

# NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING

Sri Aurobindo Marg, New Delhi -110016

## S&S Section

### E-TENDER NOTICE

#### **e-Tender Reference No: F. 4-6/2018-19/S&S**

The National Council of Educational Research and Training (NCERT), New Delhi invites online bids in two bid system (Technical & Financial) from reputed eligible manufacturers for Procurement of 1570 MTs **Art Card** in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. The important dates / details are as under:

<b>Description</b>	<b>Details</b>
Date of Publication of e-Tender	25.09.2018 at 05:30 PM
Start of Downloading of document	25.09.2018 at 06:00 PM
Date and time of Pre Bid Meeting	05.10.2018 at 02:30 PM
Venue of Pre Bid Meeting	Committee Room, First Floor, Dr. Zakhir Hussain Block, NCERT, Sri Aurobindo Marg, New Delhi - 110016.
Tender Fee	Rs. 2360/- (Rs. 2000/- + GST 18%)
Earnest Money Deposit to be submitted	Rs. 34,00,000/-
Tender Type	Open Tender
Type of Bidding	Two Bid System (Technical & Financial)
Tender Category	Goods and Related Services
Last Date and time of uploading of Bids	22.10.2018 up to 2:30 PM
Last Date and time of submitting Tender Fee, EMD and other documents at: <b>The Sr. Store Officer, S&amp;S Section, First Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi - 110016.</b>	22.10.2018 up to 2:30 PM
Date and time of opening of Technical Bids	23.10.2018 at 3:00 PM
Date and time of opening of Financial Bids	Will be notified separately to the technically qualified / shortlisted bidders.
Pre-qualification Criteria	Annual Turnover for the financial year 2015-16, 2016-17 & 2017-18: Rs 24 Crores (Rupees twenty four crore only). Please also see Section IV for details.

**Interested eligible bidders may view and download the tender document containing the detailed terms & conditions from the CPP Portal <http://eprocure.gov.in/eprocure/app> and at NCERT website: [www.ncert.nic.in](http://www.ncert.nic.in).**

**Manual / Offline bids shall not be accepted except for the original documents/instruments as mentioned in this e-tender document.**

**Interested eligible bidders should regularly visit the website(s) for addendum / corrigendum / amendment etc., if any to keep themselves updated before uploading the bids.**

(R. Selvaraj)  
Sr. Store Officer  
Telephone No. 011-26534138

## **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 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 including 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 the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

### **SEARCHING 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 of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (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 data entered during bid submission time. Otherwise the 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, the 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 any change/ modification of the price schedule shall 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 that 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 System 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 the Sr. Store Officer, S&S Section, 1<sup>st</sup> Floor, Workshop Building, 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.

Help Desk Number: 0120-4200462, 0120-4001002, 0120-4001005 Mobile No. 8826246593.

**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING**  
Sri AurobindoMarg, New Delhi - 110 016

**S&S Section**  
**E-TENDER NOTICE**

**e-Tender Reference No: F. 4-6/2018-19/S&S**

The National Council of Educational Research and Training (NCERT), New Delhi invites online bids in two bid system (Technical & Financial) from reputed eligible manufacturers for the procurement of 1570 MTs Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. The online bids complete in all respect should be uploaded on or before the last date & time i.e. up to **2:30 PM on 22.10.2018** and an A/c Payee Demand Draft/Pay Order of Rs. 2360/- (Rs. 2000/- + GST 18%) towards Tender Fee in favour of **Secretary, NCERT, payable at New Delhi** and notified EMD along with required documents must reach the Sr. Store Officer, S&S Section, 1<sup>st</sup> Floor, Workshop Building, NCERT, Sri Aurobindo Marg, NEW Delhi -110 016 on or before **22.10.2018 up to 2:30 PM**.

The complete tender document together with Terms & Conditions along with other details may be viewed and downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app> and at NCERT website : [www.ncert.nic.in](http://www.ncert.nic.in)

Sd/-  
(R. Selvaraj)  
Sr. Store Officer  
Telephone No. 011-26534138



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

## E-TENDER DOCUMENT

### Procurement of 220 GSM Art Card for the Academic Session 2019-20

**Tender Fee: Rs. 2360/- (Rupees two thousand three hundred sixty only)**

**Earnest Money: Rs. 34,00,000/- (Rupees thirty four lakh only)**

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# 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 online bids from eligible bidders for the supply of the Goods specified in Table 1:

Table 1

Sl. No.	Description of goods with BIS specification	Quantity Required	Amount of Earnest Money Deposit (EMD)	Annual Production Capacity for the financial year 2016-17 & 2017-18	Annual Turnover for the financial year 2015-16, 2016-17 & 2017-18	Minimum Eligible Quantity for bid
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V	1570 MTs	Rs. 34 Lakh	3210 MTs	Rs. 24 crore	1570 MTs

02. Last Date and time of downloading & uploading of Bids: **22.10.2018 up to 2:30 PM**. The last date and time of submitting Tender Fee in the form of A/c Payee Demand Draft/Pay Order of Rs.2360/- (Rs. 2000/- + GST 18%) in favour of **Secretary, NCERT**, payable at New Delhi and EMD along with other documents at: *The Sr. Store Officer, S&S Section, 1<sup>st</sup> Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi - 110 016*: **22.10.2018 at 2:30 PM**. Technical Bids will be opened on **23.10.2018 at 3:00 PM**
03. Interested eligible bidders may obtain further information in respect of the Bidding Documents from the *Sr. Store Officer, S&S Section, 1<sup>st</sup> Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi - 110 016*.
04. The detailed tender document together with terms and conditions along with other details may be downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app> and at NCERT website: [www.ncert.nic.in](http://www.ncert.nic.in)
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:
- Scanned copy of Tender Fee & EMD and other documents should be uploaded online in Cover 1 (Technical Bid).
  - 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 on or before last date and time on the given address: **The Sr. Store Officer, S&S Section, 1<sup>st</sup> Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi - 110 016.** Alternatively, the documents may be sent by registered post or by speed post to **The Sr. Store Officer, S&S Section, 1<sup>st</sup> Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi - 110 016,** 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 05.10.2018 at 2.30 PM in the **Committee Room, First Floor, Dr. Zakhir Hussain Block, NCERT, Sri Aurobindo Marg New Delhi - 110016** in order to provide the bidders an opportunity to seek clarifications on all aspects of the Bidding Documents.
08. The Pre-bid Meeting can be attended by the prospective bidders or its authorized representatives along with the **written authorization letter** from the bidders.

Sd/-  
**Sr. Store Officer**  
**S&S Section**



**SECTION II**  
**INSTRUCTIONS / INFORMATIONS TO BIDDERS**  
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## INSTRUCTIONS / INFORMATIONS 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 the Purchaser, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements and Specifications.

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. Budget Provision

02.01 The Purchaser has the budget provision for purchase of the intended goods for which the Invitation for Bid is issued.

#### 03. Eligible Bidders

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

#### 04. Eligible Goods and Services

04.01 All goods and ancillary services to be supplied under the contract shall have their origin in India and all expenditures made under the contract will be limited to such goods and services.

