



NATIONAL TESTING AGENCY

Excellence in Assessment

NATIONAL TESTING AGENCY

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

First Floor, NSIC-MDBP Building Okhla,
Industrial Area, New Delhi-110020

TENDER DOCUMENT FOR

Tender Reference Number: As mentioned on GeM Portal

Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency

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Cost of Tender Form: Rs. 10,000

EMD: Rs. 25 Lacs

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Section I: Notice Inviting Tender (NIT)

Notice Inviting Tender (NIT)

The Director General, National Testing Agency (hereinafter referred to as 'the Authority' and 'the Department' respectively), invites proposals (hereinafter referred to as 'the Bid(s)') for entering into a contract for "Selection of agency to provide Security and Surveillance services during multiple examination being conducted by National Testing Agency" (hereinafter referred to as 'the Services'), using the selection method as specified in TIS. This Request for proposal (TENDER) Document, reference number, TENDER No./ xxxx (hereinafter referred to as 'the TENDER Document'), gives further details.

The TENDER Document

This NIT, an integral part of the TENDER Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Bids. 'Tender Information Summary' (TIS) appended to this letter gives a salient summary of the relevant information, including the Selection Method to evaluate TENDER. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete TENDER Document for details before submission of their Bids.

Availability of the TENDER Document

The TENDER Document shall be published in the Government e-Marketplace (GeM) (hereinafter referred to as 'the Portal') for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded TENDER Document is free of cost. If the Department happens to be closed to the deadline for the availability of the TENDER Document, the deadline shall not be extended.

Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person of the Department as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended in case of any intervening holidays.

Eligibility and Qualification Criteria for Participation in this TENDER

Participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria as described in Section VII: Qualification and Evaluation Criteria. Responses not meeting the minimum qualification criteria will be rejected and will not be evaluated.

Bidder unless otherwise stipulated in TIS/ AITB:

- 1) Must:
 - (a) be Public Sector Undertaking, Private Limited or Public Limited Company registered under the Indian Companies Act or 2013 of GOI,
 - (b) Have Valid registration regarding GST and PAN.
 - (c) Consortium / Joint venture bid not allowed. Proprietorship / Partnership firms are not allowed to participate.

- 2) Must:
 - (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
 - (b) Not stand blacklisted by the Tender Inviting Authority or its Ministry/ Department from participation in its Tender Processes as on date of bidding;

- (c) Not be convicted (within three years preceding the last date of bid submission) or stand blacklisted by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- (d) Not have a conflict of interest, which substantially affects fair competition.
- 3) Must fulfil all the conditions mentioned in pre-qualification criteria in Section VII of this tender document.
- 4) Must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender Document.

Pre-Bid Meeting:

If indicated in TIS, Bidders are requested to attend a Pre-Bid meeting to clarify the TENDER's technical requirements and commercial conditions at the time, date, and place mentioned therein.

Submission of Bid:

- 1) Bid must be uploaded by the submission deadline mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended. Further details are given in ITB.
- 2) **Integrity Pact:** If indicated, in the TIS, all Bidders shall have to sign the Integrity Pact with the Department as per 'Form 5: Integrity Pact'. In such cases, Bids without a signed Integrity Pact shall be rejected.

Bid Opening

Bids received shall be opened online on or after the specified date and time in TIS. If the office is closed on the specified date of opening of the Bids, the opening shall be done on the next working day at the same time.

Disclaimers and Rights of the Authority

The issue of the Tender Document does not imply that the Authority is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) reject any or all of the Bids, or
- b) cancel the tender process; or
- c) abandon the procurement of the Services

Note: For further details, please refer to appended TIS and the complete TENDER Document.

Digitally Signed by

Tender Inviting Authority (TIA)

Director General, National Testing Agency

Appendix: Tender Information Summary (TIS)

Appendix to NIT: Tender Information Summary (TIS)

TENDER Document No. TENDER No./ xxxx;

Tender Title: Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency

| Tender Information Summary (TIS) | | | |
|---|---|---|-------------------------|
| 1.0 Basic Tender Details | | | |
| Tender Title/ Name of Assignment | Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency | | |
| Tender Reference Number | AS per GeM Portal | | |
| Tender Type | Open Tender - Domestic | Tender Category | Services |
| Selection Method | LCS | Tender Fee | 10,000/- |
| Tender Inviting Authority (TIA) | Director General, NTA | The Department: | National Testing Agency |
| Address for Communication | First Floor, NSIC-MDBP Building, Okhla Phase-III, New Delhi-110020 | | |
| 2.0 Critical Dates | | | |
| Published Date | 06/12/2024 | Bid Validity (Days from the date of Bid Opening) | 180 days |
| Document Download Start Date & Time | 06/12/2024 Time | Document Download End Date & Time | 13/12/2024 Time |
| Clarification Start Date & Time | 09/12/2024 Time | Clarification End Date & Time | 09/12/2024 Time |
| Bid Submission Start Date & Time | 13/12/2024 Time | Bid Submission Closing Date & Time | 13/12/2024 Time |
| Technical Bid Opening Date & Time | 13/12/2024 ; Time | | |
| Bid Opening (Financial Bid) Date & Time | To be notified later to the technically qualified bidder | | |
| Period of Contract | The contract shall be for a period of One Year, extendable for another two years on satisfactory performance, from the date of award of work. | | |
| 3.0 Obtaining the TENDER Document and clarifications | | | |
| Available at | Government e-Marketplace (GeM), | https://gem.gov.in/ | |

| | | | |
|--|---|--|---|
| | NTA official Website | https://nta.ac.in/ | |
| Cost of TENDER Document (INR) | NIL | | |
| Office/ Contact Person/ email for clarifications | Director General, NTA Email: procurement@nta.ac.in | | |
| 5.0 Pre-Bid Meeting | | | |
| Pre-Bid Meeting | Yes | | |
| Place, time, and date of the Pre-Bid Meeting | _____ 09/12/2024 _____ - 6 pm _____ Through Virtual meeting as well | | |
| Date and Time before which Written queries for the Pre-Bid Meeting must be sent (Post this no queries will be entertained) | _____ 08/12/2024 _____ before 3pm _____ | | |
| 7.0 Documents relating to Bid Security and Performance Security | | | |
| Bid Security (EMD) Amount in INR: | 25 Lacs | Is Bid Securing Declaration permitted in lieu of Bid Security | No |
| Performance Security | (5% of Work Order value) | Bid Security (EMD)/ Performance Security to be addressed/ in favour of | Director General, NTA payable at New Delhi |
| Form of Bid/ Performance Security | Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee/ NEFT/ Online Payment through Portal from any of the Commercial Banks or Nationalized Banks | Address for submission of Bid Security (EMD)/ Performance Security | Office of the Director General, National Testing Agency, NSIC-MDBP Building, Okhla Industrial Estate, New Delhi, Delhi 110020 |

Section II: Instructions to Bidders (ITB)

The TENDER Document

Basic Tender Details

This 'TENDER Document' details the terms and conditions for entering a contract for providing the Security and Surveillance services during multiple examination being conducted by National Testing Agency (hereinafter called 'the Services') described in Section VI: Schedule of Requirements.

Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), details tenets of interpretation (GCC-clause 1.1), definitions (GCC-clause 1.2), document conventions (GCC-clause 1.3) and abbreviations (GCC-clause 1.4), which shall also apply to the rest of the TENDER Document.

Overview of Contents

- 1) Unless otherwise stipulated in AITB, the Sections, Forms and Formats comprising this TENDER Document are described in ITB-clauses 1.4, 1.5 and 1.6 below.
- 2) Separate BOQ file for Financial Bid on the Portal will also form part of the TENDER Document. Any generic reference to TENDER Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this TENDER Document.
- 3) Bidders must submit the Bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below (as relevant).

Sections of the TENDER Document

Sections of the TENDER Document

The TENDER Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Bidders (ITB)
- 3) Section III: Appendix to Instructions to Bidders (AITB)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Schedule of Requirements
- 7) Section VII: Qualification and Evaluation Criteria

Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the TENDER.

Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)

Section II: "Instructions to Bidders" (ITB), along with Section III: "Appendix to Instructions to Bidders (AITB)", provides the relevant information as well as instructions to assist the Bidders in preparing their Bids. It also includes the mode and procedure adopted for receipt/ opening, evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well.

Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions governing the resulting contract. In case of a conflict, provisions of the SCC

shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/AITB.

Section VI: Schedule of Requirements

Section VI: Schedule of Requirements describes the background, purpose/ objectives, Detailed Scope of Work etc. The various activities related to Security and Surveillance services are categorized in below Table:

| S. No | Category Code | Category Description |
|-------|---------------|---|
| 1 | Category – A | FRISKING OF CANDIDATES THROUGH HHMD |
| 2 | Category – B | CCTV RECORDING AND LIVE STREAMING |
| 3 | Category – C | PHOTO CAPTURING OF CANDIDATES USING SMARTPHONE OUTSIDE CAMPUS WITH NTA APP |
| 4 | Category – D | BIOMETRIC (THUMBPRINT) CAPTURING OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP |
| 5 | Category – E | PHOTOGRAPHS AUTHENTICATION OF CANDIDATES |
| 6 | Category – F | BIOMETRIC (THUMBPRINT) AUTHENTICATION OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP |

Section VII: Qualification and Evaluation Criteria

This Sections lay down the:

1. **Pre- Qualification Criteria** for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive.
2. **Evaluation Criteria** stipulates the scheme for evaluating various technical criteria.

Forms (To be filled, digitally signed, and uploaded by Bidders)

Bidders must fill up the following Forms.

1) **Technical Bid:**

- i. Form 1: Bid Form – (To serve as a covering letter to both the Techno-commercial and Financial Bids)
- ii. Form 1.1: Bidder’s Information
- iii. Form 1.2: Eligibility Declarations
- iv. Form 2: Qualification Criteria Compliance
- v. Form 2.1: Financial Capability Statements
- vi. Form 2.2: Affidavit for non-blacklisting
- vii. Form 3: Checklist for Bidders. The bidder must also upload the Checklist to confirm that he has complied with all the instructions in the TENDER Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Bidder from complying with all the requirements stipulated elsewhere in the TENDER Document.
- viii. Form 4: Bank Guarantee Format for Earnest Money Deposit
- ix. Form 5: Integrity Pact
- x. Any other format/ Form if stipulated in AITB or considered relevant by the Bidder.

2) **Financial Bid**

The financial Bid is to be submitted in a separate file as per the **Format 1: Price Schedule**.

Other Formats

- 1) Format 2: Contract Form (Required after Letter of Award)
- 2) Format 3: Bank Guarantee Format for Performance Security

Department - Rights and Disclaimers

The Department

Bids are to be addressed to the Director General, National Testing Agency.

Right to Intellectual Property and confidentiality:

- 1) The TENDER Document and associated correspondence are subject to copyright laws and shall always remain the property of the Department and must not be shared with third parties or reproduced, whether in whole or part, without the Department's prior written consent.
- 2) However, Bidders may share these to prepare and submit their Bids with their employees, Sub-contractor(s), OEM's, Solution Providers or holding Company.
- 3) This condition shall also apply to Bidders who do not submit a Bid after downloading it or are not awarded a contract.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - i. now or hereafter is or enters the public domain through no fault of Bidder;
 - ii. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Department; or
 - iii. otherwise lawfully becomes available to Bidder from a third party with no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Procurement Process or the contract.

Right to Reject any or all Bids

The Department reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender Process, and issue another TENDER for the same or similar Services before the award of the contract. It would have no liability to the affected Bidder(s) or any obligation to inform them of the grounds for such action(s).

Disclaimers

Regarding the Purpose of the TENDER Document

The TENDER Document is neither an agreement nor an offer to the prospective Bidder(s) or any other party. The purpose of the TENDER Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

Regarding Documents/ guidelines

The TENDER Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Bidders and the Department. No other Government or Department's document/guidelines/Manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the TENDER Document, shall have any locus-standi in such a relationship. Therefore, such documents/guidelines/Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.

Regarding Information Provided

Information contained in the TENDER Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the TENDER Document or subject to which that was provided. Similar

terms apply to information provided verbally, in the documentary, or any other form, directly or indirectly, by the Department, its employees, or associated agencies.

Regarding TENDER Document:

- 1) The TENDER Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the TENDER Document to the bidder(s) is on various matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) The Department, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the TENDER Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any Bidder, on such account.

Bidders – Participation in this TENDER process

Eligibility to participate

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria'. Bidder should meet (as on the date of this bid submission) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. receives or has received any direct or indirect subsidy/ financial stake from another Bidder; or
- iii. has the same correspondence address or same legal representative/ agent as another bidder for purposes of this Bid; or
- iv. **Conflicting Relationships:** has close business/ family relationship with a staff of the Department who are/ would be directly/ indirectly involved in any of the following activities:
 - a) preparation of the TENDER document
 - b) evaluation of Bids or award of Contract, or
 - c) implementation/ supervision of the resulting Contract

Selection Method

- 1) Unless otherwise specified in TIS, the selection method applicable in this TENDER shall be Least Cost Basis Selection (LCBS).
- 2) Please refer to ITB-Clause 10 for details.

Bid Prices, Taxes and Duties

Prices

Competitive and Independent Prices

- a) The prices should be arrived at independently, without restricting competition, communication, or agreement with any other Bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before the Financial Bid opening unless otherwise required by law.

Price Components

Bidder shall indicate in the Price Schedule prices/rates against all the specified components.

