

# Tender Document

For

**Supply of Ball Pens at NTA, Noida on F.O.R.  
Destination basis  
For Professional Entrance Examination  
Conducted by National Testing Agency**



**NATIONAL TESTING AGENCY**

*Excellence in Assessment*

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## NATIONAL TESTING AGENCY

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

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**Cost of Tender Document: 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 for Supply of Ball Pens at NTA, Noida on F.O.R. Destination basis For Professional Entrance Examination Conducted by National Testing Agency

**NTA reserves the right to award the contract to one or more or empanel the supplier(s) for the job.**

**-Tender documents may be downloaded from NTA web site [www.nta.ac.in](http://www.nta.ac.in) (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>.

Tenderers/Contractors 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](http://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, the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD submitted would be forfeited and tenderer is liable to be banned from doing business with NTA.

**Director (Proc.)**

## BID DOCUMENT PART-I (GENERAL CONDITIONS OF CONTRACT-GCC)

### 1.0 DEFINITIONS AND INTERPRETATION

In the Contract, unless the context otherwise requires.

- 1.1 “NTA” would mean the National Testing Agency acting through its Director General or any other representative authorized by him.
- 1.2 “Acceptance of Bid” means the letter/fax or any memorandum communicated to the bidder as the acceptance of the bid and includes an advance acceptance/LOI of bid.
- 1.3 “**Contract**” means and includes the invitation to bid, Instructions to Bidders, GCC, Acceptance of Bid, Special Conditions of Contract(SCC) and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;
- 1.4 The “**Contractor/Service Provider**” means the person, firm, bidder or company with whom the Contract/Agreement/Purchase order is placed and shall be deemed to include the contractor’s successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor” and “Service Provider” have been used interchangeably in this bid document.
- 1.5 “**Purchasing Officer**” means the officer signing the acceptance of bid/LOI and includes any officer who has authority to execute the relevant contract on behalf of the Director General/NTA.
- 1.6 The “**Purchaser**” means Director General/NTA for and on behalf of NTA or any representative authorized by him. It also includes Director General/NTA’s successors and assignees/transferees.
- 1.7 **Bidder/ Tenderer:** Shall mean a company/firm in its individual right or the legal member of the consortia, (if permitted to participate in the tendering process of NTA).
- 1.8 NTA “**Project Manager**” means designated representative of NTA authorized as head of concerned project/work and is authorized to take decisions on behalf of NTA in respect of project/work implementation.
- 1.9 “**Bidder’s Project Manager**” means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one point interface/single point of contact of bidder with NTA.
- 1.10 “Service” means:- a service to be given by contractor as stated in contract details
  - i. in relation to Hardware, including networking equipment and infrastructure and office machine
  - ii. In relation to manpower and Annual Maintenance Contract.
  - iii. Training

- iv. In relation to providing third party auditing, live CCTV surveillance, jammers service on rent, outsourced manpower services for office work, housekeeping, technical work, call center support etc.
- 1.11 “Personnel” means Staff, employees, agents, contractors of either party and also includes the staff, employees, agents and contractors with qualification, experience and certification.
- 1.12 “Specifications” means all the functional, operational, performance or other characteristics required of a Product or Service found in the Tender document part-II or any of the annexure or addendum to the tender document.

## **2.0. Authorized Signatory and address of the contractor:**

The Signatory of the tenderer should attach an authorization certificate mentioning:

- 2.1 The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor.
  - 2.2 One of the partners in the case of a “Partnership” firm, , in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender Document.
  - 2.3 A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.
  - 2.4 For all purpose of the contract, including arbitration thereafter if any, the address of the tenderer mentioned in the bid document shall be the address to which all communications shall be addressed.
- 3.0 **QUALIFICATION CRITERIA OF TENDERER** (It is compulsory to enclose supporting documents without which the bid may be disqualified)
- 3.1 In case of single or limited tenders, only tenderers or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender and who are specifically invited by NTA shall be eligible to participate in the tender, subject to fulfilment of special eligibility conditions laid down in the Special Conditions given in Tender document Part-II, if any.
  - 3.2 Qualification criteria for advertised/open tenders shall be as stated in Tender Document Part- II i.e. Special Conditions of Contract (SCC).

## **3.3 Consortium bidders:**

- 3.3.1 Bids submitted by a Consortium shall be acceptable if specifically permitted in Part-II (SCC) of the Tender Document. In such cases, the lead partner of the consortium should fulfill the qualifying criteria given in para-3.2 above.
- 3.3.2 A copy of the memorandum of formation of Consortium giving clear responsibilities of consortium members, duly signed by authorized signatories

as defined in para -2.0 to 2.4 above ,wherever applicable, for each constituent member of the consortium , must be submitted along with the offer.

- 3.3.3 No change in the composition of consortium shall be permitted up to finalization of the contract. However, after acceptance of purchase order, if for reasons to be explained by the lead partner to NTA which NTA will be at liberty to accept or reject, any member of the Consortium is changed, a modified memorandum of formation of consortium, duly signed by authorized signatories of constituents shall be submitted by the lead partner while announcing the change to NTA.
- 3.3.4 Notwithstanding any change in the composition of Consortium at post purchase order/contract stage, complete and total responsibility and liability for execution of the contract shall remain with the lead partner.

