Tender Document

For

Frisking of candidates at the Entry point of the Examination Centre for Various Professional Entrance and Eligibility Examinations by NTA



NATIONAL TESTING AGENCY

 (An autonomous organization under the Department of Higher Education, Ministry of Human Resource Development, Government of India) Block C-20/1A/8, Sector 62, Gautam Budh Nagar, Noida -201309 (UP).

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Cost of Tender Form: Rs 1000/-

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NOTICE INVITING TENDERS

Online bids (Manual bids shall not be accepted) are invited on single stage two bid systems to select an agency for "Frisking of candidates at the Entry point of the Examination Centre for Various Professional Entrance and Eligibility Examinations by NTA". **NTA reserves the right to award the contract to one or all or empanel the agency(ies) for the job which could be State wise**.

Tender documents may be downloaded from NTA web site <u>www.nta.ac.in</u> (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app

Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

Tenderer/Contractor are advised to follow the instructions provided in the **'Instructions to the Contractors/Tenderer'** for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app'.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Tenderer who has downloaded the tender from the NTA website **www.nta.ac.in** and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, https://eprocure.gov.in/epublish/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NTA.

1. Disclaimer:

This Tender is not an offer by the **National Testing Agency** (**NTA**), but an invitation to receive offers from vendors. No contractual obligation whatsoever shall arise from the tender process until and unless a formal contract is signed and executed by a duly authorized officer of the National Testing Agency.

2. Introduction:

The Ministry of Human Resource Development (MHRD), 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 shall conduct the following examinations:

- **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.
- JEE (Main) (Twice in a year) Joint Entrance Examination (Main) for admission to Undergraduate Engineering Programmes in NITs, IIITs and other Centrally Funded Technical Institutions etc. 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.
- **CMAT** Common Management Admission Test (CMAT) for admission to the colleges that offer MBA and for those which run postgraduate diploma in management programs.
- **GPAT** Graduate Pharmacy Aptitude Test (GPAT) for admission into the Master's programme of Pharmacy (M Pharma)
- **NEET-UG** National Eligibility cum Entrance Test (UG) for admission to MBBS/ BDS Courses in India in Medical/ Dental Colleges run with the approval of Medical/ Dental Council of India under the Union Ministry of Health and Family, Government of India except for the institutions established through an Act of Parliament i.e. AIIMS and JIPMER Puducherry in offline (pen paper) mode.

3. Aims & Objectives of the tender:

The NTA shall conduct entrance examination for NEET-UG in various selected Cities spread across the country in India.

{The Cities (number can be increased) where the Test shall be conducted by NTA is given at Annexure – VII at the test centres provided by the NTA}.

The frisking of candidates at the entry point shall be undertaken at approximately 3000 locations/ centres in a single shift. Total number of candidates in a year will be 15 (fifteen) lakhs.

The NTA intends to select an agency for "Frisking of candidates at the Entry point of the Examination Centre for Various Professional Entrance and Eligibility Examinations by NTA".

NTA reserves the right to award the contract to one or all or empanel the agency(ies) for the job which could be on Regional/ State/ City basis.

The system shall mainly comprise of 'Frisking of Candidates with Hand held Metal Detector and for females in an enclosure by the lady staff only'.

Note:

- (a) The bids has been invited from Companies / Agencies ("Bidders") for selection of "Service Provider"
- (b) Bids must be submitted not later than the time, date at the venue mentioned under Important Events and Dates. Bids received after the deadline will not be considered.
- (c) Bidders are advised to study the bid document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

т.	Important Events and Dates.				
S. No	Particulars	Details			
1.	Tender Form/bid issued by	National Testing Agency (NTA). Noida			
2.	Authorized Officer for Clarifications	Director, NTA			
3.	Availability of Tender Form/bid	Tender documents may be downloaded from NTA web site www.nta.ac.in(for reference only) and CPPP site https://eprocure.gov.in/eprocure/app			
4.	Tender Form/bid ID	NTA/2018-19/009			
5.	Cost of Tender Form/bid	Rs 1,000/- (Rupees One thousand only)			
6.	Earnest Money Deposit(EMD)	Rs 1,00,000 (Rupees One Lakh only)			
7.	Download of Tender Form/bid	From the 11 th March 2019, 9.00 AM onwards			
8.	Pre-Bid Meeting	14th March 2019 at 11:30 AM at NTA Office Noida			
9.	Last date for submission of Bid	By 3.00 PM 29 th March 2019			
10.	Opening of Technical bid to assess essential pre-requisites requirements	On 30 th March 2019 at 3.00 PM at NTA Office, NOIDA			
11.	Opening of Financial bid of technically qualified bidders.	To be notified separately			