#### 05. Cost of Bidding

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

## **B. BIDDING DOCUMENTS**

### **06. Sections of the Bidding Documents**

06.01 The Bidding Documents consist of Nine Sections. All the Sections indicated below and should be read in conjunction with any addendum issued in accordance with Clause 8.

- Section I. Invitation for Bids
- Section II. Instructions / Information to Bidders
- Section III. Bidding Data Sheet
- Section IV. Qualification Criteria
- Section V. Schedule of Requirements and Specifications
- 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
  - (b) Bank Guarantee Form for Performance Security
  - (c) Format for Annual Turnover Declaration Certificate
  - (d) Certificate to be submitted with sample papers
  - (e) Certificate to be submitted by the bidders while uploading / submitting the bid for validity of 90 days.
  - (f) Non-blacklisting/ debarment certificate on non-judicial stamp paper of Rs.100/-
  - (g) Format for Production and Excise Clearance Certificate.

06.02 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>.

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

### **07. Pre-bid meeting**

07.01 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's postal address indicated in the Bidding Data Sheet. All requests for clarification received by the Purchaser on or before the date and time fixed for the Pre bid meeting will be clarified in the Pre-Bid Meeting scheduled to be held as per details in the Bidding Data Sheet.

### **08. Amendment of Bidding Documents**

08.01 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing an addendum.

08.02 The amendment will be displayed on the website of the Purchaser as well as CPP Portal and can be downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>. The amendment will be binding on all the Bidders.

08.03 In order to afford Prospective Bidders reasonable time in which to take the amendment into account in preparing their Bid, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

## **C. PREPARATION OF BIDS**

### **09. Language of Bid**

- 09.01 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, 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.

### **10. Documents Comprising the Bid**

- 10.01 The Bid submitted by the Bidder shall be in two separate covers:

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

**a. Cover-1: Technical Bid**

- i. Scanned copy of Earnest Money as per clause 16.03
- ii. Scanned copy of Tender Fee **in the form of A/c Payee Demand Draft/Pay Order of Rs. 2360/- (Rs. 2000/- + GST 18%) in favour of Secretary, NCERT, payable at New Delhi**
- iii. Scanned copy of PAN Card of Mill / Firm.
- iv. Scanned copy of GST Registration Certificate of the Mill / Firm.
- v. Scanned copy of documentary evidence (Annual Turnover for the last three financial year 2015-16, 2016-17 & 2017-18 duly audited and certified by the CA) established in accordance with Clause 14.02 that the Bidder is eligible to Bid and is qualified to perform the contract if his/her bid is accepted.
- vi. Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Clause 18.
- vii. Scanned copy of undertaking that the Bid shall remain valid for the period specified in Clause 17.01 as per the format at Section IX-E.
- viii. 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 on the non-judicial stamp paper of Rs.100/-
- ix. Scanned copy of a certificate of the quantity of goods that the Bidder will supply which must be equal to or more than the minimum prescribed quantity in Section-I.
- x. Scanned copy of undertaking of the firm that Mill should not supply goods on lower rate than the rate quoted and accepted by the NCERT during the contract period, in accordance with clause 12.05 of Section - II.
- xi. Scanned copy of an affidavit affirming that the Mill / Firm is not blacklisted/debarred during last three financial years i.e. 2015-16, 2016-17 and 2017-18 by any Central Government Organization / State Government / PSUs / Autonomous Institutions etc.
- xii. Scanned copy of Bid submission form as per Section VI.
- xiii. Scanned copy of the valid BIS license for Maplitho paper.
- xiv. Scanned copy of the certificate to this effect that paper Mill does not import more than 25% of its total raw material consumed.
- xv. Scanned copy of the ITR for the financial year 2016-17 (Assessment Year 2017-18).
- xvi. Scanned copies of purchase orders in support of required experience as per clause no. 3 of Section IV.
- xvii. Scanned copy of Certificate in support of the sample sheets submitted as per Section- IX D
- xviii. Scanned copy of Production and Excise Clearance Certificate from the Central Excise Department/Superintendent of GST Range as per the prescribed format given at Section IX-G for the last two financial years i.e. 2016-17 and 2017-18.

**b. Cover-2: Financial Bid**

i. 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 filename. 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.

**Original Documents to be submitted physically:**

- i. Earnest Money as per clause 16.03
- ii. Tender Fee (A/c Payee Demand Draft/Pay Order of Rs. 2360/- in favour of **Secretary, NCERT** payable at New Delhi)
- iii. Documentary evidence (Annual Turnover for the last three financial years i.e. 2015-16, 2016-17 and 2017-18 duly audited and certified by the CA) established in accordance with Clause 14.02 that the Bidder is eligible to Bid and is qualified to perform the contract if his/her bid is accepted (Section IV).
- iv. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Clause 18.0.
- v. Undertaking that the Bid shall remain valid for the period specified in Clause 17.01.
- vi. 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.
- vii. A certificate of the quantity of goods that the Bidder will supply must be equal to or more than the minimum prescribed quantity in Section I.
- viii. Undertaking of the firm that Mill should not supply goods on lower rate than the rate quoted and accepted by the NCERT during the contract period, in accordance with clause 12.06.
- ix. An affidavit affirming that the firm/Mill is not blacklisted / debarred during the last three financial years i.e. 2015-16, 2016-17 and 2017-18 by any Central Government Organization/State Govt./ PSUs/Autonomous Institutions etc.
- x. Bid submission form Section VI
- xi. Certificate to this effect that paper Mill does not import more than 25% of its total raw material consumed.
- xii. Copies of purchase orders etc. in support of required experience as per clause no. 3 of Section IV.
- xiii. Certificate in support of the sample sheets submitted as per Section- IX D along with the test report of the Govt. Lab and 50 sample sheets duly authenticated by the Govt. Lab, in the sealed cover.
- xv. Production and Excise Clearance Certificate from the Central Excise department/Superintendent of GST Range as per the prescribed format given at Section IX – G for the last two financial year i.e. 2016-17 and 2017-18.

In case, any discrepancy is found in the uploaded and/or submitted documents the tender will be rejected without any notice.

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

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

<b>Section</b>	<b>Particulars</b>
Section I	Invitation for Bids
Section II	Instructions / Information's to Bidders
Section III	Bidding Data Sheet
Section IV	Qualification Criteria
Section V	Schedule of Requirements and specifications
Section VII	Conditions of Contract
Section VIII.	Contract Form

## **11. Bid Submission Form**

11.01 The Bidder shall complete and submit the Bid Submission Form and Price Schedule by using the form furnished in Section VI. These forms must be completed without any alteration to its format, and no substitute shall be accepted. All blank spaces shall be filled in with the information requested.

## **12. Bid Prices**

12.01 The Bidder shall indicate on the Price Schedule the Basic Price of the goods he/she proposes to supply under the Contract. The bidder should quote rate inclusive of all taxes inspection fees transportation loading unloading transit insurance and delivery charges etc.

