

Local Transportation E-Tender Notice

विभाग 5 नृत्यमन्त्र



एन सी ई आर टी
NCERT

राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण पारिषद

श्री अरविन्द मार्ग, नई दिल्ली-110016

ई-निविदा सूचना

पुस्तकों तथा मुद्रण कागज के प्रेषण के परिवहन हेतु प्रतिसठित पात्र ट्रांसपोर्टरों से ऑनलाइन बोलियां (तकनीकी तथा वित्तीय) आमंत्रित हैं। सभी प्रकार में पूर्णतः भरी हुई ऑनलाइन बोलियां 25.08.2017 को 11.00 (पूर्वाह्न) तक या उससे पूर्व अपलोड कर दी जानी चाहिए और निविदा शुल्क के रूप में रू.. 1000/- का डिमांड ड्राफ्ट/भुगतान आदेश प्रकाशन प्रभाग, एनसीईआरटी के पक्ष में आहरित खाते में नई दिल्ली में देय तथा अपेक्षित दस्तावेजों सहित अधिसूचित बयाना जमा राशि 25.08.2017 को 1.00 (अपराह्न) तक या उससे पूर्व प्रशासनिक अधिकारी, प्रकाशन प्रभाग, एनसीईआरटी, श्री अरविन्द मार्ग, नई दिल्ली-110016 को अवश्य पहुँच जानी चाहिए।

अन्य विवरण सहित निविदा दस्तावेज को केंद्रीय सार्वजनिक खरीद (सीपीपी) पोर्टल <http://eprocure.gov.in/eprocure/app> से डाउनलोड किया जा सकता है।

अध्यक्ष

प्रकाशन प्रभाग

Local Transportation E-Tender Notice



NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING
Sri Aurobindo Marg, New Delhi-110016
E-Tender Notice

Online bids (Technical & Financial) are invited from reputed eligible transporters for transportation of consignment of books and printing paper. The online bids complete in all respect should be uploaded on or before 25.08.2017 by 11.00 a.m. and an A/c Payee Demand Draft/Pay Order of Rs. 1000/- towards Tender Fee in favour of Publication Division, NCERT, payable at New Delhi and notified EMD along with required documents must reach the Administrative Officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016 on or before 25.08.2017 by 01.00 p.m.

The tender document along with other details may be downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>

Head, Publication Division



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

E-TENDER DOCUMENT

Transportation of Consignment of Books and Printing Paper

CONTENTS

SECTION I	:	INVITATION FOR BIDS
SECTION II	:	INSTRUCTIONS TO BIDDERS
SECTION III	:	BIDDING DATA SHEET
SECTION IV	:	QUALIFICATION CRITERIA
SECTION V	:	SCHEDULE OF REQUIREMENTS
SECTION VI	:	BID SUBMISSION FORM AND PRICE SCHEDULE
SECTION VII	:	CONDITIONS OF CONTRACT
SECTION VIII	:	CONTRACT FORM
SECTION IX-A	:	BANK GUARANTEE FORM (For Earnest Money)
SECTION IX-B	:	BANK GUARANTEE FORM (For Performance Security)
SECTION X	:	NOTIFICATION OF AWARD

E-TENDER NOTICE

e-Tender Reference No: 5-7/2014 Pub (Admn)

The National Council of Educational Research and Training (NCERT), New Delhi invites Online bids (Technical & Financial) for Transportation of consignment of Books & Printing paper (Local stations).

Details	Transportation of consignment of Books & Printing paper (Local stations)
Earnest Money Deposit to be submitted	Rs. 10,000/- per station
Tender Fee	Rs. 1000/-
Tender Type	Open
Type of Bidding	Two Bid Process
Tender Category	Transportation (Local)
Date of e-Publishing	04.08.2017
Date and time of Pre Bid Meeting	18.08.2017 at 11.00 a.m.
Last Date and time of uploading of Bids	25.08.2017 at 11.00 a.m.
Last Date and time of submitting Tender Fee. EMD and other documents at Publication Division, NCERT	25.08.2017 at 1.00 p.m.
Date and time of opening of Technical Bids	29.08.2017 at 11.00 a.m.
Date and time of opening of Financial Bids	Will be separately notified of Technically shortlisted/qualified bidders

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.

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 enrol on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrollment" 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/SmartCard.
- (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 userID/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.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

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 Tender Fee and 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 Tender Fee/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 2 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 date. The date 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.

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING
Sri Aurobindo Marg, New Delhi 110 016

SECTION I
INVITATION FOR BIDS

01. The National Council of Educational Research and Training (NCERT), New Delhi invites sealed bids from eligible transporters for transportation of consignment of books and paper for the following destinations:

Local Station Destinations

Sl. No.	From	To	Truck Capacity	Delivery period Prescribed	Rate
1.	Delhi	Delhi	4 MTs	Same day	
2.	Delhi	NCR	4 MTs	Same day	
3.	NCR	Delhi	4 MTs	Same day	
4.	NCR	NCR	4 MTs	Same day	
5.	Delhi	Delhi	9 MTs	Same day	
6.	Delhi	NCR	9 MTs	Same day	
7.	NCR	Delhi	9 MTs	Same day	
8.	NCR	NCR	9 MTs	Same day	
9.	Delhi	Delhi	15 MTs	Same day	
10.	Delhi	NCR	15 MTs	Same day	
11.	NCR	Delhi	15 MTs	Same day	
12.	NCR	NCR	15 MTs	Same day	

Note:-

1. **Delhi means National Capital of Delhi**
2. **NCR means NOIDA, Greater NOIDA, Sahibabad, Ghaziabad, Faridabad & Gurgaon or any other destination to be included from time to time within the NCR.**

(Signature with Seal of the Authorized signatory)

Date

Place

02. Last Date and time of uploading of Bids: 25.08.2017 (11.00 a.m.)

Last Date and time of submitting Tender Fee (A/c Payee Demand Draft/Pay order of Rs. 1000/- in favour of Publication Division, NCERT payable at New Delhi), EMD and other documents at Publication Division, NCERT: 25.08.2017 (01.00 p.m. Hrs.)

Technical Bids will be opened on 29.08.2017 at 11.00 a.m.

03. Interested eligible bidders may obtain further information in respect from the Bidding Documents from Administrative officer, Publication Division, Ambedkar Khand, NCERT, Sri Aurobindo Marg, New Delhi- 110016
04. The tender document along with other details may be downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>
05. All interested eligible bidders are requested to submit their bids online on Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>, as per the criteria given in this document:

i. Scanned copy of Tender Fee & EMD and other documents should be uploaded online in Cover 1 (Technical Bid).

ii. Financial Bid should be uploaded online in Cover 2

Both Technical and Financial Bid covers should be uploaded online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>)

It will be the responsibility of the bidder to ensure that physical original of EMD, Tender Fee and other documents must be submitted before due date and time on the given address: Administrative officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016. Alternatively, the documents may be sent by registered post or by speed post to the Administrative officer, Publication Division, NCERT, Sri Aurobindo Marg, New Delhi-110016 by the time and date stipulated for receipt of bids. Any delay even postal delay in receipt of Bid documents would be considered late submission of Bid and rejected. Mere handing over of the Bidding Documents at the Reception Counter or at any other counter or room or person shall not be considered submission of bid.

