

e-TENDER NOTICE

e-Tender Reference No: 40-14/2017/PD/SW

National Council of Educational Research & Training, New Delhi intends to invite online bid (e-Tender) under two bid system (technical & financial bid) from reputed and experienced Software Developing, firms for creating, designing, developing, commissioning and maintaining of an integrated web portal for Publication Division, NCERT

Details	
Earnest Money Deposit to be submitted	Rs. 1,25,000/-
Cost of Tender	Nil
Tender Type	Open Tender
Type of Bidding	Two Bid System
Tender Category	Service
Date of e-Publishing	18/05/2017 (11 a.m.)
Bid Document Download date	18/05/2017 (11 a.m.)
Pre Bid Meeting	25/05/2017 (11 a.m.)
Last Date and time of uploading of Bids	09/06/2017 by 01 p.m.
Last Date and time of submitting EMD and other documents at Publication Division, NCERT	09/06/2017 by 3 pm
Date and time of technical bid opening of Bids	12/06/2017 at 11 am

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

Manual bids shall not be accepted, except for the original documents/instruments as mentioned in this tender.

Bidders should regularly visit the website to keep themselves updated.



राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्
NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING
Sri Aurobindo Marg, New Delhi 110016

**Tender for creating, designing, developing, commissioning
and maintaining of an integrated web portal for
Publication Division, NCERT**

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SECTION I

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>, 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.

REGISTRATION

(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.

(ii) During enrolment/registration, the bidders should provide the correct/true information valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.

(iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card.

(v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

(vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(vii) Bidders can then log into site through the secured login by entering their user ID/password and the password of the DSC/eToken.

SERCHING FOR TENDER DOCUMENTS

(i) 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 a search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders 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.

(iii) 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:

(i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids. After selecting the tender document same shall be moved to the „My favourite“ folder of bidders account from where bidder can view all the details of the tender document.

(ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.

(iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

SUBMISSION OF BIDS:

(i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date & time.

(ii) Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise he uploaded bid will be rejected.

(iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP Portal) and accepts the same in order to proceed further to submit their bid.

(iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.

(v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

(vi) Bidders shall not that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, transaction uploading time will be very fast.

(viii) If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and change/modification of the price schedule render it unfit for bidding. Bidders shall download the Price schedule, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Price schedule file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and Earnest Money shall be forfeited.

The bidders are cautioned the uploading of financial bid elsewhere i.e. other than in cover 1 will result in rejection of the tender.

(ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

(x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

ASSISTANCE TO BIDDERS:

Interested eligible bidders may obtain further information in respect of the Bidding Documents from Head, Publication Division, Ambedkar Khand, NCERT, Sri Aurobindo Marg, New Delhi-110016
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.
Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

SECTION -II

INVITATION FOR BID

1. National Council of Educational Research and Training (NCERT) an autonomous organization under the Ministry of Human Resource Development, Government of India was established in the year 1961. Publication Division of NCERT publishes textbooks the CBSE affiliated schools across the country.
2. For automating the process of placing online purchase orders, billing, receiving payments, inventory management, placing online printing orders to printers, issuing printing papers, enrolment for subscription of Journals and its related processes, NCERT proposes to engage a reputed experienced Software Developer (Bidder) for creating, designing, developing, commissioning and maintaining of completely new web portal for Publication Division, NCERT.
3. Bidder must complete the designing and execution of portal for the use different stake holders like venders, schools, students etc. within a period of one month from the date of job order. The integration with other wings (i.e. Sales Wing, Stores, RPDCs, Production Wing, and Accounts wing) within the Publication Division, NCERT must be completed within four months from the date of job order.
4. The bidder also has to provide all technical support to NCERT relating to the software development, including hosting and domain registration.
5. The bidder would work closely with the NCERT and designate a team to provide the required job in a timely and professional manner.
6. The bidder shall undertake modification, wherever deemed appropriate and updating of the content to the utmost satisfaction of the NCERT. The bidder will have to convert any material provided in soft copy format (MS-Word/PageMaker or any other format) to PDF/HTML format before hosting.
7. It may be necessary for the bidder to liaise with various units/sections of Publication Division NCERT and gather the required information. Based on the information, the bidder shall analyze and design suitable WebPages, modules to be made online, either dynamically or otherwise keeping in view the easy accessibility and/or security of such information.
8. Bidder must submit a backup of whole software to NCERT (along with source code and relevant documents) in softcopy. The bidder should also assure that the Software is developed in line with the latest technological trends. Speed and accessibility are also key issues in this regard.