Price Schedule

- 1) Bidders are to upload the prices over GeM with the financial breakup as per Format 1 of this Tender document.
- 2) Bidders shall fill in rates other than zero value in the specified cells without leaving them blank.
- 3) The Price should be quoted as Inclusive of GST only.

Currencies of Bid and Payment

The Bidder's currency of Bid and payment shall be quoted entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

Firm Price

Unless otherwise stipulated in the Tender Document, prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

GST Registration Status:

All the Bidders should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Bidders should be registered under GST and furnish a GSTIN number and GST Registration Certificate in their offer.

Payments

General

The payment will be made as per the terms stipulated in AITB.

No Advance Payments

The Department shall make no advance payment of any type.

Downloading the TENDER Document; Corrigenda and Clarifications

Downloading the TENDER Document

The TENDER document can be downloaded as per the details given in NIT clause 2.1.

Corrigenda/ Addenda to TENDER Document

- 1) Before the deadline for submitting Bids, the Department may update, amend, modify, or supplement the information, assessment or assumptions contained in the TENDER Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original TENDER Document. The Bidders must check the website(s) for any

corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the TENDER Document.

- 2) To give reasonable time to the prospective Bidders to take such corrigendum/ addendum into account in preparing their Bids, the Department may suitably extend the deadline for the Bid submission as necessary. After the Department makes such modifications, any bidder who has submitted his Bid in response to the original invitation shall have the opportunity to either withdraw his Bid or re-submit his Bid superseding the original Bid within the extended time of submission.
- 3) The Department may extend the deadline for the TENDER submission by issuing an amendment. In this case, all rights and obligations of the Department and the bidders previously subject to the original deadline shall then be subject to the new deadline for the TENDER submission.

Clarification of the TENDER Document

As detailed in NIT clause 2.2, a Bidder requiring any clarification regarding the TENDER Document may seek clarification from Office/ Contact Person of the Department through an email on the contact email mentioned in TIS. If a modification of the TENDER document is warranted due to such clarification, an addendum/ corrigendum shall be issued as per ITB-Clause 5.2 above.

Pre-Bid Meeting

- 1) If a Pre-Bid Meeting is stipulated in the TIS, prospective Bidders interested in participating in this tender may attend a Pre-Bid Meeting to clarify the techno-commercial conditions of the TENDER at the venue, date and time specified therein.
- 2) Participation is not mandatory: However, if a Bidder chooses not to (or fails to) participate in the Pre-Bid Meeting or does not submit a written query within the dates stipulated in TIS, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 3) The date and time by which the written queries for the Pre-Bid must reach the authority and the last date for registration for participation in the Pre-Bid Meeting are also mentioned in the TIS. No requests will be entertained after the date and time mentioned in TIS.
- 4) After the Pre-Bid Meeting, If required, a clarification letter and corrigendum to TENDER Document shall be issued, containing amendments to various provisions of the TENDER Document. As per ITB-clause 5.2 above, to give reasonable time to the prospective Bidders to consider such clarifications in preparing their Bids, the Department may suitably extend, as necessary, the deadline for the Bid submission.

Preparation of Bids

The Bid

Language of the Bid

The Bid submitted by the Bidders and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the Department shall be written in the English language (hereinafter referred to as the 'Bid Language'. If nothing is specified, the language shall be English). However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided a translation accompanies it in the Bid language. For purposes of interpretation of the Bid, translation in the language of the Bid shall prevail.

Acquaintance with Local Conditions and Factors

At his own cost, responsibility, and risk, the Bidder is encouraged to visit, examine, and familiarize himself with the local conditions and factors. The Bidder acknowledges that before the submission of the Bid, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the contract. Bidders shall be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at

relevant places. On such matters, the Department shall have no responsibility and not entertain any request from the Bidders.

Cost of preparation and submission of Bids

The Bidder(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Department may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Department shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

Interpretation of Provisions of the TENDER Document

The TENDER document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

Alternate Bids are not Allowed.

Unless otherwise stipulated in the AITB, conditional offers, alternative offers, and multiple Bids by a Bidder shall not be considered. The Portal shall permit only one Bid to be uploaded.

Documents comprising the Bid:

Techno-commercial Bid/ Cover

"Technical Bid" shall include inter-alia the scanned copies of duly signed or digitally signed copies of forms as per ITB-Clause 1.5 in pdf format. *The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.*

Financial Bid/ Cover

"Financial Bid" shall comprise the Price Schedule as per the Format 1 of this Tender Document. *No additional technical details which have not been brought out in the Technical Bid shall be brought out in the Financial Bid. A Financial Bid containing material Technical Information not disclosed in the Technical Bid shall be declared non-responsive.*

Bid Validity

- 1) Unless specified to the contrary in the TIS, Bids shall remain valid for a period not less than 180 days from the deadline for the Bid submission stipulated in TIS. A Bid valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Department, the Bid validity shall automatically be deemed to be extended up to the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the Department may request the Bidders to extend the validity period for a specified additional period. The request and the Bidders' responses shall be made in writing or electronically.
 - i. The Bidder has the right to refuse to extend the validity of its Bid, in which case such Bid shall not be further evaluated.
 - ii. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change in the original Bid.

Bid Security - Related Documents

- 1) EMD as Bid Security: The Bidder shall provide Bid Security as Earnest Money Deposit (EMD) for the amount shown in the TIS.

- 2) Modalities of EMD: Unless otherwise provided in TIS, the earnest money shall be denominated in Indian Rupees. Wherever relevant, it shall be in favour of the Account specified in TIS and shall be furnished in one of the following modalities:
- a) Demand Draft or
 - b) Fixed Deposit Receipt or
 - c) Bank Guarantee from any of the commercial banks in the format specified in Form 4, or
 - d) Through NEFT/RTGS
- 3) Forfeiture of EMD: EMD shall be forfeited if the Bidder breaches any of the following obligation(s) under the TENDER:
- (a) withdraws or amends his Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid; or
 - (b) after having been notified within the period of Bid validity of the acceptance of his Bid by the Department:
 - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the TENDER document's conditions.
 - ii) fails or refuses to sign the contract.
- 4) Return of EMD: Unsuccessful Bidders' EMD shall be returned to them without any interest not later than thirty days after the conclusion of the resultant contract. Successful Bidder's EMD shall be returned without any interest after receipt of performance security from them.

Signing and Uploading Bids

Signing of Bid

The individual signing/ digitally signing the Bid or any other connected documents must certify whether he/she signs as:

- Constituted Attorney of the company, or
- Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the Bidder along with Form 1: Bid Form (Covering Letter).

Submission/ uploading of Bids.

Submission/ Uploading to the Portal

Further to details mentioned in NIT clause 5:

- 1) Bids must be uploaded on the Portal mentioned in the TIS until the deadline for the Bid submission as notified therein. If the office happens to be closed on the deadline to submit the Bid as specified above, this deadline shall not be extended. No manual Bids shall be made available or accepted for submission. Bids submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.
- 2) In the case of downloaded documents, the Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information— otherwise, the Bid shall be rejected as nonresponsive. Uploaded Pdf documents should not be password protected. Bidders should ensure the clarity/ legibility of the scanned documents uploaded by them.
- 3) The date and time of the Portal server clock (also displayed on the dashboard of the bidders) shall be the reference time for deciding the closing time of the Bid submission. Bidders are advised to ensure they submit their Bid within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Bid. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their

Bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Department shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.

- 4) Only one copy of the Bid can be uploaded, and the Bidder shall sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the IT Act 2000 as amended from time to time.
- 5) Unless otherwise specified, in TIS, originals of the EMD or copy of EMD payment receipt must be physically submitted in a sealed cover at least 48 hours before the bid submission deadline at the venue mentioned in TIS and acknowledgement/receipt be obtained. Scanned copy of acknowledgement/receipt to be uploaded along with the technical bid. Failure to do so is likely to result in the bid being rejected.
- 6) The Department reserves its right to call for verification, at any stage of evaluation, especially from the successful Bidder(s) before the issue of a Letter of Award (LoA), originals of uploaded scanned copies of documents (uploaded in the TENDER stages). If a bidder fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity (see clause 13 below). Such TENDER Bids shall be liable to be rejected as nonresponsive and other punitive actions for such a breach.
- 7) Regarding the protected Price Schedule, the Bidder shall only enter his name in the space provided in the specified location. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/deletion/ modification of other portions of the excel sheet.
- 8) The Bidder should ensure the correctness of the Bid before uploading and save the system-generated submission summary to confirm the successful Bid upload.

Implied acceptance of procedures by Bidders

Submission of Bid in response to the TENDER Document is deemed to be acceptance of the procedures and conditions of e-Procurement and the TENDER Document.

Modification, Resubmission and Withdrawal of Bids

Modification & Resubmission

Once submitted in Portal, the Bidder cannot view or modify his Bid. However, resubmission of the Bid by the Bidders for any number of times superseding earlier Bid(s) before the submission date and time is allowed. Resubmission of a Bid shall require uploading all documents, including the financial Bid, afresh. The system shall consider only the last Bid submitted.

Withdrawal

- 1) The Bidder may withdraw his Bid before the Bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
- 2) No Bid should be withdrawn after the Bid submission deadline and before the Bid validity period expires. If a Bidder withdraws the Bid during this period, the Department shall be within its right to forfeit the Bid Security, in addition to other punitive actions provided in the TENDER Document for such misdemeanour.

Bid Opening

The Bids shall be opened on or after the date & time of the opening stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid opening falls on is subsequently declared a holiday or closed day for the Department, the Bids shall be opened at the appointed time on the next working day.

Evaluation of Bids and Award of Contract

General norms

Evaluation is based only on declared criteria.

- 1) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its/ his Bid and other allied information deemed appropriate by Department. Evaluation of Bids shall be based only on the criteria/ conditions included in the TENDER Document. The Selection Method to be used for evaluation is mentioned in the TIS.
- 2) Information relating to the evaluation of TENDERS and evaluation results shall not be disclosed to any participant or any other persons not officially concerned with such process until the notification of shortlisting is made.

Clarification of Bids and shortfall documents

- 1) During the evaluation of Techno commercial or Financial Bids, the Department may, at its discretion, but without any obligation to do so, ask the Bidder to clarify its Bid by a specified date. The bidder should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Bid shall be sought, offered, or permitted that may grant any undue advantage to such Bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) The Department reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening and which have not undergone change since then and do not grant any undue advantage to any Bidder. There is a provision on the portal for requesting Short-fall documents from the Bidders. The system allows taking the shortfall documents from bidders only once after the technical Bid opening.
- 3) If the bidder fails to provide satisfactory clarification and/or missing information, its TENDER shall be evaluated based on available information and documents.

Contacting Department during the evaluation

From Bid submission to awarding of the contract, no Bidder shall contact the Department on any matter relating to the submitted Bid. If a Bidder needs to contact the Department for any reason relating to this tender and/ or its Bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Department during the processing of Bids, evaluation, Bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and the Bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the TENDER Document.

Evaluation of Bids

Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive Bid is complete and conforms to the TENDER Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Bids with substantive techno-commercial deviations or other essential aspects of the TENDER shall be rejected as nonresponsive. Only substantively responsive Bids shall be considered for further evaluation. Department reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a Bid shall be rejected as nonresponsive:

- 1) The Bid is not in the prescribed format or is not submitted as per the stipulations in the TENDER Document.
- 2) Failure to provide and/ or comply with the required information, instructions etc., incorporated in the TENDER Document or evasive information/ reply against any such stipulations.

- 3) Required Bid Security (EMD) has not been provided.
- 4) The Services offered are not eligible as per the provision of this tender.
- 5) Bidder is not eligible to participate in the bid as per laid down eligibility.
- 6) The bidder has quoted conditional Bids or more than one Bid or alternative Bids unless permitted explicitly in the AITB.
- 7) The Bid validity is shorter than the required period.
- 8) The Bid departs from the essential requirements stipulated in the bidding document.
- 9) Non-submission of scanned copies of stipulated documents/ declarations.
- 10) Furnishing wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the Bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the TENDER Document for violating the Code of Integrity.

The evaluation process

Unless otherwise stated, only the techno-commercial Bids shall be opened on the stipulated date of opening of Bids. After that, the techno-commercial evaluation shall ascertain whether these Bids meet the requirements of the Terms of Reference, Pre-Qualification and Technical Criteria and Minimum Score. Subsequent opening of financial Bids and financial evaluation shall be done only of Bids declared successful in techno-commercial evaluation. The evaluators of the Technical Bids shall have no access to the Financial Bids until the technical evaluation results are declared and Financial Bids are opened.

Techno-commercial Evaluation

Evaluation of Technical Bids/ Score

Department shall evaluate the Technical Bid and assign scores as per the scheme of criteria and sub criteria as laid down in 'Section VII: Evaluation Criteria'.

Evaluation of Conformity to Commercial and Other Clauses

Bidders must comply with all the Commercial and other clauses of the TENDER Document. The Department shall also evaluate the commercial conditions quoted by the Bidder to confirm that all essential terms and conditions stipulated in the TENDER Document have been accepted without substantive omissions/ reservations/exceptions/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning (but not limited to) Governing laws and Jurisdiction (GCC Clause 3), Bidder's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 7.4), Taxes & Duties (GCC Clause 8.2), and Code of Integrity (GCC Clause 11) shall be deemed to be a substantive deviation and treated as unresponsive.

Evaluation of Techno-commercially Suitable Bidders and Opening of Financial Bids

Each responsive Bid shall be given a technical score applying the evaluation criteria, sub-criteria specified in Section VII: Evaluation Criteria.

