

**F.No. 3-19/2015-16/S&S(part file)**  
**National Council of Educational Research and Training**  
**Sri Aurobindo Marg, New Delhi – 110016**  
**(S&S Section)**

**E-TENDER NOTICE**

The National Council of Educational Research & Training (NCERT) New Delhi invites online bids under two bid systems (Technical bid and Financial Bid) from OEM or their authorized dealers for the **purchase of Steel cum Wooden Bed and Mattresses items of Godrej/ Steelcase/ Vitra/Hermanmiller/ Dellform make for the use in NIE Gust House of NCERT** (whose details are available in the Chapter-2 of Table-1 of tender document).

The details of tender documents with complete terms and conditions are available on NCERT Website: [www.ncert.nic.in](http://www.ncert.nic.in) as well as on the NIC portal i.e <https://eprocure.gov.in/eprocure/app> may be read out carefully before applying the same.

**CRITICAL DATE SHEET**

Published Date	10/02/2017 (3.00 PM)
Bid Document Download / Sale Start Date	13/02/2017 (10.00 AM)
Bid Submission Start Date	20/02/2017 (10.00 AM)
Bid Submission End Date	08/03/2017 (14.30 PM)
Bid Opening Date	10/03/2017 (11.00 AM)

For any queries/clarification, you may kindly contact S&S Section at phone no. 011-26534138. However, any queries relating to the process of online submission of bids relating to CPP portal in journal may be directed to 24x7 CPP portal help desk on Toll Free Number – 1800-233-7315

**(J.P.Bhulania)**  
**Sr.Stores Officer**  
**Mobile : 011-26534138**

**CHAPTER-1**  
**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING**  
**F.3-19/2015-16/S&S(PART FILE)**

**DATED : 10/02/2017**

**NOTICE INVITING TENDER**

Online e-tender are invited in two bid system(Technical Bid and Price Bid) by the undersigned from the OEM or their authorized dealers dealing in the field **for the purchase of Steel cum Wooden Bed and Mattresses items of Godrej/Steelcase/Vitra/Hermanmiller/Dellform make only for the use in NIE Guest House of the NCERT** through Central Public Procurement portal e-tender system website: <https://eprocure.gov.in/eprocure/app> and [www.ncert.nic.in](http://www.ncert.nic.in) Off-line/physical bids shall not be accepted and no request will be entertained on any ground/reason :-

**Critical Datesheet**

Published date on	10/02/2017 (3.00 PM)
Bid document download start date	13/02/2017 (10.00 AM)
Bid submission start date	20/02/2017 (10.00 AM)
Bid submission end date	08/03/2017 (14.30 PM)
Bid opening date	10/03/2017 (11.00 AM)

**Technical Bid**

The following documents are to be furnished by the contractor along with Technical Bid as per tender document.

- (i) Name of Agency with complete address, Name of proprietor/Director with telephone number/Fax/E-mail/Mobile number of consent person.
- (ii) Self attested scanned Photocopy of BC/DD of **Rs.3,500/-** on account of cost of tender document.
- (iii) Self attested scanned copy of registration certificate with DGS&D/NISC/MSME for the exemption of EMD/Tender cost of the supply of items in question.
- (iv) Self attested scanned copy of Sales tax/VAT returns of the firm with the sales tax department for the last financial year i.e 2015-16 may also be enclosed.
- (v) Self attested scanned copy of PAN card (in the name of firm only). However the PAN card issued in name of proprietor can be considered subject to production of ITR acknowledgement and computation of taxable income duly certified by CA.
- (vi) Self attested scanned copy of **Annual Turnover of Rs. 2.00 cr** per year for the last three financial year such as **2013-14, 2014-15, 2015-16**, for which a copy of annual turnover statement of three years duly certified by the C.A must be uploaded on the NIC portal.

- (vii) Self attested scanned copies of **ITRs returns** of the firm only with the Income Tax department for the last three financial year i.e 2013-14, 2014-15, 2015-16 may be uploaded.
- (viii) Self attested scanned copy of EMD in the form of BC/DD of **Rs.65,000/-** in favour of Secretary NCERT payable at New Delhi. However the EMD can directly be deposited in the NCERT Account No. 10137881331 with IFC code no. SBIN0001690 in SBI NCERT Branch New Delhi.
- (ix) Self attested scanned copy of Solvency certificate for an amount of **Rs.50.00 Lakh** as applicable in respect of the firm which issued from the nationalized bank in the current financial year.
- (x) Self attested scanned copy of undertaking for comprehensive warranty/guarantee for a period of 12 months for said items .
- (xi) Self attested scanned copy of blacklisting certificate of the firm and non registration of criminal case on the stamp paper of Rs.10/-
- (xii) Self attested scanned copy of undertaking regarding acceptance of all terms & conditions of tender document.
- (xiii) Self attested scanned copy of undertaking that product offered by the firm which should be issued from the OEM together with the technical speciation along with literature/brochure of quoted product.
- (xiv) Self attested scanned copy of 03 year experience in supply of above mentioned furniture items for use in Govt./PSU/Autonomous body/State Govt agencies.
- (xv) Self attested Scanned copy of undertaking that the firm will not sublet/transfer the contract to any other firm.