12.02 The amount of GST and any other tax applicable should be filled in separately in the BOQ.

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

12.04 Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and not be subject to variation on any account, except for any increase/decrease in Government taxes, duties and other levies. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12.05 Fall Clauses / Price Restriction:

The vender (Mill) shall submit an undertaking while quoting the rates that the Mill shall not offer lower rate than the rate decided/ accepted after bidding process till the validity of contract to any other Party/ Institution etc. If found so, the entire Contract quantity shall be regulated at the lower rate.

## **13. Bid Currencies**

13.01 Prices shall be quoted in Indian Rupees only.

#### **14. Documents Establishing Bidder's Eligibility and Qualifications**

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

#### **15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- 15.01 To establish conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of his/her Bid documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements & Specifications.

#### **16. Earnest Money**

- 16.01 Pursuant to Clause 10, the bidder shall furnish, as part of his/her bid, Earnest Money in the amount specified in the Bidding Data Sheet.
- 16.02 The Earnest Money is required to protect the Purchaser against the risk of bidder's conduct which would warrant forfeiture of Earnest Money, Pursuant to Clause 16.07.
- 16.03 The Earnest Money shall be in one of the following forms:
  - (a) Demand Draft in favour of the Secretary, 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 i.e. valid for 150 days.
  - (c) Deposit Receipt of any Scheduled Bank drawn in favour of the Purchaser, and payable at New Delhi valid for a period of 60 days beyond the Bid Validity Period i.e. valid for 150 days.
- 16.04 Any bid from a Bidder not secured in accordance with Clauses 16.01 and 16.03 above will be summarily rejected by the Purchaser as non-responsive, pursuant to Clause 24.
- 16.05 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 Purchaser, pursuant to Clause 16 but not later than 30 days of the award of contract to the successful Bidder.
- 16.06 The successful Bidder's Earnest Money will be discharged upon the Bidder signing the contract, pursuant to Clause 30, and furnishing the Performance Security, pursuant to Clause 31.
- 16.07 Earnest Money shall be forfeited:
  - (a) If a Bidder withdraws his/her Bid or does not accept the correction of errors pursuant to Clause 24.02 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 30; or
    - (ii) To furnish Performance Security in accordance with Clause 31.
- 16.08 Public Sector Enterprises will be exempted from depositing Earnest Money as per Government norms, if any.

## 17. Period of Validity of Bids

17.01 Bids shall remain valid for **90 days** as specified in the Bidding Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to Clause 22. Any Bid valid for a shorter period than the period specified shall be rejected by the Purchaser as nonresponsive.

17.02 In exceptional circumstances, the Purchaser 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 16 shall also be suitably extended in such case. A Bidder may refuse the request without forfeiting its Earnest Money. A Bidder accepting the request for extension of bid validity will neither be required nor permitted to modify his/her Bid.

## 18. Authorization for submission of Bid

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.

## D. SUBMISSION OF BIDS

### 19. Submission of Bids:

The detailed tender documents together with terms and conditions may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The tender document complete in all respects may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>.

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 1 and Financial Bid in ".xls" should be uploaded online in Cover 2

**Technical Bid:** To be opened on 23.10.2018 at 03:00 PM as specified in the Bidding Data Sheet.

#### **Financial Bid:**

- a) The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian 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.

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

19.02 The envelope containing the Technical Bid documents shall be:

- (a). Addressed to the Purchaser at the address specified in the Clause 7.01 Bidding Data Sheet (Section III)
- (b). The financial bid will not be opened till finalization/evaluation of Technical Bid.

19.03 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".



## 20. Deadline for Submission of Bids

- 20.01 Online bids complete in all respects, must be submitted on or before the last date and time specified in the tender. Documents of the Technical Bid must be received by the Purchaser at the address specified under Clause 10.01 of Section- III, 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 document being declared a holiday for the Purchaser, the Bids document will be received up to the appointed time on the next working day.
- 20.02 The Purchaser may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with Clause 08, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 20.03 It shall be the responsibility of the Bidders to ensure that the completed Bidding Documents is dropped in the sealed tender box available with the **Sr. Store Officer, S&S Section, First Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi – 110016**, if the Bidding Documents is to be delivered by hand. Out station Bidders may however, send their Bidding Documents by registered post or by speed post to the **Sr. Store Officer, S&S Section, First Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi – 110016**, on or before the last date and time stipulated for submission /receipt of Bids. Any delay, even postal delay in the receipt of Bidding Documents 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.

## 21. Late Bids

Any Bidding Documents received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 20, will be rejected and/or returned unopened to the Bidder.

## E. OPENING AND EVALUATION OF BIDS

### 22. Opening of Bids by the Purchaser

- 22.01 The Purchaser 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 Purchaser, the Bids will be opened at the appointed time and location on the next working day.
- 22.02 The envelope containing the Technical Bid shall be opened. The inner envelope marked "Cost of Bidding" will be opened first, and 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.
- 22.03 In all cases, the amount of Earnest Money and validity shall be announced. Thereafter, the Bidders' names and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser.
- 22.04 The Purchaser will prepare minutes of the Bid Opening, including the information disclosed to those present in the meeting in accordance with Clause 21.01.

- 22.05 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 Cover I of the Bid in pursuant to Clause 12.01. 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.
- 22.06 The Purchaser 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.
- 22.07 At the time of the opening of the 'Financial Bid', the names of the Bidders whose Bids were found responsive in accordance with Clause 21 will be announced. The Financial Bids of only these Bidders will be opened. The responsive Bidders' names, the Bid prices, the total amount of each Bid, and such other details as the Purchaser may consider appropriate will be announced by the Purchaser at the time of Financial Bid opening. Any Bid Price which is not read out and recorded will not be taken into account in Bid Evaluation.
- 22.08 The Purchaser shall prepare the minutes of the opening of the Financial Bids.

### **23. Clarification of Bids and Contacting the Purchaser**

- 23.01 To assist in the examination, evaluation and comparison of Bids, the Purchaser 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
- 23.02 No Bidder shall contact the Purchaser 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 Purchaser's Bid Evaluation, Bid Comparison or Contract Award decision may result in the rejection of his Bid.

### **24. Responsiveness of Bids**

- 24.01 During the detailed evaluation of "Technical Bids", the Purchaser shall determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; (d) meets the minimum quantity of Bid, and (e) 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 and Specifications, Section V.
- 24.02 Bids without principal's original proforma invoice with the break-up of Price shall be treated as non-responsive and rejected.
- 24.03 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 Goods; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser'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.

- 24.04 If a "Financial Bid" is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 24.05 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 24.06 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities 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.
- 24.07 The Purchaser's determination 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.

## **25 Make in India**

- 25.01 Paper Mill does not import more than 25% of its total raw material consumed. An undertaking to this effect has to be submitted by the Mill.

## **F. AWARD OF CONTRACT**

### **26. Award Criteria**

- 26.01 Subject to Clause 30, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

### **27. Purchaser's Right to Vary Quantities**

- 27.01 The Purchaser reserves the right to increase or decrease the quantity of goods by up to **25% (twenty five percent)** from quantity originally specified in the Schedule of Requirements and Specification Section V. The increase in respect of the additional quantity will be as per Clause 28.01 & 28.02 of the Conditions of Contract.