- a. A three-stage procedure will be adopted for evaluation of bid proposals, with the pre-qualification being completed before the technical evaluation and thereafter financial proposals being opened and compared.
- b. The selection of the service provider will be based on LCBS.
- c. **Proposal Opening:** - The proposals submitted will be opened by members of the Bid Evaluation Committee, in the presence of the Bidder's representatives who may be present at the time of opening. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.
- d. **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 RFP document to determine the substantial responsiveness of the RFP. For this clause, the substantially responsive bid is one that

conforms to all the essential pre-requisites / eligibility criteria and terms and condition of the RFP without and material deviation.

- 2) The Technical Evaluation Committee may call the service provider for presentation or clarification to assess the understanding of the bidder regarding the scope and magnitude of the work. However, whether to call the bidder for discussion or not is at the sole discretion of the Technical Evaluation Committee constituted for the purpose.
- 3) The list of such techno-commercially suitable Bidders shall be declared on the Portal announcing a date/time and venue for opening their financial Bids. The Department shall notify all Bidders whether their Bid was found responsive/ non-responsive to the TENDER. Financial Bids of successful Bidders only shall be opened online. The financial Bids of unsuccessful Bidders shall remain encrypted and unopened.

Financial Bids Evaluation and Ranking of Bids

Financial Bids Evaluation

- 1) The Financial bid of only those bidders who have been found to be technically suitable/eligible will be opened. The financial bid of technically unsuitable/ineligible bidders will not be opened.
- 2) The Financial Bids of technically suitable/eligible Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- 3) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 4) The Bidder with lowest financial bid (L1) will be awarded.
- 5) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered
- 6) Any conditional bid would be rejected
- 7) Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"
- 8) **Ambiguous Financial Bid:** In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.
- 9) BIDDERS shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Department's decisions are final and binding without any right of appeal whatsoever.

Contract Negotiation

Price Negotiation

Usually, there shall be no price negotiations. However, the Department reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Services and on whom the contract would have been placed but for the decision to negotiate.

During the negotiations, it shall be ensured that no undue advantage accrues to the Bidder and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Department and the Bidder's authorized representative.

Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Department may, at its discretion, ask the Bidder to present the originals of all such documents whose scanned copies were submitted online during shortlisting process and this TENDER process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of

substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Code of Integrity.

Award of Contract

Letter of Award (Acceptance - LoA) and Signing of Contract

Letter of Award (LoA)

The Bidder whose Bid has been accepted shall be notified of the award by the Department before the expiration of the Bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Department shall pay the Bidder in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Department, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

Performance Security

- 1) Within the number of days stipulated in AITB (or 21 days if not specified) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the Bidder to the Department.
- 2) If the Bidder, having been called upon by the Department to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Department at its discretion to annul the award and forfeit EMD.

Signing of Contract

- 1) After the award notification, the Department shall share a copy of the Contract Agreement (as per Format 2: Contract Form along with sub-formats) to a successful Bidder for review. The Bidder may point out to the Department, in writing/electronically, any anomalies noticed in the contract within seven days of receipt. The Contract Agreement shall be executed within 21 days after the date of issue of the Letter of Acceptance and after submission and verification of the Performance Security.
- 2) If asked by the Department, the successful Bidder shall return the original copy of the contract, duly signed, and dated, within seven days from the date of receipt of the contract, to the Department by registered/ speed post or by a suitable digital means.

Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, suppliers, contractors, and Bidders should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts. GCC-clause 11 (including the penalties prescribed therein) shall be considered part of this clause of ITB (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre-award Procurement Process.

Section III: Appendix to Instructions to Bidders (AITB)

TENDER Document No. TENDER No./ xxxx; Tender Title: “Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency”.

Note for Bidders: Following clauses (in column 1), wherever these appear in ITB, shall be taken to be negated or additional provisions be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

| ITB-Clauses | To be read as |
|---|--|
| ITB 1: Contents of TENDER | |
| ITB 1.3, 1.4, 1.5 | Bidder must comply to all the conditions mentioned in each section of this document. Must submit all the forms, affidavits and Formats as mentioned in ITB 1.3,1.4 and 1.5. |
| ITB 3 Bidders - Eligibility | |
| ITB 3.1 | Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the ‘Eligibility Criteria’ detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB. |
| ITB 4. Bid Prices, Taxes and Duties | |
| ITB 4.4.1 | The payment shall be in Indian Rupees and shall be paid only as per following terms of payment. a) Candidates will be applicable as per Admit card generated/issued/appeared. |
| ITB 4.4.2 | <ul style="list-style-type: none"> • No advance payment shall be made under any circumstances. • Payment will be made within 30 days of receipt of work completion certificate, along with Invoice complete in all respects. |
| ITB 5 to 10 Downloading, Preparation, Submission and Opening of Bids | |
| ITB 7.1.1 | Language in which Bids are to be submitted – English |

Section IV: General Conditions of Contract (GCC)

1. General

Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The headings of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
- 5) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.
- 7) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.

Definitions

In the contract, unless the context otherwise requires:

- 1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;
- 2) "Affiliates" shall mean an affiliate of the Service Provider that controls the Service Provider, is controlled by the Service Provider, or is under common control with the Service Provider;
- 3) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Bid;
- 4) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
- 5) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Bidder the acceptance of his Bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Bidder in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Department and the Bidder on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 6) "Bidder" (as a participant in a Tender Process - including the term 'contractor', 'bidder', 'tenderer', 'participant' or 'service provider' in specific contexts) means any company, every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process;
- 7) "Contractor" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Bidder' or 'Firm' or 'Vendor' or 'Successful Bidder' in specific contexts) means any company with whom

- the contract is entered into and shall be deemed to include the Bidders' successors (approved by the Department), agents, Sub-Bidder, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- 8) "Contract Manager" means the Department Officer or a third-party agency who has been assigned the authority by the Department to take all actions on behalf of the Department during the execution of the contract by the contractor;
 - 9) "Day", "Month", and "Year" shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);
 - 10) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;
 - 11) "Goods" (including the terms 'Stores', and 'Material(s)' in specific contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts, procured or otherwise acquired by a Department. Any reference to Goods shall be deemed to include small work or some services that are incidental or consequential to the supply of such goods;
 - 12) "Government" means the Central Government or a State Government, as the case may be and includes agencies and Public Sector Enterprises under it in specific contexts;
 - 13) "Intellectual Property Rights" (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
 - 14) "Joint Venture (JV or JV/C)" means an association or a Consortium with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Department for the performance of the Contract.;
 - 15) "Parties": The parties to the contract are the "Bidder" and the "Department";
 - 16) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
 - 17) "Procurement" (in the context of Public/ Government 'procurement' or 'Purchase', or 'Acquisition' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by a Department, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
 - 18) "Department" means the entity in The Procuring Organization procuring Goods, Works, or Services;
 - 19) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Department;
 - 20) "Procurement Process" (or "Tender"; "TENDER"; "EOI", "Tender Enquiry" in specific contexts): 'Procurement Process' is the whole process from the publishing of the TENDER Document to the resultant award of the contract. 'TENDER Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Department to invite Bids in a Procurement Process. The TENDER Document and Procurement Process may be generically and

interchangeably referred to as "Bid Document", "Tender" or " Tender Enquiry, " which would be clear from context without ambiguity;

- 21) "Bid" (including the term 'tender', 'offer', 'quotation' or 'bid' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;
- 22) "Services" means the activities to be performed by the Bidder under this Contract, as described in Section VI: Schedule of Requirements, Clause 2-Scope of Work thereto;
- 23) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of a Letter of Award or amendment thereof;
- 24) "Variation" means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;

Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate the definition given in the GCC, while 'services' shall have the usual dictionary meaning.

Abbreviations:

| Abbreviation | Definition |
|--------------|---|
| AITB | Appendix to Instructions to Bidders |
| BOQ | Bill of Quantities |
| CBT | Computer Based Test |
| CV | Curriculum Vitae |
| EFT | Electronic Fund Transfer |
| EMD | Earnest Money Deposit (Monetary guarantee to be furnished by a Bidder along with its Bid) |
| EOI | Expression Of Interest |
| FBS | Fixed Budget Selection |
| GCC | General Conditions of Contract |
| GeM | Government e-Marketplace |
| GST | Goods and Services Tax |
| GSTIN | GST Identification Number |
| HSN | Harmonized System of Nomenclature |
| IEM | Independent External Monitor |
| IPR | Intellectual Property Rights |
| ITB | Instructions To Bidders |
| JV/C | Joint Venture/ Consortium |
| LCS | Least Cost Selection |

| Abbreviation | Definition |
|---------------------|------------------------------------|
| LoA | Letter of Award (Acceptance) |
| NIT | Notice Inviting Tender |
| OEM | Original Equipment Manufacturer |
| LCBS | Least Cost Based Selection |
| REOI | Request for Expression of Interest |
| TENDER | Request for Bid |
| SCC | Special Conditions of Contract |
| SOW | Scope of Work |
| TIA | Tender Inviting Authority |
| TIS | Tender Information Summary |
| TOR | Terms of Reference |

The Contract

Language of Contract

The contract and all subsequent correspondence documents, during its execution, between the bidder and the Department shall be written in the Language (hereinafter called the contract's language) as stipulated in the Contract (or, if not so specified, in English). However, the language of any printed literature furnished by a Bidder may be written in any other language provided a translation accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitute the entire agreement between the Department and the Bidder and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

Relationship between Parties

- 1) The parties to the contract are the Bidder and the Department, as nominated in the contract.
- 2) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Department and the Bidder. The Bidder, subject to this Contract, is legally the main principal/ master of the Experts and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- 3) **Authorised Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Department or the Bidder may be taken or executed by the officials specified in the contract.
- 4) **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Bidder shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Department and shall at all times support and safeguard the Department's legitimate interests in any dealings with the third parties.

Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the contract.
- 2) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and signatures of Department, set forth immediately before the GCC;
- 3) the Letter of Award (LoA), if issued
- 4) the SCC
- 5) the GCC
- 6) the Bidder's Bid;
- 7) any other document listed in the contract as forming part of this Contract.
- 8) Integrity Pact, if any

Modifications/ Amendments, Waivers and Forbearances

Modifications/ Amendments of Contract

- 1) After the contract documents have been signed, no modified provisions shall be applicable unless the Department suo-moto or, on request from the Bidder, by written order, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Bidder to the Department.
- 2) If the Bidder does not agree to the suo-moto modifications/ amendments made by the Department, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Bidder has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Department unless and until the same is incorporated in a formal instrument and signed by the Department, and till then the Department shall have the right to repudiate such arrangements.

Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of a department's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Department granting such a waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by Department in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Department to the Bidder shall, in any way whatsoever, prejudice, affect, or restrict the rights of Department under this Contract, neither shall any waiver by Department of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

Governing Laws and Jurisdiction

Governing Laws and Jurisdiction

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. Unless otherwise specified in the Contract, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the deadline for the Bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased as per GCC clause 2.6, by agreement between the Parties hereto, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

Communications

Communications

- 1) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.
- 4) Such communications would be an instruction, a notification, an acceptance, a certificate from the Department, or a submission or a notification from the Bidder. A notification or certificate required under the contract must be communicated separately from other communications.

Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1) **On behalf of the Bidder:** The person who has signed the contract on behalf of the Bidder shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Bidder, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Department reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Bidder liable to the Department for all costs and damages arising from such misdemeanours. However, an opportunity to be heard to be given to the Bidder and/or such person before terminating the contract.
- 2) **On behalf of the Department:** Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the

Department. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

- 1) The Bidder's address as mentioned in the contract, unless the Bidder has notified change by a separate communication containing no other topic to the Department. The Bidder shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
- 2) The Department's address shall be the one mentioned in the contract. The Bidder shall also send additional copies to officers of the Department presently dealing with the contract.
- 3) In case of communications from the Bidder, copies of communications shall be marked to the Contract Manager and the Department's officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless specified before the contract's start, the Department and the Bidder shall notify each other if additional copies of communications are to be addressed to additional addresses.

Bidder's Obligations and restrictions on its Rights

Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Bidder must proactively keep the Department informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

- 1) Where the Bidder is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

Restriction on Potential Conflict of Interests

- 1) Neither the Contractor nor its Sub-contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - i. During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
 - ii. After this Contract's termination, such other activities as may be stipulated in the contract.
- 2) During the term of this Contract and after its termination, the Bidder and its affiliates or Allied firms, as well as any Sub-contractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.
- 3) The payment of the Bidder according to as per terms of the GCC shall constitute the Bidder's only payment in connection with this Contract. The Bidder shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Bidder shall use its best efforts to ensure that any Sub-contractors and the Experts and agents of either shall not receive any additional payment.

Consequences of breach by Constituents of a Bidder

In the event of the Bidder or any of its partners, its Sub-contractors, any of its members in case of JV/C, or their Personnel commit a default or breach of obligations of IPR or Confidentiality then the Department in its discretion, may treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Department as to any matter or thing concerning or arising out breach of obligations of IPR or Confidentiality or on any question whether the Bidder or any partner of the Bidder firm has committed a default or breach of any of the conditions shall be final and binding on

the Bidder. Every decision having adverse effect on the Bidder or the sub-contractor or any terms of this Contract shall be in consonance with the principles of natural justice.