4. Important Events and Dates:

5. Scope of Work:

The Scope of Work is primarily 'Frisking of candidates at the Entry point of the Examination Centre'. The activities shall be carried out by the selected bidder in consultation with NTA.

The NTA shall provide center wise Contact Details.

The following shall be made available by the selected bidder:

- 1. Frisking Enclosure for Females shall be provided by the service provider.
- 2. Hand Held Metal Detector for detection of prohibited Metallic Equipment's/ Mobiles/ Electronics/ Communication Equipment or any small electronic bugs.

(b) Important points to be looked after by the selected bidders:

- I. The selected bidder shall ensure that under no circumstances no candidate should be allowed in the exam centre/ room without frisking.
- II. The NTA reserves the right to cancel/ change any centre(s).

5.1 Frisking of Candidates with Hand held Metal Detector and Enclosure for Female Frisking.

- i. To Frisk the Candidates/ staff at the entry point of the examination center by employing trained manpower for male and female candidate along with HHMD by having separate enclosure for women candidates from the start of entry of staff to end of examination.
- ii. No person to be allowed entry without identifications including candidates, staff or flying Squad' inspection.
- iii. The service provider should have adequate infrastructure for providing services for metal detector and manpower Pan India.
- iv. The service provider shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services.
- v. Agency shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual or body corporate.
- vi. The service provider is advised to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center.
- vii. The service Provider will check all admit cards and any other documents prescribed before allowing entry to candidates.
- viii. Separate frisking for female candidates. Only Lady Staff will frisk the female candidates in the enclosure.
- ix. The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination centers on the day of examination except (pen & admit card).
- x. Installation of HHMD, Frisking Enclosure at each & every Examination center at the time of examination conducted by NTA.
- xi. At every center, minimum, one frisking enclosure, 1 female & 1 male staff with metal detector has to be deployed.

The selected bidder shall provide the following manpower:-

Male Frisking Personnel	One per 120 Male Candidates (Minimum 1 per Center)
Female Frisking Personnel	One per 120 Female Candidates (Minimum 1 per Center)

The above staff should be increased proportionately on the basis of size of the center for exam.

6. Essential Pre-requisites at Organizational Level:-

- 1. The bidder should be a company/ firm registered in India. The registered bidder should be operating in India for a minimum of 3 years with an objective of offering similar services. Consortium or groups of companies are not allowed.
- 2. The bidder must have adequate project resources with minimum of 2000 (Two Thousand Only) HHMD. Proof of purchase with Model No. must be enclosed.
- 3. The average annual turnover of the bidder should be minimum 1.0 crore in last 3 financial years viz. 2015-16, 2016-17 and 2017-18 (Attach documentary evidence such as audited Balance Sheet etc.).
- 4. The bidder should not have incurred any loss during last three years up to financial year ending 31st March, 2018. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.
- 5. The bidder should be registered with appropriate tax authorities such as Income Tax, Service Tax/GST etc. and should submit valid certificates of registration with these authorities.
- 6. The Bidding Company must have an ISO 9001certification. Copy of valid certificates must be enclosed.
- 7. The bidder should have successfully executed at least 3 (Three) frisking projects during previous three financial years (2015-16, 2016-17 and 2017-18). The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation).
- 8. The bidder should have executed at least 1 work order from the Government Organization/ PSU/ Central/state Govt for frisking services having at least 25,000 participants/ candidates/ human being or more in single shift during previous three financial years (2015-16, 2016-17 and 2017-18).

