

F. No. 40-14/2017/PD/SW/
National Council of Educational Research and Training
Sri Aurobindo Marg, New Delhi-110016

Date: 14.12.2020

SHORT e-TENDER NOTICE

NCERT, New Delhi invites online bids under two bid systems (Technical bid and Financial Bid) from the reputed firms having their **offices in DELHI & NCR** for providing Comprehensive Annual Maintenance Contract (CAMC) for Maintenance and Management of Web Portal with Bug fixing, Enhancement, Modification and Documentation for use in Publication Division of NCERT.

The details of tender documents with complete terms and conditions are available on NCERT Website: www.ncert.nic.in as well as on NIC portal i.e., <https://eprocure.gov.in/eprocure/app>. Bidders are advised to read the details carefully before applying the same.

CRITICAL DATE SHEET

Published Date	14.12.2020 (04:00 pm)
Bid Document Download Start Date	14.12.2020 (04:30 pm)
Pre-bid meeting	17.12.2020 (11:00 am)
Bid Submission Start Date	18.12.2020 (10:00 am)
Bid Submission End Date	28.12.2020 (02:00 pm)
Technical Bid Opening Date	29.12.2020 (03:00 pm)
Financial Bid Opening Date	Will be intimated later on to the Technically qualified bidders

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

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

National Council of Educational Research and Training

Sri Aurobindo Marg, New Delhi-110016

Dated: 14.12.2020

Tender Notice

1. The National Council of Educational Research & Training (NCERT) is an autonomous body under the Ministry of Education. NCERT invites e-tender from interested reputed Companies / Firms for CAMC for Maintenance and Management of Web Portal with Bug fixing, Enhancement, Modification and Documentation for use in Publication Division of NCERT.
2. In order to maintain and manage existing web portal, bids are invited from Companies/Firms dealing in software development, maintenance and who are eligible as per minimum eligibility criteria mentioned in Annexure – VII. The CAMC will be initially for one year and extendable up to three years based on satisfactory performance. Scope of work is mentioned in Annexure -V.
3. Technologies used for development of the web portal are JAVA, JSP, Spring Boot, Maven, MySQL, JASPER and Apache Tomcat server etc. A brief about the operational part is available at Project Details under Annexure – IV.
4. CAMC will be executed by deploying/posting of qualified and experienced human resources (Software Engineers) at NCERT site so as to carry out all the maintenance related activities including Bug fixing, Enhancement, Modification and Documentation at NCERT site only.
5. The Tender shall be accepted under Two Bid Systems. The interested Companies/firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma available on e-procurement portal <http://eprocure.gov.in/eprocure/app> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.
6. All tender documents attached with this invitation to tender including the Specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app>.
7. The Tender cost (non-refundable) of Rs. 1000/- (Rupees one thousand only) and Earnest money Deposit (EMD) refundable of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) shall be payable in the form of DD/BC drawn in favour of Secretary, NCERT, payable at New Delhi. Earnest Money will be refunded to unsuccessful tenderers/bidders after finalization of the tender. After award of work, the successful bidder has to deposit 10% of total contract annual value as performance security. Performance Security should remain valid for 90 days beyond the date of completion of all contractual obligations including warranty/guarantee. **Hard copy of EMD and tender cost must be submitted in S&S Section, NCERT before last date and time of tender.** However the firm seeking exemption in Tender cost and EMD under MSME/NSIC should upload/submit the valid certificate in the relevant field.
8. Conditional bids shall not be considered and will be rejected summarily.

9. The Technical Bid shall be opened on the scheduled date and time as mentioned in the critical date sheet in the chamber of **Sr. Stores Officer, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi-110016.**
10. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.
11. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
12. NCERT reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
13. The tender documents can be downloaded from the website <http://eprocure.gov.in/eprocure/app> and also from NCERT website www.ncert.nic.in on the scheduled date and time as mentioned in the critical date sheet.
14. Any subsequent Updates, Addendums, Corrigendum's etc., if any will be published only on the website <http://eprocure.gov.in/eprocure/app> and www.ncert.nic.in. All bidders are required to regularly check the websites for any updates.