Assignment and Sub-contracting

The Bidder may upon prior intimation to the Department assign or sub-contract any rights or obligations under this Agreement to any other party or Affiliates without prior written consent of the Department. The word “**Affiliates**” shall mean an affiliate of the Service Provider that controls the Service Provider, is controlled by the Service Provider, or is under common control with the Service Provider

Obligation to Indemnify Department

For breach of IPR Rights

- 1) the Bidder shall indemnify and hold harmless, free of costs, the Department and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which may arise in respect of the Services provided by the Bidder under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - i. Any design, data, drawing, specification, or other documents or Services provided or designed by the Bidder for or on behalf of the Department.
 - ii. The sale by the Department in any country of the services/ products produced by the Services delivered by Bidder, and
 - iii. The delivery of the Services by the Bidder or the use of the Services at the Department’s Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Bidder.
- 3) If any proceedings are brought, or any claim is made against the Department arising out of the matters referred above, the Department shall promptly notify the Bidder. At its own expense and in the Department’s name, the Bidder may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Department informed.
- 4) If the Bidder fails to notify the Department within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Department shall be free to conduct the same on its behalf at the risk and cost to the Bidder.
- 5) At the Bidder’s request, the Department shall afford all available assistance to the Bidder in conducting such proceedings or claims and shall be reimbursed by the Bidder for all reasonable expenses.

For Losses and Damages Caused by Bidder

- 1) the Bidder shall indemnify and keep harmless the Department, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Department because of any act or omission or default or negligence or trespass of the Bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Bidder shall make good at his own expense all resulting losses and/ or damages to:
 - a) the Services themselves or
 - b) any other property of the Department or

- c) the lives, persons, or property of others
- 2) In case the Department is called upon to make good such costs, loss, or damages or penalty, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Department may incur about it, shall be charged to the Bidder. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3) The Department shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Bidder, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

Confidentiality, Secrecy and Property and IPR Rights

Property Rights

- 1) All documents and other information, Physical assets, e.g., Equipment, vehicles and materials made available to the Bidder by the Department or submitted by the Bidder to the Department wholly or partly with funds provided by the Department, shall be the property of the Department and shall be marked accordingly. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. Department will not return any Proposal or any information related thereto. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Bidder to Department in relation to this project shall be the property of Department.

IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder under this Contract shall become and remain the property of the Department and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Department's prior written consent. The Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Department, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software but shall not use it for commercial purposes.

Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Department to the Bidder in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Department and shall, without the prior written consent of Department neither be divulged by the Bidder to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the Department, all copies of all such information in original shall be returned on completion of the Bidder's performance and obligations under this contract.

Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Bidder shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

Restrictions on the Use of Information

- 1) Without the Department's prior written consent, the Bidder shall not use the information mentioned in the sub-clauses above except for performing this contract.
- 2) The Bidder shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Department, divulge to any person other than the person(s) employed by the Bidder in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the Bidder may furnish to its Allied firm or Affiliates or its Sub-contractor(s) such documents, data, and other information it receives from the Department to the extent required for performing the contract. In this event, the Bidder shall obtain from such Allied firm or Affiliates/ Sub-Bidder(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Bidder under the above clauses.
- 4) The obligation of the Bidder under sub-clauses above, however, shall not apply to information that:
 - i. the Bidder needs to share with the institution(s) participating in the financing of the contract;
 - ii. now or hereafter is or enters the public domain through no fault of Bidder;
 - iii. can be proven to have been possessed by the Bidder at the time of disclosure and which was not previously obtained, directly or indirectly, from the Department; or
 - iv. otherwise lawfully becomes available to the Bidder from a third party with no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Bidder before the contract date in respect of the contract, the TENDER Document, or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

Performance Bond/ Security

- 1) Within twenty-one days (or any other period mentioned in TENDER Document or Contract) after the issue of the Letter of Award (LoA or the contract, if LoA is skipped) by the Department, the Bidder shall furnish to the Department performance security, valid up to thirty days (or any other period mentioned in TENDER Document or Contract) after the date of completion of all contractual obligations by the Bidder.
- 2) The amount of Performance security shall be stipulated in the TENDER document, or the Contract (or if not specified @3% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
 - i. Unless otherwise stipulated in the TENDER Document or the Contract, Demand Draft, Fixed Deposit Receipt from any commercial bank in India, or online payment in an acceptable form safeguarding the Department's interest, or
 - ii. Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in Format 3: Bank Guarantee Format for Performance Security.
- 3) If the Contractor, having been called upon by the Department to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Department at its discretion to annul the award and forfeit the EMD, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Department at its discretion

- (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
 - (b) without terminating the Contract:
 - i) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever, or
 - ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
- 5) If a contract is amended, the Contractor shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.
- 6) The Department shall be entitled, and it shall be lawful on his part,
- (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - i) Any default, failure, or neglect on the part of the Bidder in the fulfilment or performance in all respect of this contract or any other contract with the Department or any part thereof
 - ii) for any loss or damage recoverable from the Bidder which the Department may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect
 - (b) and in either of the events aforesaid to call upon the Bidder to maintain the said performance security at its original limit by making further deposits, provided further that the Department shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Bidder for similar reasons.
- 7) Subject to the sub-clause above, the Department shall release the performance security without any interest to the Bidder on completing all contractual obligations. Alternatively, upon the Bidder submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
- 8) No claim shall lie against the Department regarding interest on cash deposits, Government Securities, or depreciation thereof.

Department's Obligations

Assistance by the Department

Unless otherwise specified in the Contract, the Department shall use its best efforts to:

- 1) Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.
- 2) Provide to the Bidder any other assistance as specified in the Contract.
- 3) **Access to Project Site:** The Department warrants that the Bidder shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services. Any delay in providing access to Project Site shall be at the cost of the Department and the Bidder shall not be held responsible for any such deficiency or delay in services arising or emanating due to such delay in providing access to Project Site.

Facilities to be provided by the Department

- 1) The Department shall make available to the Bidder, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities, and property and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Bidder shall use such property for the execution of the contract and no other purpose whatsoever.

- 2) In case such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) how the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

Counterpart Personnel

- 1) The Department shall make professional and support counterpart personnel available to the Bidder.
- 2) If counterpart personnel are not provided by the Department to the Bidder as and when required, the Department and the Bidder shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Department to the Bidder as a result thereof.
- 3) Professional and support counterpart personnel, excluding Department's Contract Management and liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform any work assigned to such member by the Bidder that is adequately consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Department shall not unreasonably refuse to act upon such request. In the event of deficiency or delay in services due to any professional misconduct or delinquency of the counterpart personnel, then the Bidder shall not be held responsible and the Department shall make good to the losses suffered by the Bidder due to such aforementioned professional misconduct.

Payment Obligation

Considering the Services performed by the Bidder under this Contract, the Department shall pay the Bidder for the deliverables specified in Section VI: Schedule of Requirements to Bidders and in such manner as is provided in the Contract.

Delivery of Services and delays

Commencement of Services

The Successful Bidder shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned.

The bidder whose bid is accepted shall arrange to start the services after receipt of Letter of Acceptance / Work Order in a time bound manner as indicated by Department for each job/ project/ examination.

Delivery of services, Time of Delivery and Extensions Thereof

Delivery of Services:

The Bidder shall deliver all Services and submit deliverables as per the manner specified in the Contract.

NTA shall intimate the service provider to provide particular security and surveillance services (one or more than one) to be provided for every exam separately with necessary details. The Service provider will have to mandatorily comply with all the instructions (except reasonable deviations) given by NTA from time to time with regard to the security and surveillance services being provided in the conduction of examinations. While working under such given instructions the service provider shall be expected to conduct entire process flawlessly.

Time of Delivery of Services is of Essence of the Contract:

- 1) The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before

completion of the whole, the Bidder shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule.

- 2) It may be kept in mind that time is the essence of this contract, Bidders may note that award of work will be on a project-to-project basis – one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no shortage of required infrastructure and related accessories or delay in respect of multiple examinations. However, the Bidder shall be excused from the requirements of this clause, if the delivery of services is delayed or affected by any delay attributed to the Department or force majeure.

Damages and Deductions Thereof

Right of the Department to recover Damages.

Department shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.

Penalty

- i. In case of any candidate being leftover, intentionally or unintentionally, during Biometric capturing or authentication stage at the time of Examination, Bidder would be penalized by Department as per below:
 - amount of leftover candidates would not be paid
 - 100% amount would be penalized as of leftover (number of candidates* Per Candidate Per Shift rate)
- ii. In case of bidder's staff not being present at Exam venue for Frisking stage at the time of Examination, Bidder would be penalized by Department as per below:
 - amount of leftover candidates would not be paid
 - 100% amount would be penalized as of leftover (number of candidates* Per Candidate Per Shift rate)
- iii. Maximum penalty will be capped at 10% of the Work Order Value for that specific exam. In case applicable penalties extend beyond 10%, department will have the right to terminate the contract.

Liquidated damages

- i. The Department shall, without prejudice to other rights and remedies available to the Department under the contract, deduct from the contract price as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 1/2% per cent (or any other percentage if prescribed) of the related monthly bill of the Services.
- ii. Any failure or delay by any Sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the Bidder from liability for any such loss or damage as aforesaid.

Denial Clause:

- i. no increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and
- ii. Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.
- iii. Nevertheless, the Department shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or any

other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

Limit on total Penalty

However, penalty on account of damages for delays under this clause put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of the Contract of Services.

Force Majeure

- 1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Department in writing, the Bidder shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 30 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.
- 2) Notwithstanding anything written herein, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure. However, the Bidder shall be entitled to payment for services rendered before the occurrence of such Force Majeure conditions and the Department shall be bound to pay the same.

Prices and Payments

Prices

Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. Prices quoted should be inclusive of all taxes, duties, fees, levies etc. including GST (if applicable).

Taxes and Duties

- 1) The Bidder shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.
- 2) If applicable under relevant tax laws and rules, the Department shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) As per Gazette Notification's No. CG-DL-E-28022023-243960 dated 28.02.2023 issued by the Government of India, National Testing Agency is exempted from levy of GST on services provided by the Vendors on Entrance examinations. Bidders are required to quote their prices considering this notification, department shall not be responsible for the Bidder's tax payment under a misapprehension of the law.

Terms and Mode of Payment

- 1) No advance payment shall be made under any circumstances to the successful bidder.
- 2) Rate quoted by the bidder shall be exclusive of all incidental cost of Bidder including transportation, handling, and installation.

- 3) No extra costs shall be paid by Department on any additional account to the successful bidder.
- 4) The payment shall be in Indian Rupees and shall be paid only as per following terms of payment.
 - a) Payment will be made within 30 days of receipt of work completion certificate, along with Invoice complete in all respects.
 - b) Candidates will be applicable as per Admit card generated/issued.

Payments to Bidders

General

- 1) All payments under this Contract shall be made to the Bidder's accounts specified in the contract.
- 2) Currency of Payment: Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (INR).
- 3) The Itemized Invoices: As soon as practicable and not later than fifteen (15) days after the end of each time interval stipulated in the Contract in this regard (if not stipulated, then after the end of each calendar month), the Bidder shall submit to the Department, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval.

Dispute Resolution

Conciliation Committee

Both the Parties hereby agrees and confirms on the constitution of a conciliation committee comprising of 5 members wherein both the Parties shall appoint 2 members each as their representative in the committee which shall be headed by the Director General, NTA which shall be responsible in arriving at amicable solutions in case of any dispute between the Parties related to any Services or terms and conditions of this Agreement. It is also agreed between the Parties that a dispute shall be said to be raised when the aggrieved Party gives an advance notice in writing of 15 days to the other Party. Upon expiry of 15 days from such notice, the conciliation committee shall be constituted which is obligated to arrive at an amicable solution within 30 days from such reference. In case the conciliation committee fails to come at an amicable solution or decision, then the dispute shall be referred to arbitration as per the terms and conditions of this Agreement.

Dispute Resolution

In case of any dispute arising between the Parties in relation to any terms and conditions of this Tender or this Agreement, the conciliation committee shall try to resolve the issue as mentioned herein. If the issue is not settled by conciliation committee, in the manner as prescribed, the same may be resolved firstly by arbitration of 1 + 1 +1 members wherein both the Parties shall select 1 member each, out of which one shall be technical member and the third shall be general member. Upon selection of 1 member each, the dispute shall be decided through the mechanism of voting and any or all orders shall be reasoned and speaking orders. The seat and venue of such arbitration shall be Delhi. Secondly, courts at Delhi shall have exclusive jurisdiction to entertain any disputes arising out of or in relation to this Tender to the exclusion of all other courts. Disputes and Excepted Matters.

Defaults, Breaches, Termination, and closure of Contract

Termination due to Breach, Default, and Insolvency

Defaults and Breach of Contract

In case the Bidder undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honor his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Department's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the Bidder fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Department.
- 2) **Insolvency:** If the Bidder being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the Bidder is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Bidder, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Bidder would be suspended to safeguard needed recoveries due to invoking contractual remedies.