## CHAPTER-2

### a. SCOPE OF WORK

The NCERT invites online tenders through e-tendering method from the OEM or their authorized dealers for the procurement of **steel cum wooden bed and mattress items of Godrej/Steelcase/Vitra/Hermanmiller/Dellform make only for the use in NIE Guest House of the NCERT** items mentioned in Table-1 given below. **The Detailed specification from item no. 1 to 2 are being enclosed in Annexure 1.**

**Table – 1**

Sl. No	Description of Items to be procured	Qty.	Tender fee	EMD amount
1	Steel cum Wooden Bed 6.6x3.6 feet(78 x 42) inch providing and fixing of PLPB bed of Godrej/Steelcase/Vitra/Hermanmiller/Delfoam/Geeken make only proving and fixing single bed of size 6.6 x 3.6 feet and standard height. Constructed by prelam particle board. Head board. Side rail and from legs make of 25mm thick prelam particle board conforming as per EN312, type P-II and Indian Standard is 3087 Grade-II should meet stringent norms of bending strength, screw withdrawal strength and modulus of elasticity as per design of image and desired colour. Then inner portion for keeping mattress should have wooden battens of size 2 x 1 inch thick made of TEAK WOOD duly seasoned and fixed with 12mm thick ply on top of it for support. Head board size 900(H)x1250(W) and leg size 750(H) x 1250(W) PVC bushes are fixed at batten to avoid scratches on dedicated floors. Standard knock down fitting if Hettich/EBCO are to be used for assembly at site. The products should be tested as per BIFMA standards.	30 nos.	3500/-	65000/-
2.	Mattresses: The Mattresses should be durable and superior quality and the size of mattresses should be according to the bed size i.e. 6.6 x 3.6 feet of Kurlon/Sleepwell/Coir foam/Spring well/Dr.Spine make. The thickness of the mattresses should be 6 inch covered with good quality cloth which should be stitched in good quality thread/dhaga. The corner of the mattresses of all sides should also be with extra cloth in order to give strength.	30 nos		

The items in question will be supplied by the firms at the rates finalized by NCERT on NCERT Campus, New Delhi. The supply orders will be placed by NCERT to the successful bidder after depositing requisite performance security within stipulated time period.

**Part B**

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

**(Enclose with Technical Bid)**

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

**To,**

The Senior Stores Officer  
S&S Section, Workshop Building  
NCERT, Sri Aurobindo Marg New Delhi – 110016

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No 3-19/2015-16/S&S(part file)**

**Name of Tender / Work: -**

**TENDER FOR PURCHASE OF Steel cum Wooden Bed and Mattresses  
items of Godrej/Steelcase/Vitra/Hermanmiller/Dellform for the use in  
NIE Guest House of the NCERT**

**Dear Sir,**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely:

\_\_\_\_\_

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## CHAPTER-3

### INSTRUCTIONS TO THE BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/ Tender Document Purposes, 'National Council of Educational Research & Training shall be referred to as 'NCERT' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder' and / or 'firm' or interchangeably.
- 1.2 Scanned copies of all relevant documents may be uploaded on NIC portal link by the due date and time. However, Tender Documents can be collected/obtained from the **S&S Section, Workshop Building, National Council of Educational Research & Training, Sri Aurobindo Marg, New Delhi- 110016 on payment of Tender Cost of Rs. 3500/- (Rupees Three Thousand Five Hundred Only)** for Steel cum Wooden Bed and Mattresses items through Bank Draft/ Pay Order only in favour of Secretary, NCERT New Delhi, payable at New Delhi, which may be submitted before the closing date of submission of tender.
- 1.3 The tender documents may also be downloaded from this office website [www.ncert.nic.in](http://www.ncert.nic.in). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs. 3500/- (Rupees Three Thousand and Five Hundred Only) for items in question through Bank Draft/ Pay Order, for which scanned copy of DD/BC may also be uploaded on the NIC portal, failing which the tender will be rejected summarily.
- 1.4 **The EMD Rs. 65,000/- (Rupees Sixty Five thousand Only) for Steel cum wooden beds and Mattresses items as per Table -1 of Chapter 2, for which scanned copy of the same may be uploaded on NIC Portal and the original copy of EMD amount may be submitted to the Sr.Stores Officer, S&S Section, Workshop Building, NCERT before closing the date of submission of tender, which should be in the form of Demand Draft/ Bankers Cheque only drawn in favour of Secretary NCERT payable at New Delhi or in the form of Bank Guarantee/FDR valid for one year or can be deposited in the NCERT Account no. 10137881331 with IFS Code SBIN0001690 in SBI, NCERT Branch New Delhi, failing which the tender will not be considered at any cost and rejected out rightly.**
- 1.5 While all efforts have been made to avoid errors in the drafting of the tender document, the bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.6 Each page of the documents must be stamped and signed by the person or persons submitting it in token of his/ their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the documents not so signed is liable to be

rejected at the discretion of the NCERT. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**