- 9. The Bidder should have appropriate technology, hardware and software, trained proctoring staff, adequate security measures and due diligence etc.
- 10. The bidder should have all relevant facilities and logistics available to execute the work.
- 11. The bidder must show and submit suitable emergency management plan during any crisis situations.
- 12. The bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/ University/ Commission and or any other Government/ Government undertaking organization in the last five years.
- 13. Permission, if any, required, for the installation of the equipment's at different places from the local authority/competent authority is arranged by the bidder itself.

7. **Evaluation of Bids:**

The selection of the agency will be based on L1 basis as defined in Annexure - IX.

7.1 **Technical Evaluation:**

- 1 Detailed technical evaluation shall be carried out by a Technical Evaluation Committee constituted for this purpose by the NTA along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.
- 2 Technical evaluation will be based on the criteria given below:
 - i. Prior experience in completing similar projects
 - ii. Number of participants/candidates/ human beings handled in a single session
 - iii. Availability of adequately trained personnel and HHMDs etc.
- 3 The Technical Evaluation Committee may call the bidder(s) for presentation or clarifications to assess the understanding of the bidder regarding the scope and magnitude of the work. However, whether to call the bidder for further discussion or not is at the sole discretion of the Technical Evaluation Committee constituted for the purpose.

7.2 Financial Evaluation:

- i. The Financial Bid of only those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.
- ii. The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. NTA shall inform the date, place and time for opening of the Financial Bid to the technically eligible bidder(s).

8. Important Instructions:

- 1. The successful bidder shall obtain declaration from their personnel (employed by them for the work in the concerned examination) 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 examination.
- 2. The successful Bidder would be required to design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
- 3. Suitable emergency management plans towards any crisis situations/redundancy of HHMDs should be maintained by the Bidder.
- 4. The successful Bidder should be able to support the entire solution (in cities within India) where the exam would be conducted) with a maximum response time of 3 hours.
- 5. At any time before the submission of bids, NTA may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
- 6. If the amendment is substantial, successful Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by NTA.
- 7. The criteria and conditions are subject to change after a decision post pre-bid meeting, if and as necessitated.

9. General Information:

i. The tender is a **"Two Bid" document**. The **technical bid** should contain all the relevant information and desired enclosures in the prescribed format <u>along with Earnest Money Deposit (EMD) and Cost of Tender Form</u>. The Tender fee can be in the form of DD or can be remitted to the bank account of NTA. The EMD can be in the form of DD or Bank Guarantee/ FDR in favour of NTA.

ii. 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
	110002422

- MICR Code 110002422
- iii. The **financial bid** only should contain commercials. **In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily**.
- iv. 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 tender 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. Tenders made by fax and those received late will not be entertained.
- v. 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 tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.
- vi. The bidder should enclose bid security (EMD) of INR 1,00,000.00 (Rupees One Lakh only) in form of Demand Draft or Bank Guarantee drawn in favor of NTA, Noida. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for a year, equal to ten percent (10%) of contract value of each examination within 10 days from the date of the award of the work. The EMD of the unsuccessful bidder shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.
- vii. 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.
- viii. 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 tender document is submitted, unless NTA calls it for.
- ix. 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.
- x. Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
- xii. The tender document can be viewed at NTA's web site: www.nta.ac.in. However, the bids are to be submitted online only. The fee of INR 1,000 (Rupees One Thousand Only) by way of Demand Draft and EMD of INR 1,00,000 (Rupees One Lakh only) by way of BG/ FDR in the form of demand draft in favor of NTA, Noida. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted The Hard Copy of original instruments in respect of cost of tender document, earnest money Deposit and all Annexures must be delivered to Joint Director, NTA at Noida by 10:00 AM on 29th March 2019. Late tenders shall not be accepted, under any circumstances. The technical bid shall be opened at the date and time specified at NTA Office, Noida in the presence of bidders who may like to be present.
- xiii. 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. Initially the contract will be for a period of one year and may be extended for another two years by the competent authorities subject to satisfactory performance given by the bidder to the NTA.
- xiv. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc. In case the bidder fails

to execute the contract, NTA shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

xv. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

Any disputes arising out of this tender will be subject to the courts of Delhi only.

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 selection 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 tender.