#### **4.0 EARNEST MONEY DEPOSIT AND TENDER COST:**

- 4.1 The bidders shall submit along with the bid, earnest money deposit (EMD) of value indicated in the tender notification in the form of Demand Draft for validity 90 days or Fixed Deposit Receipt/Bank Guarantee of validity 180 days issued by any Commercial/Nationalized Bank drawn in favour of “Director General National Testing Agency Noida”
- 4.2 Deposit (EMD) is liable to be forfeited, if after opening of the tender,the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity/extended validity of the bid and is open for acceptance whether originally fixed or extended.
- 4.3 Any bid not accompanied by EMD will be summarily rejected. EMD shall also be forfeited if bidder fails to submit performance security within stipulated time after acceptance of the bid is communicated to bidder/tenderer.
- 4.4 The EMD will be returned to the successful bidder only on submission of the performance security in the prescribed format and of the requisite amount.
- 4.5 No interest shall be payable by the Purchaser on the Earnest Money/Bid security to the tenderer.
- 4.6 The Earnest Money shall remain deposited with the Purchaser for the period of 180 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the bid is extended, the Earnest Money Deposit extension (in case of Bank Guarantee/FD/Certificate of deposit, if permitted) shall also be furnished failing which the bid, after the expiry of the aforesaid period shall not be considered by the Purchaser.

#### **5.0 COMPLETION OF TENDER DOCUMENTS:**

- 5.1 All columns of the technical specifications compliance sheet must be filled. No deviations are permissible. Tenderers have to submit an undertaking regarding unconditional acceptance of terms & conditions of the tender as

per Annexure-X of the tender document in this regard. All rates in the Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy, rate in words will take precedence. Bids should be filled and signed in ink (in case manual bids are permitted).

- 5.2 The authorized representative of the tenderer/bidder must duly attest any alteration.
- 5.3 Each page of the bid is to be signed by the tenderer.
- 5.4 Tenderer shall submit all technical information and product brochures along with the techno-commercial bid, if required as per the tender document. The language of these documents must be English.
- 5.5 The tenderer should submit self-details as per proforma.
- 5.6 Tender documents with non-compliance of the above clauses are liable to be rejected.

## **6.0 AMENDMENTS TO BID INVITATION:**

- 6.1 The purchaser reserves the right, to make revisions or amendments to the tender conditions, when deemed necessary, prior to the closing date of the tender, through proper notification or website/portal. The bidders must watch NTA website/PPP portal for any such amendments. The purchaser shall be at liberty to consider extending the date set for the Tender closing/opening, in public interest, by such a number of days as in the opinion of the purchaser may enable the bidder's to revise their bids.

## **7.0 CLARIFICATIONS, OMISSIONS AND DISCREPANCIES IN TENDER DOCUMENT:**

- 7.1 In case any bidder find any discrepancy or omission in any part of the tender Document/or he has any doubt to their meaning, he should notify the Purchaser, minimum 7 days prior to tender closing date. In the aforesaid situation, if the situation so warrants the Purchaser may clarify/amend/discharge the said tender and send a written instruction to all bidders for correction, if necessary. It however, does not entitle the bidder seeking clarification to seek any extension of tender opening/closing date on this account.
- 7.2 It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the bid and successful bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 7.3 The submission of the tender will be deemed to imply that the Tenderer fully understands the scope of work involved and has read and understood all conditions of the tender document and his liabilities and responsibilities in respect of the tender.

## **8.0 PROCESS TO BE CONFIDENTIAL:**

- 8.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the tenderers or other persons not officially concerned with such process.
- 8.2 Any effort by the tenderer to influence the purchaser in the process of examination, clarification, evaluation and comparison of bids, and in the decision concerning the contract, may result in rejection of his bid.

## **9.0 TECHNICAL CLARIFICATIONS.**

- 9.1 To assist in the examination, evaluation and comparison of bids, NTA may ask the tenderer individually for a clarification on his bid. The request for clarification and the responses shall be in writing/fax/email but no change in price or substance shall be sought, or offered. Such reply shall be given within the time limit mentioned in the intimation issued by NTA, failing which NTA will be at liberty to conclude that nothing further is to be submitted by the bidders on this matter.
- 9.2 The bidder should make available the offered products, if desired by NTA, during evaluation of bids for benchmarking/testing/proof of concept of the process/application to ensure that there are no compatibility issues.

## **10. VALIDITY OF BID.**

- 0.1 The validity of the bid must be for a minimum of 90 days in case of single Bid packet and 120 days in Two Bid packet from the day of bid opening. Any subsequent extension of validity shall be for minimum 30/60 days, or as desired by the Purchaser.

## **11. RIGHT OF ACCEPTANCE**

- 11.1 NTA reserves the right to place order for a part items/services/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order. NTA reserves the right to reject any or all tenders without assigning any reason to the tenderers. NTA may call upon one or more tenderers for demonstration/testing of all or any quoted item at NTA office.

## **12. INDEMNITIES AND LIMITATION OF LIABILITIES.**

- 12.1 The Contractor/Successful Bidder shall indemnify and protect the purchaser from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from NTA by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.
- 12.2 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 contract 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.

### **13. INSURANCE:**

- 13.1 The purchaser shall not arrange for any 'Transit Insurance' and the Successful Bidder will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule/period. The tenderer shall, at his own cost, shall unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the Purchaser/consignee within 30 days from the date of receipt of intimation from the Purchaser/consignee.

### **14. LOCAL CONDITIONS.**

- 14.1 It will be the sole responsibility of each bidder to fully acquaint him with all the local conditions and factors, which could have any effect on the performance of the contract and/or the cost.

### **15. PRICES.**

- 15.1 All Prices shall be in Indian Rupees and no foreign exchange/import license shall be provided. The prices should be inclusive of all taxes, duties, P&F Charges, freight insurance, levies applicable at the time of submission of bid. However, Firm should explicitly indicate these charges in their offer/bid. If offer is silent about the above charges then it will be presumed that quoted rates are inclusive of above mentioned charges. In this case bidder will have no right to demand any charges/additions to such charges as may be levied, subsequent to opening of the bid.
- 15.2 The actual taxes & duties rates applicable at the time of supply/service shall be payable only for taxes & duties which are clearly stated as percentages in the bid/offer provided the supply/service is supplied/carried by the bidder within the delivery period/extended delivery period of the contract. In case of default in delivery/contract conditions the said statutory variation in taxes & duties will only be paid at the discretion of the Purchaser and the Contractor does not have any right in the matter.
- 15.3 Quoted prices shall remain firm for the period of validity of the offer/bid.
- 15.4 The unit rates offered by the tenderers shall be valid for any such part quantity order.

