

# COUNCIL OF ARCHITECTURE

## TENDER NOTICE

The Council of Architecture invites Expression of Interest in Sealed Bids from reputed service providers in latest software and web-based technologies to provide online software, maintenance support and dedicated server for the conduct of Online National Aptitude Test in Architecture (NATA) Examination 2016, as per the following requirements: -

1. To provide and maintain Internet based software for conduct of NATA examinations online.

*NATA uses adaptive Algorithm. Details of which along with procedures shall be shared with the service provider after finalization / acceptance of offer. The Software to be used for NATA should have following features:*

### **A. Student Registration**

The software should register student at the designated test centers. At the time of registration, it should capture following details:

- Personal Details of the student as per Standard Xth exam mark sheet.
- Photograph of the student
- The software should verify the existence of the student in the system based on the SSC details.

### **B. Test Centre Registration & Management**

Induction of hardware at authorized NATA test centers for following important activities:

- a. Limiting access to NATA website only to pre-approved computers.
- b. Inducting IP Surveillance cameras at test centers for online surveillance system.  
(IP Camera's shall be provided & installed by the Concerned Test Centre Only)

### **C. Examination Appointment**

The student should be given appointment on a date and time that is available at that test center. It should record and generate following details:

- Record the payment details of the student
- Record the Identification Document to be used for verification of Identity.
- Generate the appointment voucher with necessary exam details.
- To provide connectivity to Council of Architecture (CoA) for verification of NATA Score and to generate reports, test-centre wise, candidate-wise or date-wise and for online payments as per the requirement.

The examination module should support following features:

#### **Drawing Exam**

The system should generate a drawing question paper and its answer-sheets based on the predefined blueprint for the generation. The blueprint for generation should be customizable to the requirements.

The system should adopt true random selection of questions as per the blueprint while generating the question paper.

#### **Online Examination**

The online examination should support multiple choice questions (MCQs) having 4 options.

Every question should be randomly selected from the question bank based on the following parameters:

- Correctness of Answer to the previous question
- Difficulty level of the previous question

All the options' positions for the question are placed randomly at the time of generation of the question.

The marking scheme of the Online examination is based on its adaptive nature and should use the weighted average score method with a scope for error correction.

The various parameters like time to answer the question, the difficulty level of the question, the options clicked etc., for the question determining the adaptiveness of the exam should be captured and updated in to the system.

#### **D. Evaluation**

The evaluation for online examination will be done by the system on the fly.

The drawing Answer sheets should be scanned and made available to the evaluators selected randomly from the pool of evaluators.

The drawing marks after moderation, if necessary, should be combined with online marks and the common score should be made available to the student.

#### **E. Administration**

The system should support various administrative support functions (Related to Exam) to be handled by designated people.

#### **F. Reports**

To generate online statistical and financial reports related to various aspects of conduct of NATA.

#### **G. Any Other Support**

To develop and / or provide technical support for any process, as may be required, in the conduct of NATA.

2. Hosting the software on dedicated server(s) for NATA. i.e. not shared with other user / client. The Server(s) should be highly secured with sufficient bandwidth and processing power to handle more than 5,000 examinations simultaneously including graphic data.
3. Monitor and record all the exams conducted at the Test centers using a centralized video surveillance system.
  - a. Video Surveillance Software License shall be provided by CoA. Service provider shall install the software on PCs sufficiently powerful to view and record the video feeds from test center at a resolution not less than 720P @ 5 FPS
  - b. Storage server upto 8 TB shall be provided by CoA. Any additional Storage required will be arranged by the service provider at his own cost.
  - c. Video Feed Recordings of the exam shall be maintained for atleast 10 days from the exam.
  - d. Live and recorded video feeds shall be made available to CoA nominated persons in real time as and when required.
4. Provide Telephonic / Remote access / on-site support to test centers, evaluators and students for all technical problems throughout the NATA as per schedule given below:-

1. Registration for NATA Examination starts from 01.11.2016.
2. Conduct of NATA Examination: from 01.04.2016 to 31.10.2016.
5. Monitoring security of the server, examination parameters and reporting to NATA administrator.
6. Managing, taking, maintaining daily back-up of the database on the server.
7. The service provide shall bear the cost of server, internet leased line, software & firewalls, manpower etc.
7. The service provider must also satisfy the following conditions:
  - i. Service provider firm/company should be based in India.
  - ii. Service provider must have successfully conducted similar examination in past with at least 30,000 exams held per year for at least three years with excellent track record. The CV and experience of the firm and / or key persons who would be handling the project may also be enclosed.
  - iii. The Service provider shall deposit a sum of Rs.1,00,000/- as "Bid Security" (Earnest Money) in form of the Demand Draft or Banker's Cheque from any bank, drawn in favor of Council of Architecture payable at New Delhi and forward the same along with the Technical Bid. **Bids that are not accompanied by the requisite Earnest Money will not be considered in any case.** The Earnest Money of the unsuccessful bidder will be returned before expiry of the 30<sup>th</sup> day from the date of Work Order is awarded to successful bidder. The Earnest Money shall not bear any interest.
  - iv. Work Order shall ordinarily be awarded to the lowest bidder, whose bid has been found to be complete in all respects.
  - v. 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/-.
  - vi. The successful bidder within 07 days of the receipt of formal acceptance letter, shall be required to deposit a sum equivalent to Rs.3,00,000/- as Performance Security Deposit which shall be valid for a period of 10 months or till the completion of work, whichever is earlier.
  - vii. Subject to the conditions mentioned above, the Earnest Money Deposit of the successful bidder will be refunded within 15 days of the deposit of the Performance Security Deposit.
  - viii. The Council of Architecture reserves its right not to accept the Lowest bidder and shall be at liberty to reject any or all Bidders without assigning any reason whatsoever.
  - ix. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their bidders rejected out rightly.
  - x. 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, India, during the examination and also during the period of contract with the Council and even after termination of contract.