- 1.7** The bidder shall attach the copy of the authorization letter / power of attorney as the proof of authorization for signing on behalf of the bidder.
- 1.8** All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract, the bids not meeting the minimum eligibility criteria, technical bids not accompanied with EMD of requisite amount/ format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.9** Both the technical bid and financial bid must be online submitted and relevant documents may be uploaded on the NIC Portal.
- 1.10** The firm will quote the price of Steel cum wooden bed and Mattresses items in the **price bid/Financial bid (BOQ)** including all taxes and the quoted price should be both in figures and words. In case of any discrepancy, the lowest price either in figure or words will be taken as final.
- 1.11** No claim for any price escalation during contract shall be entertained.
- 1.12** Discount / gift offers/ conditional offers on the quoted price are not allowed at any stage of the tendering process.
- 1.13 Performance Security**
- i. Within 07 days of the receipt of notification of award of supply order, the firm shall have to furnish the Performance Security @ 10 % of order value in the form of DD/Banker's Cheque/Bank Guarantee in favour of Secretary, NCERT, for a period of Fifteen months from the date of award of supply order.
  - ii. In the event of failure of the firm to submit the Performance security, the Earnest Money shall be forfeited and the orders will be cancelled.
- 1.14 Taxes and Duties**  
The firm shall be entirely responsible for all taxes (excluding VAT/Sales tax/etc.). **However the tax matter will be reviewed after notification/inception of GST by the Govt. of India.**
- 1.15 Delivery**  
The firm will be responsible for the safe delivery of the furniture items at NCERT HQ New Delhi in full and in good condition. The firm is solely responsible for any mis-happening in transit of the furniture items and the NCERT will not be a party in

settlement of claims, if any. The NCERT will not pay for any transit insurance. **However all deliveries subject to inspection/verification.**

### **1.16 Inspections**

- i. In case, if any item (s) of the Steel cum Wooden Beds and Mattresses items fails to conform to the specification, or damaged during transportation the firm shall replace the rejected item at free of cost within a period allowed for manufacturing time limit and extendable for 10 days after stipulated period whichever is earlier .
- ii. The Steel cum wooden beds and Mattresses items shall be inspected by a team of NCERT Experts in the premises of the successful bidder, for which all logistic facilities and assistance shall be provided to the team members by the successful bidder. However, NCERT will not bear any logistic charges at any cost.

### **1.17 Terms of Payment**

- i. No advance payment will be **made** by the NCERT to the firms under any circumstances.
- ii. The payment will be released within 30 days after receipt and installation of items in question at respective locations at NCERT HQ & inspection certificate. The items in question will be inspected by the designated technical experts and on the basis of inspection report/certificate from the committee by clearly stating that the items in question received is/are as per specification and in good condition.
- iii. Since, the price quoted is inclusive of all the charges including VAT CST, transportation, loading unloading, octroi etc. No Form-C will be issued to the non Delhi firms.

**1.18** The parties to the bid shall be the 'Bidders' (to whom the work has been awarded) and National Council of Educational Research & Training (NCERT), New Delhi shall be client.

**1.19** For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered/speed post with acknowledgement due to the National Council of Educational Research & Training. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

### **1.20 Warranty**

Warranty of all the items in question shall be for a period of 12 **months** from the date of installation of items in question at the premises of the purchaser i.e NCERT New Delhi . A Warranty Certificate along with the list of items should invariably be supplied and the same may be handed over in S&S Section. Within the warranty period, the firm shall replace defective items free of cost.



## 1.21 Penalty/Liquidated Damages and Recoveries

- i) The firm will supply items in question to the NCERT Hq New Delhi **within 30 days after receipt of order from NCERT**, failing which a penalty of 1% per day of total order value subject to maximum of 20 days delay after expiry of normal delivery schedule **shall** be imposed by NCERT. Thereafter, supply order will be cancelled without any communication.
- ii) If any complaint is received during the warranty period of 12 **months**, the firm will **be required to** replace the defective item(s) free of cost within 10 days; **failing which** penalty of 1% per day of total order value subject to maximum of 10% of order value would be imposed by NCERT and the same will be deducted from the performance security deposited by the firm.

1.22 The requirement of items in question is tentative and may increase or decrease at the sole discretion of the NCERT.

## 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum **technical** eligibility criteria for selection of bidders.

- a **Authorization Certificate:** The Bidder shall necessarily submit authorization certificate from OEM.
- b The firm must possess **Income Tax/sale tax/VAT, registration/PAN card** in the name of firm. However PAN card in the name of proprietor can be considered subject to production of ITR acknowledgment and computations of taxable income duly certified by C.A. In case of proprietary firm, the proprietary firm should be registered with any Govt. agency.
- c **Clearance:** The Bidder should submit the **copy of Returns of Income Tax/Sale Tax/VAT Clearance certificate for the last three financial years that is 2013-14, 2014-15, 2015-16 of the firm only**. Relevant proof in support of the above returns shall be submitted.
- d **Experience:** The Bidder should have minimum three years experience in the field of supply of above mentioned items in question in the Government Departments/Public Sector (Central or State)/ Autonomous bodies of GOI/State Govt. **Minimum annual turnover for the last three financial years as per clauses 2(f) of this chapter** should be from Govt. sector/ Public Sector/Auto Bodies under GOI/State with satisfactory/testing report from Govt. agency may also be enclosed.
- e **Latest Solvency** certificate in respect of the firm for an amount of **Rs.50.00 lakh** in r/o furniture items only which should not be more than three months old of current financial year.