## **16 PRICE FALL**

The below mentioned clauses are applicable for Rate Contract Tenders only and not for fixed quantity tenders.

**16.1** The prices charged for the goods/services supplied under the contract by the Contractor shall at no event exceed the lowest price at which the Contractor sells the goods or offers to sell the goods of identical description to any person/ organization including the purchaser or any department of State/Central Government, as the case may be during the currency of the contract.

**16.2** If, at any time during the said period the Contractor reduces the sale price, sells or offers to sell such goods to any person/organization including the purchaser or any department of State/Central Government as the case may be at a price lower than the price chargeable under the contract, the Contractor shall forthwith notify such reduction or sale or offer to sell to the purchaser and the price payable under the order for supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

## **17. Notification of Award:**

**17.1** 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 by means of Letter of Intent/Advance Agreement. 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 Security (Bank Guarantee), NTA will return the EMD of each unsuccessful bidder. The EMD of successful bidder shall be returned only after furnishing of Performance Security (Bank Guarantee) and signing of Contract Agreement.

## **17.2 Signing of Contract:**

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

## **18. Delivery**

**18.1** Delivery time to supply the good/service to the consignees is stated in the Part-II of the Tender Document. In absence of delivery in Part II, delivery shall be taken as Within 15 days from the date of purchase order/work order/contract agreement.

**18.2** The time for and the date specified in the contract or as extended for the delivery of the material/services shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s)/time period so specified or extended.

- 18.3 In case of failure by firm to supply the goods/services within the delivery period stated in the purchase order, the Purchaser shall be at liberty to extend the delivery period on reasonable ground for extension of time. Any failure or delay on the part of bidder shall be the sole responsibility of the bidder.

## **19. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY.**

Any delay by the Contractor in the performance of the delivery obligations shall render him/her liable to Liquidated Damages. In the event of tenderer's failure to supply the said items/services of acceptable quality and specifications within the original/extended delivery period given in the purchase order/contract/work order, NTA shall be at liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total contract value. Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges or services. The contract shall be taken as complete only after the last installment of goods/works/services has been made or provided.

## **20. General Requirements.**

- 20.1 The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.
- 20.2 No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the Contractor may request in writing to NTA, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the bidder shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". NTA shall be at liberty to accept or reject such request without any impact on the contract conditions.
- 20.3 The Contractor must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- 20.4 The Contractor along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at NTA, Sector 62 Noida.

## **21. Performance Security:**

- 21.1 NTA will require the successful bidder to provide an irrevocable, unconditional Performance Security by means of Bank Guarantee from SBI and its Associates Banks, Nationalized banks, Other Public sector Banks and private sector Indian Banks (approved by RBI) within 15 days from signing of the agreement post Notification of award, for a value equivalent to 10% of the total contract value (inclusive of tax). The Performance Security (Bank Guarantee) should be valid for a period of twelve months or as specified in bid document part II. The Performance Guarantee shall be kept valid till completion of the project and Warranty period/defect free period. The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity/service. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the project and Warranty period/defect free period . In case the successful bidder fails to submit performance bank 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 bank guarantee in case the successful Contractor fails to discharge their contractual obligations during the period or NTA incurs any loss due to Contractors negligence in carrying out the project implementation as per the agreed terms & conditions.
- 21.2 The Performance Security will be returned to the Contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfilment of warranty obligations/defect free period for the complete equipment/service in terms of the contract.

## **22 PAYMENT TERMS AND CONDITIONS:**

- 22.1 100% of the value of complete equipment supplied shall be paid by the purchaser on receipt and acceptance of material by consignee in good conditions and submission of Performance Security of 100% of the value of contract for a period up to 3 months beyond the last date of warranty period/defect free period.
- 22.2 100% of the value of services will be paid after completion of the contractual services and submission of performance security of 100% of the value of contract for a period up to 3 months beyond the last date of service or as defined in tender document Part-II.

## **23. Warranty:**

- 23.1 Tenderer shall provide comprehensive warranty against all manufacturing defects for a period of 12 months from the date of complete commissioning or 18 months from the date of completion of supply of material whichever is minimum for all hardware & system software, Networking Equipment.

- 23.2 In case of warranty period stated in tender document part-II is longer than 12 months, warranty shall be applicable for stated period from the date of complete commissioning or stated warranty period plus 6 months from the date of completion of supply of material.
- 23.3 For Service/works contract the defect free period should be 12 months from date of completion or as specified in the Part II of the tender document.

## **24. Income-Tax:**

- 24.1 Income tax shall be deducted at source by NTA from all the payments made to bidder according to the Income tax Act, unless bidder prior to release of payment submits valid and complete documents for Income tax exemption.
- 24.2 A certificate shall be provided by NTA to the bidder for any tax deducted at source.

## **25. ENHANCEMENT OR REDUCTION OF QUANTITIES:**

- 25.1 The Purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order up to a maximum extent of 30 % without assigning any reasons. The bidder shall comply to such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

## **26. Termination for Default.**

- 26.1 NTA may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Contractor terminate the contract in whole or part thereof if:
- i. The Contractor fails to deliver any or all of the obligations within the time period(s) Specified in the contract, or any extension thereof granted by the client.
  - ii. The Contractor fails to perform any other obligation(s) under the contract.

## **27. Arbitration Clause :**

27.1 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.

27.2 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.

27.3 The venue of the arbitration proceeding shall be the office of NTA, Noida or such other places as the arbitrator may decide.

27.4 The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.

## **28.FORCE MAJEURE:**

28.1 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.