- xii. Service provider must complete the task as per the time frame prescribed by the Council. The Contract / agreement terms shall be finalized/negotiated by the Council as per its requirements.
  - xiii. The Service provider should have and provide adequate manpower to handle all the tasks associated with the project during the period of contract.
  - xiiii. Submission of the bids by a bidder shall be taken to signify his acceptance of the above term and conditions. Alterations, overwriting or eraser of any terms and conditions is not permitted.
  - xv. If any Bidder withdraws his Bid after opening of the Tenders or expresses his 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.
8. The service providers shall be required to submit two sealed bids one for technical and another for financial proposals. The bidder should put these two sealed envelopes in a bigger envelope duly sealed and submit the same to the office of the Council by 21.10.2015. Standard formats may be used for providing technical and financial proposal. The technical bids would be evaluated by a NATA Consultancy Evaluation Committee of the Council which shall accept or reject the technical proposals. The financial bids of only those bidders, who have been technically qualified by the said committee shall be opened by the Council, for further analysis and ranking and selecting the successful bidder for placement of consultancy contract.
9. Any disputes arising out of contract / agreement shall be subject to the jurisdiction of Delhi courts.

Registrar  
Council of Architecture

## SPECIMEN OF MEMORANDUM OF AGREEMENT

This memorandum of Agreement is made on \_\_\_\_ day of \_\_\_\_\_ at Delhi.

BY AND BETWEEN THE “**COUNCIL OF ARCHITECTURE**” having their Office at *India Habitat Centre, Core-6A, 1<sup>st</sup> Floor, Lodhi Road, New Delhi - 110 003* [hereinafter referred to as the first party which expression shall mean and include its successor representatives, executors, administrators and assignees]

AND

\_\_\_\_\_, having their Regd. Office at \_\_\_\_\_ [hereinafter referred to as the second party which expression shall mean and include its successor representatives, executants, administrators and permitted assignees]

Whereas the first party the “**Council of Architecture (COA)**” has been incorporated under the Architects Act, 1972 & has been charged with the responsibility of enforcing the Act throughout the country including registration of Architects, regulating the architectural profession and the architectural education.

Whereas the second party “\_\_\_\_\_” is dealing in the business of conducting online entrance tests / examinations, providing software and hardware support, etc..

WHEREAS the second party has been given the rights of conducting online tests through various Test Centers approved by the First Party and declare result and maintain software, hardware and data of the applicants and generate report(s) as may be required from time to time.

### **NOW THEREFORE THIS DEED WITNESSTH AND THE PARTIES AGREED TO AS UNDER**

1. That this Agreement shall come into effect from the date of signing of the agreement and shall continue to be in effect for a period of one year or till the completion NATA 2016 Examination, whichever happens earlier.
2. That the Second Party undertakes to provide and maintain Internet based software for conduct of NATA examinations online, which shall commence from date specified by the First Party and may end at a date specified by the First Party.
3. The Second Party shall bear all the cost of software, internet leased line, hardware, server and any other equipment as may be required for the successful conduct of the NATA 2016 examination and First shall not be liable for the same.
4. The Second Party shall arrange for the Software to be used for NATA having following features:

### **Student Registration**

The software should register student at the designated test centers. At the time of registration, it should capture following details:

- Personal Details of the student as per Standard Xth exam mark sheet.
- Photograph of the student
- The software should verify the existence of the student in the system based on the SSC details.

### **Examination Appointment**

The student should be given appointment on a date and time that is available at that test center. It should record and generate following details:

- Record the payment details of the student
- Record the Identification Document to be used for verification of Identity.
- Generate the appointment voucher with necessary exam details.
- To provide connectivity with Council's ERP software/Bank's Payment Gateway for making online payment of NATA Fee by students and generate receipts / reports, test-center wise, candidate-wise or date-wise and provision for online payment, as per the requirement. The service provide shall also be required to keep track / generate reports for failure transactions.