### **28. Purchaser's right to accept any Bid and to reject any or all Bids**

- 28.01 The Purchaser reserves the right to accept or reject any Bid, 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 Purchaser's action.

### **29. Notification of Award**

- 29.01 Prior to the expiration of the period of Bid Validity, the Purchaser will notify the successful Bidder in writing by registered letter AD or fax (*fax to be confirmed in writing by registered letter A.D.*), or e-mail of scanned copy of the award letter that his/her Bid has been accepted.
- 29.02 The notification of award will constitute the formation of the contract.
- 29.03 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 31, the Purchaser will promptly notify each unsuccessful Bidder and will discharge his/her Earnest Money, pursuant to Clause 16.

### **30. Signing of contract**

30.01 At the same time as the Purchaser notifies the successful Bidder that his/her Bid has been accepted, the Purchaser will send the Bidder the contract form provided in Section VIII of the Bidding Documents, incorporating all agreements between the parties.

30.02 Within **seven (7) days** of receipt of the contract form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

### **31. Performance Security**

31.01 Within **7 (seven) days** of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security at the rate of **7% (Seven percent)** of the contract value in accordance with Clause 6 of the Conditions of Contract, as per the form of Bank Guarantee for Performance Security provided in Section IX (B) for a period of 18 months from the date of award of contract.

31.02 Failure of the successful Bidder to comply with the requirement of Clause 30 or Clause 31 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.

### **32. Corrupt or Fraudulent Practices**

32.01 The Purchaser requires the Bidders to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

**SECTION III**  
**BIDDING DATA SHEET (BDS)**

The following specific data for the goods to be procured 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								
07.01	<p><i>Pre-bid meeting:</i></p> <p><b>Date: 05.10.2018 at 2:30 PM</b></p> <p><b>Venue:</b> Committee Room, First Floor, Dr. Zakhir Hussain Block, NCERT, Sri Aurobindo Marg, New Delhi 110016,</p>								
10.01	<p><b>The Purchaser's address:</b> <b>Sr. Store Officer</b> <b>S&amp;S Section, First Floor,</b> <b>Workshop Building,</b> <b>NCERT, Sri Aurobindo Marg</b> <b>New Delhi – 110016.</b></p> <p><i>Telephone No. : 26534138 &amp; 26592274</i></p>								
16.01	<p><i>The amount of Earnest Money :</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Amount of EMD</th> </tr> </thead> <tbody> <tr> <td>Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V</td> <td style="text-align: center;">Rs. 34 Lakh</td> </tr> </tbody> </table>	Description	Amount of EMD	Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V	Rs. 34 Lakh				
Description	Amount of EMD								
Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V	Rs. 34 Lakh								
17.01	The Bid validity period shall be 90 days after the date of Bid open								
19.01	<i>The date and time of opening the Technical bids are : 23.10.2018 at 3:00 PM</i>								
20.01	<table style="width: 100%;"> <tr> <td style="width: 60%;"><i>Last date for submission of Bid</i></td> <td style="text-align: right;"><i>: 22.10.2018 up to 2:30 PM</i></td> </tr> <tr> <td><i>Date and time of uploading of Bids</i></td> <td style="text-align: right;"><i>: 22.10.2018 up to 2:30 PM</i></td> </tr> <tr> <td colspan="2"><i>Last Date and time of submitting Tender Fee, EMD and other documents at</i></td> </tr> <tr> <td style="width: 60%;"><i>Sr. Store Officer S&amp;S Section, First Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi – 110016</i></td> <td style="text-align: right;"><i>: 22.10.2018 up to 2:30 PM</i></td> </tr> </table>	<i>Last date for submission of Bid</i>	<i>: 22.10.2018 up to 2:30 PM</i>	<i>Date and time of uploading of Bids</i>	<i>: 22.10.2018 up to 2:30 PM</i>	<i>Last Date and time of submitting Tender Fee, EMD and other documents at</i>		<i>Sr. Store Officer S&amp;S Section, First Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi – 110016</i>	<i>: 22.10.2018 up to 2:30 PM</i>
<i>Last date for submission of Bid</i>	<i>: 22.10.2018 up to 2:30 PM</i>								
<i>Date and time of uploading of Bids</i>	<i>: 22.10.2018 up to 2:30 PM</i>								
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<i>Sr. Store Officer S&amp;S Section, First Floor, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi – 110016</i>	<i>: 22.10.2018 up to 2:30 PM</i>								
22.01	<p><i>The bid opening shall take place at:</i></p> <p><b>Sr. Store Officer</b> <b>S&amp;S Section, First Floor,</b> <b>Workshop Building,</b> <b>NCERT, Sri Aurobindo Marg,</b> <b>New Delhi – 110016.</b></p>								

## SECTION IV

### QUALIFICATION CRITERIA

(Referred to in Clause 14.02 of Instructions to Bidders)

1. The bidder will be required to furnish along with the Bid a certificate in support of Annual Turnover for the last three financial years i.e. 2015-16, 2016-17 and 2017-18 duly audited & certified by the CA. The Annual Turnover Criteria is fixed to Rs.24 Crore against the items given below:

Sl. No	Description of goods with BIS specification	Quantity Required in MTs	Amount of Earnest Money Deposit	Annual Production Capacity for the financial year 2016-17 & 2017-18	Annual Turnover for the last three financial years i.e. 2015-16, 2016-17 and 2017-18	Minimum eligible Quantity for bid in MTs
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V	1570	Rs. 34 Lakh	3210 MTs	Rs. 24 Crore	1570

2. Manufacturers of the goods are only eligible to bid
3. The bidder must have at least 03 years experience i.e. for the financial year 2015-16, 2016-17 and 2017-18 for supply of similar goods i.e. "Art Card" in Govt. Offices/Autonomous Organizations/PSUs and any Other Institutions. Necessary supporting documents of Purchase Orders for the preceding three financial years to this effect must be submitted along with the technical bid.
4. Any bidder/firm blacklisted/ debarred during the last three financial years i.e. 2015-16, 2016-17 and 2017-18 by any Central Government/ State Government/ PSUs/ Autonomous Organization etc will not be eligible for bidding. Mills are required to submit an affidavit to this effect as per the format given at Section IX - E.

**SECTION V**  
**SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS**

**I. PAPER QUALITY AND PACKING**

All the varieties of paper listed in Section I should have the following qualities:

- Should be uniform in formation.
- Should be evenly finished.
- Should be white in shade.
- The Art Card should be cut exactly at right angle.
- All sheets of a Ream should be uniform in required size.
- The packing of paper should be as per given norms and based on IS specification 6211:1993 except the sheets in Packet which should be as specified in the table of paper specifications mentioned below:

**II. PAPER SPECIFICATIONS**

Sl. No.	Description of item with BIS specification	Required Quantity In MTs	Delivery schedule for supply of paper effective from the date of signing of Contract	Required Sizes of paper in cms	Sheets in a ream/ packet reel weight
1	2	3	4	5	6
1	Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per this Section.	1570	<b>Ist lot</b> of 400 MTs within 30 days of signing the contract <b>IInd lot</b> of 400 MTs within 60 days of signing the contract <b>IIIrd lot</b> of 400 MTs within 90 days of signing the contract <b>IVth lot</b> of 370 MTs within 120 days of signing the contract	53.5 × 71 48 × 71 48 × 61 53.5 × 76	250 Sheets in each packet and 3 packets in a bundle of size 48x71 and 48x61. For remaining sizes, 2 packets in each bundle. The actual weight up to three digits in gram should be indicated on each packet.