## **29. EVALUATION OF OFFERS:**

### **29.1 Single bid tenders:**

29.1.1 Final selection will be made on the basis of lowest cost from amongst the technically suitable tenders from bidders meeting the qualifying criteria. For the purpose of relative commercial ranking of offers, all inclusive price for entire scope of the project and offered prices in the Rate Schedule as per Tender Document part-II, as well as any others costs seen to be arising as a part of offer due to taxes or duties based on the offer.

29.1.2 Additional features/enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.

## **29.2 Two bid tenders:**

- 29.2.1 The Technical bids shall be opened first on the prescribed tender opening date and price bid shall be opened later, on a specified date which would be made known to the technically suitable tendering firms after technical evaluation has been completed so as to ensure that all offers are technically evaluated.
- 29.2.2 For deciding inter-se position at the time of financial evaluation, the prices of original price bid shall be considered. Final selection will be made on the basis of lowest cost from amongst the technically suitable bids for which the financial bids are opened.
- 29.2.3 For QCBS tender the financial evaluation criteria in Part II of tender document will apply.

## **30. Applicability of policies of Govt. of India:**

32.1 The relevant policy notification/circulars/instructions issued by Govt. of India (such as Ministry of Railways/Finance/MEITY/MHRD etc.) from time to time related to procurement, will be applicable. However, the firms seeking advantage/preference under these relevant policy notification/circulars/instructions, are required to submit complete documentary support in this regard otherwise their claim will not be considered.

## **31. Conflict in Clauses of Part I & II of tender document:**

In case of conflict in the clauses between Part I (GCC) and Part II (SCC) of the tender document, the conditions of Part II (SCC) will prevail over Part I (GCC)

## **32. Instructions for Online Bid Submission:**

Instructions for Online Bid Submission on CPP Portal are available in **Annexure XI** of bid document.

## **33. Right to Accept Any Proposal and To Reject Any or All Proposal(s):**

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

## **34. 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 Contractor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

### **35. 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’s 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.

### **36. 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 issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of NTA in relation to any matter concerning the Project;

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

### **37. Proprietary Rights:**

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

### **38. 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.

### **39. Integrity Pact:**

The Contractors/ 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/ Contractors 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/-

### **40. Important Instructions:**

1. The successful bidder shall obtain declaration from their personnel (employed by them for the printing job) that none of them have any near relations (such as children, brother, sister, nephew and nieces of self and spouse) as well as anyone on whom they may have any special interest, will undermine the confidentiality of the printing job.
2. At any time before the submission of bids, NTA may amend the tender by issuing an addendum in writing or by standard electronic means by publishing on the website [www.nta.ac.in](http://www.nta.ac.in) & <https://eprocure.gov.in/> **eprocure/ app**. The bidders are advised to check the website for corrigendum, The addendum may be sent to all bidders and will be binding on them.
3. 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 may be extended by NTA at their discretion.
4. The terms and conditions of the tender are subject to change after a decision post pre-bid meeting, if and as and when necessitated.

## **Bid Document Part II (Special Conditions of Contract)**

### **1. Disclaimer:**

1.1 This Tender is not an offer by the National Testing Agency (NTA), but an invitation to receive offers from bidders. 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.

1.2 The Special Conditions of Contract (SCC) as laid down in this document override the terms laid down in the General Conditions of Contract (GCC)- Bid Document Part-I in case of any conflict. All terms and conditions of contract not specifically mentioned in the SCC shall be governed as per the terms and conditions of tender mentioned in GCC.

### **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:**

- 2.1 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.
- 2.2 NEET (once a year) – National Eligibility cum Entrance Test (NEET-UG) for admission to MBBS/BDS Courses in India in Medical/Dental Colleges run with the approval of Medical Council of India/Dental Council of India under the Union Ministry of Health and Family Welfare, Government of India except for the institutions established through an Act of Parliament i.e. AIIMS and JIPMER Puducherry.
- 2.3 JEE (Main) (twice in a year) – Joint Entrance Examination (Main) for admission to Undergraduate Engineering Programmes in NITs, IITs and other Centrally Funded Technical Institutions etc. The States of Madhya Pradesh, Haryana, Uttarakhand, Nagaland & Odisha shall also have admission through JEE (Main) system. The JEE (Main) will also be an eligibility test for the JEE (Advanced), which the candidate has to take if he/she is aspiring for admission to the undergraduate programmers.
- 2.4 CMAT – Common Management Admission Test (CMAT) for admission to the colleges that offer MBA and for those which run postgraduate diploma in management programs.
- 2.5 GPAT – Graduate Pharmacy Aptitude Test (GPAT) for admission into the Master's programme of Pharmacy (M Pharma)

### **3. Aims & Objectives of the tender:**

Open Tender is invited by NTA from reputed manufacturers, authorized dealers, suppliers and bulk stationers for Supply of Ball Pens at NTA, Noida on F.O.R. Destination basis For Professional Entrance Examination Conducted by National

Testing Agency on item rate contract basis for a period of one year. The contract is extendable by two more years (total three years) on the same terms & conditions based on satisfactory performance of the supplier. The delivery of the Ball Pens is to be made at NTA, Noida.

**NTA reserves the right to award the contract to one or more or empanel the supplier(s) for the job.**

#### 4. Important Events and Dates for this tender:

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	<b>Tender documents may be downloaded from NTA web site <a href="http://www.nta.ac.in">www.nta.ac.in</a>(for reference only) and CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>
4.	Tender Form/bid ID	NTA/2018-19/007
5.	Cost of Tender Form/bid	Rs 1000/- (Rupees One Thousand Only)
6.	Earnest Money Deposit(EMD)	Rs 2 lakhs (Rupees Two Lakhs Only) [Refundable]
7.	Download of Tender Document	From 22 <sup>nd</sup> February, 2019
8.	Date of Pre bid meeting	11:00 am on 1 <sup>st</sup> March 2019 at NTA Office, Noida
9.	(a) Last date for submission of online Bid, cost of tender document, EMD and hard copy of Annexures etc.	By 3.00 PM of 18 <sup>th</sup> March, 2019
	(b) Last date for submission cost of tender document, EMD and hard copy of Annexures etc.	By 4.30 PM of 18 <sup>th</sup> March, 2019
	(c) Opening of Technical bid	By 3.00 PM of 19 <sup>th</sup> March,2019 at NTA Office, NOIDA
10.	Opening of Financial bid of technically qualified bidders	To be notified later.