Sd/-
(R Selvaraj)
Sr. Store Officer

Bidding Information Sheet

Annexure - I

S.N.	Bid Reference	Bid No.
1	Purpose	For providing Comprehensive Annual Maintenance Contract (CAMC) for Maintenance and Management of Web Portal with Bug fixing, Enhancement, Modification and Documentation for use in Publication Division of NCERT
2	Tender Cost	Rs. 1000/-
3	EMD	Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) in the form of Demand Draft/BG in favour of Secretary NCERT, payable at New Delhi)
4	Last Date of Submission of Bids	28.12.2020 up to 02:00 PM
5	Venue, Date and time of opening of Technical Bids.	29.12.2020 at 03:00 PM, in the room of Sr. Stores Officer, S&S Section, Workshop Building, NCERT, Sri Aurobindo Marg, New Delhi – 110016.
6	Last Date for seeking clarifications, if any	28.12.2020 up to 02:00 PM
7	Date and time of Pre-bid meeting	17.12.2020 at 11:00 AM, in the room of Head, Publication Division, Dr. Ambedkar Block, NCERT, Sri Aurobindo Marg, New Delhi – 110016.
8	Bid Validity	180 days from the last date of submission of bids
9	Address for submission of Bids along with the relevant document	Senior Store Officer, S&S Section, First Floor, Workshop Building, NCERT, Sri Aurobindo Marg New Delhi - 110016
10	Date and time of opening of Financial bids.	Will be intimated in due course to short listed vendors only

Special Terms and Conditions

1. Definitions

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

- 1.1. “NCERT” means National Council of Educational Research and Training (NCERT);
- 1.2. “The Contract” means the agreement entered into between the NCERT, represented by its Office and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 1.4. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 1.5. “TCC” means the Terms and Conditions of Contract contained in this section;
- 1.6. “The Supplier” or “the Vendor” means the individual or firm intending to provide CAMC services under this Contract; and
- 1.7. “The Project Site” means various Offices/Branches/Administrative offices of the NCERT.

2. Use of Contract Documents and Information

- 2.1. The Supplier shall not, without the NCERT’s prior written consent, disclose the Contract, or furnish any provision thereof, or any specification, plan, drawing, pattern, sample or information, website contents, applications furnished by or on behalf of the NCERT in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2.2. The Supplier will treat as confidential all data and information about the NCERT, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the NCERT.

3. Subcontracts

- 3.1. The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract.

4. Governing language

- 4.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 4.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

5. Commercial Terms

- 5.1. All Payments will be made to the bidder in Indian rupee only.
- 5.2. The Bidder must accept the payment terms proposed by the NCERT. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the NCERT. Any deviation from the proposed payment terms would not be accepted. The NCERT shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the NCERT.
- 5.3. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

6. Applicable laws

- 6.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 6.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the NCERT about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this bid and shall indemnify, keep indemnified, hold harmless, defend and protect the NCERT and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- 6.3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the NCERT and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the NCERT will give notice of any such claim or demand of liability within reasonable time to the bidder.

7. Patent Rights

7.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the NCERT is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. NCERT will give notice to the Supplier of such claim, if it is made, without delay.

8. Pre bid queries

Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted latest by 15.12.2020.

The text of the questions raised by the bidder (without identifying the source of enquiry) and the response given by the NCERT, together with amendment to the bidding document, if any, will be intimated latest by 17.12.2020. No individual clarifications will be sent to the bidders. It is responsibility of bidder to check the clarifications before final submission of bids.

9. Force majeure

9.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

9.2. If a Force Majeure situation arises, the Bidder shall promptly notify the NCERT in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the NCERT in writing, the Bidder shall continue to perform its 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.

10. Termination

10.1. The NCERT may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NCERT.

10.2. The NCERT reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in offering services
- Delay in completing implementation and acceptance tests / checks beyond the specified periods;

In addition to the cancellation of purchase contract, the NCERT reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

11. Resolution of Disputes

It will be the NCERT's endeavor to resolve amicably any disputes or differences that may arise between the NCERT and the Bidder from misconstruing the meaning and operation of the bid and the breach that may result.