**III. AS PER BIS SPECIFICATION OF IS 6211:1993 BASED PACKING NORMS**

**GENERAL**

**PACKING AND MARKING**

- (1) The contractor shall pack at his cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the schedule so as to ensure the same on arrival at their destination being free from loss or damage.
- (2) Unless otherwise provided in the schedule all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- (3) If the schedule provides that the containers shall be returnable, they must be marked "returnable" and they will be returned to the contractor as per terms of the contract.

- (4) If the schedule provides that returnable containers shall be separately charged, they shall be invoiced by the contractor at the price specified in acceptance of tender. In such cases the contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Secretary thereon shall be final and binding and the Secretary may in his discretion award such compensation as may in his opinion be proper for any undue delay in returning the containers.
- (5) Each bale or package delivered under the contract shall be marked by the contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number or mark sufficient for the purpose of identification. All marking shall be carried out with such material as may be found satisfactory by the Inspector as regards quickness of drying, fastness and indelibility.
- (6) The Inspector may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspector shall be final and binding on the contractor.
- (7) If the contractor fails to carry out or comply with any instructions issued to him by the Inspector before onward dispatch of the stores to the consignee within a reasonable time, the Inspector may himself carry out and comply with them at the cost and expense of the contractor, or reject the stores in terms of sub-clause 6 above.
- (8) Each bale or package shall contain a packing note specifying the name and address of the contractor, the number and date of the acceptance of tender or Supply Order and the designation of the Purchase Officer or Officer issuing the supply Order, the description of the stores and the quantity contained in such bale or package.

## **ART CARD**

### **PACKING IN REAMS**

1. The packing of Art Card shall be done so as to ensure the sheets and its edges are not damaged during handling in transportation and paper remains flat in reams, folded sheets shall not be acceptable.
2. The No. of Art Card in a packet shall be 250 as per Section V.
3. The packets as determined above shall be wrapped with Kraft paper of 100 GSM. The packet shall be suitably bound with tape of 1 cm width or pasted with Kraft paper gum tape (IS: 4185:98) 5 cm wide at the joints. The strings/twine shall not be used for binding the packets. The packets shall then be made into bundles weighing up to 50 kg. (approx.) each and finally wrapped with good strength HDPE woven fabric (laminated) 110 GSM as per IS: 6899:97.

### **OR**

The packets shall be wrapped with high quality Poly Coated Kraft Paper of 80 GSM and pasted using automatic heat gum pasting. The strings/twine shall not be used for binding the packets. The packets shall then be made in to bundles weighing up to 50 Kg (approx.) each and finally shrink-wrapped with good strength LDPE sheet of 100 GSM.

4. Quantity of stores to be accounted on the basis of net weight of Art Card excluding weight of the packing/wrapping paper. Net weight shall be mentioned on each bundle.

**Note:** Provisions of amendment No.1 which is regarding ECO Mark are not mandatory.

## **IV. SAMPLE OF PAPER**



All tenderers are required to submit **75 A/4 size sample sheets duly Mill's signed and stamped** to a Government lab for testing. The Government lab will use 25 sheets for the purpose of its testing and submit its report in a sealed cover. The remaining 50 sheets duly authenticated along with its test report sealed in a separate envelope by the Government lab, the bidder will submit the same along with the bid.

- The Government lab will test the sample sheets as per BIS specification of 4658:1988.
- The tenderers will submit the envelope of test report and authenticated 50 sheets duly sealed by the laboratory, at the time of submitting their bids/tender. The testing charges will be borne by the tenderers.
- The NCERT reserves the right to get the samples retested, if so desire.

## **V. DESTINATION OF SUPPLY**

**Delivery Location:** NIE Campus NCERT Sri Aurobindo Marg New Delhi 110016 and or CWC Godown near New Anaj Mandi Gurgaon and or any other location of Printer premises in Delhi and NCR. The size wise quantity to be delivered at the above locations will be intimated at the time of dispatch.

## SECTION VI

### **BID SUBMISSION FORM**

(Referred to in Clause 14.02)

Date.....

To,

The Secretary  
NCERT,  
Sri Aurobindo Marg,  
New Delhi 110 016

Sir/Madam,

Having examined the Bidding Documents including Addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver full tendered quantity (including additional quantity as per Section II, clause 27) of Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V. on the rates & total price as quoted in our Price Bid BoQ\_XXXX.xls.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements and Specifications.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 7% (seven percent) of the Contract Price for the due performance security of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for the Bid validity period of 90 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree that the following documents are deemed to be the part of the Bid.

<b>Section</b>	<b>Particulars</b>
Section I	Invitation for Bids
Section II	Instruction/Information to Bidders
Section III	Bidding Data Sheet
Section IV	Qualification Criteria
Section V	Schedule of Requirements and specifications
Section VII	Condition of Contract
Section VIII.	Contract Form

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We attach here with an affidavit confirming that the information furnished in the Bid is correct to the best of our knowledge and belief.

We clarify/confirm that we comply with the eligibility requirements as per Clause 3 and 4 of the bidding documents.

**Dated this .....day of.....2018**

**(Signature).....**

**Duly authorized to sign Bid for and on behalf of.....**

**Vendor Registration** **Part** **Help** **Print** **Go Back** **Home** **in Wise BOQ**

Tender Inviting Authority: < Head (Publication Division), NCERT, New Delhi >  
 Name of Work: < Tender for supply of Art Card >  
 Contract No.: < F.15-02/2016/Pub/PW >

Bidder Name :

**PRICE SCHEDULE (Clause No. - 10.01(d) & 12.02)**  
 (DOMESTIC TENDERS - RATES ARE TO BE GIVEN IN RUPEES (INR), ONLY)  
 [This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.] The rates as quoted by the bidder shall remain valid for acceptance for a period of 90 days from the date of opening of the Technical Bid. 2. Form 'D' will be provided by the Publication Division, NCERT. 3. Delivery schedule for supply of paper as per Section V

Sl. No.	Item Description	GSM	Quantity Requirement (MTs)	Units	BASIC RATE per MT in Figures To be entered by the Bidder Rs. P	Excise Duty (As applicable) Amount in INR	VAT/CSST Amount in INR	Cess & Ind. Cess Amount in INR	Any Other Charges	Freight Charges (Unloading & Stacking), NIE Delhi, and or Goods Tax, CVC Godown	Gross Rate per MT Amount in INR	TOTAL cost of Paper offered for supply With Taxes	TOTAL cost of Paper offered for supply With Taxes		
1	2	3	4	5	6	7	8	9	10	11	12	13	14		
1	Quality of Paper :														
1.01	Art Card in sheets of 220 GSM conforming to BIS specifications Section V with latest amendments. Other specifications as per Section V	220GSM	650	MTs							0.00	0.00	INR Zero Only		
Total in Figures													0.00	0.00	INR Zero Only
Quoted Rate in Words													INR Zero Only		

