performance of the Service Provider in the conduct of NATA as assessed by Client.

(b) This Agreement may be terminated as follows:

- i. By either Party upon providing a written notice of 45 (forty-five) days prior written notice to the other Party; or
- ii. By the Client, in the event a material breach of any provision hereof is committed by the Service Provider, by providing 45 (forty-five) days written notice to the Service Provider with reasons of termination stated thereunder; or
- iii. By the Service Provider, in the event a material breach of any provision hereof is committed by the Client, by providing 45 (forty-five) days written notice to the Service Provider with reasons of termination stated thereunder; or

(c) Notwithstanding anything to the contrary, provisions in respect of Dispute Resolution, Indemnity, Limitation of Liability and the other provisions of this Agreement which are

expressly or impliedly intended to survive the expiration or termination of this Agreement, shall survive the expiration of the Term or any termination of this Agreement.

9. OWNERSHIP OF INTELLECTUAL PROPERTY AND CONFIDENTIALITY

(a) Client shall retain all right, title, data and interest in and to Client's intellectual property and no right, title or interest therein is transferred or granted to Service Provider under this Agreement except for use in performing Services hereunder and for no other purpose. Service Provider shall retain all right, title and interest in and to its own technology and information and, except as expressly set forth in this Agreement, no right, title or interest therein is transferred or granted to Client under this Agreement.

(b) In connection with the provision of the Services, the Service Provider may generate, create, write or produce literary works or other works of authorship including, but not limited to, manuals, training materials, reports, advice, methodologies, code, test data, analyses, studies, research and documentation (hereinafter referred to as "Work Product").

(c) The data / information / documents during the conduct of NATA 2023 shall be the confidential and sole property of the Client. Service Provider cannot either use it for any other purpose or share it with anyone without prior consent of the Client. The Work Product and copyright and all Intellectual Property rights in and to such Work Product created and provided by the Services Provider to the Client pursuant to this Agreement shall be owned by the Client.

10. FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this Agreement, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action.

11. INDEMNITY

The Service Provider hereby agrees to indemnify and hold the Client harmless from all damages, costs, attorney's fees or other losses arising out of or relating to:

- (a) breach of this Service Agreement by the Service Provider;
- (b) breach of any representation or warranty by the Service Provider.

12. TAXES

Client shall be responsible for all taxes in respect of this Agreement including without limitation payment of goods and services tax, if applicable, on the Services provided hereunder.

13. NON-COMPETE

The Parties shall not use any Confidential Information directly or indirectly to procure a commercial advantage over the other Party or otherwise use any designs, ideas or concepts created by or belonging to the other Party without the express written consent of the other Party.

14. AMENDMENTS

Any change, alteration, amendment, or modification to this Service Agreement must be in writing and signed by authorized representatives of both the Parties.

15. LIQUIDATED DAMAGES & PENALTY:

In case the Service Provider fails to deliver the services as agreed in the Agreement and the work order dated _____ issued by the Client, the Client shall be fully empowered to impose Liquidated Damages on the Service Provider to recover its losses or deficiency of services of the Service Provider or Cost of getting the assignment completed from any other service provider and also impose a one-time penalty of 15% of the cost of works assigned.

16. DISPUTE RESOLUTION

(a) Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

(b) Any dispute under this Agreement shall be referred to arbitration by a sole arbitrator to be appointed by the Client.

(c) The arbitration proceedings shall be held in Delhi in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.

(d) The Parties agree that the arbitration award shall be final and may be enforced as a decree.

(e) The Parties further agree that subject to the above only the competent courts at Delhi shall have jurisdiction in all matters arising hereunder.

(f) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

17. INDEPENDENT PARTIES

Nothing contained or implied in this letter creates a joint venture or partnership between the Parties or makes one party the agent or legal representative of the other party for any purpose.

18. ASSIGNMENT

This Agreement shall not be assignable by any Party without prior written consent of the other Party.

19. NOTICES

Except as otherwise specified in this Service Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Service Agreement shall be in writing and shall be deemed given when sent to the address specified below.

In the case of Client:

Address: Council of Architecture, Core-6A, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003

In case of Service Provider

Address: <Service Provider details>

Either Party may change its address for notification purposes by giving the other Party 10 (ten) days' notice of the new address and the date upon which it will become effective.

20. GOVERNING LAW

This Agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Signature

: Signature

:

Name

: Name

:

FOR AND ON BEHALF OF

Council of Architecture

FOR AND ON BEHALF OF

<Service Provider>

In the presence of Witness:

1.

1.

2.

2.