Submission of Tender

The tender shall be submitted online in Two part, viz., technical bid and price bid.

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

The technical bid shall consist of -

- Technical information as desired in prescribed format
- Scanned Copy of Tender Fee and Earnest Money Deposit
- Basic detail of the bidder as per Annexure-I
- The financial information as per Annexure –II
- The details of similar works as per Annexure III
- The details of work under executed or awarded as per Annexure IV
- The Performance Report of works referred in Annexure II & III as per Annexure V
- Organizational Structure and information as per Annexure VI
- The details of manpower to be employed for this work as per Annexure VII
- Annexure VIII (For information of the Bidders)
- Signed and Scanned copy of Tender Acceptance Letter as per Annexure-X

The financial bid shall consist of Annexure –IX only.

Demonstration and Presentation:

The bidder may be required to give a presentation and demonstration for their capabilities to complete the scope of work requirement specified in the tender document. The date and time shall be notified to the technically qualified bidder, however, the venue for the same shall be at NTA Office at Noida.

Evaluation of the Technical Bid Proposal:

The proposals submitted by the vendors will be evaluated by taking the following factors into consideration:

- 1. Prior experience in completing similar projects
- 2. Number of candidates handled in a single session
- 3. Vendor capability to develop the required software
- 4. Availability of adequately trained personnel and HHMDs etc

10. Appointment of Successful Bidder:

10.1 Award Criteria:

NTA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

10.2 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 tendering 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.

10.3 Notification of Award:

Prior to the expiration of the validity period, NTA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NTA may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract and shall be binding on both the parties. Upon the selected successful bidder's furnishing of Performance Bank Guarantee, NTA will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

10.4 Performance Guarantee:

NTA will require the successful bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from signing of the agreement post Notification of award, for a value equivalent to 10% of the total cost. The Performance Guarantee should be valid for a period of 12 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the successful bidder fails to submit performance guarantee within the time stipulated, NTA at its discretion may cancel the order placed on the successful bidder without giving any notice. NTA shall invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or NTA incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

10.5 Signing of Contract:

After NTA notifies the successful bidder that its proposal has been accepted, NTA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between NTA and the successful bidder with mutually agreed terms and conditions.

10.6 Mode of Payment and Penalty:

1. The payment to the service provider shall be made in Indian rupees. The payment to the service provider shall be made in Indian Rupees on successful completion of the project including submission of the records and documents.

The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.

- 2. No interest will be paid to the successful bidder on the security deposit.
- 3. If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for NTA to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 4. In case the Bidder fails to fulfill the obligations as per the terms and conditions of the contract, the NTA may impose penalty to the extent of 100% of the total payment due for that Examination. In case the bidder fails to provide the services at a centre, penalty equivalent to 5 (five) times of total amount admissible in respect of that center/venue will be deducted from the payments due to the Service Provider. In addition, the Performance Security may also be forfeited.
- 5. In case of any kind of fault or break in service during the Examination, in addition to any other penalty, the NTA reserves the right to impose penalty equivalent to total amount payable per such Centre.

- 6. In case of any deficiency of service at a Test center that would lead to unacceptable delay, the liability of the service provider shall be limited to twice of total payable by NTA to the service provider for that particular test center where the deficiency has been verified and confirmed by NTA.
- 7. If the Bidder fails to deliver any or all of the Service(s)/ Systems or perform the Services within the time period(s) and in the manner specified in the Contract/Agreement, NTA shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 20% of the order value of the delayed Service(s) or unperformed Service(s).
- 8. If the Bidder fails to complete the entire works/Service(s) before the completion date or the extended date or if the Bidder repudiates the Contract before completion of the Services, NTA may without prejudice to any other right or remedy available to NTA as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
- 9. In case the bidder fails to execute the contract for reasons solely attributable to the Bidder, the NTA shall have the liberty to get it done through any other agency in addition to imposing damages and penalty to the Bidder.
- 10. If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract.

10.7 Time Frame:

The selected bidder should be ready to provide the services any time after 15 days of award of contract by NTA.

10.8 Information security and data privacy:

The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

10.9 Processing Norms:

NTA and selected bidder acknowledge and agree that the provision of Services under this tender 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.