#### 4.1 General Information for two bid packet tender:

- The tender is a **"Two Bid"** document. The **technical bid** should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Cost of Tender Form. The Tender fee and EMD can be in the form of DD or Bank Guarantee in favour of DG/NTA or can be remitted online to the bank account of NTA.
- The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida. The details are as under:-
 

Account No.	37714486224
IFSC Code	SBIN0005222
MICR Code	110002422
- The **financial bid** only should contain commercials. **In case, any bidder encloses the financial bid within the technical bid, their bid shall be rejected summarily.**
- All information called for in the enclosed forms should be furnished against the respective columns in the forms. 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.

5. The bidder should enclose requisite bid security (EMD) in form of Demand Draft drawn in favor of **DG 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 . The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder(s). 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.
6. 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.
7. 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 for it.
8. 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.
9. 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 tender fee and EMD in requisite format in favor of Director General **NTA, Noida** is to be submitted. There is no exemption from payment of tender document fees and bids without requisite fees shall not be accepted. **The Hard Copy of original instruments in respect of cost of tender document, earnest money Deposit(EMD) and all Annexures must be delivered to Joint Director (Administration), NTA at Noida as per the schedule mentioned in clause 4 of this document.** Late/delayed tenders shall not be accepted, under any circumstances. The technical bid shall be opened at NTA Office, Noida in the presence of bidders who may like to be present.
10. 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.
11. 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 at the risk and cost of the bidder in addition to damages and penalty.
12. **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.**

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

- If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the eligibility criteria.
- If bidder is engaged in any activity which can influence or undermine the confidential process.

In such cases, NTA has the right to cancel or modify the tender.

**4.2 Submission of Tender**

1. The tender shall be submitted online in two part, viz., technical bid and financial bid.
2. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
3. **The technical bid shall consist of –**
  - Technical information as desired in prescribed format
  - Scanned Copy of Tender Fee and Earnest Money Deposit
  - The financial information as per **Annexure –I**
  - The details of similar works as per **Annexure – II**
  - The details of work under execution or awarded as per **Annexure – III**
  - The Performance Report of works referred in Annexure II & III as per **Annexure – IV**
  - Organizational Structure and information as per **Annexure V**
  - **Annexure VI- Deleted**
  - **Annexure – VII – Deleted**
  - Duly filled in **Annexure – VIII** for assessment of Technical Bid
  - Signed and Scanned copy of Tender Acceptance Letter as per **Annexure-X**
4. The financial bid shall consist of Annexure –IX only.

**4.1 Other Terms & conditions of the Tender:**

1. The Tender document is not transferable and its cost is not refundable under any circumstances.
2. The bids shall be valid for 120 days from the date of opening of Technical bids.
3. The firm so selected would be required to carry out NTA work as per job description. No TA/DA/conveyance/transportation/postage charges, etc. will be admissible for execution of the work.

- 4 Counter conditions in matters concerning payment of bills shall not be acceptable.
- 5 Any dispute arising out in relation between the parties, will be subject to the jurisdiction of Delhi Courts only.
- 6 A Committee duly constituted and authorized by NTA may inspect the site of the agency/firm to assess and verify the manpower, infrastructure available with them.
- 7 NTA reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- 8 NTA reserves the right to restrict and deny the entry of any staff member of the bidder, if so deemed appropriate by it, in its office premises .
- 9 The bidder will ensure that the staff engaged are disciplined and maintain full decorum of the office.
- 10 Continuance of the contract and payment of the work done shall be subject to satisfactory performance and fulfilling of all the terms and conditions of the contract duly certified by concerned officer/ in-charge. The contract may be cancelled at any time without assigning any reason for the same. The decision of the DG/NTA in this regard shall be final and binding.
- 11 Time is the essence of the contract and the bidder shall adhere to the time schedule as prescribed by the NTA for execution of the work.
- 12 If it is found at any time that the systems as per scope of work is not functioning in accordance with the agreed terms and conditions, the NTA shall be entitled to withhold all payment of the bidder and forfeit the Security Deposit.
- 13 The bidder will ensure that the space provided at the Office Premises by NTA is not misused in any manner.
- 14 An appropriate agreement will be executed by the successful bidder with the NTA, on the agreed terms and conditions. The NTA will deal with the successful bidder directly and no sub-contractor/agent/consultant etc. is allowed.
- 15 If work gets stopped due to fault of the bidder, then penalty shall be levied for such stoppage at such rate as given in penalty clause in the tender document.
- 16 Service provider will be responsible for any kind of accident/ loss caused by them during the entire duration of work.
- 17 Service provider will also ensure confidentiality of the data and its processing. If any person deployed by the service provider in connection with the work is found guilty and misbehaves with person deployed at NTA Office Premises or found indulging in activities harmful to smooth conduct of the work, the service provider will also be held responsible for his act in addition to the individual. No payment shall be made by the NTA for the particular job, and a penalty of 10% of total contract value will be imposed in addition to initiating civil/criminal proceedings against the concerned person.
- 18 The rates should be inclusive of any incidental charges including the cost of transportation to and fro from the NTA, handling and delivering of the materials and required manpower at every stage in contract etc.
- 19 The bidder should take care that the rates and amount should be retained in such a way the interpolation is not possible. No column / space should left blank which may otherwise make the bid liable for rejection.
- 20 The bidder submitting the bid will be presumed to have considered and accepted all the terms and conditions. No enquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the bid.
- 21 Any act on the part of the bidder to influence any person in the NTA will be a cause for rejection.
- 22 In case the agency is not able to execute the job in time or to the entire satisfaction on quality or credentials, then the NTA may allot the work to any other agency at any time. The difference between the rates agreed to between the NTA and the third party, which would undertake such work shall be liable to be payable by the defaulting firm along with the penalty, if any, imposed by the NTA. The Bank Guarantee submitted by the

firm shall be liable to be forfeited in whole or part as per decision of the NTA, which shall be final.