9. The portal/ software is expected to cover the objectives/activities related to online purchase order, online payments/ receipts, inventory management (books and paper), billing, management of printing schedule, accounts and its related processes.
10. The broad contents of the proposed Portal/ Software are listed at Section-IV.
11. In line with the stated details and in compliance with the terms and conditions as mentioned in Section -VI, bidder may submit their online bids (technical & financial) , at CPP portal, for the said job in prescribed format only.
12. **Pre bid meeting** will be held on the date and time as mentioned in Section-III, for satisfy the quarries of the prospective bidders who like to attend the meeting. At this stage, it may not be possible to quantify the job in totality. Therefore, to further assess the quantum of the proposed job (if required), bidder in their own interest may attend Pre Bid Meeting.
13. Online bids should be accompanied with an Earnest Money (refundable) in the form of a Demand Draft/Pay Order drawn in favour of 'Publication Division, NCERT' for an amount of Rs.1,25,000/- (Rupees One Lac Twenty five thousand only) payable at New Delhi. Bids without Earnest Money would be rejected and no further correspondence shall be entertained in this regard.
14. After uploading online bids, the hard copy of all the required documents and a copy of technical bid along with earnest money should be dropped in tender box at room no. 27, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016 in the room of Administrative Officer latest by 09/06/2017 at 3.00 p.m. Technical bids would be opened on next working day at 11.00 a.m.. in the presence of the bidders or their duly authorized representatives who choose to attend the same.
15. NCERT reserves the right to accept/reject any or all bids and/or cancel the e-Tender proceedings without assigning any reason, whatsoever.

SECTION III

BIDDING DATA SHEET (BDS)

The following specific data for creating, designing, developing, commissioning and maintaining of an integrated web portal for Publication Division, NCERT shall complement, supplement, or amend the provisions in this Tender Document. Whenever there is a conflict, the provisions herein shall prevail over those in the mentioned in this tender document.

Clause No.	Items
12 Section II	<i>For any information/ quarry related to the biding document or bidding process Administrative Officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016, may be contacted.</i>
2 Section II	<i>Address of NCERT:</i> Head, Publication Division National Council of Educational Research & Training Room No. 101, Ambedkar Khand, Sri Aurobindo Marg, NEW DELHI 110 016 <i>Telephone: 011-26592334</i> <i>Fax No.: 011-26562708</i> <i>Email : pdncert@gmail.com</i>
13 Section II	<i>The amount of Earnest Money :</i> <i>Rs. 1,25,000</i>
12 Section II	<i>Pre Bid Meeting will be held on 25/05/2017 at 11 a.m. in the room of Head, Publication Division, NCERT, New Delhi-110016.</i>
10 Section VI	<i>The Bid validity period shall be 60 days after the date of Bid opening</i>
3 Section VI	<i>Last Date and time of uploading of Bids 09/06/2017 at 01 p.m.</i> <i>Last Date and time of submitting. EMD and other documents at Publication Division, NCERT 09/06/2017 at 03.00 p.m.</i>
4 Section VI	<i>The date and time of opening the technical bids :</i> Date: 12/06/ 2017 Time: 11.00 a.m. <i>The bid opening shall take place at:</i> Publication Division NCERT, Sri Aurobindo Marg, New Delhi 110 016

SECTION-IV

SCOPE OF WORK

Broad Contents of web portal and integration of different wings of Publication Division, NCERT.

1. Publication Division, NCERT envisages automating its various activities, which includes some of the key processes such as interaction with empanelled vendors, schools, and individual customers with HQ as well as RPDCs, online payments, report generations, billing, inventory management etc. This would provide real time information regarding printing, distribution, receipt and payments etc. and enable NCERT to take prompt decisions.
2. It would be appropriate to have a robust, scalable web/network based dedicated centralized web portal (to be hosted at NIC or at other agency). The portal/ software should be custom configurable based on the requirements of Publication Division, NCERT. The system should be capable to manage a very large database and bears strike in a large numbers.