Remedies for Breaches/ Default

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Department, if so decided, shall

- 1) take one or more of the following contractual remedies.
 - i. Recover liquidated damages and invoke a denial clause for delays.
 - ii. Temporarily withhold payments due to the Bidder till recoveries due to invocation of other contractual remedies are complete.
 - iii. Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
 - iv. Encash and/ or Forfeit performance or other contractual securities.
 - v. Prefer claims against the insurance, if any.
 - vi. Terminate the Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.
 - vii. Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.
- 2) By written Notice of Termination for Default sent to the Bidder, terminate the contract in whole or in part, without compensation to the Bidder.
 - i. Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Department after that.
 - ii. Unless otherwise instructed by the Department, the Bidder shall continue to perform the contract to the extent not terminated.
 - iii. All Defect Liability obligations, if any, shall survive despite the termination.
- 3) **Risk and Cost Procurement:** In addition to termination for default, the Department shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Bidder. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Bidder shall be liable for any loss which the Department may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The

Bidder shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Department. It shall not be necessary for the Department to notify the Bidder of such procurement. It shall, however, be at the discretion of the Department to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Limitation of Liability

Notwithstanding written herein or elsewhere, 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 10% of the total value of the work order issued prior to the date of incident. 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 user 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 its obligations, in such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

Termination for Default/ Convenience of Department or Frustration of Contract

Notice for Determination of Contract

- 1) The Department reserves the right to terminate the contract, in whole or in part, for its (the Department's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Bidder at any time during the currency of the contract. The notice shall specify that the termination is for the Department's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Bidder's performance under the contract is terminated, and the date from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Department, the Bidder shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall survive despite the termination.
- 5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Bidder's receipt of the notice of termination shall be accepted by the Department as per the contract terms. For the remaining Services and incidental goods/ works, the Department may decide:
 - i. To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
 - ii. To cancel the remaining portion of the Services and incidental goods/ works and compensate the Bidder by paying an agreed amount for the cost incurred by the Bidder, if any, towards the remaining portion of the Services and incidental goods/ works.

Frustration of Contract

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause (GCC 7.4) or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance.

However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Department shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.

- 2) However, the following shall not be considered as such a supervening cause
 - i. Lack of commercial feasibility or viability or profitability or availability of funds
 - ii. if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

Closure of Contract

Unless terminated earlier as per GCC herein, this Contract shall expire:

- 1) At the end of such a period after the Effective Date as specified in the Contract.
- 2) Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment
- 3) termination and settlements if any.

Cancellation or Postponement

In the event of cancellation prior to examination or postponement of the examination due to any circumstance or situation or condition whatsoever, the Bidder shall be entitled to payment in the following manner:

| Cancellation or Postponement | Payment to be received by Bidder |
|--|--|
| 1 day prior to Date of Exam | The Bidder will receive 80% of the total work order value. |
| Between 2-5 Days prior to date of exam | The Bidder will receive 50% of the total work order value. |
| 6-7 days prior to date of exam | The Bidder will receive 40% of the total work order value. |
| More than one week prior to date of Exam | No payment will be made to Bidder |

Furthermore, in the event of cancellation of examination post completion due to compromise of the system or paper compromised or any illegal activities associated with such examination resulting into cancellation of examination, the Bidder shall be entitled to payment of 100%.

Code of Integrity in Public Procurement; Misdemeanours and Penalties

Code of Integrity

Procuring authorities as well as Bidders, suppliers, contractors, and Bidders - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) **"Corrupt practice"** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
- 2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;

- 3) **“Anti-competitive practice”** - any collusion, Bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Bidders, with or without the knowledge of the Department, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Bid prices at artificial, non-competitive levels;
- 4) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;
- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Service Contract to which this procurement is linked; if they are part of more than one Bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Department who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Department with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- 6) **“Obstructive practice”** - materially impede Department’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Department’s rights of an audit or access to information;

Obligations for Proactive Disclosures:

- 1) Procuring authorities, Bidders, suppliers, contractors, and Bidders are obliged under this Code of Integrity to *suo-moto* proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any Bidder must declare, whether asked or not in a Bid-document, any previous transgressions of such code of integrity during the last three years. Failure to do so shall amount to a violation of this code of integrity.

Misdemeanours

The following shall be considered misdemeanours - if a Bidder, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) Commits any of the following misdemeanours:
 - (a) Violates the code of Integrity mentioned or the Integrity Pact if included in the Tender/ Contract;
 - (b) Any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.
- 2) Commits any of the following misdemeanours:
 - (a) Has been convicted of an offence:
 - i) Under the Prevention of Corruption Act, 1988; or
 - ii) The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - (b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.

- (c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Department to other remedies as per the Tender-documents or the contract, If the Department concludes that a (prospective) Bidder directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Department shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

if his Bids are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off any pre-contract negotiations and;
- 3) rejection and exclusion of Bidders from the Procurement Process

if a contract has already been awarded

- 4) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 5) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 6) Recovery of payments, including advance payments, if any, made by the Department along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

Remedies in addition to the above:

In addition to the above penalties, the Department shall be entitled, and it shall be lawful on his part, to:

- 1) File information against Bidder or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Bidder or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove the Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
- 4) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a Bidder, from participation in future procurements without prejudice to Department's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:
 - a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Bidder or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC Clause 13 above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
 - b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Bidder or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC clause 13 above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

Section V: Special Conditions of Contract (SCC)

Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency".

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision in the SCC shall prevail.

| GCC Clause No. | Topic | To be read as |
|---|--------------------|--|
| GCC 12 Defaults, Breaches, Termination and Closure of Contract | | |
| 12.3.1 | Period of Contract | <i>The contract shall be done for a period of One Year, from the date of award of work. However, the contract may be renewed for another two years (year-on-year basis) on the basis of performance of work provided that both parties agree on mutual terms and conditions as specified in the contract</i> |

Section VI: Schedule of Requirements

TENDER Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency".

1. Objective

e-Tender response invited for "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency".

The prospective bidders are advised to carefully study the detailed scope of work before submitting their bid. The various activities related to Security and Surveillance services required to be provided in Pen-paper based Examination and Computer based Examination are categorized in below Table:

| S. No | Category Code | Category Description |
|-------|---------------|---|
| 1 | Category – A | FRISKING OF CANDIDATES THROUGH HHMD |
| 2 | Category – B | CCTV RECORDING AND LIVE STREAMING |
| 3 | Category – C | PHOTO CAPTURING OF CANDIDATES USING SMARTPHONE OUTSIDE CAMPUS WITH NTA APP |
| 4 | Category – D | BIOMETRIC (THUMBPRINT) CAPTURING OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP |
| 5 | Category – E | PHOTOGRAPHS AUTHENTICATION OF CANDIDATES |
| 6 | Category – F | BIOMETRIC (THUMBPRINT) AUTHENTICATION OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP |

The detailed scope of work of these services as defined below in clause 2.

2. Role of NTA

National Testing Agency (NTA) is a premier, specialist, autonomous and self-sustained testing organization to conduct entrance examinations for admission/fellowship in higher educational institutions. On request, it has also conducted recruitment examinations for Supreme Court of India, some High Courts, Government of India Organizations and State Governments.

3. The CBT and Offline/OMR based Examinations:

NTA conducts examination generally in two modes – the CBT (Computer Based Test) and the offline/OMR (Optical Mark Reader) based. The CBT based examinations are conducted in test centres which are provided by agencies empanelled for exam delivery. The offline/OMR based tests are conducted in educational institutions (schools, colleges etc.) selected by NTA. All these tests are conducted in different cities at different times. The number of cities where NTA exams are conducted range from 1 to more than 550. The list of cities where such biggest exam was held is provided at Annexure -1. The number of centres in a city may range from 1 in some examinations to a maximum of about 150 in some cases.

The minimum number of candidates at a CBT Centre is about 25 whereas the maximum may touch about 4000. Similarly, the minimum number of candidates at an OMR centre is about 250 whereas the maximum may go upto 2000.

4. The steps at the examination Centres:

- a. At any examination centre, the candidates arrive at about 3 hours before the commencement of the examination.
- b. The security guard at the gate sees the admit card and lets the candidate in.
- c. Once inside the campus, each candidate is frisked so as to prevent carrying of any objectionable object inside the examination hall (This process is called Frisking).
- d. Immediately after frisking, a person captures the picture and the thumb impression of the candidate. For this purpose, a Tablet and a fingerprint capturing instrument is used. The database of the candidates in the exam is provided by the NTA. The normal procedure is that there is a QR code on the admit card. Scanning the QR code pulls out the name and roll number of the candidate from the database. The picture and the thumb impression of the candidate is captured and stored against the respective candidate. This entire process is called biometric capture.
- e. The picture of the candidate and the physical appearance of the candidate are to be compared in case of any significant difference the issue is to be brought to the notice of the NTA on real time basis for final decision. In certain cases, NTA may ask the selected agency to validate the thumb impression with the Aadhaar Database. For this purpose, the agency will have to make additional arrangements. This process is called Aadhaar Validation/Authentication.
- f. Inside the examination hall, in case of the CBT the CCTVs are provided by the CBT centre itself. But in case of OMR based examination each examination hall has to be equipped with two/three CCTV cameras by the security agency. Normally each examination hall has 24 candidates. In addition, a few cameras are required at certain vantage locations. The norm is that there should be a CCTV Camera for each group of 12 candidates.
- g. The feed from each camera has to be brought to a control room from which it has to be transmitted to the Command Centre of NTA at its HQ in Delhi. The transmission should be so enabled that the command centre can view each camera feed.
- h. In addition, the entire proceedings captured by the camera has to be given to NTA within 07 days of the completion of the examination.
- i. Normally there are no power outages at the examination centres. But a power backup needs to be in place so that the Live CCTV proceeding & recording at the exam centres remain intact, even when the power goes off.

5. Scope of Work

5.1 FRISKING OF CANDIDATES THROUGH HHMD

- i. Separate security guards to be deployed for male and female candidates.
- ii. Exclusive enclosure for female candidates.
- iii. Hand Held Metal Detector (HHMD) to be used.
- iv. Required only on the examination days.
- v. There may be one or more examination shifts.
- vi. For offline/OMR based exam, there could be a minimum of 250 candidates.
- vii. For CBT based exam, there could be a minimum of 25 candidates.
- viii. A minimum of two security guards for upto 200 candidates (one male and one female).
- ix. Rates should be quoted for 1 security guard day per day (a duty of 9 hours or part thereof is counted as a day).
- x. The security guard to be deployed by the selected agency should have a Police Verification Report and submit the same to the Centre Superintendent/Venue Head on the mock day, along-with the information/documents mentioned below.
- xi. The Supervisor of the security guard(s) shall participate in the mock drill at the designated exam centre and furnish a signed list of security guard (who will be on duty on the exam day) along-with their name, mobile number & Aadhaar card as well as the authority letter of the selected agency providing such services, to the Centre Superintendent/Venue Head on the mock day.
- xii. The security guards on duty shall be in proper uniform.
- xiii. The security guards shall reach their designated exam centre half an hour before the reporting time (for the candidates) and shall remain present there till the completion of the examination.
- xiv. 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.
- xv. No person to be allowed entry without identifications including candidates, staff or flying Squad' inspection.
- xvi. The Bidder should have adequate infrastructure for providing services for metal detector and manpower to make available at all the Examination venues.
- xvii. The Bidder shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services.
- xviii. Bidder shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual.
- xix. The Bidder shall be informed at least 2 weeks in advance about exam centre venues by the concerned authorities of NTA.
- xx. The Bidder is advised to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center.
- xxi. The Bidder will check all admit cards and then only allow entry to candidates.
- xxii. Separate frisking for female candidates. Only female staff will frisk the female candidates in enclosures.
- xxiii. 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.
- xxiv. At every center, minimum, one frisking enclosure, 1 female & 1 male staff with metal detector has to be deployed.

| | |
|---------------------------|--|
| Male Frisking Personnel | One per 100 Male Candidates (Minimum 1 per Centre) |
| Female Frisking Personnel | One per 100 Female Candidates (Minimum 1 per Centre) |

- xxv. Installation of HHMD, Frisking Enclosure at each & every Examination center at the time of examination conducted by NTA.
- xxvi. The Bidder has to submit work completion certificate along with the center details to NTA.

5.2 CCTV RECORDING AND LIVE STREAMING

NTA is keen to implement recording and /or CCTV surveillance system to monitor various activities of the candidates and other persons deployed to conduct examinations at the sub-centres spread all over the Country. Examination date and list of examination centres will be provided to the successful Bidder by the NTA at least 2 weeks before the date of commencement of examination.

- i. The CBT Centres where CCTVs are already in place this service is not required. However, the CBT centres where CCTVs are not in place or not in coverage as per the requirement for a given exam, CCTV Services may be required. Further, the CCTV Services may be required for offline/OMR based examination.
- ii. CCTVs have to be installed at the rate of 1 CCTV @12 candidates (a higher requirement may be demanded).
- iii. For any exam the CCTV will be required for atleast 3 days. The system has to be installed atleast at T-2 days. If examination on 5th of December. The CCTV should be installed and made operational before noon of 3rd December.
- iv. There will be requirement of additional CCTVs at vantage locations such as the entry gate, strong room, control room etc. (A maximum of 10 per centre).
- v. Power backup needs to be in place so that the Live CCTV proceeding & recording at the exam centres remain intact, even when the power goes off.
- vi. The security agency has to make arrangement to provide live feed for each camera to the NTA Command Centre.
- vii. The entire recording of all the cameras Centre wise must be handed over to NTA within 7 days of completion of the examination.
- viii. The resolution of the camera shall be atleast 2MP
 - ix. There can be more than one examination shift per day. All such shifts shall be included in a 'camera day'.
 - x. The rates quoted shall be per camera per day.
 - xi. To organize and provide required manpower to install the CCTV devices at the Centers.
 - xii. CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage by the agency and live feed should reach the NTA Command Centre in its HQ in Delhi.
 - xiii. In case of Live CCTV surveillance, Cameras should be connected to Internet.
 - xiv. During the period of examination, CCTV facility shall not be interrupted due to any technical fault, etc., and the Bidder shall take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.
 - xv. The liability of the NTA will only be limited up to payment of the rental/Lease value of the cameras/ hardware provided and which includes connected service of the job.
 - xvi. Internet and other arrangements on every Exam center would be in the scope of Bidder.
 - xvii. Bidder should have adequate number of Color CCTV cameras available (as backup) in case of emergency.
 - xviii. Bidder has to install CCTV camera as directed by NTA at the time of giving AOC.