## SECTION VII

### CONDITIONS OF CONTRACT

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## **CONDITIONS OF CONTRACT**

### **01. Definitions**

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

- (a) "the contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier 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.
- (d) "Day" means calendar day.
- (e) Completion means the fulfilment of supply of goods by the supplier in accordance with the terms and conditions set forth in the contract with a variation of 2% more or less than the size-wise, gsm-wise and lot-wise quantity offered in the contract
- (f) "COC" means the Conditions of Contract.
- (g) "Goods" means all of the commodities and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "The Purchaser" means the National Council of Educational Research and Training, New Delhi and includes its successor and assignees.
- (i) "Related Services" and "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services and other obligations of the Supplier covered under the contract;
- (j) "Supplier" means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

### **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 co-relative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

- i. Contract Agreement
- ii. Conditions of Contract
- iii. Schedule of Requirements and Specifications
- iv. Bid submission Form and Price Schedule
- v. Instructions/Information to Bidders with BDS
- vi. Invitation for Bids
- vii. Bank Guarantee for Performance Security

### **03. Entire Agreement**

03.01 The Contract constitutes the entire agreement between the Purchaser and the Supplier 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. Specifications and Standards**

04.01 The goods supplied under this contract shall conform to the standards mentioned in Section V, Schedule of Requirements and Specifications.

### **05. Patent Rights**

05.01 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

### **06. Performance Security**

06.01 Within 7 (seven) days after the purchaser's issue of the notification of award, the Supplier shall furnish Performance Security to the Purchaser for an amount of seven percent of the contract value, valid for a period of 18 months from the date of award of contract.

06.02 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his/her obligations under the contract.

06.03 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.

06.04 In the event of any contract amendment, the Supplier shall, within 21 (twenty one) days of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the contract, as amended.

### **07. Inspections and Tests**

07.01 Inspection and testing will be conducted either by RITES or any other Govt. Agency by the suppliers as per the specifications and special test details indicated in Section V Schedule of Requirement & Specification. However, the rates quoted by the Mill will be inclusive of inspection fee. It will be the responsibility of supplier to arrange the RITES or any other Govt. Agency for inspection within the scheduled time. The inspection call should be given to RITES or any other Govt. Agency by the supplier as per their norms so that material could be supplied as per schedule. Any delay in conducting the inspection by the RITES or any other Govt. Agency will be the sole responsibility of the Supplier/ Mill.

- 07.02 In case of any problem reported by Printer, a joint inspection will be done by NCERT officials, Mill's representative and a representative of the concerned printer at the printer premises. In the event of any fault detected, the entire lot of paper supplied to the printer will be lifted by the NCERT and stored at NCERT store at Mill's cost which includes cost of paper, transportation charges and any other charges that has to be borne by NCERT along with **penalty of 10%** on that specific quantity of paper. This rejected paper will be returned back to the Mill only after completion of supply of entire quantity of goods as per order. The transportation cost for transferring the lot to Mill will also be borne by the concerned Mill. The paper will have to be transported by the respective Mill within 5 days of getting the information of the same from NCERT failing which NCERT may impose **20% fine** of the cost of paper for storage.
- 07.03 If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser, within a period of **10 (Ten) days** of intimation of such rejection.
- 07.04 The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatch from the place of manufacture.
- 07.05 Nothing shall in any way release the Supplier from any warranty or other obligations under this contract/order.
- 07.06 The Purchaser reserves the right to inspect the premises of the Supplier where the paper is being manufactured.

## **08. Packing and Documents**

- 08.01 The packing of paper should be as per specification laid down in Section V. Other specifications as per BIS based norms as mentioned in section V.
- 08.02 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract and subject to clause 08.01, or any subsequent instructions ordered by the purchaser.

## **09. Delivery and Documents**

- 09.01 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award.
- 09.02 Within 24 hours of despatch, the Supplier shall notify the Purchaser, consignee, the full details of despatch and also supply the following documents:
- i Copies of Supplier's Invoice showing goods description, quantity, unit price and total amount.
  - ii Railway receipt/consignment note/acknowledgement for receipt of goods from the consignee(s).
  - iii Manufacturer's/Supplier's Guarantee Certificate.
  - iv Inspection Certificate issued by the nominated inspection agency, where applicable, and the supplier's factory inspection report.
  - v Mill/ Supplier must ensure that before dispatching the supply of paper, each and every bundle has been inspected and duly stamped by the Govt. Inspecting Agency.
  - vi Any other document specified in the notification of award/contract.

## **10. Insurance**



- 10.01 The Goods supplied under the contract shall be fully insured by the Supplier at his/her own cost against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 10.02 The NCERT will not pay separately for any transit insurance and the supplier will be responsible for the safe delivery of the goods till the entire contracted store arrives at purchaser godown in full and in good condition. In case of any mishappening in the transit of the Stores, the Supplier at their own has to deal for lodgement of claim and take up the matter with the concerns for its settlement and the Council will not be a party in this connection in any way.

## 11. Incidental Services

- 11.01 As specified in the Contract Form, the Supplier may be required to provide any or all of the following services, including additional services:
- (a) Loading at point of dispatch
  - (b) Unloading at point of delivery
  - (c) Stacking in godown at point of delivery
- 11.02 No. additional costs will be borne by the purchaser towards these services

## 12. Warranty

- 12.01 The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent production. The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Goods.
- 12.02 This warranty shall remain valid for **15 (fifteen) months** after the Goods or any portion thereof as the case may be, have been delivered to the final destination and taken over by the consignee to the entire satisfaction of the purchaser.
- 12.03 The Purchaser/indenter shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.04 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced goods thereafter.
- 12.05 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.
- 12.06 The warranty for defective goods will begin de novo from the date of its replacement. Supplier will pay all taxes, duty and all expenses up to the destination for the replaced goods.

## 13. Terms of Payment

- 13.01 (i) **On Delivery:** 95% of the Contract Price shall be paid within 15 working days on receipt of goods and upon submission of the documents specified in clause 9.02,
- (ii) **On Final Acceptance:** After completion of supplies of contract and clearing of dues, the remaining 5% of the Contract Price shall be paid within 30 working days of submission of a claim for the balance 5%.

13.02 The Supplier's request(s) for payment shall be made to the Purchaser with an invoice describing, as appropriate, the Goods delivered and upon fulfilment of other obligations stipulated in the contract.

13.03. No payment will be made without the written authority of the Purchaser.

#### **14. Prices**

14.01 Prices charged by the Supplier for Goods delivered under the contract shall not vary from the prices notified in the award of contract.

14.02 Fall Clauses / Price Restriction:

- (i) The vender (Mill) shall submit an undertaking while quoting the rates that the Mill shall not offer lower rate than the rate decided/ accepted after bidding process till the validity of contract any Other Party/ Institution etc. If found so, the entire Contract quantity shall be regulated at the lower rate.

#### **15. Contract Amendments**

15.01 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

#### **16. Assignment**

16.01 Neither the Purchaser nor the Supplier shall assign, in whole or in part, its obligations to perform under the contract, except with the prior written consent of the other party.