06. Technical Bids will be opened in the presence of Bidders' representatives who choose to attend the bid opening at the date, time and address mentioned above.
07. A Pre-bid meeting will be held on 18.08.2017 at 11.00 a.m. in the room of the Head, Publication Division, NCERT in order to provide the bidders an opportunity to seek clarifications on all aspects of the Bidding Documents.

**Head
Publication Division**

SECTION II
INSTRUCTIONS TO BIDDERS
TABLE OF CLAUSES

Clause Number	Topic	Page Number
A. INTRODUCTION		
01	Scope of Bid	10
02	Eligible Bidders	10
03	Cost of Bidding	10
B. BIDDING DOCUMENTS		
04	Sections of Bidding Documents	10-11
05	Pre-bid meeting	11
06	Opening of Bids	11
07	Amendment of Bidding Documents	12
C. PREPARATION OF BIDS		
08	Language of Bid	12
09	Documents Comprising the Bid	12-13,14
10	Bid Submission Form	14
11	Bid Prices	14
12	Bid Currencies	14
13	Documents Establishing Bidder's Eligibility and Qualifications	15
14	Earnest Money	15
15	Period of Validity of Bids	16
D. SUBMISSION OF BIDS		
16	Submission of Bids	16
17	Deadline for Bids	17
18	Late Bids	17
E. OPENING AND EVALUATION OF BIDS		
20	Opening of Bids by the NCERT	17-18
21	Clarification of Bids and Contacting the NCERT	18
22	Responsiveness of Bids	18-19

F. AWARD OF CONTRACT

23	Award Criteria	19
24	NCERT's Right to Accept any Bid and to Reject any or all Bids	19
25	Notification of Award	19
26	Signing of Contract	20
27	Performance Security	20
28	Fraudulent and Corrupt Practices	20
29	Authorization for submission of Bid	20

SECTION II**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION****01. Scope of Bid**

01.01 National Council of Educational Research and Training (NCERT), Sri Aurobindo Marg, New Delhi 110016, hereinafter referred to as NCERT, issues these Bidding Documents for the transportation of Goods, namely, books and printing paper as specified in Section V, Schedule of Requirements.

01.02 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form by mail or fax with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.

02. Eligible Bidders

02.01 This Invitation for Bids is open to all the eligible transporters as per Qualification Criteria given in Section IV.

03. Cost of Bidding

03.01 The Bidder shall bear all costs associated with the preparation and submission of his/her Bid, and the NCERT, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS**04. Sections of the Bidding Documents**

04.01 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addendum issued in accordance with Clause 7.

Part 1: Bidding Procedures

- Section I. Invitation for Bids
- Section II. Instructions to Bidders
- Section III. Bidding Data Sheet
- Section IV. Qualification Criteria
- Section V. Schedule of Requirements

Part 2: Transport Requirements

- Section VI. Bid Submission Form and Price Schedule
 - A: General Information
 - B: Price Schedule

Part 3: Contract

- Section VII. Conditions of Contract
- Section VIII. Contract Forms
- Section IX (a) Bank Guarantee Form for Earnest Money
- (b) Bank Guarantee Form for Performance Security
- Section X Notification of Award.

04.02 The Bidder is expected to examine all the instructions, forms, terms, and requirements in the Bidding Documents. Failure to furnish all the information or documentation required by the Bidding Documents will result in the rejection of the bid.

04.03 The Bidder must be fully acquainted with the site and location of the godowns vis-à-vis loading and unloading points before quoting rates and submitting bids. Once the bid is submitted by the bidder he/she shall be deemed to be fully acquainted with the site and location of the godown vis-à-vis loading and unloading points and shall not be entitled to any compensation arising out of any discrepancy in the site and location found later on, or on the grounds that the workers employed by him/her are demanding higher rates of wages in respect of certain operations.

04.04 Bidders should not incorporate any conditions in the bids. Conditional bids will be rejected.

04.05 No definite volume of work to be performed can be guaranteed during the currency of the contract.

5. Pre-bid meeting

05.01 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Publication Division, NCERT in writing or by fax at the NCERT's mailing address indicated in the Bidding Data Sheet. All requests for clarification received by the NCERT 10 days prior to the deadline for submission of bids will be clarified in a pre-Bid meeting scheduled to be held as per details in the Bidding Data Sheet.

06. Opening of Bids

06.01 The Bids will be opened in the Publication Division, NCERT, at the address, date and time indicated in the Bidding Data Sheet. The Bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of bid.

07. Amendment of Bidding Documents

- 07.01 At any time prior to the deadline for submission of Bids, the NCERT may amend the Bidding Documents by issuing an addendum.
- 07.02 The amendment will be notified on Central Public Procurement (CPP) portal i.e. <http://eprocure.gov.in/eprocure/> and will also be displayed on NCERT's website i.e. www.ncert.nic.in. The amendment will be binding on all the bidders.
- 07.03 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bid, the NCERT may, at its discretion, extend the deadline for the submission of Bids.

C. PREPARATION OF BIDS**08. Language of Bid**

- 08.01 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the NCERT, shall be written in English or Hindi language, provided that any printed literature furnished by the Bidder may be in another language so long as it is accompanied by an accurate translation in English/Hindi of its pertinent passages.

09. Documents Comprising the Bid

- 09.01 The Bid submitted by the Bidder shall be in two separate parts:

Submission of Document (Document to be uploaded online on <http://eprocure.gov.in/eprocure/app>)

Part I: This shall be named 'Technical Bid' and shall consist of:

- I. Scanned copy of Tender fee & Scanned copy of Earnest Money.
- II. Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Clause 28.01
- III. Undertaking that the Bid shall remain valid for the period specified in Clause 15.01
- IV. Scanned copy of an affidavit affirming that information he/she has furnished in the Bidding Document is correct to the best of his/her knowledge and belief.
- V. Scanned copy of bid submission form Section VI (Part A)
- VI. Scanned copy of all Documents as per qualification Criteria Section IV

Part II: This shall be named 'Financial Bid' and shall consist of:

I. Bid Submission Form and Price Schedule in Section VI (Part B);

09.02 Price Bid in BoQ_XXXX.xls

A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids 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.

09.03 Documents to be submitted physically:

- I. Earnest Money as per clause 14.03
- II. Tender Fee (A/c Payee Demand Draft/Pay Order of Rs. 1000/- in favour of Publication Division, NCERT, payable at New Delhi)
- III. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Clause 28.01.
- IV. Undertaking that the Bid shall remain valid for the period specified in Clause 15.01.
- V. An affidavit affirming that information's he/she has furnished in the Bidding Document are correct to the best of his/her knowledge and belief.
- VI. Bid submission form Section VI (Part A)
- VII. All Documents as per qualification Criteria Section IV
- VIII. Complete tender document duly signed on each page of tender document by the authorised person of the firm/company.

The original documents of Cover I shall be sealed in an envelope.