3. Activities to be covered

I. Registration Module

Facility for registering Vendors, CBSE Schools, etc. through mobile and other feasible modes. Generation of unique ID against successful registrant and email & SMS to be sent to every successful registrant. Creation of user account with some basic information such as display of address, contact no, list of NCERT books, payment module, password change facility etc. The user name and password of this account will initially be the unique I.D. generated.

II. Inventory Management Module

This module will include all the aspects of inventory management and will be designed according to the specific requirement of NCERT book and paper stores. All the stores located at different parts of the country, will be integrated and manage the receipts and issue of various NCERT publications, different sizes of papers with the help of this portal.

III. Billing Module

This module will manage different types of billing to stake holders (such as billing to individual customers, to vendors, to schools and complementary copies etc.). The postal supply request received through the portal should also be billed through this module.

IV. Journal subscription

The portal will be hosting online subscribing facility for the subscribers for 6 different NCERT Journals. The subscription charges are also can be paid using payment gateway available at portal.

V. Production wing module

This module will generate the requirement of printing paper for the different books. The printing job orders will be issued to different printers through this portal. The printing job will be monitored and bills will be processed using this module.

VI. Other modules:

- Automatic emailing of Invoice, acknowledgement slip, receipt etc.
- Receipt against online payment.
- Bulk Email to different stake holders.

VII. Other web pages

- List of NCERT publications.
- New releases.
- Information to customers
- List of NCERT empanelled vendors.

VIII. Payment gateway integration and implementation

The bidder shall integrate the web portal/ software with the payment gateway for online payment collection from vendors, schools, individual customers and other institutes through credit cards, NEFT, RTGS, net banking etc. In this regard financial reports (date wise, party wise, bill wise, unique-id wise etc.) shall be generated against the payment received. It will be the responsibility of bidder to ensure the security and certificate installation required for operationalize the payment gateway.

4. The bidder will hand-over the source code with complete documentation both hardcopy and softcopy to NCERT and undertake to debug any flaw in the software development. The bidder must ensure the confidentiality and security of data to be maintained.
5. The bidder will not use the data generated for any purpose without specific written permission of NCERT.
6. The bidder will assist and train NCERT staff in all the modules of the portal/ software. The bidder shall provide the complete backup of the data and its related reports to NCERT in soft copy.
7. The bidder shall provide adequate technical manpower to complete the work in specified time period and in best possible manner. The bidder shall make necessary standby arrangement in case any technical man power is on leave. At any stage if additional technical manpower is required, the bidder shall provide the additional technical manpower at no extra cost.
8. It shall be the responsibility of the bidder to liaison with the officers of NCERT for collecting information required to develop SRS for this portal.
9. The bidder shall arrange at his own cost the equipments like Computer, Laptop and internet etc. for the technical manpower attached for development of this portal/ software. The NCERT will provide the sitting space, electricity, etc. at NCERT, if required.
10. The bidder has to maintain the developed portal/ software for one year with adequate manpower from the date of successful completion of the portal/ software. For this the bidder must quote the maintenance charges for one year.

11. The bidder shall get the software security audit before hosting the same on NIC or private server preferably from the empanelled agencies of CERT-in. The final security audit of the software must be in compliance with the NIC guidelines.
12. The bidder shall provide onsite support in maintaining the portal with sufficient man power for three months after successful execution of the portal/ software.
13. The bidder shall ensure that the web portal is compatible with all the browsers and no plugin required. The web portal shall be compatible with all the platforms/ operating systems.
14. Accessibility should be permitted only through secure connection with the facility of a username and password (wherever applicable). Complete integration of above modules and successful commissioning of portal/ software will be the sole responsibility of the bidder.

SECTION-V

QUALIFICATION CRITERIA

1. The bidder must have completed at least 3 years of operation in the field of web application/ software development.
2. The bidder should have turnover of the last two financial years not less than one Crore.
3. The bidder should have sufficient man powers that are technically qualified also having experience in developing such portal etc preferably in large business organization.
4. The bidder must have technical and support office in NCR Region.
5. The bidder should have successfully executed at least three projects of web based application/portal/software development in the past three years as on 31 March 2017, costing not less than 10 lakhs.
6. The bidder should have CMMI Maturity level 3 or higher / Capability Approval as per ISO/IEC 23026 requirements by STQC, DEITY, Govt. of India.