- f Minimum **Annual turnover** of **Rs.2.00 Cr.** per year for the last three financial year i.e 2013-14, 2014-15, 2015-16, which should be countersigned by CA.

## **2.1 Self-attested documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), **self** attested scanned copy of OEM authorization letter.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b) **and (c)**, **self** attested scanned copies of firms registration under factories act and PAN card, ITR, Sale Tax/VAT registration may be enclosed. However, the Returns for the last three Financial Years in respect of ITR, Sales Tax/ VAT of the firm for the last three year may be enclosed.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(d), **self** attested scanned copy of experience certificate for completed work/ongoing work issued by Central Govt./ State Govt./PSU may be enclosed.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(e), **self** attested scanned copy of **latest** Solvency Certificate in respect of the firm for an amount of as per chart from the Nationalized Bank which should not be more than three month old .
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(f), **self** attested scanned copy of turnover of the firm of **Rs.2.00 cr. Per year** duly certified by C.A. along with the Audited Balance Sheet for the last financial year i.e. **2015-16**. In support of this the relevant document may be enclosed.

## **3 EARNEST MONEY DEPOSIT (EMD) or (BID SECURITY) :**

- 3.1 The bids should be accompanied by an **Bid Security also known as** Earnest Money Deposit (EMD) as mentioned in item no. 1.4 of instructions to bidder under **CHAPTER – 3** in the form of Account Payee Demand Draft/ Bankers Cheque/Bank Guaranty from any of the Nationalized / Commercial Bank in an acceptable form in favour of **Secretary, NCERT payable at New Delhi**. The validity of the Bid Security shall be for a period of 180 days. The same can be extended for further 180 days.
- 3.2 No request for transfer of any previous deposit of Earnest Money or Security Deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the aforesaid bid security shall be forfeited by the NCERT.

- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 No claim shall lie against the NCERT in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit.
- 3.6 **Earnest Money Deposit (EMD)** will be returned to the successful bidders on receipt of performance security.
- 3.7 **The Earnest Money Deposit (EMD) can be forfeited:**
- (i) If the bidder withdraws his bid during the tendering process of the bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - a. Fails to sign the contract in accordance with the terms of the tender document
    - b. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the NCERT.
    - c. Fails or refuses to honor his own quoted prices for the services or part thereof.
  - (iii) Irrespective of the above, if any of the information, details, documents, etc is found to be incorrect/forged/fabricated, the NCERT shall be entitled to forfeit the earnest money.

#### **4. VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.
- 4.2 In case NCERT calls the bidder for negotiations then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The NCERT may request for extension for another period of 60 days, without any modifications and without giving any reason thereof.

#### **5. PREPARATION OF BIDS**

- 5.1 Language : Bids and all accompanying documents shall be in English.
- 5.2 **Technical Bid:** Technical Bid as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

##### **Documents comprising the Bid :**

- a. Technical Bid Submission **Form** duly signed and printed on Company's **letterhead** (Chapter-2(B)).

- b. Signed and Stamped on each page of the tender document.
- c. Contact Details **Form-I** and bid security **form –II** duly filled and signed.
- d. Contract agreement **form-III** filled in signed and stamped.
- e. Earnest Money Deposit as mentioned in item no. 1.4 of **CHAPTER -3** .
- f. All **self** attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in **CHAPTER-3** (clauses 2 and 2.1).

The Technical Bid should then be kept in a separate sealed envelope, super scribed as "Technical Bid for **Tender No. 3-19/2015-16/S&S(part file)** dated \_\_\_\_\_ with the Name and address of the Bidder.

- 5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (**CHAPTER-10**). Then the financial bid should be kept in a separate sealed envelope, superscribed "**Financial Bid** for Tender No. **3-19/2015-16/S&S** dated \_\_\_\_\_ with the Name and address of the Bidder.

## 6. **SUBMISSION OF BIDS**

6.1 The Bid documents shall be submitted online on NIC portal and EMD and tender cost submitted with **Sr. Stores Officer, S&S Section Workshop building, National Council of Educational Research & Training, Sri Aurobindo Marg, New Delhi-110016** or may be deposited in NCERT account as mentioned above..

## 7. **BID OPENING PROCEDURE**

7.1 The Technical Bids shall be opened in the room of **Sr. Stores Officer/S&S Section, Workshop building, NCERT, Sri Aurobindo Marg, New Delhi-110016** at 3.00 pm on \_\_\_\_\_ by the committee authorized by the competent authority of the National Council of Educational Research & Training in the presence of such bidders or their authorized representatives who wish to be present there.

7.2 The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder's for only one representative before opening of the Bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.

7.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD/other documents, by the Tender Opening Committee.

7.7 The date fixed for opening of bids, if subsequently declared as holiday by the NCERT/Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, the date, time and venue remaining unaltered.

## **8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

8.1 NCERT also reserves right to seek confirmation/clarification from the Tenderers, on the supporting documents submitted by the bidder.

8.2 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. NCERT shall intimate the bidders, the time/venue for the **financial Bid opening in written communication by post/fax/email.**

## **9 FINANCIAL BID OPENING PROCEDURE**

9.1 The financial bids of all the technically qualified bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who wishes to be present at the time of opening of the financial bids.