- 23 The agency shall be required to undertake full responsibility of the safe custody and to maintain secrecy of data and documents supplied by the NTA. Each document and data given by the NTA will have to be kept strictly confidential and no part of it shall be divulged to any person at any time without written authorization from the NTA. In case of lapse, the agency will be fully responsible for the consequences.
- 24 The rates should strictly be in accordance with the specifications and terms specified. Submission of incomplete Bid or of different specifications other than the specifications mentioned in the Tender Document and without samples shall lead to 'summarily rejection' of Bid.
- 25 NTA reserves the right to award the rate contract to one or all bidders or empanel the other bidders.

## **5. Scope of Work:**

5.1 The scope of work includes Supply of Ball Pens at NTA, Noida on F.O.R. Destination basis For Professional Entrance Examination Conducted by National Testing Agency, their packing as per NTA norms and dispatch to the nominated location/ person on all India basis. The ball pen should be of reputed brand available in the market i.e. Reynolds, Pentel Bolly, Cello, Flair, Linc, Rotomac, Luxor, Montex, Camlin brands.

5.1.2 The total quantity of Ball Pens to be supplied per examination is approximately 15 Lakhs with an option of +/- 30 % per Exam.

## **5.2 Technical Specifications of Ball Pen:**

- a. Ball Pen (Black) having Tip size 0.5mm to 0.8 mm and good quality strong transparent PVC body with minimum 1" rubber grip.
- b. Ink Black: 0.3 gm. of ink and shall be able to write smooth and continuous line of 1000 meters. Quick drying ink, non-smearing after 5 seconds.
- c. Refill: it should be made of plastic, sufficiently hard and rigid and have low moisture absorption. It should be strong and concentric with ball. Shall be filled with non-reacting black ink. The ink shall not overflow the barrel or leak around the ball.
- d. Should not ooze out ink during disuse. Writing Tip: 1mm from brass or nickel, copper alloy or stainless steel or any other non-corrosive material having same hardness characteristics.
- e. Refill size: Minimum 107 mm.
- f. Ball: made of stainless steel or tungsten carbide hardness of ball shall be between 650 to 750 Hz. Ball to have free rotation to enable smooth writing but not be loosely fitted not loosen in use.
- g. Grip: Rubber grip, minimum 1 inch i.e. 2.54 cm.
- h. Label: Upto 16 letter in silver/gold or any other color as per the instructions of the Board.
- i. Life: Ball Pen should be usable upto 2 years.



### 5.3 Labeling of Ball Pens:

The body of ball pen should be labelled upto 16 letters in silver/gold or any other color as per the requirement of NTA and should not carry any other label of manufacturer or supplier.

### 5.4 Packing Condition :

1. The packing should be in a packet containing 26 ball pens in a suitable good quality polythene pack and these packets of 26 pens each will be packed in strong good quality corrugated cardboard box. These packets of 26 Ball Pens will be called one unit and number of units depending upon the number of candidates in a center (as communicated by NTA) will be packed in strong corrugated cardboard boxes with sufficient packing material to avoid breakage during transportation. On the top of the cardboard box the details of the number of ball pens and the details of end consignee (at exam center) should be pasted in legible form. The number of pens to be packed in cardboard boxes will be as per the requirement of the NTA.
2. The delivery of the Ball Pens shall have to be made F.O.R at any establishment of the NTA at NTA, Noida in the manner and packing specified in the supply order. No extra payment/charges incurred as a consequence of wrong delivery/mis-interpretation of the terms and conditions of agreement or otherwise shall be allowed or permitted.

### 6. Qualification /Eligibility Criteria:

- 6.1. All the criteria given in table below are mandatory for qualification.
- 6.2. The criteria must be met by the entity bidding for the project i.e. qualification, experience etc. of the sister/associate companies shall not be considered.
- 6.3. Consortium/JV bidding is not allowed
- 6.4. The bidder is required to use the formats and guidelines provided in the Annexures to provide information on the eligibility criteria.

### 6.5. Qualification Criteria Parameters:

Following will be the qualification/eligibility criteria. Bids not meeting the qualification/eligibility criteria will be rejected and will not be evaluated.

S.No.	Qualification Criteria	Supporting Compliance document
1.	<b><u>Company Existence</u></b> The Applicant shall either be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 2013 / the partnership Act, 1932/GST Act etc.	Copy of Certificate of Incorporation and copies of GST registration, PAN certificate etc and other relevant certificates.
2.	<b><u>Turnover</u></b> The Bidder has to be profitable with annual average turnover from Supply of Stationery items of at least Rupees One Crore during the last three financial years i.e. 2015-16, 2016-17, 2017-18 .	Audited balance sheets and Profit and loss statements and/or a certificate by Chartered Accountant (CA) of the bidder's organization