09.04 The following documents, not submitted with the Bid, will be deemed to be part of the Bid.

<i>Section</i>	<i>Particulars</i>
Section I	Invitation for Bid
Section II	Instructions to Bidders
Section III	Bidding Data Sheet
Section IV	Qualification Criteria
Section V	Schedule of Requirement
Section VII	Condition of Contract
Section VIII.	Contract form

10. Bid Submission Form

10.01 The Bidder shall complete and submit the Bid Submission Form by using the form furnished in Section VI (Part A only). These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11. Bid Prices

11.01 The Bidder shall indicate on the Price Schedule, the transport charges he/she proposes to charge per truck load including loading, unloading and other incidental charges including transit insurance, **for a period of two years.**

11.02 Prices indicated on the Price Schedule shall be entered taking into account freight, loading and unloading cost and other incidental expenses if any.

11.03 Bid Prices will not be adjusted for any unconditional or conditional discount offered by the Bidder.

11.04 Prices quoted by the Bidder shall remain fixed during Bidder's performance of the contract and not be subject to variation on any account.

11.05 A Bid submitted with any different adjustable price quotation will be treated as no responsive and rejected.

12. Bid Currencies

12.01 Prices shall be quoted in Indian Rupees only.

13. Documents Establishing Bidder's Eligibility and Qualifications

- 13.01 The Bidder shall complete the Bid Submission Form, included in Section VI.
- 13.02 The Bidder shall provide documentary evidence of his/her eligibility and qualifications to perform the contract (to NCERT's satisfaction) if his/her Bid is accepted, as per the Qualification Criteria specified in Section IV.

14. Earnest Money

- 14.01 Pursuant to Clause 09, the bidder shall furnish, as part of his/her bid, Earnest Money in the amount specified in the Bidding Data Sheet.
- 14.02 The Earnest Money is required to protect the NCERT against the risk of bidder's conduct, which would warrant forfeiture of Earnest Money, pursuant to Clause 14.07.
- 14.03 The Earnest Money shall be in one of the following forms:
- (a) Demand Draft in favour of the Publication Division, NCERT, payable at New Delhi;
 - (b) Bank Guarantee in the prescribed proforma given in Section IX (A) issued by any Scheduled Bank valid for a period of 60 days beyond the Bid Validity Period.
 - (c) Deposit Receipt of any Scheduled Bank drawn in favour of the Publication Division, NCERT and payable at New Delhi valid for a period of 60 days beyond the Bid Validity Period.
- 14.04 Any bid from a Bidder not secured in accordance with Clauses 14.01 and 14.03 above will be summarily rejected by the NCERT as non-responsive, pursuant to Clause 22.
- 14.05 The Earnest Money of unsuccessful bidders will be discharged/returned as promptly as possible after the expiration of the period of Bid Validity prescribed by the NCERT, pursuant to Clause 15 but not later than 30 days of the award of contract to the successful Bidder.
- 14.06 The successful Bidder's Earnest Money will be discharged upon the Bidder signing the contract, pursuant to Clause 27, and furnishing the Performance Security, pursuant to Clause 28.
- 14.07 Earnest Money shall be forfeited:
- (a) if a Bidder withdraws his/her Bid or does not accept the correction of errors pursuant to Clause 23.02 during the period of Bid validity specified by the Bidder on the Bid form; or
 - (b) in case of the successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with Clause 27; or
 - (ii) to furnish Performance Security in accordance with Clause 28.

15. Period of Validity of Bids

- 15.01 Bids shall remain valid for 60 days as specified in the Bidding Data Sheet after the date of bid opening prescribed by the NCERT, pursuant to Clause 20. Any Bid valid for a shorter period than the period specified shall be rejected by the NCERT as non-responsive.
- 15.02 In exceptional circumstances, the NCERT may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing or by fax. The Earnest Money provided under Clause 14 shall also be suitably extended in such case. A Bidder may refuse the request without forfeiting his/her Earnest Money. A Bidder accepting the request for extension of bid validity will not be required nor permitted to modify his/her Bid.

D. SUBMISSION OF BIDS

- 16.01 The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>.
- 16.02 The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid consisting of Tender Fee & EMD along with required documents should be uploaded online in Cover I and Financial Bid in ".xls" should be uploaded online in Cover 2.
- 16.03 **Technical Bid:** To be opened on 29.08.2017 at 11.00 a.m. as specified in the Bidding Data Sheet.
- 16.04 **Financial Bid:**
- a) The currency of all quoted rates shall be Indian Rupees. All payment shall be made in India Rupees.
 - b) In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified ".xls" format i.e. BoQ_XXXX.xls Excel sheet attached as '.xls' with the tender and based on the quantity and terms and conditions of the Tender document.
 - c) The Financial bid should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.

The Technical Bid and Financial Bid shall be uploaded as per procedure mentioned in "Instructions for Online Bid Submission"

The envelope containing the Technical Bid documents shall be addressed to the address specified in the Clause 06 Bidding Data Sheet (Section III)

17. Deadline for Submission of Bids

- 17.01 Bids must be received by the Publication Division, NCERT at the address specified under Clause 17.02 not later than the time and date specified in the Bidding Data Sheet. In the event of the specified date for the submission of Bids being declared a holiday for the NCERT, the Bids will be received up to the appointed time on the next working day.
- 17.02 The NCERT may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with Clause 07, in which case all rights and obligations of the NCERT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17.03 It shall be the responsibility of the Bidders to ensure that the completed Bidding Document is dropped in the sealed tender box available with the Administrative Officer, Publication Division, NCERT, if the Bid is to be delivered by hand. Local station Bidders may however, send their Bids by registered post or by speed post to the Administrative Officer of the Publication Division, NCERT, Sri Aurobindo Marg, New Delhi 110 016 so as to reach by the time and date stipulated for receipt of Bids. Any delay, even postal delay in the receipt of Bids would be considered late submission of Bid and the Bid would be rejected. Mere handing over of the Bidding Documents at the Reception Counter or at any other counter or room or person shall not be considered as submission of Bid.

18. Late Bids

- 18.01 Any Bid received by the Publication Division, NCERT after the deadline for submission of Bids prescribed by the NCERT, pursuant to Clause 18, will be rejected and returned unopened to the Bidder.

E. OPENING AND EVALUATION OF BIDS**19. Opening of Bids by the NCERT**

- 19.01 The NCERT will open the Bids received (except those received late) in the presence of the Bidders/Bidders' representatives who choose to attend at the time, date and place specified in the Bidding Data Sheet. In the event of the specified date for the submission of Bids being declared a holiday for the NCERT, the Bids will be opened at the appointed time and location on the next working day.
- 19.02 If the Demand Draft for the cost of the Bidding Documents is not there, or incomplete, the remaining Bid Documents will not be opened, and Bid will be rejected.
- 19.03 In all cases, the amount of Earnest Money and validity shall be announced. Thereafter, the Bidders' names and such other details as the Publication Division, NCERT may consider appropriate, will be announced.
- 19.04 The Publication Division, NCERT will prepare minutes of the Bid Opening, including the information disclosed to those present in the meeting in accordance with Clause 20.01.
- 19.05 The evaluation of Technical Bids will be commenced within three or four days after the opening of the Technical Bids. Evaluation will be made with respect to

Earnest Money, Qualification Criteria and other information furnished in Part I of the Bid in pursuant to Clause 09.01. On the basis of such evaluation a list of the responsive Bids will be drawn up. The Financial Bids of only those Bidders who qualify in the evaluation of the Technical Bids will be considered.