If the firm/Company meets the above requirements, it may apply online in the prescribed performa at Section-VII and Section-VIII. Bidder should submit the self-attested photocopies of documents related to Registration Number, PAN number, copy of certificates etc online at CPP portal along with technical bid (on prescribed format). A copy of these documents along with EMD of Rs.1,25,000/- should be submitted to Administrative Officer, Room no. 27, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016 in a sealed envelope by the date as mention in Section-III.

SECTION-VI

TERMS AND CONDITIONS

1. Two Bid system will be followed for this tender. Bidders are advised to carefully read this tender document before submitting their online bids. In this system bidders must upload their technical bid (along with required self attested documents) and financial bid (in BOQ format) in two separate folders (envelope) available at CPP portal.
2. The details of document required to submit in folder 1 (technical bid) at CPP portal:
 - Bid Submission Form as per Section-VII.
 - Copy of PAN card.
 - Copy of the annual accounts (balance sheet, profit and loss accounts) for the financial year 2014-15 and 2015-16, indicating turnover of the firm.
 - List of technical man power engaged by the firm with their resume.
 - Proof of its Registered Office and other office (s), work place etc. (the bidder must have technical and support office in NCR Region).
 - Certificate(s) regarding successful execution of at least three projects of web based applications/portal/ software development in the past three years as on 31st March 2017, costing not less than 10 lakhs.
 - Copy of Earnest Money for an amount of Rs. 1,25,000/-, in the form of a Demand Draft/Pay Order drawn in favour of 'Publication Division, NCERT' payable at New Delhi.
3. Copy of all the documents mentioned above along with EMD of Rs.1,25,000/- in the shape of DD/ Pay Order should be submitted in sealed envelope to the Administrative Officer, Room No. 27, Publications Division, NCERT, New Delhi by the dated and time as mentioned in Section-III.
4. If the documents and EMD are sent by post, NCERT shall not be responsible for any postal delays, which may lead to non receipt/ non-delivery of the bid.
5. The financial bid, strictly as per the format at Section-VIII, (in the available BOQ sheet), should only be uploaded at CPP portal by the dates as mentioned in Section-III. Any ambiguity in the bid may result in the rejection of the Bid.
6. The technical bids will be opened on the date and time as mentioned in Section-III at Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016 in the room of Head Publication Division.
7. The date of opening of financial bid will be communicated to all the successful bidders of technical bid through email and telephone.
8. Failure to furnish all relevant information as required or submission of bid not substantially responsive to this document in every respect will result in rejection of the bid.
9. No correspondence will be entertained in case the bid is rejected on this account. Bidders are advised to study the details carefully. Submission of bid shall be deemed to have been done after

careful study and examination of the details, as provided with full understanding of its implications.

10. The bidder cannot make any amendment in the bid neither he can impose any conditions. All such bids will be rejected at the discretion of NCERT.
11. The bidder shall bear all costs associated with the preparation of its bid including cost of preparation for the purposes of clarification of the bid, if so desired by the NCERT. NCERT in no case will be responsible or liable for these costs regardless of the conduct or outcome of the tendering process.
12. Bids shall remain valid for 60 days after the date of bid opening prescribed. A bid valid for a shorter period may be rejected by NCERT as non-responsive.
13. The bidder should clarify that the individual signing the bid documents or other documents in connection with the bid must certify whether he/she signs as:
 - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor, or
 - b. A Partner of the firm if it be a partnership. In this case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership deed or a power of attorney. Alternatively, the bid documents should be signed by all the partners,
or
 - c. Constituted Attorney of the firm if it is a company.
14. It will be imperative on each bidder to fully acquaint himself / herself with the local conditions and factors which would have any effect of the performance of the contract and/or the costs.
15. When deemed necessary, NCERT may seek clarification on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the price quoted. NCERT may, if so desired, ask the bidder to give presentation for the purpose of clarification of the Tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the bidder.
16. NCERT will open online bids in the presence of the bidders or his authorized representatives, who may choose to be present at the designated place.
17. NCERT will examine the bids to determine whether they are complete, whether the documents have been properly signed, the bids are generally in order. Incomplete or unsigned bids may be rejected.
18. NCERT may waive any minor infirmity or non-conformity in the bid which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder. The decision of NCERT in this regard will be final.
19. In the event of due date being a closed holiday or a declared holiday for Central Government offices, the due date of submission of bids would be following working day at the appointed time and venue.