3.	<p><b><u>Past Experience:</u></b> Bidder should have Past Experience of having completed Supplies of Stationery including ball pens to the Govt. Organizations/Autonomous Bodies/Educational Institutions/Reputed private organizations of total value Rs. 20 lakhs in one or more contracts during the last 3 financial years 2015-16, 2016-17 &amp; 2017-18 and current financial year-2018-19.</p>	<p>The firm should also submit the list of organization where such material has been supplied in the last three years with copies of contract /work order and satisfactory completion certificate from customer.</p>
4.	<p><b><u>Declaration</u></b></p> <ol style="list-style-type: none"> <li>1. The Bidder or any of its Directors/Partners/Proprietors etc. should have not been black listed by any Government organizations/Departments or have not been convicted for any offence by any court of law as on date.</li> <li>2. The bidder should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies.</li> </ol>	<p>Self-declaration by authorized signatory.</p>
5.	<p><b><u>Sample</u></b> The Tenderer must submit 6 Ball Pens as samples stating Brand name on the body of sample. The sample should fulfil the laid down minimum technical specifications by the NTA <b>in Clause-5.2</b></p>	<p>Samples should be given in the original pack only and it should be submitted along with Technical bids. The packing should be as per packing condition in technical specification as per <b>Clause-5.2</b>. The outer packing should indicate tender number/due date and name of bidder neatly.</p>

## 7.0 Delivery Condition

The delivery of Ball Pens shall be made within 15 days from the receipt of the packing statement/address of end consignee from NTA as per issue of supply order by the NTA. The delivery is to be made on F.O.R Destination basis.

## 8. Bid Evaluation Process----Evaluation of Offers:

This is a two packet tender. The first packet shall be techno-commercial and the second packet shall be financial. The bid evaluation process shall be as under:

- 8.1. NTA will examine commercial responsiveness for all the bids as first step. Bid should comply with mandatory commercial responsiveness requirements i.e. tender cost and earnest money (EMD). NTA will examine commercially responsive bids for compliance of Qualification/Eligibility criteria. In case any of the bids is either not

commercially responsive or does not meet the qualification/eligibility criteria, it shall be summarily rejected.

- 8.2. Only the bids that are commercially responsive and meet the qualification/eligibility criteria shall be considered for technical evaluation. However, NTA also reserves the right to seek clarification pertaining to qualification criteria/technical evaluation at the stage of assessing compliance to qualification/eligibility criteria. This shall not tantamount to such bids being considered to be fulfilling the qualification/eligibility criteria.
- 8.3. As part of Technical evaluation, the documents sought vide relevant tender clauses shall be inspected.
- 8.4. Financial bid evaluation will only be done for bidders which are declared to be technically suitable.

#### **8.5 Financial evaluation:**

The Financial bid of the bidders who are declared technically suitable shall be opened at this stage and shall be taken up for financial evaluation as per criteria given below:

8.5.1 For the purpose of relative ranking of bids, the total price of ball pen as per Annexure IX for delivery at NTA, Noida basis quoted by the bidder in shall be taken into account.

8.5.2 Final selection shall be made on basis of the lowest cost as above from amongst the bids for which financial bids as per **Annexure –IX** are opened.

#### **9.0 Risk Purchase Clause:**

In the event of failure of the supplier to supply the Ball Pens by as per terms and conditions of contract, NTA may impose a penalty as per the terms & condition of the tender and may blacklist the firm for a period as deemed fit. NTA also reserves the right to procure the defaulted quantity of ball pens from any other source at the risk and cost of the defaulting supplier who shall be liable for the loss incurred by NTA and will be recovered from the pending dues of the supplier.

In case of any dispute regarding imposition of penalty, forfeiture of Performance Security on account of violation of terms & conditions, the decision of the DG, NTA shall be final and binding upon the Supplier.

### **11. Payment Terms:**

1. No advance payment shall be made under any circumstances to the successful bidder.
2. Rate quote by the bidder shall be inclusive of all incidental cost of service provider including transportation, handling, and installation.
3. The payment shall be in Indian Rupees and shall be paid only as per term & condition of payment.

4. Performance bank guarantee needs to be submitted by successful bidder before signing of agreement between NTA and successful bidder.
5. All Payment shall be subject to deduction of applicable TDS.
6. No interest will be paid to the successful bidder on the security deposit.
7. The payment will be made on submission of bill in duplicate, complete in all respects with copy (ies) of challan bearing details of work executed.=
8. Payment will be made for actual number of ball pens accepted by NTA less deductions and returns if any.

## **12. Inspection, Acceptance & Rejection Procedure:**

- a. The Ball Pens shall have to be supplied as per requirement of the NTA. Upon receipt of Ball Pens, a Committee shall take sample on random basis to check the specifications, etc. Only those supplies which meet specifications shall be acceptable and rest all shall be rejected and would have to be lifted by the supplier at his own cost.
- b. The NTA shall take random samples from the supplied material. Any difference in the specifications shall render the entire supply liable for rejection and supplier shall have to lift rejected material at his own cost on 'as is where basis' is. The supplier shall be liable to change the inferior and/or damaged supplied material at their cost. The decision of the DG, NTA shall be final and acceptable to the supplier in respect of diminution of price on account of inferior and for damaged material.
- c. In case of any defect in the supplied ball pens or not conforming to the specifications, the bidder shall replace the pens within 07 days at his own cost. Not more than 2% of supplied pens should be defective or of inferior quality and are to be replaced by the supplier at their own cost within stipulated period. In case more than 2% pen are found to be defective or of inferior quality the NTA reserves the right to impose proportionate penalty on the bill amount.
- d. If the supplier fails to lift the above rejected material within two weeks' time, the NTA shall have the right to dispose it off by auction and no claim of the supplier shall be permissible.
- e. Quantity of Ball Pens will be accounted on the basis of net receipt in the stores.

## **13. Liquidated Damages for delay in supply:**

The successful bidder will have to complete the supply of ball pens within the specified time mentioned in the work order which will be normally within 15 days from the receipt of the packing statement. A penalty @ 4% per week on the proportionate amount shall be levied in case the supplies are not completed in accordance with the given delivery time schedule subject to a maximum penalty of 10% of the total contract value.