- 19.06 The Publication Division, NCERT shall inform the Bidders, whose Technical Bids are found responsive, of the date, time and place of opening of the Financial Bids. The Bidders so informed, or their representative(s), may attend the meeting of opening of Financial Bids.
- 19.07 At the time of the opening of the 'Financial Bid', the names of the Bidders whose Bids were found responsive in accordance with Clause 20.05 will be announced. The Financial Bids of only these Bidders will be opened. The remaining Bids will be returned unopened to the Bidders. The responsive Bidders' names, the Bid prices, the total amount of each Bid, and such other details as Publication Division, NCERT may consider appropriate will be announced by the Publication Division, NCERT at the time of Financial Bid opening. Any Bid Price that is not read out and recorded will not be taken into account in Bid Evaluation.
- 19.08 The Publication Division, NCERT shall prepare the minutes of the opening of the Financial Bids.

20. Clarification of Bids and Contacting the NCERT

- 20.01 To assist in the examination, evaluation and comparison of Bids, the NCERT may, at its discretion, ask the Bidder for a clarification of his/her Bid. The request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the NCERT in the Evaluation of the Bids, in accordance with Clause 23.
- 20.02 No Bidder shall contact the NCERT on any matter relating to his/her Bid from the time of the Bid opening to the time the contract is awarded. Any attempt by the Bidder to influence the NCERT's Bid Evaluation, Bid Comparison or Contract Award decision may result in the rejection of his/her Bid.

21. Responsiveness of Bids

- 21.01 During the detailed evaluation of "Technical Bids", the NCERT shall determine whether each Bid (a) meets the eligibility criteria defined in Clauses 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the Bids will be further determined with respect to the remaining Bid conditions, i.e., Schedule of Requirement (Section V).
- 21.02 A substantially responsive "Financial Bid" will be decided for each package of 4 MTs/ 9 MTs/ 15 MTs capacity truck. A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the services;

(b) Which limits in any substantial way, inconsistent with the Bidding Documents, the NCERT's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

21.03 If a "Financial Bid" is not substantially responsive, it will be rejected by the NCERT, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

21.04 Provided that a Bid is substantially responsive, the NCERT may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

21.05 Provided that a Bid is substantially responsive, NCERT may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

21.06 NCERT's assessment as to the substantial responsiveness or otherwise of each Bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

F. AWARD OF CONTRACT

22. Award Criteria

22.01 Subject to Clause 28, the NCERT will award the contract to the successful Bidder(s) whose Bid(s) has/have been determined to be substantially responsive and has/have been determined as the lowest evaluated Bid(s).

23. NCERT's right to accept any Bid and to reject any or all Bids

23.01 The NCERT reserves the right to accept or reject any Bid(s), and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NCERT's action.

24. Notification of Award

24.01 Prior to the expiration of the period of Bid Validity, the NCERT will notify the successful Bidder(s) in writing by registered letter AD or fax (*fax to be confirmed in writing by registered letter A.D.*), that his/her Bid has been accepted.

24.02 The notification of award will constitute the formation of the contract.

24.03 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 28, the NCERT will promptly notify each unsuccessful Bidder and will discharge his/her Earnest Money, pursuant to Clause 14.

25. Signing of contract

- 25.01 At the same time as the NCERT notifies the successful Bidder(s) that his/her Bid has been accepted, the NCERT will send the Bidder the contract form provided in Section VIII of the Bidding Documents, incorporating all agreements between the parties.
- 25.02 Within seven (7) days of receipt of the contract form, the successful Bidder shall sign and date the contract and return it to the NCERT.

26. Performance Security

- 26.01 Within 7 (seven) days of the receipt of notification of award from the NCERT, the successful Bidder shall furnish the Performance Security in accordance with Clause 10 of the Conditions of Contract, as per the form for Bank Guarantee for Performance Security provided in Section IX B.
- 26.02 Failure on the part of the successful Bidder to comply with the requirement of Clause 27 or Clause 28 shall constitute sufficient grounds for annulment of the award and forfeiture of the Earnest Money, in which event the Purchaser may make the award to the next lowest Evaluated Bidder or call for new Bids.

27. Fraudulent and Corrupt Practices

- 27.01 NCERT requires the Bidders to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988, and undertakes not to approach any concerned official or bring to bear any influence of inducement upon any official with the intent to gaining any undue advantage in securing the contract.

28. Authorization for submission of Bid

- 28.01 The bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid document.

SECTION III

BIDDING DATA SHEET (BDS)

The following specific data for the goods to be transported shall complement, supplement, or amend the provisions in Section II, entitled Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instruction to Bidders.

Clause No.	Items
05	<p><i>Pre-bid meeting:</i></p> <p>Date: 18.08.2017 Time: <u>11:00 AM</u></p> <p><i>Venue:</i> Room of Head/Conference Hall, Publication Division, NCERT</p>
06	<p><i>Address of NCERT:</i></p> <p>Head, Publication Division National Council of Educational Research & Training Room No. 101, Ambedkar Khand, Sri Aurobindo Marg, NEW DELHI 110 016</p> <p><i>Telephone:</i> _____</p> <p><i>Fax No.:</i> 26851070</p>
09.01	<p>Any other documents required: Nil</p>
14	<p><i>The amount of Earnest Money :</i> <i>Rs. 10,000*</i></p> <p style="text-align: right;"><i>(as applicable)</i></p>
15.01	<p>The Bid validity period shall be 60 days after the date of Bid opening</p>
18.01	<p>Last Date and time of uploading of Bids 25.08.2017 at 11.00 a.m.</p> <p>Last Date and time of submitting Tender Fee. EMD and other documents at Publication Division, NCERT 25.08.2017 at 1.00 p.m.</p>
20.01	<p><i>The date and time of opening the Technical bids are :</i> Date: 29.08.2017 Time: 11.00 a.m.</p> <p><i>The bid opening shall take place at:</i> Publication Division NCERT, Sri Aurobindo Marg, New Delhi 110 016</p>

*NCR to NCR — Rs. 10,000/- per station

SECTION IV**QUALIFICATION CRITERIA**

(Referred to in Clause 13.02 of ITB)

The Bidder must fulfill the following criteria:

1. The transport firms should enclose a certified list of trucks owned by them as part of their fleet which should not be less than eight trucks of 4/9/15 MTs capacity indicating complete description; such as, Truck No., Chassis No., weight when empty, maximum permissible load bearing capacity, with or without National permit/licence, etc., in support of each truck. (as per format given in section VI of bid submission form part A clause 6)
2. The transport firms shall certify that they have adequate arrangement of labourers for loading and unloading of trucks.
3. The transport firm shall also certify that each truck has sufficient number of tarpaulins for each truck to cover the packages of books and printing paper and the accessory requirement like planks to serve as ladder.
4. The transport firm shall be a bonafide firm having at least 3 years experience in transportation supported by documentary evidence.
5. An affidavit on a non-judicial stamp paper of Rs.10/- stating that the transport firm has never been black listed by any of the Central Govt./ State Govt.
6. The transport firm is financially sound, supported by a banker's Certificate.
7. Copies of audited Annual Account comprising of Trading Account, Profit and Loss Account and the Balance Sheet of the last two years' which should indicate the turn over not less than 01 crore per annum duly attested by the Chartered Accountant.
8. Work experience in transport business. Furnish the details of three years' work experience.
9. Financial soundness certificate from the banker which includes (a) Name, address and telephone numbers of banker(s) (b)Details of credit limits enjoyed (Please give certificate from the Bank)
10. Income Tax PAN Number.