#### **17. Delays in the supplier's Performance**

17.01 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Bid submission Form and Price Schedule, Section VI

17.02 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the supplier 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 and/or
- Black-listing/ Debarment of the Mill/Firm for future bidding at least for two years in NCERT.

17.03 If at any time during performance of the contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

## **18. Liquidated Damages**

### **18.01 For delays**

Time and date of delivery shall be essence of the contract. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct liquidated damages from the Contract Price not by way of penalty. This is an agreed, genuine pre- estimate of damages duly agreed by the parties. Recovery from the supplier as agreed liquidated damages will be calculated @Rs. 4/- for goods worth Rs. 1000/- per day for each day of delay and such recovery of liquidated damages may be up to 10% (Ten per cent) of the Contract Price of unit of goods, which the Supplier has failed to deliver within the period fixed for delivery," as stated in the schedule of Requirement and Specifications, where delivery thereof is accepted after expiry of the aforesaid period.

## **19. Termination for Default**

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

- (a) If the supplier 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 Purchaser pursuant to Clause 17.03; or
- (b) If the Supplier fails to perform any other obligation(s) under the contract.
- (c) If the Supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, in competing for or in executing the Contract.

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

## **20. Force Majeure**

20.01 Notwithstanding the provisions of Clauses 17 and 18, the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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

20.03 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

## **21. Termination for Insolvency**

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

## **22. Termination for Convenience**

22.01 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.

22.02 The Goods that are complete and ready for shipment within 30 (*thirty*) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **23. Resolution of Disputes**

23.01 The Purchaser and the Supplier 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.

23.02 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier 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 23.03.

23.03 The dispute resolution mechanism to be applied pursuant to Clause 23.02 shall be as follows:

- (a) A dispute or difference arising between the Purchaser and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law, appointed to be the arbitrator by the Director, NCERT. 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.

23.04 The venue of arbitration shall be the place from where the contract is issued.

## 24. Governing Language

24.01 The contract shall be written in the language of the bid, as specified by the Purchaser in the Instructions to bidders.

## 25. Notices

25.01 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.

## 26. Taxes and Duties

26.01 The Suppliers shall be entirely responsible for all taxes, duties, and license fees etc., incurred until delivery of the contracted Goods to the Purchaser. However, any changes in the tax format/ structure in respect of the transaction between the Purchaser and the Supplier shall be payable/ recoverable to the extent of differential amount.

## 27. Adherence to specifications

27.01 The supplier shall supply the contracted quantity of paper strictly in accordance with the Section V, Schedule of Requirements and Specifications. No request for any change in the Specifications to suit the machine deckle of the supplier will be entertained at any stage. The size wise breakup of quantity will be provided at the time of award of contract.

## 28. Additional/ Reduce Order

28.01 The Purchaser reserves the right to place additional order or reduce the quantity up to **25 (Twenty five) percent** of the original order with the supplier on the same rate and terms and conditions any time within 3 months after the last supply or 30 days before the last supply for reduction on the mutually agreed delivery schedule without assigning any reason.

28.02 The supplier should submit the performance security for additional order within 7 days of the date of additional order.

## SECTION VIII

### CONTRACT FORM

THIS AGREEMENT made the ..... day of ....., **2018** between NCERT (hereinafter called "**the Purchaser**") of the one part and..... (Name of Supplier) of..... (Address)..... (Hereinafter called "**the Supplier**") of the other part.

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz ..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs. .... (Contract Price in Words and Figures) (Hereinafter called "**the Contract Price**").

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

<b>Section</b>	<b>Particulars</b>
Section I	Invitation for Bids
Section II	Instructions/Information's to Bidders
Section III	Bidding Data Sheet
Section IV	Qualification Criteria
Section V	Schedule of Requirements and specifications
Section VII	Conditions of Contract
Section VIII	Contract Form

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, 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.
5. Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

<b>Sl. No.</b>	<b>Brief Description of item and Specification</b>	<b>Quantity to be Supplied (MTs)</b>	<b>Unit Price per MTs</b>	<b>Total Price</b>	<b>Delivery Terms</b>
1	Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V.	1570			As per Section-V

**TOTAL VALUE: Rs..... (Rupees.....)**

**DELIVERY SCHEDULE:**

<b>Sl. No.</b>	<b>Description of item with BIS specification</b>	<b>Quantity Required (MTs)</b>	<b>Required Sizes of paper in cms</b>	<b>Minimum Eligible Quantity for Bid (MTs)</b>	<b>Delivery schedule for supply of paper</b>
<b>1.</b>	<b>2.</b>	<b>4.</b>	<b>5</b>	<b>6.</b>	<b>7.</b>
1	Art Card in sheets of 220 GSM conforming to BIS specifications 4658:1988 with latest amendments. Other specifications as per Section V.	1570	53.5 × 71 48 × 71 48 × 61 53.5 × 76	1570	<b>Ist lot</b> of 400 MTs within 30 days of signing the contract. <b>IInd lot</b> of 400 MTs within 60 days of signing the contract. <b>IIIRD lot</b> of 400 MTs within 90 days of signing the contract. <b>IVth lot</b> of 370 MTs within 120 days of signing the contract.

**SECTION - IX A**

**FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

In consideration of **The Secretary, National Council of Educational Research and Training**, (hereinafter referred to as **NCERT**) having agreed to accept from. M/s..... (hereinafter called **'the said tenderer'**) from the demand, under the terms and conditions of tender no.....dated ..... in connection with procurement of ..... (hereinafter called **'the said tender'**) of Earnest Money in the form of Banker's Guarantee Bond for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period 90 (ninety) days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their tender and to deposit the Performance Security Money for the said amount as part of security for the due and faithful fulfillment of the contract on acceptance of the tender on production of a Bank Guarantee for Rs ..... (Rupees ..... only).

We ..... (Banker), do hereby undertake to pay on demand to the NCERT, the sum of Rs .....(Rupees ..... only) in the event of the said tenderer having incurred forfeiture of earnest money/security deposit as aforesaid for the breach of any of the terms of conditions of the stipulations aforesaid and contained in the said tender under an order of the authority competent to invite tender. We ..... (Banker), further agree that the guarantee herein contained shall remain in full force and effect with the authority competent to invite the tender discharges the guarantee, subject however that the NCERT have no right under the Bond after the expiry of 150 days from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period.

We ..... (Banker), lastly undertake not to revoke this guarantee during its currency except with the prior consent of the N.C.E.R.T in writing.