In case of Dispute or difference arising between the NCERT and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the NCERT and the Supplier OR, in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the NCERT or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Delhi, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

General Terms and Conditions

Bidders are expected to examine all instructions, forms, terms and specifications in this bidding document. Failure to furnish all information as required in the bidding document may result in the rejection of bids and will be at the bidder's own risk.

1. Clarification of Bids

- i. The bidder or its official representative is invited to attend pre-bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
- ii. Clarification sought by bidder should be made in writing and submitted at least one day prior to the date of pre-bid meeting. NCERT has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- iii. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the NCERT, together with amendment to the bidding document, if any, will be intimated/ posted on the website. It would be the responsibility of the bidder to check the CPP Portal website i.e <http://eprocure.gov.in/eprocure/app> website before final submission of bids

2. Amendment to the bidding document:

- i. At any time prior to the date of submission of Bids, the NCERT, for any reason, may modify the Bidding Document, by amendment.
- ii. The amendment will be posted on NCERT's website (URL- www.ncert.nic.in/tenders.html).
- iii. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. NCERT will not have any responsibility in case some omission is done by any bidder.
- iv. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the NCERT, at its discretion, may extend the deadline for the submission of Bids.

3. Language of Bid

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the NCERT and supporting documents and printed literature shall be written in English.

4. Cost Details & Validity:

The quoted Rate / Cost should be inclusive of all levies/ taxes like GST, Cess, Customs, Excise, Traveling charges etc., applicable if any. The proposal submitted against this bid should remain valid at least till three months from the last date of submission of the bid.

5. Payment Terms:

Quarterly payment will be made after completion of service of the particular quarter satisfactorily and upon submission of bill. However, the Service Level Agreement will be observed and deduction if any on account of penalty will be imposed while releasing the payment.

6. NCERT reserves the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.

7. **Bid Submission:** Firms should submit the bids strictly in accordance with the information given in the Annexure - I (Bid Information).

8. **Responsive bids:** Bids conforming to the following essential requirements shall be considered as responsive:

- i. Bids submitted at the prescribed address on or before the stipulated date and time.
- ii. Bids accompanied with following documents:
 - a) Forwarding letter
 - b) Documents establishing minimum eligibility criteria and as per the technical criteria.
 - c) DD/BG towards the Tender cost and EMD.
 - d) Financial bid as per Annexure - VIII

9. Signing, Sealing and Marking of Bids

- i. All the scanned documents required in technical bid must be uploaded on CPP portal before last date of submission of bid. However, hard copy of EMD and tender cost must be submitted in NCERT before last date of submission of bid.

10. Earnest Money Deposit (EMD):

- i. All the responses must be accompanied by a refundable interest free security deposit/EMD of amount of Rs. 2,50,000/-.
- ii. EMD should be in the form of Demand Draft / Banker's Cheque/BG in favour of "Secretary NCERT" payable at New Delhi. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected. Scanned copy of EMD must be uploaded on CPP portal and hard copy of EMD must be submitted in NCERT before last date of submission of bid.
- iii. No interest will be paid on EMD.
- iv. Request for exemption from Security Deposit/EMD will be allowed subject to submission valid MSME/NSIC registration certificate in the relevant field.
- v. The EMD amount of all unsuccessful bidders would be refunded immediately upon happening of any of the following events:
 - a) The end of the bid validity period, including extended period (if any), OR

- b) Receipt of the signed contract from the successful Bidder.
- vi. Successful Bidder will be refunded the EMD amount only after submission of Performance Security by the bidder.
- vii. The bid security may be forfeited:
 - a. If a Bidder withdraws its bids during the period of bid validity.
 - b. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.
 - c. In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

11. Late Bids

Any bid received by the NCERT after the deadline for submission of bids prescribed by the NCERT will be rejected and returned unopened to the bidder.

12. Modification and/ Or Withdrawal of Bids:

- i. No bid may be modified or withdrawn after the deadline for submission of bids.
- ii. NCERT has the right to reject any or all bids received without assigning any reason whatsoever. NCERT shall not be responsible for non-receipt / non- delivery of the bid documents due to any reason whatsoever.