9.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the financial bids shall be required to submit the authorization letter from their companies.

9.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

9.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error, if any, in the financial bid.

## **10. RIGHT OF ACCEPTANCE:**

10.1 National Council of Educational Research & Training (**NCERT**) reserves all rights to reject any bid of those bidders who fail to comply with the instructions without assigning any reason. The decision of the National Council of Educational Research & Training in this regard shall be final and binding.

10.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

10.3 National Council of Educational Research & Training reserves the right to reject the entire supply order or part order without assigning any reason.

10.4 The National Council of Educational Research & Training may terminate the supply order for purchase of items in question, if it is found that the firm is black listed on previous occasions by any of the Government Departments/ Institutions/Local Bodies/ Municipalities/Public sector undertaking/Autonomous bodies etc. ***In this case EMD amount will be forfeited without any communication.***

## **11. NOTIFICATION OF AWARD OF CONTRACT BY ISSUANCE OF 'LETTER OF INTENT'**

11.1 After determining the successful evaluated bidder, NCERT shall issue a Letter of Intent (LOI) in duplicate. The firm will return one copy to NCERT duly acknowledged, accepted and **duly** signed by the authorized signatory, within **Three (3) days** of receipt of the same.

11.2 The issuance of the Letter of Intent to the bidder shall constitute an integral part and it will be a binding to the contract.

## **12 SPECIAL NOTE TO THE TENDERERS**

**The bidder will be responsible to page-number each and every paper of the tender document, failing which the tender will not be considered and rejected outrightly . Further the tender document should also contain a proper index of all the quotes/details of the tender.**

**CHAPTER -4**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS**

**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

Client (NCERT).	National Council of Educational Research & Training
Firm/bidder	Shall mean the successful bidder to whom the order for supply of Laptop and computer has been awarded.
Letter of Intent	Shall mean the intent of the NCERT to engage the successful bidder for supply of Laptop and IT equipment.
Confidential Information contract NCERT commercial value.	shall mean all information that is not generally known and which is obtained/received during the tenure of the and relates directly to the business /assets of including the information having the
Agreement	The word "Agreement" and "Contract" has been used interchangeably.
Termination Date which the	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party

**1.2 CONFIDENTIALITY**

1.2.1 The bidder(s) shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the NCERT's business, Schedules and other subsequent Agreements) and/or business of the NCERT. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of NCERT's information.

1.2.2 If the bidder(s) receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be referred by the bidder(s) to NCERT immediately on receipt of such queries.

## **2. PERFORMANCE SECURITY DEPOSIT**

2.1 The successful bidder **within Seven (07) days of the acceptance of the Letter of Intent (LOI)** shall execute a **Performance Security** in form of an Account Payee Demand Draft/ BGR from a Nationalized Commercial Bank in an acceptable form in favour of Secretary, NCERT, New Delhi, payable at New Delhi.

2.2 Performance Security should remain valid for **Three Months** beyond the date of completion of all contractual obligations and will cover warranty period i.e for 12 months.

2.3 **Earnest Money Deposit (EMD)** will be returned to the successful bidder on receipt of Performance Security

2.4 The Performance Security can be forfeited by order of the National Council of Educational Research & Training, in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the purchase order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the National Council of Educational Research & Training, sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

a. If the bidder is called upon of the National Council of Educational Research & Training to deposit Performance Security and the bidder fails to provide the performance security deposit within the period specified, such failure shall constitute a breach of the contract and National Council of Educational Research & Training shall be entitled to make other arrangements at the risk, cost and expense of the lowest bidder, besides forfeiting the EMD.

b. On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the bidder without any interest.

## **3. COMMENCEMENT OF CONTRACT**

After the acceptance of the **Letter of Intent (LOI)** and securing Performance Security from the successful bidder, NCERT shall issue the



'Commencement of Contract', to the bidder authorising him to supply furniture items in the Office at the specified locations above.

#### **4. BIDDER OBLIGATIONS**

The bidder shall supply the Steel cum Wooden Beds and Mattresses as per Schedule of Work / Requirements (**CHAPTER- 6**).

- 5.1 The bidder shall supply the items in question in good packing damaged and faulty items will be replaced by the firm at free of cost. .

#### **6. BIDDER'S LIABILITY**

- 6.1 The bidder shall completely indemnify and hold harmless the NCERT and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the bidder.

- 6.2 The bidder shall not Sub-Contract or Sub-let, transfer or assigns the supply order or any other part thereof. In the event of the bidder contravening this condition, NCERT shall be entitled to place the supply order elsewhere on the bidder's risk and cost and the bidder shall be liable for any loss or damage, which the NCERT may sustain in consequence or arising out of such replacing of the supply order.

#### **7. VALIDITY OF CONTRACT**

The empanelment contract if awarded shall be initially valid for a period of one year from the date of award of contract to continuous satisfactory performance. In case of breach of any conditions of tender document or in the event of not fulfilling the minimum requirements/ statutory requirements, the NCERT shall have the right to terminate the empanelment contract forthwith in addition to forfeiting the performance security/EMD amount deposited by the bidder and initiating administrative actions for black listing etc. solely at the discretion of the NCERT.