5.3 PHOTO CAPTURING OF CANDIDATES USING SMARTPHONE OUTSIDE CAMPUS WITH NTA APP

- i. This activity shall be done after the candidates have been frisked.
- ii. The candidate comes to the photo capturing person and displays his/her admit card.
- iii. The person deployed by the agency uses a smartphone to scan the QR code on the admin card .
- iv. The APP for this purpose is being provided by NTA which must be installed on the Smartphone.

- v. Scanning the QR Code will display the candidate's details including his stored picture. The agency person has to take a portrait picture of the candidate while the candidate is displaying the admit card and transmit this picture to the central database.
- vi. The picture should such taken that the Roll Number as well as photograph of the candidate should be clearly visible.
- vii. One Biometric (photograph) capturing person has to be deployed for every 100 assigned candidates.
- viii. The officials deployed at the centre shall be in proper uniform
- ix. The rate must be quoted for every 100 assigned candidates.

5.4 BIOMETRIC (THUMBPRINT) CAPTURING OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP

- i. Under this service, the agency has to deploy their staff for capturing the thumbprint of the candidate. The agency will have to supply the biometric capturing devices (sensor) and a Tablet connected to it.
- ii. The Tablet must be Android based and must have a cellular connection in it.
- iii. NTA will provide an APP which has to be loaded in the Tablet.
- iv. At this counter, the candidate produce his/her admit card which is scanned by the Tablet which connects it to the central database (in case it is online).
- v. In case, internet is not available, then the thumbprint data will be stored in the Tablets and will be uploaded to the central database once it connects with the internet.
- vi. The devices used should be complied with prescribed rules & regulations of UIDAI.
- vii. One Biometric capturing person has to be provided for every 100 assigned candidates.
- viii. The officials deployed by the agency at the centre shall be in proper uniform
- ix. The rate must be quoted for capture of every 100 assigned candidates.

5.5 PHOTOGRAPHS AUTHENTICATION OF CANDIDATES

- i. In this service, the photograph (face authentication) of the candidate at the centre has to be Authenticated with his/her photograph on UIDAI Database.
- ii. The agency has to provide an Android based Smartphone for capturing the Photographs (face authentication).
- iii. At this counter where the candidates shows his/her admit card, the QR Code has to be scanned.
- iv. A portrait picture (face authentication) of the candidate is taken by the person deployed by the agency. The NTA APP transmits this picture to UIDAI Database to verify and confirm the matching of photographs of the candidate.
- v. On photo (face authentication) authentication person is deployed for every 100 assigned candidates.
- vi. The rate has to be quoted for photograph capture of every 100 assigned candidates.

5.6 BIOMETRIC (THUMBPRINT) AUTHENTICATION OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP

NTA is keen to implement Biometric Capturing and Authentication System to make the examination process robust by implementing Digital Finger-print verification using Aadhaar data and Facial recognition of candidate by verifying Candidate's identity on real-time basis

To monitor various activities of the candidates at the sub-centres spread all over state. Examination date and list of examination centres will be provided to the successful Bidder by the NTA at least 2 weeks before the date of commencement of examination.

- i. In this service, the biometric (thumbprint) of the candidates is verified with his/her data in UIDAI.
- ii. For this purpose, the agency has to provide a person with a thumbprint device connected with a Tablet for every 100 assigned candidates.
- iii. When the candidate appear at this counter, the QR code is scanned by the Tablet. Then the thumbprint of the candidate is taken on a device (as per standards stipulated by UIDAI). The verification APP will be provided by NTA and shall be installed on the Tablet.
- iv. The rate has to be quoted for biometric capture of every 100 candidates.
- v. He/she would carry a Tablet and a fingerprint capturing device.
- vi. The candidates data at the examination centre should be preloaded on the tab.
- vii. The required software will be provided by NTA.
- viii. In case, barcode could not be read by the Tab, then it has to be done manually by feeding either Application No. or Roll No. of the candidate (as assigned in the Admit Card) in the given Tab.
- ix. The Supervisor of the biometric personnel shall participate in the mock drill at the designated exam centre and furnish a signed list of biometric personnel (who will be on duty on the exam day) along-with their name, mobile number & Aadhaar card as well as the authority letter of the selected agency providing such services, to the Centre Superintendent/Venue Head on the mock day.
- x. The biometric personnel on duty shall be in proper uniform.
- xi. The biometric personnel shall reach their designated exam centre half an hour before the reporting time (for the candidates) and shall remain present there till the completion of the examination.
- xii. The selected agency shall ensure full confidentiality of the biometric data so captured and shall provide complete biometric data to NTA within 07 days in secured manner.
- xiii. NTA will provide centre-wise data (Roll numbers with Candidate's Aadhaar details, Photos, Name, Exam date/shift etc.) of all registered candidates to the Bidder. Bidder will then use this data for Fingerprint /Aadhar Verification and Face recognition device and shall enable respective mechanism and candidate verification during the subsequent stages of the process.
- xiv. For candidates where Aadhar based Fingerprint verification is not possible their biometric registration shall involve capturing the digital photo of all those candidates and scanning their thumb print. The scanning of the fingers shall be done in the following sequence if the thumb print scanning cannot be done: Index finger, middle finger, ring finger, little finger.
- xv. NTA will arrange for AUA/ASA/Sub-AUA License to enable Aadhar verification.
- xvi. Image requirements for facial recognition
 - a. GIF, PNG, JPEG, TIFF RGB24 bpp
 - b. Face size: at least 60 pixels between eyes and a sharp image.
- xvii. Biometric activity shall not be stopped on any ground and data capturing /identification work must be completed during the stipulated time period of the examination.
- xviii. After the completion of activity as per scope, the Bidder will hand-over the entire captured data in HDD in a sealed manner with super scribing Exam Name along with report and forwarding letter duly signed by the Bidder to the NTA, within 7 days of examination.
- xix. The Bidder will have to ensure that all the devices must be functional and have captured Fingerprint & Photographs of each and every candidate who have appeared in the examination at each centre.

Section VII: Qualification and Evaluation Criteria

1. Pre-Qualification Criteria

The following will be the minimum qualification/eligibility criteria. Each eligible bidder should possess all the following qualification criteria. All the documents submitted with technical bid should contain the name & designation of authorized signatory with company seal. Responses not meeting the minimum qualification criteria will be rejected and will not be evaluated.

| S. No. | Pre-qualification Criteria | Supporting Compliance document |
|--------|--|---|
| 1. | The bidder shall be a Public Sector Undertaking, Private Limited, Private or Public Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI and should have been into existence in India for last 5 years as on day of bidding. Consortium / Joint venture bid not allowed. Proprietorship / Partnership firms are not allowed to participate. | Copy of relevant Certificates along with <ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration certificate • PAN card |
| 2. | The agency should have employed at least 30,000 employees on their role. | A copy of self-declaration must be submitted. |
| 3. | The agency should have made profits in any 03 (Three) years out of the last 05 (Five) years. | Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization |
| 4. | The Bidder should have an average annual turnover of INR 700 Crores during the last five financial years for Security & Surveillance activity only | Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization |
| 5. | The agency should have a valid PSARA License and this licence should be valid for at least 20 states within the country. | Copy of valid certificates must be submitted along with the bid. |
| 6. | The bidder should not stand blacklisted by any Govt. Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization as on day of tender bidding. | Undertaking to be submitted on Notary affidavit of INR 100 |
| 7. | The bidder should have experience in installation and operation of CCTV. | A copy of self-declaration must be submitted. |
| 8. | The bidder should have installed CCTVs in 10 different locations with each location having installed with 100 CCTVs in any of the last 3 years. | A copy of self-declaration must be submitted. |
| 9. | The bidder should be engaged in Security and Surveillance Services for last 5 Years. | A copy of self-declaration must be submitted. |

2. BIDDING FORMS

1. Form 1: Bid Form (Covering Letter)

(To be submitted as part of Technical Bid, along with supporting documents, if any)

(on Bidder's Letter-head)

To
Director General,
National Testing Agency
First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

Ref: Your TENDER Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency"

Sir/ Madam,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submitting/ uploading our bid including Technical and a separately uploaded financial bid (Price Schedule) for the performance of Services Works in conformity with the said Tender Documents.

(1) Our Credentials

- a) We are submitting this bid on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved.
- b) We are submitting our Bid without any Consortium or JV.
- c) We _____ [Name of Bidder] hereby certify that We are a established and reputed Company and Service Provider having Experience, past performance, Personnel and Financial capability, with offices at _____ [Business Address of the Bidder].
- d) Commercial information about our Organisation is enclosed in Form 1.1

(2) Our Eligibility and Qualifications to participate

- a) We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form.
- b) We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 2: 'Qualification Criteria – Compliance.
- c) We confirm that we don't have any Conflict of Interest as stipulated in this TENDER.

(3) Our Bid to deliver Services:

We offer to deliver the subject Services with requisite Performance Standards and within Delivery Schedules in conformity with the TENDER Document.

(4) Prices:

We hereby offer to perform the Services at our best prices and rates mentioned in the separately uploaded Financial Bid. It is hereby confirmed that the prices quoted therein by us are:

- a) Based on the terms of delivery and delivery schedule confirmed by us; and
- b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the Bid self-contained and complete, has been indicated therein, and
- c) based on the terms and mode of payment as stipulated in the TENDER Document. We have understood that if we quote any deviation from the terms and mode of payment, our Bid is liable to be rejected as nonresponsive, and
- d) The prices in our offer have been arrived at independently, without restricting competition, any services, communication, or agreement with any other Bidder or competitor relating to:
 - (i) those prices; or
 - (ii) the intention to submit an offer; or
 - (iii) the methods or factors used to calculate the prices offered.
- e) The prices in our offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Bidder or competitor before the Bid opening unless otherwise required by law.

(5) Affirmation of terms and conditions of the TENDER Document:

We have understood the complete terms and conditions of the TENDER Document. We accept and comply with these terms and conditions without reservations.

(6) Bid Security:

We have submitted the Bid Security as

- a) Earnest Money Deposit (EMD) for the amount of Rs. (Rupees.....) valid upto in favour of in the form of Demand Draft/ Fixed Deposit Receipt/ Through NEFT or RTGS/ Online Payment through Portal/ Bank Guarantee in Form T-9A, with reference number dated, issued by . as per the TENDER Documents.

(7) Abiding by the Bid's Validity

We agree to keep our Bid valid for acceptance for a period upto 90 days, as required in the TENDER Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the TENDER Document in case we fail to do so.

(8) Non-tempering of Downloaded TENDER Documents and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded TENDER Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the TENDER Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process and this TENDER are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by the Department, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

(9) A Binding Contract:

We further confirm that if our Bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Bid and your written Letter of Award shall constitute a binding contract between us.

(10) Performance Guarantee and Signing the contract

We further confirm that if our Bid is accepted, we shall provide you with performance security of the required amount stipulated in the TENDER Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/or execute the agreement, the Department has the right to avail of any or all punitive actions stipulated in the tender document.

(11) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

[name, address, and seal of Bidder]

2. Form 1.1: Bidder's Information

(To be submitted as part of Technical bid)
(on Company Letter-head)
(Along with supporting documents, if any)

1) Bidder particulars:

| | | |
|----|--|--|
| a) | Name of the Company | |
| b) | Official Address | |
| c) | Corporate Identity No (CIN) | |
| d) | Date of Incorporation | |
| e) | Permanent Account Number (PAN) | |
| f) | GST/CST/LST/VAT registration No. (as applicable) | |

2) Bidder's Authorized Representative:

| | | |
|----|----------------------------|--|
| a) | Name | |
| b) | Designation | |
| c) | Telephone/ Mobile numbers: | |
| d) | E-Mail Address | |

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

[name, address, and seal of Bidder]

3. Form 1.2: Eligibility Declarations

(To be submitted as part of Technical Bid on Bidder's Letter-head)

(Along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

TENDER Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency".

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.1 and declare as under and shall provide evidence of our continued eligibility to the Authority as may be requested

6) **Legal Entity of Bidder:** _____

7) We Solemnly declare that we:

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) Do not stand declared blacklisted by the any Central/ State Govt. undertaking or PSU or any other Government Organization from participation in its Tender Processes; and/ or
- c) Are not convicted (within three years preceding the last date of bid submission) or stand declared blacklisted by agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- d) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of the Authority, as counter-indicated, in the Tender Document.
- e) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- f) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

[name, address, and seal of Bidder]

4. Form 2: Qualification Criteria Compliance

(To be submitted as part of Technical Bid)
(on Bidder's Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

TENDER Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency".

Note to Bidder: Furnish stipulated documents in support of the fulfilment of qualifying criteria. The list below is indicative only. You may attach more documents as required. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.