10.10 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 RFP, 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 RFP, 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 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.

10.11 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.

10.12 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 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 tender and two years thereafter.

10.13 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.

10.14 Dispute Resolution:

All disputes pertaining to the tender 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, Noida, whose decision shall be final and binding on the parties.

10.15 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/-

10.16 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, Noida 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."

S.No.	Bidder Details	To be filled by the Bidder or Firm	For use of Technical Evaluation Committee
i.	Cost of Tender Form Details		
ii.	EMD Remittance Details		
1.	Registered Firm/ Company		
1a.	Date of Registration		
2.	Average Turnover of Bidder		
2a.	2015-16		
2b.	2016-17		
2c.	2017-18		
3.	Average Annual Turnover in India during last three financial years		
3a.	2015-16		
3b.	2016-17		
3c.	2017-18		
4.	Permanent Account Number		
	TAN		
	GST Number		
5.	Number of similar Projects executed		
	Number of Projects with 25000 candidates in single shift		
6.	No. of HHMD		

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

Signature of the Bidder with Seal

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. 2015-16, 2016-17 and 2017-18 and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S. No.	Details	(1)	(2)	(3)
		2015-16	2016-17	2017-18
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position :			
	a) Cash			
	b) Current Assetsc) Current Liabilitiesd) Working Capital (b-c)			
	e) Current Ratio :			
	Current Assets /Current Liabilities (b/c)			

Table-1: Total Turnover

II. Please attach - Up to date Income Tax Clearance Certificate

- Audited Balance Sheet. For the financial year 2017-18, the bidder is allowed to submit duly certified provisional balance sheet in case audited balance sheet is not available.
- Certificate of net worth from Bankers of Bidder.
- III. Note: Attach additional sheets, if necessary.

ANNEXURE-III

DETAILS OF SIMILAR WORK EXECUTED

S N0 Name of work/ Project & Location	Candidates Handled	Total No. of Shifts taken for completion	Date of commencement as per contract	Actual Date of completion	Litigation/ Arbitration pending in progress with details	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1 2	3 4	5	6	7	8	9	10

DETAILS OF WORK UNDER EXECUTION OR AWARDED

S N0	Name of work/Project & Location	Owner/ Sponsoring organization	Total No. of Candidates to be handled	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

$\mathbf{ANNEXURE} - \mathbf{V}$

Performance Report of Works referred in ANNEXURE II & III

(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 :	
	Contact Person : Designation : Telephone No(s) : E-mail :	
3.	Agreement No.	
4.	Estimated Cost :	
5.	Tendered Cost :	
6.	 (A) Date of Start :	
7.	Amount of compensation:Levied for delayed completion, Or any other damages, if any:	
8.	Performance reports/assessment by clients (Supported by documentary evidence, if an (a) Quality of work - Excellent/ Very Good/ Good/ Fair:	• /

(b) Resourcefulness - Excellent/ Very Good/ Good/ Fair: _____

STRUCTURE OF THE ORGANIZATION

1.		Name and address of bidder:	
2. (a (b (c)	Telephone No.:Fax No.:Email address:	
`	b)	An Individual/Consortium A Proprietary/Partnership age A Trust:	of original document defining the legal status). i ency i pration:
		ttach attested photocopy) (a) Registration Number	various Government bodies & Statutory Tax Authorities:
			C Officers with Designation to be concerned with this work with orized to act for the organization:
6.	с		r required to suspend the work for a period of more than six months need the works? If so, give the name of the project and reason for not
		ve you or your constituent par the project and reason for no	tner(s) ever left the work awarded to you incomplete? If so, give name t completing the work.
		ve you or your constituent par time? If so, give details.	rtner(s) been debarred/black listed for tendering in any organization at
9.	A	rea of specialization and Inter	est :
10.	A	Any other information conside	red necessary but not included above.
	_		

DETAILS OF ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THIS WORK

Category	Total Number of regular employee	Number available for this work	Minimum Qualification	Remarks
Administrative				
Male				
Female				

ANNEXURE – VIII (<u>For information only</u>)