SECTION V
SCHEDULE OF REQUIREMENTS
BRIEF DESCRIPTION OF WORK

The work involves transportation of books and printing paper between identified stations. It also includes:

Local Station Destinations

Sl. No.	From	To	Truck Capacity	Delivery period Prescribed	Rate
1.	Delhi	Delhi	4 MTs	Same day	
2.	Delhi	NCR	4 MTs	Same day	
3.	NCR	Delhi	4 MTs	Same day	
4.	NCR	NCR	4 MTs	Same day	
5.	Delhi	Delhi	9 MTs	Same day	
6.	Delhi	NCR	9 MTs	Same day	
7.	NCR	Delhi	9 MTs	Same day	
8.	NCR	NCR	9 MTs	Same day	
9.	Delhi	Delhi	15 MTs	Same day	
10.	Delhi	NCR	15 MTs	Same day	
11.	NCR	Delhi	15 MTs	Same day	
12.	NCR	NCR	15 MTs	Same day	

- Loading of consignments of books packed in corrugated cartons, gunny bags, wooden crates or in bundles packed in Kraft paper or in polythene bags.
- Loading and unloading of Printing Paper/Pulp board packed in bales, reels and loose sheets stored at the NCERT godowns in Noida/Gurgaon/ Delhi/New Delhi.
- Transportation of consignments of books to destinations with prescribed period as specified below.
- Unloading of books packed in corrugated cartons, gunny bags, wooden crates or in bundles packed in Kraft paper or in polythene at the destinations specified above.
- Transportation of the consignments of printing paper to the specified destination above.

The Head, Publications Division or an Officer acting on his behalf will inform the transporter twenty four hours in advance, the number of trucks required for transporting the goods, the time and place where the trucks should report for loading and the destinations to which the goods would be transported. In special cases, NCERT may require the Transporter to arrange trucks at shorter notice, and the transporter shall be bound to comply with such requisitions.

Technical BidSection VI
Bid Submission Form (Part A)

GENERAL INFORMATION

General

Sl No	Particulars	Details
1.	Name of bidder	
2.	Address of bidder	
3.	Composition of Bidding firm: <i>Indicate names, addresses, of karta all partners/directors/ proprietors/</i> 1. Hindu Undivided Family business 2. Proprietorship firm 3. Registered Partnership 4. Private limited company 5. Public limited company	(Certify that there are no undisclosed karta partners/ directors/ proprietors)

Work experience in transport business.

5. Furnish the details of three years' work experience in the following format:

Sl No	Name of Client served	Contract period	Product handled	Volume in MT	Value of contract executed (Rs)

Note: Enclose experience certificate in the name of bidders issued by the concerned government Division/ PSU/ Public or Private Limited company.

6. Fleet size: Bidder must clearly indicate the total size of his fleet of trucks indicating truck no. / Chassis no., etc. maximum load bearing capacity of the trucks with or without national permit.

S. No.	Truck No	Chassis No	Weight when empty	Maximum load 15 MT	With/without national permit	National Permit License
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

7. Give below the list of partners/ directors

S. No.	Full name of Partner/ Director
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Date

Place

**Signature and Seal of
Authorized Signatory**

Section VI
Bid Submission Form (Part B)
PRICE SCHEDULE

**Financial
Bid**

Name of the firm

Full Postal address

Telephone No.(s)

E-mail Address

Contact Person: Name

Mobile No.

Tel. No.

Local Station Destinations

Sl. No.	From	To	Truck Capacity	Delivery period Prescribed	Rate
1.	Delhi	Delhi	4 MTs	Same day	
2.	Delhi	NCR	4 MTs	Same day	
3.	NCR	Delhi	4 MTs	Same day	
4.	NCR	NCR	4 MTs	Same day	
5.	Delhi	Delhi	9 MTs	Same day	
6.	Delhi	NCR	9 MTs	Same day	
7.	NCR	Delhi	9 MTs	Same day	
8.	NCR	NCR	9 MTs	Same day	
9.	Delhi	Delhi	15 MTs	Same day	
10.	Delhi	NCR	15 MTs	Same day	
11.	NCR	Delhi	15 MTs	Same day	
12.	NCR	NCR	15 MTs	Same day	

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 financial bids 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 VII**CONDITIONS OF CONTRACT****INDEX**

- | | |
|---|---|
| 1. Definitions | 14. Incidental Services |
| 2. Contract Documents | 15. Terms of Payment |
| 3. Entire Agreement | 16. Assignment |
| 4. Parties to the Contract | 17. Delays in the transporter's Performance |
| 5. Authorized Representative of Transporter | 18. Recoveries and Liquidated Damages |
| 6. Subletting | 19. Termination for Default |
| 7. Relationship with third parties | 20. Payment upon termination |
| 8. Liability for Personnel | 21. Force Majeure |
| 9. Period of Contract | 22. Termination of Insolvency |
| 10. Performance Security | 23. Termination of Convenience |
| 11. Providing Trucks,Loading Unloading & Stacking | 24. Resolution of Disputes |
| 12. Delivery and Documents | 25. Governing Language |
| 13. Insurance | 26. Notices |
| | 27. Taxes and Duties |
| | 28. Road Permit |

SECTION VII**CONDITIONS OF CONTRACT****01. Definitions**

01.01 In this contract, the following terms shall be interpreted as indicated:

- (a) The “bundle/packet” means a collection of books or quantity of printing paper tied together.
- (b) “The contract” means the agreement entered into between the NCERT and the Transporters, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Transporters as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) “Day” means a calendar day.
- (f) “Delivery period” means the time taken in transporting the goods between different destinations. It excludes the day of loading of the goods in the truck and includes the day of reporting for delivery at the destination point.
- (g) “COC” means the Conditions of Contract.
- (h) “Goods” means all of textbooks, publications and printing paper and pulp board that the Transporter is required to transport to NCERT’s godowns and other destinations in the country under the Contract.
- (i) The term ‘Godown’ shall mean and include depots, godowns already belonging to or in occupation of the NCERT or may hereafter be constructed or acquired or occupied or hired by it at any time during the currency of the contract.
- (j) The term ‘truck’ wherever mentioned shall mean mechanically driven vehicles such as lorries and shall exclude animal driven vehicles.
- (k) The “NCERT” means the National Council of Educational Research and Training, New Delhi and includes its successor and assignees,
- (l) "Related Services" and “Services” mean services ancillary to the transport of the textbooks, publication and printing papers, such as loading and unloading, providing labourers, tarpaulins and ladders etc. for trucks any other incidental services and other obligations of transportation covered under the contract;

- (m) “Transporter” means the natural person, partnership, Hindu Undivided Family, private and public limited company or a combination of the above, whose Bid to perform the Contract has been accepted by the NCERT and is named as such in the Contract Agreement.
- (n) National Capital Region, means New Delhi, Delhi, Noida, Sahibabad and Ghaziabad .
- (o) As far as the local transport is concerned, the transporter should provide atleast five trucks in a day at short notice by the office acting on behalf of Head, Publication Division. Any failure of such on the part of the transporter will lead to cancellation of the contract and their security deposit shall be forfeited besides black listing the transporter.