Summary of Response to Qualification Criteria

| S. No. | Pre-qualification Criteria | Supporting Compliance document |
|--------|--|---|
| 1. | The bidder shall be a Public Sector Undertaking, Private Limited, Private or Public Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI and should have been into existence in India for last 5 years as on day of bidding. Consortium / Joint venture bid not allowed. Proprietorship / Partnership firms are not allowed to participate. | Copy of relevant Certificates along with <ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration certificate • PAN card |
| 2. | The agency should have employed at least 30,000 employees on their role. | A copy of self-declaration must be submitted. |
| 3. | The agency should have made profits in any 03 (Three) years out of the last 05 (Five) years. | Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization |
| 4. | The Bidder should have an average annual turnover of INR 700 Crores during the last five financial years for Security & Surveillance activity only | Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization |
| 5. | The agency should have a valid PSARA License and this licence should be valid for at least 20 states within the country. | Copy of valid certificates must be submitted along with the bid. |
| 6. | The bidder should not stand blacklisted by any Govt. Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization as on day of tender bidding. | Undertaking to be submitted on Notary affidavit of INR 100 |
| 7. | The bidder should have experience in installation and | A copy of self-declaration must be submitted. |

| | | |
|----|---|---|
| | operation of CCTV. | |
| 8. | The bidder should have installed CCTVs in 10 different locations with each location having installed with 100 CCTVs in any of the last 3 years. | A copy of self-declaration must be submitted. |
| 9. | The bidder should be engaged in Security and Surveillance Services for last 5 Years. | A copy of self-declaration must be submitted. |

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

[name, address, and seal of Bidder]

5. Form 2.1: Financial Capability Statements

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

| S. No. | Details | For any three financial years out of the last five financial years. | | |
|--------|-----------------------|---|--|--|
| | | | | |
| i) | Gross annual turnover | | | |
| ii) | Profit/Loss | | | |
| iii) | Net Worth | | | |

Please attach -

- Audited Balance Sheet

- Profit / Loss statement

- A copy of the same content should be made available on CA letterhead with UDIN number for the document

Note: Attach additional sheets, if necessary.

(Signature of Bidder)

Name:

Date of sign:

Stamp:

6. Form 2.2: Affidavit for Non-Blacklisting

(On Non-Judicial Stamp Paper of INR 100/- duly attested by the Notary Public)

To
Director General,
National Testing Agency
First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

Ref: Your TENDER Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency"

Sir/Madam,

Having examined the abovementioned Tender Document, we, the undersigned, hereby declare that our Company/Firm is having unblemished record and doesn't stand blacklisted for corrupt & fraudulent practices by any Govt. Organization/ Board/ Council/ University/ Commission or any other Government/ PSU / Government undertaking organization as on date of tender bidding.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be rejected.

Yours Faithfully,

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

[name, address, and seal of Bidder]

7. Form 3: Checklist for Bidders

(To be submitted as part of Technical Bid)

(on Bidder's Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

TENDER Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency"

Note to Bidders: This checklist is merely to help the Bidders prepare their Bids; it does not override or modify the tender requirement. Bidders must do their own due diligence also.

| Sr | Documents submitted, duly filled, signed | Yes/ No/ NA |
|-----|--|-------------|
| 1. | Form 1.- Bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Bid) | |
| 2. | Form 1.1: Bidder's Information, Power of attorney, Registration Certificates, etc. | |
| 3. | Form 1.2: Eligibility Declarations | |
| 4. | Form 2: Qualification Criteria Compliance | |
| 5. | Form 2.1: Financial Capability Statements | |
| 6. | Form 2.2: Affidavit for Non-Blacklisting | |
| 7. | Form 3: This Checklist – was ticked appropriately | |
| 8. | Form 4: Bank Guarantee Format for Earnest Money Deposit | |
| 9. | If applicable, Form 6: Duly signed Integrity Pact, If stipulated in AITB. | |
| 10. | Financial Bid was separately uploaded | |
| 11. | Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder | |

8. Form 4: Bank Guarantee Format for Earnest Money Deposit

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

(Ref ITB-clause 13.1.2 and GCC-clause 5.8)

Ref Bank Guarantee No.....

Date.....

To
Director General,
National Testing Agency
First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

Whereas M/s.....with its Registered/ Head Office at.....
(name and address of the Supplier, hereinafter called "the Supplier", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken to submit a Bid, in pursuance of Tender no date..... (hereinafter called "the Tender").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Supplier shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as Earnest Money Deposit for compliance with its obligations as per the Tender;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Supplier such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Supplier's.

We further agree that no change or addition to or other modification of the terms of the Tender made by you shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

9. Form 5: Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical Bid)

TENDER Document No. TENDER No./ xxxx; Tender Title: “Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency”

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__ at _____, India.

BETWEEN

Director General, National Testing Agency for and on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the “The Bidder”, which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economical use of resources and fairness/ transparency in its relations with its Bidder(s) and/ or Bidder(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the Procurement Process and the execution of the contract for compliance with the abovementioned principles.

Section 1 - Commitments of the ‘The Principal’

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the Procurement Process, treat all Bidder(s) with equity and reason. The Principal shall, in particular, before and during the Procurement Process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Procurement Process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ‘Bidder’

(1) The 'Bidder' commit themselves to take all measures necessary to prevent corruption. The 'Bidder' commit themselves to observe the following principles during participation in the Procurement Process and during the contract execution.

a. The 'Bidder' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the Procurement Process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Procurement Process or during the execution of the contract.

b. The 'Bidder' shall not enter any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelisation in the Procurement Process.

c. The 'Bidder' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical Bids, and business details, including information contained or transmitted electronically.

d. The 'Bidder' of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder/ Bidders of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers", shall be disclosed by the Bidder. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative must be in Indian Rupees only. A copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in the Appendix to this agreement.

e. The 'Bidder' shall, when presenting their Bid, disclose any and all payments made, are committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the contract award.

f. Bidder who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender Process and exclusion from future contracts

If the 'Bidder', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder' from the Procurement Process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the 'Bidder' from the Procurement Process prior to the award according to Section 3, the Principal is entitled to demand and recover from the 'Bidder' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the Procurement Process.

(2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Procurement Process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidder/ Contractors/ Subcontractors

(1) In the case of Sub-contracting, the Principal Bidder shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the Procurement Process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Bidder(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder, Bidder or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the [Name of Department].

(3) The Bidder(s)/ Bidder(s) accepts that the Monitor has the right to access, without restriction, all Project documentation of the Principal, including that provided by the Bidder. The Bidder shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the [Name of Department] and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding

recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the [Name of Department] within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit Bids for correcting problematic situations.

(8) If the Monitor has reported to the Head of the [Name of Department] a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Head of the [Name of Department] has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidder 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the [Name of Department].

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

10. FORMATS

11. Format 1: Price Schedule

To
Director General,
National Testing Agency
First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

Ref: TENDER Document No. TENDER No./ xxxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency"

Sir/Madam,

PRICE-BID Format

| CATEGORY | SERVICE DESCRIPTION | Unit | Total Cost |
|--------------|---|---|----------------------------|
| Category – A | FRISKING OF CANDIDATES THROUGH HHMD | The rate must be quoted for every 100 assigned candidates | To be quoted on GeM Portal |
| Category – B | CCTV RECORDING AND LIVE STREAMING | Price per camera per day | To be quoted on GeM Portal |
| Category – C | PHOTO CAPTURING OF CANDIDATES USING SMARTPHONE OUTSIDE CAMPUS WITH NTA APP | The rate must be quoted for every 100 assigned candidates | To be quoted on GeM Portal |
| Category – D | BIOMETRIC (THUMBPRINT) CAPTURING OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP | The rate must be quoted for every 100 assigned candidates | To be quoted on GeM Portal |
| Category – E | PHOTOGRAPHS AUTHENTICATION OF CANDIDATES | The rate must be quoted for every 100 assigned candidates | To be quoted on GeM Portal |
| Category – F | BIOMETRIC (THUMBPRINT) AUTHENTICATION OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP | The rate must be quoted for every 100 assigned candidates | To be quoted on GeM Portal |

Methodology for evaluation:

- a. For the purpose of evaluation, the Total Cost for providing the aforesaid 6 services at an examination centre for 500 candidates shall be assumed. It shall be assumed that there will be 2 shifts, each with 500 assigned candidates. The exam shall be for 01 Days for purpose of installation of CCTV Camera, 03 camera days should be taken into consideration and 10 extra cameras (in addition to the norms of 01 camera per 12 candidates) shall be provided for the entire centre.
- b. It shall be presumed that all the 6 services are being provided fir the 500 candidates in 2 shifts on a single day. The total cost should be arrived at with above presumptions. For ease of understanding, the working out is shown in the following table:

| CATEGORY | SERVICE DESCRIPTION | Unit | Total Cost (in Rs.) |
|--|---|---|----------------------------------|
| Category – A | FRISKING OF CANDIDATES THROUGH HHMD | The rate must be quoted for every 100 assigned candidates | = Unit Price x 5 |
| Category – B | CCTV RECORDING AND LIVE STREAMING | Price per camera per day | = Unit Price x (500/12 + 10) x 3 |
| Category – C | PHOTO CAPTURING OF CANDIDATES USING SMARTPHONE OUTSIDE CAMPUS WITH NTA APP | The rate must be quoted for every 100 assigned candidates | = Unit Price x 5 |
| Category – D | BIOMETRIC (THUMBPRINT) CAPTURING OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP | The rate must be quoted for every 100 assigned candidates | = Unit Price x 5 |
| Category – E | PHOTOGRAPHS AUTHENTICATION OF CANDIDATES | The rate must be quoted for every 100 assigned candidates | = Unit Price x 5 |
| Category – F | BIOMETRIC (THUMBPRINT) AUTHENTICATION OF CANDIDATES OUTSIDE CAMPUS WITH NTA APP | The rate must be quoted for every 100 assigned candidates | = Unit Price x 5 |
| GRAND TOTAL (in Rs.) in figures | | | =Category (A+B+C+D+E+F) |

THE BIDDER HAVING THE LOWEST GRAND TOTAL COST FOR 500 CANDIDATES AS STATED ABOVE SHALL BE CONSIDERED AS THE LOWEST.

NOTE:

- It is mandatory to quote for all the items in the tender document.
- An examination centre for 500 candidates shall be assumed.
- Two examination shifts shall be assumed in a day. One shift takes about 6 hours.
- The examination shall be for one day.
- The manpower required shall be worked out as per the norms given above.

- Three camera days shall be taken into consideration
- 10 extra cameras (in addition to the norm of one camera per 12 candidates) shall be provided.
- The total cost for this centre for providing all the 6 services shall be worked out.
- The bidders with the lowest total cost will be selected.
- Candidates will be applicable as per Admit card generated
- This Rate Contract would remain valid for the entire duration of the project.
- NTA is not bound to take all the services in each examination conducted by them. NTA may use any of the above services as and when required.
- The rate quoted by the Service Provider shall be inclusive of all incidental costs including transportation, handling, and installation etc.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

[name, address, and seal of Bidder]

12. Format 2: Contract Form

(Ref ITB-clause 13)

To
Director General,
National Testing Agency
First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

Contract No..... dated.....

To

Bidder [Write Name]

[Complete address of the Bidder]

Subject:

Ref: 1. This office's Letter of Award No..... dated

2. This office TENDER Document No. TENDER No./ xxx; Tender Title: "Selection of agency for Security and Surveillance Services during multiple examinations being conducted by National Testing Agency", dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the TENDER Document')

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is executed on this ___ day of _____, 2024 in _____ and shall take effect from _____, 2024 ("**Effective Date**"), by and between:

_____, having its registered office at _____, (hereinafter referred to as the "**Department**" or "**Authority**" or "**_____**") to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include its successors-in-interest and permitted assigns;

AND

[Name of the Service Provider] [CIN - _____] a company registered under the laws of India, , having its registered office at _____ (hereinafter referred to as "**Service Provider**" or "**Company**") to be represented by _____ Authorized Signatory on behalf of the Company, which expression, unless repugnant to the context or otherwise, shall be deemed to mean and include his heirs, executors and administrators.

The expression of the terms "Service Provider" or "Company and Department" or "Authority" or "**_____**" shall hereinafter referred individually referred to as "**Party**" and collectively as "**Parties**"

WHEREAS

_____ is in the business of providing collection of services related to as per *tender no.* _____ dated _____, (referred to as "**Tender**") under which _____ has been declared L1 and will work on certain projects as set forth in individual statements of work (each a "**Project**") to provide the Services, and _____ desires to be retained by _____, to work on such Project(s).

NOW, THEREFORE, in consideration of the mutual promises and agreement set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS:

In this agreement, the following terms shall, unless repugnant to the context, have the following meanings:

- 1.1. **"Agreement"** shall mean this Agreement, all annexure, schedules, attachments, exhibits attached hereto and includes any modifications and revision to such documents from time to time.
- 1.2. **"Confidential Information"** means and includes any and all information or content shared by the parties relating to the services covered under this Agreement and business of the parties, which is obtained or received directly or indirectly in writing or orally, by the receiving party, from either party or through any other person, pursuant to its functions under this Agreement; and any or all emails, software, data, tables, analysis, statistics, compilations, studies, financials, projections, documents and records relating the services contemplated under this Agreement and any business of the party provided to the other party or obtained by other party pursuant to or as a result of its functions under this Agreement and includes any material that may be developed or generated from any confidential data, information or matters provided.
- 1.3. **"Scope of Work"** shall mean and include the "Services/ Supplies / Deliverables" which has been agreed as per Tender no. _____ Dated _____ between the Parties and as set forth in this Agreement. In the event that there is any conflict between the terms of this Agreement and the terms of Scope of Work, the terms contained in this Agreement shall prevail.
- 1.4. **"Charges" and "Fees":** shall means the Fees mutually agreed between the Parties and payable by <Name of Department/Authority> to Service Provider for rendition of Services under this Agreement as per the format of price/Financial Bid defined in the Tender and the same shall form part of this Agreement.
- 1.5. **"Invoice":** Detailed Invoice shall be raised by Service Provider for rendition of Services from time to time.
- 1.6. **"Services/ Supplies/ Deliverables"** shall mean and include all the services to be performed by the Service Provider in accordance with the terms as defined in ___ of the TENDER/ **"Exhibit A"** of this Agreement (as the case maybe).