Table	-1: State	wise list	of Cities i	n India	where	NTA	shall	conduct	the '	Test

STATE	СІТҮ	CITY CODE
ANDAMAN & NICOBAR ISLANDS	PORT BLAIR	1101
	GUNTUR	1201
	KURNOOL	1202
	NELLORE	1203
ANDHRA PRADESH	TIRUPATI	1204
	VUAYAWADA	1205
	VISAKHAPATNAM	1206
ARUNACHAL PRADESH	ITANAGAR/NAHARLAGUN	1301
	DIBRUGARH	1401
	GUWAHATI	1402
ASSAM	SILCHAR	1403
	TEZPUR	1404
DULAD	GAYA	1501
BIHAR	PATNA	1502
CHANDIGARH	CHANDIGARH/MOHALI/PANCHKULA	1601
	BHILAI/DURG/BHILAI NAGAR	1701
CHHATTISGARH	BILASPUR	1702
	RAIPUR	1703
DADAR & NAGAR HAVELI	DADRA & NAGAR HAVELI	1801
DAMAN & DIU	DAMAN	1901
DELHI/NEW DELHI	DELHI/NEW DELHI	2001
GOA	PANAJI/MADGAON/MARGAO	2101
	AHMEDABAD	2201
	ANAND	2202
	BHAVNAGAR	2203
	GANDHINAGAR	2204
GUJARAT	GODHARA	2205
GUARAT	PATAN	2206
	RAJKOT	2207
	SURAT	2208
	VADODARA	2209
	VALSAD	2210
HARYANA	FARIDABAD	2301
	GURUGRAM	2302
	HAMIRPUR	2401
HIMACHAL PRADESH	SHIMLA	2402
JAMMU & KASHMIR	JAMMU	2501
	SRINAGAR	2502
	BOKARO	2601
JHARKHAND	JAMSHEDPUR	2602
	RANCHI	2603

STATE	СІТҮ	CITY CODE
	BELGAUM/BELGAVI	2701
	BENGALURU	2702
	DAVANAGERE	2703
	DHARWAD	2704
KARNATAKA	GULBARGA/KALABURGI	2705
	HUBLI	2706
	MANGALURU	2707
	MYSURU	2708
	UDUPI	2709
	ALAPPUZHA	2801
	ANGAMALY	2802
	ERNAKULAM	2803
	KANNUR	2804
	KASARAGOD	2805
	KOLLAM	2806
KERALA	KOTTAYAM	2807
	KOZHIKODE/CALICUT	2808
	MALAPPURAM	2809
	PALAKKAD	2809
	THIRUVANANTHAPURAM	2810
	THRISSUR	2811
LAKSHADWEEP		
	KAVARATTI	2901
	BHOPAL	3001
MADHYA PRADESH	GWALIOR	3002
		3003
	JABALPUR	3004
	UJJAIN	3005
	AHMEDNAGAR	3101
	AKOLA	3102
	AMRAVATI	3103
	AURANGABAD (MR)	3104
	BEED	3105
	BULDHANA	3106
	JALGAON	3107
	KOLHAPUR	3108
MAHARASHTRA	LATUR	3109
	MUMBAI	3110
	NAGPUR	3111
	NANDED	3112
	NASHIK	3113
	NAVI MUMBAI	3114
	PUNE	3115
	SATARA	3116
	SOLAPUR	3117
	THANE	3118

STATE	СІТҮ	CITY CODE
MANIPUR	IMPHAL	3201
MEGHALAYA	SHILLONG	3301
MIZORAM	AIZAWL	3401
	DIMAPUR	3501
NAGALAND	КОНІМА	3502
	ANGUL	3601
	BALASORE/BALESWAR	3602
	BERHAMPUR	3603
ODISHA	BHUBANESHWAR	3604
	CUTTACK	3605
	ROURKELA	3606
	SAMBALPUR	3607
PUDUCHERRY	PUDUCHERRY	3701
	AMRITSAR	3801
	BATHINDA	3802
PUNJAB	JALANDHAR	3803
	LUDHIANA	3804
	PATIALA	3805
	AJMER	3901
	BIKANER	3902
RAJASTHAN	JAIPUR	3903
NAJAJ MAN	JODHPUR	3904
	КОТА	3905
	UDAIPUR	3906
SIKKIM	GANGTOK	4001
	CHENNAI	4101
	COIMBATORE	4102
	CUDDALORE	4103
	KANCHIPURAM	4104
	KARUR	4105
	MADURAI	4106
TAMIL NADU	NAGERCOIL	4107
	NAMAKKAL	4108
	SALEM	4109
	THANJAVUR	4110
	THIRUVALLUR	4111
	TIRUCHIRAPPALLI	4112
	TIRUNELVELI	4113
	VELLORE	4114