#### **8. PAYMENTS**

- 8.1 No advance payment will be made in any case. However, payment will be released only after successful installation of the items in question.

- 8.2 The prices in the Price Schedule shall be any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 8.3 The bidder shall raise invoice/bills in triplicate duly affixing a revenue stamp of Rs.1/- after successful installation of items in question at NCERT Hq New Delhi addressed to Sr. Stores Officer, S&S Section NCERT.
- 8.4 All payments shall be made in Indian Currency by means of an Account Payee Cheque.

## **9. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

“Force Majeure” shall mean any event beyond the control of NCERT or of the bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- a. The date of commencement of the event of Force Majeure;
- b. The nature and extent of the event of Force Majeure;
- c. The estimated Force Majeure Period.
- d. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the supply order is affected by the Force Majeure.

- e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the supply order.

## **10. RIGHT TO TERMINATION**

- a) In case, the bidder does not supply the furniture items satisfactorily in the premises of NCERT and above mentioned locations as per the requirements of the NCERT or / and as per the Schedule of Requirements
- b) In case, the bidder goes bankrupt and becomes insolvent.
- c) In case breach of any terms and conditions of the tender document by the bidder, the NCERT shall have the right to cancel the supply order without assigning any reason thereof, and nothing will be payable by the NCERT and in that event the performance security deposit in the form of BG/Demand draft and other dues shall be forfeited by the NCERT.

## **11. CURRENCIES OF BID AND PAYMENTS**

The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **12. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this supply order) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 15 days, then the matter will be referred for adjudication to the arbitration of a Sole Arbitrator to be appointed by the Director NCERT in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the Arbitrator shall be final and binding on the parties.

**Jurisdiction of Court:** This supply order is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

### 13. Consortium

Consortium will not be allowed at any cost by the NCERT.

## **CHAPTER – 5**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

5.1 The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in **CHAPTER- 3** and General Conditions of the Contract (GCC) as contained in **CHAPTER-4**.

#### 5.2 **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep NCERT indemnified against all losses/penalties/awards/decrees arising out of litigation/ claims/ application initiated against the NCERT on account of acts of omission/commission attributable to the bidder and which are punishable under the provisions including the following Acts as amended from time to time. NCERT shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the bidder at any point of time.

## CHAPTER - 6

### SCHEDULE OF WORKS/ REQUIREMENTS

In this Schedule of Requirements, the details of supply of Steel cum Wooden Beds and Mattresses items to be provided by the bidder and also other information, instructions of the NCERT and instructions to the bidder and all such other aspects of the supply order are to be mentioned.

#### **1. GENERAL INSTRUCTIONS**

- 1.1 The bidder shall supply the items in question to NCERT Hq. .
- 1.2 The bidder shall ensure that all the items in question are suitably packed in neat and clean condition.
- 1.3 The NCERT shall have the right to ask the bidder to remove the defective IT equipments.

#### **2. PENALTIES**

***2.1 The firm will supply Steel cum Wooden Beds and Mattresses items within the delivery period i.e 30 days after receipt of order from NCERT, failing which a penalty of 1 % per day of total order value subject to maximum of 15 days delay after expiry of normal delivery schedule shall be imposed by NCERT. Thereafter, supply order as well as empanelment will be cancelled without any communication.***

## CHAPTER – 7

### TECHNICAL QUALIFICATION CRITERIA

1. The tenders must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:
  - a. The firm should have their own **PAN CARD** in the name of firm. **However PAN card in the name of proprietor can be considered subject to production of ITR acknowledgment and computations of taxable income duly certified by C.A.** An attested copy shall be enclosed with the bid document.
  - b. The manufacturers must have a minimum of 5 years experience in supplying of items in question to the PSU/Autonomous Body of Central/ State Government Departments. Details of contracts relating to supplying of Educational School kits to PSU/Autonomous Body of Central/State Govt. in the last five years. Out of 5 years experience 50% orders should be from Central/State Govt./PSU/Autonomous Body .
  - c. The registered firm should have had a
    - (i) Name of Agency with complete address, Name of proprietor/Director with telephone number/Fax/E-mail/Mobile number of consent person.
    - (ii) Photocopy of BC/DD of **Rs.3,500/- for Steel cum wooden beds and Mattresses items** on account of cost of tender document.
    - (iii) Self attested copy of registration certificate with DGS&D/NISC/MSME for the exemption of EMD/Tender cost of the supply of IT items and not others .
    - (iv) Sales tax/VAT returns of the firm with the sales tax department for the last three years 2013-2014, 2014-2015 & 2015-16 may also be enclosed.
    - (v) Self attested copy of PAN card (in the name of firm only). However the PAN card issued in name of proprietor can be considered subject to production of ITR acknowledgement and computation of taxable income duly certified by CA.
    - (vi) **Annual Turnover of Rs. 2.00 cr per year** for the last three years such as **2013-2014, 2014-2015 & 2015-16**. A copy of turnover statement year wise duly certified by the C.A must be enclosed with the tender document and audited balance sheet for the last three financial year i.e **2013-2014, 2014-2015 & 2015-16** duly certified by C.A of each year along with related document in r/o IT items only.
    - (vii) **ITRs returns of the firm only** with the Income Tax department for the last three year i.e 2013-2014, 2014-2015 & 2015-16 may be enclosed.