**Place:**  
**Date:-**

**Signature**

**Name and Designation of the Signing Authority**

(Indicate the name of the Bank and Bank Seal)



**SECTION – IX B**

**FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Stamp Paper)

-----  
(Banker's name and address)

**(Round Stamp of Banker)**

The Secretary,  
National Council of Educational Research and Training,  
Sri Aurobindo Marg,  
New Delhi – 110 016

Bank Guarantee No. : -----  
Amount of Guarantee : Rs. -----  
Guarantee valid up to : -----  
LAST DATE FOR LODGEMENT OF CLAIM : -----

This deed of guarantee executed by -----(hereinafter referred to as THE BANK) in favour of The Secretary, National Council of Educational Research and Training (hereinafter referred to as NCERT/Beneficiary) for an amount not exceeding Rs.....(Rupees.....only) at the request of M/s..... (hereinafter referred to as the Supplier). This guarantee is issued subject to the condition that the liability of the Bank under the guarantee is limited to a maximum of Rs..... (Rupees.....only) and the Guarantee shall remain in force up to.....(Date) And cannot be invoked or served otherwise than by a written demand or claim under this guarantee served on the bank on or before .....(Date) In consideration of The Secretary, NCERT having agreed to purchase of ..... from M/s..... (hereinafter called the said supplier 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..... (Rupees..... only).

1. We ..... do hereby undertake to pay NCERT an amount not exceeding Rs..... (Rupees.....only) 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 supplier'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..... (Rupees.....only).

3. We undertake to pay to the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier shall have no claim against us for making such payment.

5. We .....(Banker) further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of all the dues of the Beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till .....(Date) that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before..... (Date), we shall be discharged from all liability under this guarantee thereafter.

6. We, -----(Banker), further agree with the Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the beneficiary against the said supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and as shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier or for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for provision, have the effect of so relieving us.

7. This guarantee will not be discharged due to the change, in the constitution of the Bank or the suppliers.

8. We, ----- (Banker), lastly undertake not to revoke this guarantee during its currency except with the prior consent of the beneficiary in writing.

**NOTWITH STANDING ANY THING CONTAINED HEREIN**

a) The liability of the surety under this bank guarantee shall not exceed Rs. ----- (in figures) Rupees----- (in words).

b) This bank guarantee shall be valid up to----- (date)

The surety is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serves upon the Surety, written claim or demand on or before----- (date)

**Date:**

**Place:**

**(Signature of Bank Manager with full address & Seal)**

**SECTION – IX C**

**Format for Annual Turnover Declaration Certificate**

**CERTIFICATE**

It is certified and declared that M/s. (Name of Mill) having GST Registration No. (Insert number) and works located at (complete address of the unit) have manufactured and cleared “Art Card” has the Annual Turnover not less than Rs. 24.00 Crore (Rupees twenty four crore only) for the last three financial year i.e. 2015-16, 2016-17 and 2017-18.

<b>Financial Year</b>	<b>Annual Turnover in Rs.</b>
2015-16	
2016-17	
2017-18	

(Rupees \_\_\_\_\_ only)

The certificate is audited, authenticated and duly certified by the Chartered Accountant (CA) of the Mill/ Company and attached here with.

**Official Signatory of the Mill with Designation  
with rubber stamp of official seal**

**Date:**

**Place:**

## **SECTION – IX D**

### **Certificate to be submitted with sample paper**

#### **CERTIFICATE**

This is to certify that the required quantity of 75 Sheets of A-4 size paper sample of 220 GSM Art Card conforming to BIS Specification 4658:1988 with latest amendments were submitted to the Govt. Lab. Out of which 25 sheets used for the purpose of testing by the Govt. Lab. The remaining 50 sheets duly authenticated by the Govt. Lab along with its test report in a separate sealed envelope are submitted along with the bid.

**Official Signatory of the Mill with Designation  
with rubber stamp of official seal**

**Date:**

**Place:**

## SECTION – IX E

**(To be submitted on the letter head of Mill/ Bidder)**

**Certificate to be submitted by the bidders while uploading /submitting the bid**

### **CERTIFICATE**

This is to certify that we have offered the tender to supply of 220 GSM Art Card conforming to BIS Specification 4658:1988 with latest amendments. We have carefully read and understood all the instructions given in the Advertisement, all the terms and conditions of the e-tender including Technical bid, Financial bid, e-tender process given on website and accepted all of them unconditionally. We hereby also agree to abide by them without any prejudice and reservation. The offer shall be binding on us and shall remain open for consideration for **90 days** from the date of opening commercial bid.

**Official signatory of the Mill with Designation  
with rubber stamp of official seal**

**Date:**

**Place:**

## SECTION – IX F

**Format of Non-blacklisting/ Debarment Certificate on non-judicial stamp paper of Rs.100/-**

### CERTIFICATE

I/ We,.....on behalf of .....(Name of the Mill/ Firm/ Agency) hereby declare that there is no legal/ suit/ criminal case pending or contemplated of legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violations of any of the laws in force and the Mill/ company is not black listed/debarred during the last three financial years i.e. 2015-16, 2016-17 and 2017-18 by any Central Government Organization/ State Govt./ PSUs/ Autonomous Institutions etc.

I/We.....on behalf of .....(Name of the Mill/ Firm/ Agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) of NCERT.

I/We.....on behalf of .....(Name of the Mill/firm/agency) hereby undertake that all relevant statutory requirements will be complied with.

I/We.....on behalf of .....(Name of the Mill/ Firm/ Agency) understand that if the above declaration is found incorrect, the present bidding/ contract/ engagement would be terminated and ..... (Name of the Mill/ Firm/ Agency) would be debarred from any further bidding / contract / engagement by NCERT ever.

**Signature**

**(Name & Address of the Tenderer with Official Seal)**

**Date:**

**Place:**

## SECTION – IX G

### Format for Production and Excise Clearance Certificate

#### CERTIFICATE

It is certified and declared that M/s. **(Name of Mill)**\_\_\_\_\_having GST Registration No. **(Insert number)**\_\_\_\_\_and works located at **(complete address of the unit)**\_\_\_\_\_have manufactured and cleared "Art Card" of the GST Tariff during the last two financial years as mentioned below and the same is manufactured as per the BIS Specification 1848:2007. The details are given below:

Sl. No.	Financial Year	Production in MTs	Clearance in MTs
1.	2016-17		
2.	2017-18		

Further Certified that the above figures are as per the excise records of the said Mill/Company.

**Signature**  
**Designation**  
**Name of the GST Officer**  
**Seal of GST Department**

**Date:**

**Place:**

**Note:** The production capacity means the quantity of paper as mentioned in the clearance certificate for the financial year 2016-17 & 2017-18 issued by the Central Excise Department/ GST for a mill situated at a specific place/ location. Clearance Certificate issued by Central Excise Department/ GST for mills/ units situated at different place(s/ location cannot be clubbed for this purpose.

**SECTION - X**

**NOTIFICATION OF AWARD**

[Letter head of the Purchaser]

Date.....

To

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

.....

.....

.....

Dear Sir / Madam,

This is to notify you that your Bid dated the .....for the supply of ..... [Give particulars of the goods to be supplied as given in the Instruction to the Bidders] for the contract Price of Rupees..... [In figures]

(.....) [Amount in words], as corrected in accordance with the Instructions to Bidders in hereby accepted by..... [Name of Purchaser].

You are hereby requested to furnish Performance Security, in the form detailed in clause ..... of the Instruction to Bidders for an amount equivalent to Rs..... [In figures] (.....) [Amount in words] within ..... days of the receipt of this letter of acceptance valid up to..... [Insert the period], i.e. valid up to..... [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 Authorized Signatory**

**Date:**

**Place:**