## **14. Return of Unused Ball Pens;**

Unused Ball Pens supplied by the manufacturer upto 3% of Total Quantity supplied per examination may be returned to the supplier, cost of which should be adjusted against the total payments due to the supplier.

## ANNEXURE-I

### 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).

**Table-1: Total Turnover**

S. No.	Details	(1) 2015-16	(2) 2016-17	(3) 2017-18
i)	Gross annual turnover			
ii)	Profit/Loss			

- II. Please attach - 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.
- III. Note: Attach additional sheets, if necessary.

**(Signature with date and Seal of Bidder)**

## ANNEXURE-II

### DETAILS OF Pre and Post exam work EXECUTED

S N0	Name of work/ Project & Location	Organization	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.

(Signature with date and Seal of Bidder)

**ANNEXURE-III**

**DETAILS OF WORK UNDER EXECUTION OR AWARDED**

S N0	Name of work/Project & Location	Organization	Contract Value	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

**(Signature with date and Seal of Bidder)**

**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 Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Telephone No(s): \_\_\_\_\_  
E-mail : \_\_\_\_\_
3. Agreement No. : \_\_\_\_\_
4. Estimated Cost : \_\_\_\_\_
5. Tendered Cost : \_\_\_\_\_
6. (A) Date of Start : \_\_\_\_\_  
(b) Stipulated date of completion : \_\_\_\_\_  
(c) Actual date of completion : \_\_\_\_\_
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 any)
  - (a) Quality of work - Excellent/ Very Good/ Good/ Fair: \_\_\_\_\_
  - (b) Resourcefulness - Excellent/ Very Good/ Good/ Fair: \_\_\_\_\_

**(Signature with date and Seal of Bidder)**



**STRUCTURE OF THE ORGANIZATION**

1. Name and address of bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. (a) Telephone No. : \_\_\_\_\_  
(b) Fax No. : \_\_\_\_\_  
(c) Email address : \_\_\_\_\_
3. Legal Status (Attach copies of original document defining the legal status).  
A Limited Company or Corporation: \_\_\_\_\_
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities:  
(Attach attested photocopy)  
(a) Registration Number : \_\_\_\_\_  
(b) Organization/Place of registration: \_\_\_\_\_  
(c) Date of validity : \_\_\_\_\_
5. Names and titles of Directors & Officers with Designation to be concerned with this work with  
Designation of individuals authorized to act for the organization:  
\_\_\_\_\_  
\_\_\_\_\_
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.  
\_\_\_\_\_  
\_\_\_\_\_
8. Have you or your constituent partner(s) been debarred/black listed for tendering in any organization at any time? If so, give details.  
\_\_\_\_\_  
\_\_\_\_\_
9. Area of specialization and Interest : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Any other information considered necessary but not included above.  
\_\_\_\_\_  
\_\_\_\_\_

**(Signature with date and Seal of Bidder**

**ANNEXURE – VI**

**Deleted**

**Deleted**

## ANNEXURE – VIII

### TECHNICAL BID FORM

**Supply of Ball Pens at NTA, Noida on F.O.R. Destination basis  
For Professional Entrance Examination Conducted by National Testing Agency**

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

The amount of EMD of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) is also being remitted through Demand Draft/RTGS/NEFT No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of the Director General, National Testing Agency, Noida.

Sl. No.	Particulars	Information to be furnished by the firm/agency along with documentary proof
1	Name of the firm/Agency with Complete Address, Phone nos., Mobile nos. & email IDs.	
2	Year of incorporation of the Firm (Copy be enclosed)	
3	GST Registration No./PAN No. (Copy be enclosed)	
4	Total Experience (copies to be enclosed)	
5	Annual Turnover(Financial year)duly certified by a Chartered Accountants firm 2015-16 2016-17 2017-18	
6	Details of contracts/work order executed during Last three financial years with satisfactory completion certificate from end customers along with their address and phone No. (copy may be enclosed)	
7	Details of cost of Tender document.	
8	Details of EMD	

## ANNEXURE – IX

### FINANCIAL BID FORM (Rate Schedule)

**Tender for Supply of Ball Pens at NTA, Noida on F.O.R. Destination basis  
For Professional Entrance Examination Conducted by National Testing Agency**

Dated:\_\_\_\_\_

The Director General  
National Testing Agency  
NOIDA-201309

After having gone through the terms and conditions as enlisted in the tender document  
for Tender for **Supply of Ball Pens at NTA, Noida on F.O.R. Destination basis  
For Professional Entrance Examination Conducted by National Testing Agency**

I/We accept all the terms and conditions of the tender document and quote the rate given  
below which are inclusive of all charges including transportation, handling, and  
incidental charges with delivery on F.O.R. Destination basis at NTA, Noida as indicated  
in the supply order.

**Table-1:**

SN	Name of the Item	Specification	Quantity per exam	Name of the Brand of Ball Pen	Price per Ball Pen(exclusive of Tax) (in Rs.)
1	Supply of Ball Pens on F.O.R. Destination at NTA, Noida(without labeling) (C1)	As per specification in the Clause-5.2 of Tender Document Part-II	15 Lakhs +/- 30%		
2	Labeling of Pens (C2)	As per specification in the Clause-5.3 of Tender Document Part-II			

**Total Cost (C1+C2)=...**

#### Note

1. **The total of C1+C2 in Table-1 will taken into account for relative ranking of bids.**
2. **The actual quantity may vary based on actual number of candidates and will be indicated in the supply order.**
3. **Rate of GST will be as applicable and to be indicated by bidder separately .**

**Signature of owner/authorized Officer of the firm/agency  
Name  
Address with seal of the Firm**

Place:\_\_\_\_\_

Date:\_\_\_\_\_

## ANNEXURE – X

### **TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

**Date:**

**To,**

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---

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**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 is not presently blacklisted/ debarred by any Govt. Department/Public sector undertaking/autonomous body.**

**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: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) 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**

- 1) 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.