20. NCERT will award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bid is determined to be qualified to perform the contract satisfactorily. NCERT shall however not bind itself to accept the lowest or any bid, wholly or in part.
21. At any time before the deadline for submission of bids, NCERT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, or in response to some points brought to attention by a prospective bidder, modify the tender document by amending, modifying and / or supplementing the same. All changes shall be posted on CPP portal and at www.ncert.nic.in by issuing addendum or corrigendum and prospective bidders are required to go through the same before submission of bid. All such amendments shall be binding on bidders without any further act or deed on NCERT's part. In the event of any amendment, NCERT reserves the right to extend the deadline for the submission of the bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their bids.
22. The bidder shall indemnify NCERT against all third party claims of infringement of patent, trademark or industrial designs, rights arising from the use of the software programs and/or goods or any other part thereof. The software developed on behalf of this contract will be the sole property of NCERT, and all rights will be reserved with the NCERT.
23. Bidder will use **open source technology** for the development of this portal/ software.
24. NCERT reserves the right to accept or reject any bid, and to annul the tender process and to reject all bids at any time, without thereby incurring any liability of the affected bidder. The decision of NCERT in this regard would be final and binding.
25. Within 10 days of the receipt of notification of award from NCERT, the successful bidder shall furnish a performance guarantee equivalent to 10% of the contract value, either in the form of Demand Draft, in favour of 'Publication Division, NCERT' payable at New Delhi, or a Bank Guarantee (applicable for a minimum period of two year computed from the date of issue of the Job Order), in accordance with the conditions of the contract. Failure of the successful bidder to comply with this requirement shall constitute sufficient ground for the annulment of the award, in which event, the NCERT may made the award to the next lowest evaluated bidder or call for new bids.
26. Security deposit will be refunded to the bidders after the expiry of contract, subject to successful execution.
27. Payment after deduction of taxes (as applicable) shall be released by NCERT, subject to production of pre receipted Invoice in duplicate after successful commissioning of portal/software. All the payments will be released subjected to satisfactory performance.
28. The AMC period will start after completion of three months period of onsite support and the AMC charges will be paid accordingly.
29. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the contract without prejudice to the rights of NCERT and forfeiture of Performance Security.

30. If at any time during performance of the contract, the bidder encounter conditions impeding timely delivery of services, the bidder shall promptly notify NCERT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the bidder's notice, NCERT shall evaluate the situation and may at its discretion extend the time for performance.
31. Force Majeure: Notwithstanding the above provisions, the bidder shall not be liable for forfeiture of Performance Security, liquidated damages or termination for default, if and to the extent that delay in performance or other failure to perform obligations is a result of an event of Force Majeure.
For the purpose of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. If Force Majeure situations arise, the bidder shall promptly notify the NCERT in writing of such conditions and cause thereof.
32. Any disputes arising out of or relating to the contract shall be settled through arbitration to which both, NCERT and the bidder hereto consent that the decision of Secretary, NCERT shall be final and binding. However, for all unresolved disputes, arbitration proceedings shall take place at Delhi and courts at Delhi shall have jurisdiction over the matter. The contract shall be interpreted in accordance with the Indian Laws.
33. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

SECTION- VII
Technical Bid
BID SUBMISSION FORM

Technical bid for creating, designing, developing, commissioning and maintaining of an integrated web portal for Publication Division, NCERT

1. Name of the Company			
2. Address (with Tel. No., fax no. & e-mail address)			
3. Contact person			
4. (a) Registration Number (b) PAN Number (c) Service Tax No./ Tin No			
5. Details of EMD Deposited			
Demand Draft / PO Number	Name of Bank	Amount (in Rs)	Date

6. Total experience to the firm (in years)(certificate enclosed)
7. The turnover of the firm during financial year 2014-15 and 2015-16 Rs..... and Rs..... respectively (copy of accounts certified by CA enclosed).
8. Total no. of technically qualified staff working with the firm.....(details enclosed)
9. Total no. of projects, costing more than Rs.10 lacs, independently handled by the firm during last three financial years(certificate enclosed)
10. The self attested copy of CMMI Maturity level 3 or higher / Capability Approval as per ISO/IEC 23026 requirements by STQC, DEITY, Govt. of India attached.
11. Whether the firm has been black listed by any Govt./ semi Govt. organization/PSU (**Yes/ No.**).....

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case found any deviation in the above statement at any stage the bid will be rejected and firm will be black listed. I also certify that I have read and understood all the sections of the tender document and are acceptable to me.