- (viii) Self attested copy of EMD in the form of BC/DD/FD of Rs.65,000/- in favour of Secretary NCERT payable at New Delhi. However the EMD can directly be deposited in the NCERT Account No. 10137881331 with IFC code no. SBIN0001690 in SBI NCERT Branch New Delhi.
- (ix) **Self attested copy of Solvency certificate for an amount of Rs.1.00 cr.** as applicable in respect of the firm which issued from the nationalized bank in the current financial year in r/o IT equipments only.
- (x) Self attested scanned copy of undertaking for comprehensive warranty/guarantee for a period of 36 months for laptop and computer and 12 months for other IT equipments.
- (xi) Self attested copy of blacklisting certificate of the firm and non registration of criminal case on the stamp paper of Rs.10/-
- (xii) Self attested copy of undertaking regarding acceptance of all terms & conditions of tender document.
- (xiii) Self attested copy of undertaking that product offered by the firm which should be issued from the OEM together with the technical specification along with literature/brochure of quoted product.
- (xiv) Self attested copy of 05 year experience in supply of Steel cum wooden beds and Mattresses out of which 50 % experience should be from govt./PSU/Autonomous body/State Govt agencies.
- (xv) Scanned copy of undertaking that the firm will not sublet/transfer the contract to any other firm.

**CHAPTER -8**  
**PROFORMA FOR TECHNICAL BID**

1.	Name of Agency	Self-attested scanned copy of letter head pad may be enclosed
(a)	Profile of the agency	
(b)	Name of proprietor/Director	
(c)	Full Address of Registered Office	Self-attested scanned copy of letter head pad may be enclosed
	a. Telephone No. b. Fax No. c. E-mail Address	
(d)	Full Address of Operating/Branch Office	Self-attested scanned copy of letter head pad may be enclosed
	a. Telephone No. b. Fax No. c. E-mail Address	
6.	Tender cost fee of Rs.3,500/-	Self attested scanned copy of DD/BC of Rs.3,500/- on account of fee of tender document.
7.	Registration Number of Sale Tax/VAT clearance certificate of the firm and its returns for the last financial year i.e, <b>2015-2016</b> (Attach self-attested copy of the registration certificate and returns copies may also be enclosed)	Self-attested scanned copy of Sale Tax/VAT Registration Number clearance certificate of the firm (copy may be enclosed), and its returns for the last year i.e, <b>2015-2016</b>
10.	PAN Number of the firm. (Attach self-attested copy of PAN card of the firm). <b>However PAN card in the name of proprietor can be considered subject to production of ITR acknowledgment and computations of taxable income duly certified by C.A.</b>	Self-attested scanned copy of PAN Number of the firm may be enclosed. <b>However PAN card in the name of proprietor can be considered subject to production of ITR acknowledgment and</b>



		<b>computations of taxable income duly certified by C.A.</b>			
11.	<b>Annual Turnover of the firm Rs.2.00 cr per year for the last three financial Year as applicable.</b> : (Copy of the annual turnover for last three financial years duly certified/audited by Chartered Accountant to be attached) in r/o IT items only	2013-14, 2014-15, 2015-16	Self-attested scanned copy may be enclosed		
12.	The self-attested copy of <b>ITR of the firm only</b> for last three financial years (not assessment year) must be enclosed.	2013-14, 2014-15, 2015-16			
13.	<b>EMD</b> amount of <b>Rs.65,000/-</b> must be enclosed.	Self-attested scanned copy of EMD amount.			
14.	Solvency certificate for an <b>amount of Rs.1.00 cr.</b> which should be issued from any nationalized bank in the current financial year in r/o IT items only.	Self-attested scanned copy of solvency certificate may be enclosed			
15.	Self-attested scanned copy of undertaking for comprehensive warranty/guarantee may be enclosed as mentioned in the tender document.				
16.	Details of five years experience in respect of supply of items in question in the Central Govt. / State Govt/PSU/Autonomous body.				
S.No.	Details of organization with full address	Amount of Contract	Duration of Contract		Nature of Contract
	Self attested scanned copies of experience certificate during last five years		From	To	
17.	Undertaking regarding <b>blacklisting</b> of the firms <b>(copy may be enclosed)</b>	Self-attested scanned copy of regarding blacklisting of the firm may be enclosed			
18.	<b>Self-attested scanned copy of Undertaking regarding acceptance of all the terms and conditions of the tender document (copy may be</b>				

	<b>enclosed)</b>
20.	Self-attested scanned copy of undertaking that the product offered by the firm is as per technical specification as mentioned in tender document.
21.	Self-attested scanned copy of Registration certificate with DGS&D/NSIC/MSME for the supply of IT & Electronic items (For seeking exemption from EMD/Tender cost).
22.	Self attested scanned copy of Declaration certificate on the prescribed proforma.

Signature of authorized person

Date:

Name:

Place:

Seal:

## CHAPTER -9

### DECLARATION

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person  
Full Name Place with Seal:

## CHAPTER – 10

### PROFORMA FOR FINANCIAL BID

The firm is required to submit the price bid in the following format on firm's Letter which should be addressed to the Sr. Stores Officer, S&S Section, NCERT Sri Aurobindo Marg New Delhi.