02 Contract Documents

02.01 Subject to the order of precedence set forth below, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

- 1 Contract Agreement
- 2 Conditions of Contract
- 3 Schedule of Requirements
- 4 Bid Submission Form Part A and B
- 5 Bank Guarantee for Performance Security

03 Entire Agreement

03.01 The Contract constitutes the entire agreement between the NCERT and the Transporters and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

03.02 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

04 Parties to the contract

04.01 The parties to the contract are the Transporter and the NCERT represented by the Head, Publication Division and/or any other person authorized and acting on his behalf.

04.02 The person signing the bid or any other document forming part of the bid on behalf of any other person or a firm shall be deemed to warrant that he has the authority to bind such other person or the firm as the case may be in such matters pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, NCERT may without prejudice to other civil and criminal remedies terminate the contract and hold the signatory liable for all costs and damages.

05 Authorized Representative of Transporter

- 05.01 The Transporter shall nominate a person in whose hands the active management and control of the work relating to the contract would lie. The person so nominated shall be deemed to be the authorized agent of the Transporter to perform the obligations of the Transporter.
- 05.02 The Transporter shall not during the currency of the contract make without the prior approval of the NCERT any changes in the constitution of the firm. The Transporter shall notify NCERT the death/ resignation of any of its partners immediately on the occurrence of such an event.

06 Subletting

- 06.01 The Transporter shall not sublet, transfer or assign the contract or any part thereof without the previous written consent of the NCERT. In the event of the Transporter contravening this condition, the NCERT will be entitled to place the contract elsewhere on the Transporter's account and risk. The Transporter shall be liable for any loss or damage, which the NCERT may sustain in consequence or arising out or such replacing of the contract.

07 Relationship with third parties

- 07.01 All transactions between the Transporter and third parties shall be carried out as between two principals without reference in any event to the NCERT. The Transporter shall also undertake to make the third parties fully aware of the position aforesaid.

08 Liability for personnel

During continuance of the contract, the Transporter shall abide at all times by all existing labour enactments and rules made thereunder. The Transporter shall abide by regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Transporter shall keep NCERT indemnified in case any action is taken against NCERT by the competent authority on account of contravention of any of the provisions of any Act or rules, regulations or notification including amendments made thereunder. If NCERT is caused to pay or reimburse any amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/Regulations including amendments, if any, on the part of the Transporter, NCERT shall have the right to deduct any money due to the Transporter including his amount of performance security. NCERT shall also have right to recover from the Transporter any sum required or estimated to be required for making good the loss or damage suffered by NCERT.

09 Period of Contract

- 09.01 The contract shall remain in force for a period of two years from the date of award.
- 09.02 NCERT may extend the period of contract by three months further beyond the original contract period of two year on the same rates, terms and conditions on mutual consent.

10. Performance Security

- 10.01 The Transporter will have to furnish a Performance Security Deposit in the form of Bank Guarantee at the rate of Rs. 1 lakh (Rupees one lakh) per station per category in respect of award of contract within 7 days of the notification of contract award for the contract for transport of goods from National Capital Region to Delhi/NCR.
- 10.02 The performance security deposit shall be for a period covering 3 months after the expiry of contract period.
- 10.03 If the Transporter had previously held any contract and furnished security deposit, the same shall not be adjusted against this contract and a fresh security deposit will be required to be furnished.
- 10.04 The proceeds of the Performance Security shall be payable to the NCERT as compensation for any loss resulting from the Transporter's failure to complete his/her obligations under the contract
- 10.05 The Performance Security shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee in the prescribed proforma given in Section IX B issued by any of the Scheduled Bank
- 10.06. The Performance Security will be refunded to the Transporter (3 months after the contract expires) on due and satisfactory performance of the services and on completion of all obligations by the Transporter under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from the security as may be necessary for making up of the NCERTs claims against the contract.

11. Providing of Trucks, Loading, Unloading and Stacking

- 11.01 The Head, Publication Division or an officer acting on his behalf will inform the transporter 24 hour in advance, the number of trucks required for transporting the goods, the time and place where the trucks should report for loading and the destinations to which the goods would be transported. In special cases, NCERT may require the Transporter to arrange trucks/transportation at short notice and the transporter shall be bound to comply with such requisitions.
- 11.02 The Transporter shall remove the books and printing paper from the stack inside the godowns, carry them physically by handtrolleys and stack the books and printing paper into trucks in a countable position. No extra remuneration on any account for stacking and for use of the means of carriage for loading into trucks shall be paid.
- 11.03 The Transporter shall take care not to mix bundles/packets of different books titles. He should also ensure that printing paper of different sizes and qualities not mixed up. No transshipment is permissible in between the loading and unloading point (i.e. the starting point and the destination). In case there is any local traffic restriction, the transport agency is required to inform NCERT in advance with supporting document from the respective local traffic authority.

- 11.04 The Transporter shall provide trucks within 72 hrs. from the date of issuing the challans/TM/Bills. Failing to provide truck within the scheduled time would empower NCERT to penalize the transporter by imposing penalty @ 2% of the contract price per truck.
- 11.05 The Transporter shall provide their own planks to serve as ladders for the purpose of loading/unloading into/from trucks for stacking.
- 11.06 The Transporter shall provide sufficient number of tarpaulins for each truck to protect the bundles/packets of books and printing paper etc. from rains and inclement weather. The transporter shall be responsible for any damage to goods, when the goods are in the Transporter's custody.
- 11.07 The Transporter shall ensure that their workers do not use hooks for handling bundles/packets.
- 11.08 The transporter shall take adequate steps and necessary precautions to ensure that there is no wastage and damage to the books and printing paper etc., during the loading/unloading of trucks at the Godowns or any other loading/unloading point.
- 11.09 At destination, the transporter shall arrange for (i) unloading the books and printing paper etc. from the trucks, (ii) carrying the bundles/packets into the godown (iii) and stacking the bundles/packets in godowns up to the required height. No extra remuneration shall be paid for such unloading/ carrying and stacking.
- 11.10 The Transporter shall display prominently on the trucks two or more sign-boards as prescribed by the NCERT painted in black and in white indicating that the stocks carried therein belong to NCERT. Trucks carrying NCERT goods should not contain any material other than NCERT material. No extra remuneration, whatsoever will be payable for displaying such sign-boards.
- 11.11 Once the loading/unloading of the truck starts, the work will not be stopped or interrupted until completed.