### **Examination**

The examination module should support following features:

#### **Drawing Exam**

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#### **Evaluation**

The evaluation for online examination will be done by the system on the fly.

The drawing Answer sheets should be scanned and made available to the evaluators selected randomly from the pool of evaluators.

The drawing marks should be combined with online marks and the common score should be made available to the student.

The Question Bank shall be provided by the Council of Architecture.

### **Administration**

The system should support various administrative support functions (Related to Exam) to be handled by designated people.

### **Reports**

To generate online statistical and financial reports related to various aspects of conduct of NATA.

5. The Second Party shall develop and / or provide technical support for any process, as may be required, in the conduct of NATA 2016.
6. The Second Party shall host the software on server dedicated for NATA. i.e. not shared with other user / client. The Server should be highly secured with sufficient bandwidth to handle more than 5000 examinations simultaneously including graphic data.
7. The Second Party shall ensure the induction of hardware at authorized NATA test centers for following important activities:
  - a. Limiting access to NATA website only to pre-approved computers.
  - b. Inducting web cameras at test centers for online surveillance system.
8. The Second Party shall Provide Telephonic / Remote access / on-site support to test centers and evaluators for all technical problems throughout NATA exams schedule as may be desired by the First Party.
9. The Second Party shall monitor security of the server, examination parameters and reporting to NATA administrator.
10. The Second Party shall manage, take and maintain daily back-up of the database on the server.
11. The Second Party shall also satisfy the following conditions:
  - i) To undertake the oath of secrecy and not to share any data / procedures related to NATA with any person or organization other than authorized persons from Council of Architecture, India, during the examination and also during the period of contract with the Council and even after termination of contract.
  - iv. To complete the task as per the time frame prescribed by the First Party.
12. That all the data related to the NATA shall be confidential and the First Party shall have the all rights and control of over the same and its process.
13. The Second Party shall be responsible to provide reports related to NATA as may be required by the First Party from time to time.
14. That the second party shall not make any infringement of data / copy-right. In case any infringement is noticed / caught after publication, the consequences shall be faced by the second party at its entire risk and costs. It will be the duty of second party to provide and maintain internet based Software for conduct of NATA 2016 examination (including hosting of software for NATA on a dedicated Server, Hardware Fire-wall, Support for induction of Hardware at NATA Test Centers, Telephonic / Remote / Onsite Support to Test Centers, and Examiners, Monitoring and Maintenance of a Dedicated Server). If any case of infringement of copyright is

- instituted by anyone, the consequences will be faced by the second party and shall indemnify the first party for any claim as it may be required to pay anyone in this regard.
15. That the first party will have liberty to use / print their logo / trademark or any specific official stamp on the web pages of the software. However, the Second Party shall not print his name, logo / trademark, address, e-mail, etc. on the NATA Test, Software, including the Test Window question papers,
  16. That the Second party shall generate unique ID for each of the student and the assessment of the papers shall be based on the said ID, in order to ensure that the identity of the student is not disclosed to the evaluator/examiner.
  17. That the First party shall pay a total amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only), which includes Service Tax (irrespective of any number of registrations and test conducted during the year at the instance of first party) in four equal bi-monthly installments upon receipt of Bill from the Second Party.
  18. The Service provider should have and provide adequate manpower to handle all the tasks associated with the project during the period of contract.
  19. That the second party will not misuse or hurt the goodwill of the first party.
  20. That the second party will not share / part with the Data of applicants, question banks, as provided by the first party from time to time and any such instance shall be deemed as breach of contract.
  21. That in contravention or in violation of terms and conditions by any party, the other party will have right to claim damages.
  22. That any dispute between the parties arises concerning the terms of the agreement will be resolved initially through arbitration by an arbitrator to be mutually appointed / agreed upon. In case the dispute still remains unresolved between the parties, only Delhi Courts have jurisdiction to entertain. Therefore, this agreement shall be subject to the exclusive jurisdiction of the Courts at Delhi.
  23. That in the event of either of the parties committing a breach of non-performance of any one or more of the terms and conditions of this agreement, the aggrieved party shall be entitled to determine the agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to determine the agreement will be 90 (ninety) days.
  24. "That the second party will deposit a sum of Rs.3 Lacs with the first party towards Performance Guarantee by way of Demand Draft payable in favour of Council of Architecture, payable at New Delhi and this should be deposited with the first party before start of NATA 2016, the amount of Performance Guarantee shall remain with the first party during the period of contract. The first party shall not be liable to pay any interest on the security deposit to the second party. In the event of violation / non-fulfillment of the agreement by the Second Party the First Party shall be at liberty to forfeit the amount of Performance Guarantee".

**IN WITNESSTH WHEREOF, THE PARTIES HAVE SIGNED ON THE DATE AND PLACE FIRST MENTIONED.**

Signed by \_\_\_\_\_  
**Registrar, Council of Architecture**  
For and on behalf of the  
First Party



in the presence of

1)

2)

Signed by \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the  
Second Party

in the presence of

1)

2)