(Signature of authorized signatory)

Note: The bidder shall sign all papers of the bid before uploading the same in the envelop at CPP Portal. Copy of all the documents along with EMD should also be submitted in a sealed envelope on or before the last date and time as mentioned in the data sheet (Section-III).

SECTION-VIII

Financial Bid **PRICE SCHEDULE**

Financial bid for creating, designing, developing, commissioning and maintaining of an integrated web portal for Publication Division, NCERT:

Name of the Bidder:-

Sl. No	Items	Costs (In INR)	All Applicable Tax(s)	Total
1	Creating, designing, developing commissioning and maintaining an integrated web portal for Publication Division, NCERT			
2	Annual Maintenance Charges (including the cost of project manager and technical manpower) for 1 Year after the successful commissioning of the work.			
Total				

READ CAREFULLY

Price Bid in BoQ_XXXX.xls

A standard BoQ format has been provided with the E-tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their rate quotations in the format provided and no other format is acceptable. Bidders are required to download the BoQ file and enter their 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 file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the Bid Id and the date & time of submission of the bid with all other relevant details. 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.

SECTION-IX
CONTRACT FORM
(On non judicial stamp paper of Rs.10/-)

THIS AGREEMENT made the day of, 20 between National Council of Educational Research and Training (hereinafter called "the NCERT") of the one part and(Name of bidder) of (address) (hereinafter called "Firm") of the other part.

WHEREAS the NCERT desires the services of the firm for creating, designing, developing, commissioning and maintaining of an integrated web portal for Publication Division, NCERT and has accepted the following bid of the Firm :

Sl. No	Items	Costs (In INR)	All Applicable Tax(s)
1	Creating, designing, developing commissioning and maintaining an integrated web portal for Publication Division, NCERT		
2	Annual Maintenance charges (including the cost of project manager and technical manpower) for 1 Year after the successful commissioning of work.		
Total			

(Contract Price in Words Rupees, hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. Details terms and conditions laid down in bidding document shall also form part of this agreement.
2. In consideration of the payments to be made by the NCERT to the firm as hereinafter mentioned, the Firm hereby covenants with the NCERT to provide the services in conformity in all respects with the provisions of the Contract.
3. The NCERT hereby covenants to pay the Firm in consideration of the provision of the services the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**Signature of Authorized Signatory
of bidder with seal**

NCERT

Witness:

Witness:

SECTION X
BANK GUARANTEE
(For Earnest Money)

Date:
Bank Guarantee No.:
Amount (10% of the total bidding amount)Rs.-/-

Secretary
National Council of Educational Research and Training,
New Delhi.
Amount of guarantee: Rs.-/-
Guarantee cover from:

LAST DATE FOR LODGEMENT OF CLAIM:

This deed of guarantee executed by (hereinafter referred to as THE BANK) in favour of Secretary, National Council of Educational Research and Training (hereinafter referred to as NCERT) FOR AN AMOUNT NOT EXCEEDING Rs.....-/- at the request of M/s..... (hereinafter referred to as the Firm). This guarantee is issued subject to the condition that the liability of the Bank under the guarantee is limited to a maximum of Rs.-/- and the Guarantee shall remain in force up to..... and cannot invoked served otherwise than by a written demand or claim under this guarantee served on the bank on or before In consideration of Secretary, NCERT having agreed to accept the bid for creating, designing, developing, and maintaining of an integrated web portal for Publication Division, NCERT M/s..... (hereinafter called the said Firm under the terms and conditions of an agreement made between both the parties (hereinafter called the said agreement) for the due fulfillment of the contract as per the terms and agreement on production of bank guarantee for Rs.....

1. We do hereby undertake to pay NCERT an amount not exceeding Rs.....-/- against any loss or damage caused to or suffered by NCERT by reason of any breach of the terms and conditions contained in the bidding document.
2. We do hereby undertake to pay amount due and payable under this guarantee without any demur, namely on a demand from the NCERT stating that the amount demanded is due by way of loss or damage caused to or would be caused to or suffered by NCERT by reason of the service failure to perform the said agreement by such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under the guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.-/-
3. Wefurther agree that the guarantee herein contained shall be in force and effect up to unless a demand or claim under this guarantee is made on us in writing on or before..... We shall be discharged from all liability under this guarantee thereafter.