12 Delivery and Documents

- 12.01 The transporter will be required to submit documentary evidence from *Dharam Kanta* showing weight of the empty truck as well as the loaded truck with NCERT goods.
- 12.02 The Transporter shall be responsible for issuing a consignment note of all bundles/packets entrusted to him/her for carrying and for handing over at the scheduled destinations. The Transporter shall also collect an acknowledgement after the delivery of consignment and submit the acknowledgement to Head, Publication Division in proof of safe and sound delivery at the destination.
- 12.03 The Transporter shall strictly abide by all rules and regulations of the Police and Municipal/ City Corporation authorities in their operational areas.
- 12.04 The Transporter shall be responsible for the safety of the goods while in transit in their trucks and for delivery of quantity dispatched from the Godowns to the destination or to the recipients to whom the consignment of books/paper is required to be transported. The transporter shall deliver

the exact number of bundles/packets and the weight of books and printing paper, etc received by them and loaded on their trucks. The transporter shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit at the price value of books, and the consignment value of paper. The decision of the Council as regards the value of goods short supplied, wasted, lost or damaged shall be final and binding upon the Transporter, and shall not be questioned or subject to arbitration.

12.05 The Transporter shall be responsible for keeping a complete and accurate account of all supplies of books and printing paper etc., received by him/her from the NCERT.

12.06 The Transporter shall deliver the goods at the destinations within the period laid down in Section V Schedule of Requirement.

13. Insurance

13.01 The Goods to be transported under the contract shall be fully insured by the transporter at his/her own cost.

14. Incidental Services

The cost of all services incidental to loading, unloading and stacking will be borne by the transporter. NCERT will not pay detention charges on any account.

15. Terms of Payment

15.01 100% (Hundred percent) of the payment will be released in 45 days on furnishing:

- i. Receipt of the consignment by the printer on the pink and green (Transporter) Challan of the consignment issued by the NCERT.
- ii. Transportation claims (bill) in triplicate.
- iii. Copy of *Dharam Kanta* receipt.

15.02 The transporter has to submit the pink challan duly signed by the printer to NCERT to the very next day.

15.03 The Transporter should submit all their bills not later than 2 months from the date of expiry of the contract for the refund of the security deposit. The Transporter will submit their bills bi-monthly/monthly.

15.04 For service tax claimed, the service tax registration alongwith the proof of service tax paid to government in respect of payment received earlier from NCERT by them, should be furnished subsequently.

16. Assignment

- 16.01 The Transporter shall not assign, in whole or in part, its obligations to perform under the contract, except with the prior written consent of the NCERT.
- 16.02 The Transporter shall be responsible for the safety of the goods from the time the goods are loaded on their trucks from Godowns, until they have been unloaded.

17. Delays in the Transporter's Performance

- 17.01 Delivery of the Goods and performance of the Services shall be made by the Transporters in accordance with the time schedule specified in Section V, Schedule of Requirements.
- 17.02 Any delay by the Transporter in the performance of its delivery obligations shall render the Transporter liable to any or all of the following sanctions:
- Forfeiture of its Performance Security,
 - Imposition of Liquidated Damages and/or
 - Termination of the Contract for defaults
- 17.03 If at any time during performance of the contract, the Transporters encounter conditions impeding timely delivery of the Goods, the Transporters shall promptly notify the NCERT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Transporters notice, the NCERT shall evaluate the situation and may, at its discretion, extend the Transporter's time for performance with or without liquidated damages. Extension of time will not be claimed as a matter of right and will be subject to the sole discretion of NCERT.

18. Recoveries and Liquidated Damages

- 18.01 The Transporter shall be liable for all costs, damages, charges and expenses suffered or incurred by the NCERT due to the Transporter's, negligence and un-workman like performance of any service under this Contract and for all damages or losses occasioned to the NCERT or in particular to any property belonging to the NCERT due to any act whether negligent or otherwise of the Transporter or its employees.
- 18.02 The delivery period shall be the essence of the contract. If the transporter fails to deliver the goods at destinations within the delivery period prescribed in the contract, NCERT shall without prejudice to its other remedies deduct liquidated damages from the contract price for the destination by way of penalty. This is an agreed genuine pre-estimate of the damages duly agreed by the parties. Recovery from the transporter as agreed liquidated damages will be calculated @ 2% of the contract price for the trip for each day of delay subject to the maximum of 10% of the contract price of the trip. The decision of the Council in this regard shall be final and binding upon the Transporter and shall not be subject to arbitration.

18.03 In the event of default on the part of the Transporter in providing labour, and/or his/her failure to satisfactorily fulfill other contractual obligations mentioned in the Bidding Document/Contract efficiently the Head, Publication Division or any officer acting on his behalf, shall without prejudice to other rights and remedies under this contract, have the right to recover by way of compensation/liquidated damages from the Transporter as the Head, Publication Division in his absolute discretion may determine subject to the total compensation/liquidated damages during the contract not exceeding 5% of the contract price. The decision of the Head, Publication Division on the question of transporter's default or failure to perform services efficiently and his/her liability to pay compensation/liquidated damages shall be final and binding on the Transporter.

18.04 Any sum of money due and payable to the Transporter (including security deposit returnable to them) under this contract may be appropriated by the NCERT and set off against out any claim of the NCERT for the payment of any sum of money arising out of this or under any other contract made by the Transporter with the NCERT.

19. Termination for Default

19.01 The NCERT may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Transporters, terminate the contract in whole or part:

- (a) If the Transporter fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or within any extension thereof granted by the NCERT pursuant to Clause 16.02; or
- (b) If the Transporter fails to perform any other obligation(s) under the contract, or
- (c) If the Transporter, in the judgment of the NCERT, has engaged in fraud and corruption, in competing for or in executing the Contract.

19.02 In the event that NCERT terminates the contract in whole or in part, pursuant to Clause 19.01, the NCERT may procure upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Transporter shall be liable to the NCERT for any excess costs for such similar Goods or Services. However, the Transporter shall continue the performance of the contract to the extent not terminated.

20 Payment upon Termination

20.01 In the event of termination of the contract envisaged in Clause-19.01, the Head, Publication Division, shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the Transporter or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the NCERT.

20.02 In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case shall be deducted from any sum then due or which at any time thereafter may become due to the contactors under this or any other contract with the NCERT. Should that sum also be not sufficient to cover the full amount recoverable the Transporter shall pay the remaining balance due to the NCERT on demand.

21. Force Majeure

21.01 Notwithstanding the provisions of Clauses 16, 17 and 18 the Transporters 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 its obligations under the contract is the result of an event of Force Majeure.

21.02 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Transporters and not involving the Transporter's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the NCERT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.03 If a Force Majeure situation arises, the Transporters shall promptly notify the NCERT in writing of such conditions and the cause thereof. Unless otherwise directed by the NCERT in writing, the Transporters shall continue to perform his/her obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22. Termination for Insolvency

The NCERT may at any time terminate the contract by giving written notice to the Transporter, if the Transporter becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Transporter, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NCERT.