STATE	СІТҮ	CITY CODE
	HYDERABAD	4201
	KARIMNAGAR	4202
TELANGANA	КНАММАМ	4203
	RANGAREDDY	4204
	WARANGAL	4205
TRIPURA	AGARTALA	4301
	AGRA	4401
	ALLAHABAD/PRAYAGRAJ	4402
	BAREILLY	4403
	GHAZIABAD	4404
	GORAKHPUR	4405
UTTAR PRADESH	JHANSI	4406
	KANPUR	4407
	LUCKNOW	4408
	MEERUT	4409
	NOIDA/GREATER NOIDA	4410
	VARANASI	4411
	DEHRADUN	4501
UTTARAKHAND	HALDWANI	4502
	ROORKEE	4503
	24 PARGANA(NORTH)	4601
	ASANSOL	4602
	BARDHAMAN/BURDWAR	4603
	DURGAPUR	4604
WEST BENGAL	HOOGHLY	4605
	HOWRAH	4606
	KHARAGPUR	4607
	KOLKATA	4608
	SILIGURI	4609

FINANCIAL BID - In Indian Rupees

(To be given on Company Letter Head)

Commercial Terms & Conditions:

- a. Bidder should provide all prices (inclusive of all duties/ octroi/ levies etc.) as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- b. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed).
- c. NTA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- d. The HHMD and Enclosure for Female Frisking has to be provided at each centre in each city.

Financial Bid

Table – I

Sl. No.	Service	Description	Rate Per Candidate Per shift in INR (C1)
	On Examination Day (Complete Task)		Rate for Scope in Table I is to be filled in Table II below state wise
1.		Detector and Enclosure for Female Frisking including manpower	

Table -II

STATE	Rate Per Candidate Per shift in INR(exclusive of Tax)(C1)
ANDAMAN & NICOBAR ISLANDS	
ANDHRA PRADESH	
ARUNACHAL PRADESH	
ASSAM	
BIHAR	
CHANDIGARH	
CHHATTISGARH	
DADAR & NAGAR HAVELI	
DAMAN & DIU	
DELHI/NEW DELHI	
GOA	
GUJARAT	
HARYANA	

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HIMACHAL PRADESH	
JAMMU & KASHMIR	
JHARKHAND	
KARANATA	
KERALA	
LAKSHADWEEP	
MADHY PRADESH	
MAHARASTRA	
MANIPUR	
MEGHALAYA	
MIZORAM	
NAGALAND	
ODISHA	
PUDUCHERRY	
PUNJAB	
RAJASTHAN	
SIKKIM	
TAMIL NADU	
TELANGANA	
TRIPURA	
UTTAR PRADESH	
UTTARAKHAND	
WEST BENGAL	

Note:-

- 1. The rates shall be exclusive of taxes.
- 2. Payment will be made on registered (admit Card issued) number of candidates per centre.
- 3. The Bidder needs to account for all Out of Pocket expenses due to Travel, boarding, lodging and other related items.
- 4. L1 shall be decided taking into account the value of C1 as above statewise .
- 5. Bidders to fill rate state wise The NTA reserves the right to award the contract as per requirement State wise .

(Signature and Seal of Bidder)

Name in Capital letter:

Duly authorized to sign Bid for and on behalf of

ANNEXURE – X

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/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 tender documents from Page No. ______ to ______ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.

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 tender conditions of above mentioned tender 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)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <u>https://eprocure.gov.in/eprocure/app</u>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or 'Other Important Documents' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.