S.N	Description of IT Equipments	Quantity	TOTAL PRICE INCLUDING ALL TAXES/VAT ETC. IN INR
1	Steel cum Wooden Bed 6.6x3.6 feet(78 x 42) inch providing and fixing of PLPB bed of <b>Godrej/Steelcase/Vitra/Hermanmiller/Delfoam</b> make only providing and fixing single bed of size 6.6 x 3.6 feet and standard height. Constructed by prelam particle board. Head board. Side rail and from legs make of 25mm thick prelam particle board conforming as per EN312, type P-II and Indian Standard is 3087 Grade-II should meet stringent norms of bending strength, screw withdrawal strength and modules of elasticity as per design of image and desired colour. Then inner portion for keeping mattress should have wooden batons of size 2 x 1 inch thick made of TEAK WOOD duly seasoned and fixed with 12mm thick ply on top of it for support. Head board size 900(H)x1250 knock down fitting if Hectic/EBCO are to be used (W) and leg size 750(H) x 1250(W) PVC bushes are fixed at batten to avoid scratches on dedicated floors. Standard for assembly at site. The products should be tested as per BIFMA standards.	30 nos.	
2	Mattresses: The Mattresses should be durable and superior quality and the size of mattresses should be according to the bed size i.e. 6.6 x 3.6 feet of Kurlon/Sleep well/Coir foam/Spring well/Dr.Spine make. The thickness of the mattresses should be 6 inch covered with good quality cloth which should be stitched in good quality thread/dhaga. The corner of the mattresses of all sides should also be with extra cloth in order to give strength.	30 nos.	

Authorized Signatory of the Firm with rubber stamp of the firm

## **Chapter - 11**

### **UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the National Council of Educational Research & Training to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to supply Educational School Kits as per the directions given in the tender document/contract agreement.

**Signature of the Authorized Signatory**

Date :-

Place:-

**Designation:  
(Office seal of the Bidder)**

**Chapter – 11**

**FORM-I**

**BID SECURITY FORM**

No..... Date.....

To

**The Secretary,  
National Council of Educational Research & Training  
Sri Aurobindo Marg,  
New Delhi**

Whereas M/s..... (Hereinafter called "the bidder") has submitted its bid dated.....for empanelment of firms vide Tender No. **3-19/2015-16/S&S/ dated.....** KNOW ALL MEN by these presents that WE .....of having our registered office at .....

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - a. Fails or refuses to execute the Contract, if required;  
**OR**
  - b. Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
**OR**
  - c. Fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in Chapter No-3 (Instruction of the Bidders)of the Bid document up to 180 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
Authority  
Address of witness

Signature of the Bank  
Name  
Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch

**Chapter – 11**  
**FORM-II**

**CONTRACT AGREEMENT NO.....- / DATED .....**

THIS AGREEMENT is made on ..... between **SSO/S&S, Workshop Building, National Council of Educational Research & Training** (hereinafter referred to as "NCERT" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Sri Aurobindo, Marg, New Delhi of the One Part,

**AND**

**M/s.....**having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing IT equipments to NCERT.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the NCERT invited bids through open tender, vide Notice Inviting Tender dated .....for "**the supply of IT & Electronic items to NCERT under Tender No. 3-99/2015-16/S&S.**
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the NCERT
- III. **AND WHEREAS** the NCERT has selected **M/s.....**as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Intent (LOI) No. ....**, to the Contractor on ..... for a total sum of ..... (Rupees ..... Only).
- IV. **AND WHEREAS** the NCERT desires that the Supply of IT & Electronic items (as defined in the Bidding Document) be provided, performed, executed and

completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

- V. **AND WHEREAS** the Contractor acknowledges that the NCERT shall enter into contracts with other contractors / parties for the Supply of IT & Electronic items of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the NCERT and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing human resource services in the NCERT's premises and / or F.O.R India, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the NCERT.
- VIII. **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill
- IX. **AND WHEREAS** the NCERT and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - a. The Letter of Intent (LoI) issued by the NCERT.
    - b. Notice to Proceed (NTP) issued by the NCERT
    - c. The complete Bid, as submitted by the Contractor.
    - d. The Addenda, if any, issued by the NCERT.
    - e. Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
    - f. Charges – Schedule annexed to this Article of Agreement
    - g. Supplementary Agreements executed from time to time.
  3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
  4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor  
on Behalf of

Signed

**National Council of Educational Research & Training**

**(Authorised Signatory)**  
**(Authorised Signatory)**



**Chapter - 11**  
**FORM-III**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non Judicial stamped paper of an appropriate value)

Date:.....

Bank Guarantee No: .....

Amount of Guarantee : .....

Guarantee Period: From : ..... to.....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** National Council of Educational Research & Training having its office at Sri Aurobindo Marg, New Delhi (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*]

("Contract") with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of IT & Electronic items have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (Ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*](..... only)
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.

- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOT WITH STANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfill its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

## **Chapter 12**

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

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

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

#### **REGISTRATION**

- 1) 1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules.

These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

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

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

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

## **ASSISTANCE TO BIDDERS**

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

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