23. Termination for Convenience

23.01 NCERT, by written notice sent to the Transporter, may terminate the contract, in whole or in part, at any time for its convenience. The notice of the termination shall specify that (a) termination is for the NCERT's convenience, (b) the extent to which performance of the Transporter under the contract is terminated, and (c) the date upon which such termination becomes effective.

24. Resolution of Disputes

24.01 NCERT and the Transporter shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

- 24.02 If, after thirty (30) days from the commencement of such informal negotiations, the NCERT and the Transporter have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clause 18.03.
- 24.03 The dispute resolution mechanism to be applied shall be as follows:
- (a) A dispute or difference arising between the NCERT and Transporter relating to any matter arising out of or connected with the contract save those covered under provisions of clauses 12.04 and 18.02 which shall be treated as “excepted clauses”, such dispute or difference shall be referred to the sole arbitration under the rules and regulation and through the International Centre for Alternative Dispute Resolution, Plot No. 6, Vasant Kunj Institutional Area Phase-2, New Delhi 110070. The award of the Arbitrator shall be final and binding on the parties to the contract subject to the proviso that the Arbitrator shall give reasoned award.
 - (b) The Indian Conciliation and Arbitration Act, 1996, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.
- 24.04 The venue of arbitration shall be the place from where the contract is issued.

25. Governing Language

- 25.01 The contract shall be written in the language of the bid, as specified by the NCERT in the Instructions to Bidders.

26. Notices

- 26.01 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or facsimile and confirmed in writing to the other Party’s address specified for the purpose in the notification of award/contract. The notice will be effective when delivered. In case the other party refuses to accept the notice, the notice shall be deemed to have become effective one week after the date of dispatch through registered post.

27. Taxes and Duties

- 27.01 The Transporter shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, green tax, toll, etc., incurred until delivery of the contracted goods at the destination. However, Sales Tax/VAT/GST (surcharge in lieu of Sales Tax), service tax in respect of the transaction between the NCERT and the Transporter shall be paid by NCERT to the transporter.

28. Road permit

- 28.01 The road permit will be provided by the concerned printer to the transporter for facilitating the delivery of goods wherever applicable.

SECTION VIII**CONTRACT FORM**

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 Transporter) of (address) (hereinafter called "the Transporter") of the other part.

WHEREAS the NCERT desires the services of transporter for transportation of certain goods viz books and printing papers and has accepted the following bid of the Transporter:

Sl. No.	From	To	Rates (Rs.) per single trip		
			4 MT	9 MT	15 MT

(Contract Price in Words and Figures) (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. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

<i>Section</i>	<i>Particulars</i>
Section V	Schedule of Requirement
Section VII	Condition of Contract
Section VIII.	Contract form

3. In consideration of the payments to be made by the NCERT to the transporting firm as hereinafter mentioned, the Transporter hereby covenants with the NCERT to provide the services in conformity in all respects with the provisions of the Contract.
4. The NCERT hereby covenants to pay the Transporter 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.

**Secretary, NCERT
Sri Aurobindo Marg
New Delhi 110016**

()
**Signature of Authorised Signatory
with seal of the firm**

SECTION IX-A
BANK GUARANTEE

(For Earnest Money)

Date:
Bank Guarantee No.:
Amount Rs. 10,000/-

Secretary
National Council of Educational Research and Training,
New Delhi.
Amount of guarantee: Rs. 10,000/-
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. 10,000/- at the request of M/s.....
..... (hereinafter referred to as the Transporter). This guarantee is issued subject to the condition that the liability of the Bank under the guarantee is limited to a maximum of Rs. 10,000/- 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 transportation of books and printing paper from M/s..... (hereinafter called the said Transporter 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.10,000/- 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 Transporter's 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. 10,000/-
3. Wefurther agree that the guarantee herein contained shall be in force and effect upto 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.

* NCR to Local Stations — Rs. 10,000/-per station

SECTION IX-B
BANK GUARANTEE

(For Performance Security)

Date:
Bank Guarantee No. :
Amount Rs.: 1,00,000.00/-
(as applicable)

Secretary
National Council of Educational Research and Training,
New Delhi.

Amount of guarantee: Rs. 1,00,000.00/- (lakh)

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. 1,00,000.00/- (as applicable) at the request of M/s.....
..... (hereinafter referred to as the Transporter). This guarantee is issued subject to the condition that the liability of the Bank under the guarantee is limited to a maximum of Rs. 1,00,000.00/- (lakh) 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 utilize the services of M/s..... (hereinafter called the said Transporter 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. 1,00,000.00/- (lakh).

1. We do hereby undertake to pay NCERT an amount not exceeding Rs. 1,00,000.00/- (lakh) against any loss or damage caused to or suffered by NCERT by reason of any breach of the terms and conditions contained in the said agreement.
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 Transporter's 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. 1,00,000.00/- (lakh).
3. We**further agree that the guarantee herein contained shall be in force and effect upto 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.**

* NCR to Local Stations — Rs. 1,00,000/-

SECTION X

NOTIFICATION OF AWARD

[Letter head of the NCERT]

Date.....

To

.....[Name and address of the Transporter]

Dear Sir or Madam,

This is to notify you that your Bid dated thefor the transportation of Books and Printing Paper [give particulars of the goods to be transported as given in the Instructions to the Bidders] has been accepted for the following contract price, destination and delivery period;

From	To	Delivery Period	Truck Capacity	Rate

- You are hereby requested to furnish Performance Security, in the form detailed in clause 10.01 or 10.02 of the Condition of Contract for an amount equivalent to (as the case may be) Rs. [in figures] (.....) [Amount in words] within seven days of the receipt of this letter of acceptance valid upto [insert the period], i.e. valid upto [insert the last date of validity] and sign the contract, failing which action as stated in Clause of Instructions to Bidders will be taken.

Yours faithfully,

Name and title of the Authorised Signatory

Along with condition of contract

Check List of Documents to be attached with Technical bid
Name of the Transporter_____

Sl. No.	Particulars	To be filled by bidder	
		YES	NO
1.	D.D. for tender fee (DD No. _____ Date_____ Amount_____ and Bank Name)		
2.	Earnest Money		
3.	List of Trucks Chasis No. Etc. (Not less than 5)		
4.	Certificate regarding adequate arrangement of labourers for loading and unloading of trucks		
5.	Certificate regarding sufficient number of Tarpaulins to cover the books and printing paper		
6.	Experience of 3 Years		
7.	An affidavit on a Non-Judicial Stamp Paper of Rs. 10/- about Non-Black Listed		
8.	Banker Certificate regarding the firm is financially sound		
9.	Last Two Years Audited Annual Account with turnover not less than Rs. 1 Crore		
10.	Financial soundness certificate from the banker		
11.	Income Tax Pan Number		
12.	Affidavit about correct information Section II clause 9 part I VI of tender document		

Signature with date
Seal of the authorised person/company/ firm

(Document to be attached in serial as mentioned above)