2. SERVICE / SUPPLIES:

- 2.1. _____ shall provide the Services/Supplies items as specified in the TENDER/Exhibit A (as the case maybe). (the **"Services / Supplies."**)
- 2.2. The award of work shall be on a project-to-project basis wherein one project shall be treated as one examination. The work order shall be issued from time to time accordingly.

- 2.3. Parties may mutually agree in writing to add to the scope of the Services / Supplies/ Deliverables on mutually agreed terms from time to time. Any such changes agreed between the parties in the scope of Services / Supplies/ Deliverables shall take effect from the date as agreed between the parties. Such addendum or amendment shall form part of this Agreement after being executed by both the parties.

3. PAYMENT AND PENALTY TERM:

Service Provider shall be entitled to Charges/Fees as per the Tender terms. However, any change or modification in the Charges/Fees shall be revised mutually in writing and shall form part of the Addendum/Agreement, as the case maybe. Furthermore, both the Parties hereby agrees that the duly submitted and accepted financial bid shall be annexed herein this Agreement.

4. ROLES AND RESPONSIBILITIES OF SERVICE PROVIDER

- i. <Name of Department/Authority> shall determine the manner and means by which the Services shall be performed subject to terms of the SOW/Work Order as mutually agreed between the Parties.
- ii. Service Provider agrees to work closely with the Department’s representatives in the performance of Services and shall be available to Department’s representatives, at all reasonable times, provided intimation (emails permitted) is given to the Service Provider.

5. TERM

This Agreement commences on the Effective Date and shall be valid for a period of 3 (Three) years from the Effective Date (“**Term**”). Upon expiry of the Term, both the Parties may mutually extend the period to another 2 (Two) years wherein the terms and conditions shall be as mutually decided between the Parties (“**Renewal Term**”). Subject to other terms and conditions of the Agreement

Upon expiry or termination of the Agreement, the both Parties agree that:

- a) Payment of all outstanding unpaid invoice amounts to the Service Provider by the <Name of Department/Authority>; and
- b) <Name of Department/Authority> shall cease using the Services with an immediate effect.
- c) All rights and obligations accrued prior to the date of termination/expiry of any Work Order shall survive such expiry or termination.

6. CANCELLATION OR POSTPONEMENT

In the event of cancellation prior to examination or postponement of the examination due to any circumstance or situation or condition whatsoever, the Service Provider shall be entitled to payment in the following manner:

| Cancellation or Postponement | Payment to be received by Service Provider |
|--|--|
| 1 day prior to Date of Exam | The Service Provider will receive 80% of the total work order value. |
| Between 2-5 Days prior to date of exam | The Service Provider will receive 50% of the total work order value. |

| | |
|--|--|
| 6-7 days prior to date of exam | The Service Provider will receive 40% of the total work order value. |
| More than one week prior to date of Exam | No payment will be made to Service Provider |

Furthermore, in the event of cancellation of examination post completion due to compromise of the system or paper compromised or any illegal activities associated with such examination resulting into cancellation of examination, the Service Provider shall be entitled to payment of 100%.

7. FORCE MAJEURE

“Force Majeure Event(s)” shall mean and include events and occurrences beyond the control of the affected Party including, but not limited to, acts of God, pandemic, strikes, work stoppage or other labour disturbances, disruptions due to third parties, network interferences, war, or sabotage. Neither Party shall be liable for any performance that is prevented or hindered due to a Force Majeure Event. In the event either Party is constrained from discharging its obligations due to a Force Majeure Event, such Party shall, within 10 (ten) days of occurrence of such an event, provide a written notice (emails permitted) of such Force Majeure Event to the other Party, and the affected Party’s obligations shall stand suspended for the duration of the Force Majeure Event. However, in the event Services are already rendered or are continuing to be rendered, the payment obligation incurred, by the <Name of Department/Authority>, as per the terms of the Agreement shall subsist even during a Force Majeure Event. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving fourteen (14) days written notice to the affected Party.

8. 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 5% of the total value of the work order issued prior to the date of incident. 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 user terms in respect of Service Provider’s application system. The Service Provider 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 <Name of Department/Authority> to perform any of its obligations, in such event, Service Provider shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge _____ for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

9. INDEMNITY

_____ shall indemnify and hold harmless, _____ and any of its respective officers, directors or employees against any third-party and the Principal’s liabilities, actions, claims (including settlement costs), suits, proceedings (including any proceeding brought before any court, regulatory body, arbitration panel or other tribunal), direct or substantial or consequential damages, judgments or expenses including reasonable attorney’s fees and other expenses of litigation (each, a “Claim”, collectively the “Claims”) that arise out of (i) the performance of the Services (including, without

limitation, a claim based upon infringement or misappropriation of third party's intellectual property rights or idea misappropriation) by the _____ and _____ affiliates, (ii) any breach by the _____ and _____ affiliates of its obligations hereunder, or any other provision of this Agreement.

10. NOTICES

Any notice provided for in this Agreement shall be in writing and shall be (i) first transmitted by email, and then confirmed by postage, prepaid registered post with acknowledgement due or by recognized courier service; or (ii) sent by postage, prepaid registered post with acknowledgement due or by recognized courier service, to the relevant party at its address set out below:

In the case of notices to <Name of Department/Authority>:

- Name:
- Designation:
- Address:
- Email:

In the case of notices to the Service Provider:

- Name:
- Designation:
- Address:
- Email:

All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission, if transmitted by email; or (ii) in case sub-clause (i) does not apply, the expiry of 7 (seven) business days after posting, if sent by post.

Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement and shall inform the other Party in writing within 10 (ten) days of change.

In case of any dispute regarding the delivery of the notices to the other Party, delivery by emails transmission shall be preferred over the postal transmission.

11. CONFIDENTIALITY

- A. During the continuity of this Agreement, "**Confidential Information**" of disclosing party, means any information or proprietary materials (in every form and media) of disclosing party made available to, disclosed to or otherwise obtained by the receiving party in connection with this Agreement, including, but not limited to, information relating to disclosing party's financial data, products, services, design documents data, reports, analyses, costs, prices or discount structure, names, business opportunities, technical specifications, documentation, and other materials contained in or related to any of the foregoing.
- B. **Use of Confidential Information.** Disclosing Party retains all right, title and interest in, to and under its Confidential Information and grants only the rights expressly permitted under this Agreement. The receiving party agrees not to use any Confidential Information of disclosing party for any purpose except for performing the obligations pursuant to this Agreement. The receiving party shall promptly notify disclosing party in the event of any unauthorized use or disclosure of its Confidential Information. The receiving party: (i) may copy disclosing party's Confidential Information only as required to perform its obligations hereunder and shall

reproduce disclosing party's proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original; (ii) must return or destroy disclosing party's Confidential Information when no longer needed, upon request, or at termination or expiration of this Agreement; (iii) must take the same care it uses to protect, and avoid unauthorized disclosure, release, or use of its own Confidential Information of like importance, but not less than reasonable care; (iv) may disclose disclosing party's Confidential Information only to those employees, affiliates and independent contractors who have a need to know and use the Confidential Information for purposes permitted or required by this Agreement, provided that the employees, affiliates and independent contractors have agreed in writing, prior to any disclosure of Confidential Information to any such employee, affiliate or independent contractor, to maintain the confidentiality of the information under terms no less stringent than those specified herein and are not competitors of disclosing party; and (v) may use Confidential Information to perform its obligations under this Agreement, and its employees, affiliates and independent contractors with a need to know, are authorized to do the same. In the event of a breach or threatened breach by receiving party, the receiving party agree that monetary damages may not be an adequate remedy, therefore, disclosing party shall be entitled to injunctive relief in addition to monetary damages as an equitable remedy to restrain the receiving party committing the breach, from any such breach, threatened or actual.

- C. **Exclusions from Confidential Information.** Notwithstanding the provisions of clause 11(b), the following will not be considered Confidential Information under this Agreement: (a) information that is independently developed by the receiving party without use of, reference to or reliance on disclosing party's Confidential Information; (b) information that is or has become publicly known through no fault or act of the receiving party; (c) information that is lawfully known by the public at the time of disclosure and is not subject to restriction; and (d) information that is lawfully obtained, without a duty of confidentiality, from a third party that rightfully makes such disclosure without breach of a duty of confidentiality or other wrongful act by the receiving party. The receiving party may disclose Confidential Information of disclosing party if required to do so by law; provided that the receiving party promptly furnishes disclosing party with written notice of such legally required disclosure and cooperates with disclosing party's reasonable efforts, at its own cost and expense, to obtain a protective order, other appropriate protection of the disclosing party's Confidential Information.

12. INTELLECTUAL PROPERTY

"Intellectual Property" means all intellectual property, whether existing or future including, without limitation, all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, source code, object code, upgrades, updates, name and data associated with software and Services, computer programs, databases, copyrights, licenses, franchises, formulae, designs, including all related rights therein, irrespective of status of registration. Each Party retains all rights in their respective Intellectual Property (ies) and nothing in this Agreement/Work Order/Tender shall be construed as a transfer or assignment of any Intellectual Property from the _____ to the _____.

_____ shall, at all times, retain all rights, interest and title in the Services including but not limited to all and any derivatives, customizations, and improvisations or any part or portion thereof.

Both Parties hereby agrees and confirms to take due care, to protect and safeguard the Intellectual Property of each other. Notwithstanding anything contained elsewhere in the Agreement/Tender/Work Order, _____ reserves the right to temporarily suspend Services, which

it reasonably believes is/are being used for unauthorized purpose(s), or upon apprehension of Intellectual Property infringement from such access and shall promptly notify the _____ of such suspension. However, before such suspension, _____ shall inform the _____ in writing in advance to enable remedial actions on Customer part.

_____ agree that _____ may upon a prior intimation to _____, use Your logo, brand name, and trademark for the limited purposes of displaying You as a client/recipient of the Services.

13. REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS

Each Party warrants and represents that:

- a. it has all legal and proprietary rights in their respective Intellectual Property; and has the legal right and authority to execute this Agreement and has completed all corporate actions necessary, to execute this Agreement;
- b. the performance of its obligations under this Agreement is not in violation of any Applicable Laws and does not conflict with the obligation(s) under any agreement with any third party;
- c. that the Work Order including the Tender and this Agreement, when executed and delivered would constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with the terms prescribed therein.

14. ASSIGNMENT

Service Provider in its discretion assign any rights or obligations under this Agreement to any other party or Affiliates without prior written consent of the Department. The word “**Affiliates**” shall mean an affiliate of the Service Provider that controls the Service Provider, is controlled by the Service Provider, or is under common control with the Service Provider.

15. CONCILIATION COMMITTEE

Both the Parties hereby agrees and confirms on the constitution of a conciliation committee comprising of 5 members wherein both the Parties shall appoint 2 members each as their representative in the committee which shall be headed by the Director General, NTA_which shall be responsible in arriving at amicable solutions in case of any dispute between the Parties related to any Services or terms and conditions of this Agreement. It is also agreed between the Parties that a dispute shall be said to be raised when the aggrieved Party gives an advance notice in writing of 15 days to the other Party. Upon expiry of 15 days from such notice, the conciliation committee shall be constituted which is obligated to arrive at an amicable solution within 30 days from such reference. In case the conciliation committee fails to come at an amicable solution or decision, then the dispute shall be referred to arbitration as per the terms and conditions of this Agreement.

16. DISPUTE RESOLUTION

In case of any dispute arising between the Parties in relation to any terms and conditions of this Tender or this Agreement, the conciliation committee shall try to resolve the issue as mentioned herein. If the issue does not settle by conciliation committee, in the manner as prescribed, the same may be resolved firstly by arbitration of 5 (Five) members wherein both the Parties shall select 2 (Two) members each, out of which one shall be technical member and the other shall be general member. Upon selection of 2 (Two) members each, the arbitration tribunal shall be headed by _____. The dispute shall be decided through the mechanism of voting and any or all orders shall be reasoned and speaking orders. The seat and venue of such arbitration shall be Ranchi. Secondly, courts at Ranchi shall have exclusive jurisdiction to entertain any disputes arising out of or in relation to this Tender to the

exclusion of all other courts.

17. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed (i) to constitute the Parties as employer and employee, principal and agent or partners; or (ii) to allow either Party to create or assume any obligations, whether express or implied, on behalf of the other Party for any purpose, or to commit the other Party in any way to any third Party.

18. WAIVER

Waiver by any party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

19. ENTIRE UNDERSTANDING & MODIFICATIONS

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and shall supersede any and all prior correspondence including but not limited to email correspondence, proposal etc. The Agreement can be modified only by an instrument in writing signed by the Parties.

20. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For
<Name of Department/Authority>

For
SERVICE PROVIDER

Sign:

Sign:

Name:
Designation:

Name:
Designation:

WITNESS:

Witness No. 1

Witness No. 2

Name:

Name:

Address:

Address:

Signature:

Signature:

Dated:

Dated:

To be Enclosed as part of Agreement:

- i) Accepted Financial Bid*
- ii) Exhibit A (if applicable)*

13. Format 3: Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

(Ref ITB-clause 13.1.2 and GCC-clause 5.8)

Ref Bank Guarantee No.....

Date.....

To
Director General,
National Testing Agency
First Floor, NSIC-MDBP Building,
Okhla Phase-III, New Delhi-110020

Whereas M/s.....with its Registered/ Head Office at.....
(name and address of the Supplier, hereinafter called "the Supplier", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no date..... to delivery
(description of Services) (hereinafter called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Supplier shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Supplier such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Supplier's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and

the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.