13. Opening of Bids

- i. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet.
- ii. On the scheduled date and time, bids will be opened by the Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative who wish to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- iii. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the NCERT at its discretion will proceed further with opening of the technical bids in their absence.
- iv. The Bidder name, presence or absence of requisite EMD and such other details as the NCERT, at its discretion may consider appropriate will be announced at the time of technical bid opening.
- v. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

14. Clarification of bids:

- i. During evaluation of Bids, the committee, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- ii. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid.
- iii. Any deviations from the specifications should be clearly brought out in the bid.
- iv. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

15. Preliminary Examinations

- i. The Committee will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- ii. The Committee may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- iii. Prior to the detailed evaluation, the Committee will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The NCERT's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The NCERT would also evaluate the Bids on minimum eligibility criteria including possible visit to inspect live site(s) of the bidder, bidders presentation etc.
- iv. If a Bid is not substantially responsive, it will be rejected by the NCERT and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- v. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

16. Minimum Eligibility for Evaluation of Technical Bids:

- i. Pursuant to the evaluation of Preliminary Examination, minimum eligibility Criteria as specified in this document is verified. The bidder should satisfy the pre-qualification criteria as specified in the tender. All the documentary proofs to be submitted along with the bid in this regard. NCERT reserves the right to cancel the bid / call for clarifications in this regard.

- ii. During evaluation, Committee at its discretion can ask the bidders for further clarifications if required.
- iii. Committee may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

17. Opening of Financial bids: Financial bids shall be opened only for those firms whose bids shall be found to be substantially responsive and complying with minimum eligibility criteria. Venue, date and time of opening of the Financial bids shall be intimated in due course, only to the bidders whose bids are found responsive and technically qualified.

18. Arithmetic errors correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- i. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier bidder does not accept the correction of errors, its bid will be rejected.
- ii. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- iii. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- iv. NCERT may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder

19. Non Commitment to Accept Lowest or Any Offer

- i. The NCERT reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- ii. The NCERT will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- iii. The bids received and accepted will be evaluated by the NCERT to ascertain the best and lowest bid in the interest of the NCERT. However, the NCERT does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The NCERT reserves the right to re- tender.

20. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids during the pre-bid meeting.

21. Delivery Schedule: The contracted vendor shall ensure that the onsite support arrangement starts within 2 weeks from the date of issue of Work Order.

22. Location: The onsite support team should report at the address mentioned below:

Sr. System Analyst, CRC, NCERT
Sri Aurobindo Marg,
New Delhi - 110016

In case of shifting of NCERT premises, the vendor should provide support at new location.

23. Penalty for Default in Services: If the vendor fails to start the onsite support within stipulated time, NCERT will impose a penalty of 2% per week of delay maximum up to fifth week subject to maximum of 10% of value of the work order. In case the delay exceeds five weeks, NCERT reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited. Penalty for non-compliance of SLA is mentioned separately in this document.

24. Stand-by arrangement: Wherein any member of the vendor's team is absent from duties, the vendor will arrange for a suitable stand-by.

25. Force Majeure: If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of nonperformance and when removed the party shall continue performance with utmost dispatch.

26. Arbitration: In the event of a dispute or difference or difference of any nature whatsoever between the vendor and NCERT during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators and an umpire. Vendor and NCERT will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in the jurisdiction of Delhi.

Project Details

1. Brief details about NCERT

The National Council of Educational Research & Training (NCERT) is an autonomous body under the Ministry of Education. The NCERT is interested in inviting e-tender from the reputed firms having their office in Delhi NCR for CAMC for Maintenance and Management of Web Portal with Bug fixing, Enhancement, Modification and Documentation for use in Publication Division of NCERT.

2. Server Setup

The portal is hosted and running live on NIC cloud servers, two servers are being used for running the portal, one server is for Application/Web Server and other server is for Database. All the open source software have been used for running the software.

Following are basic software which are used in running the servers:

- Operating System is Redhat Linux
- Apache Tomcat server
- JAVA
- MySQL database server

3. Project Details:

The web portal www.ncertbooks.ncert.gov.in developed using Java technologies (MVC model), Spring and Hibernate frame work is running live on NIC cloud server with MySQL as database. The portal is accessed by users from different wings of Publication Division viz., Production, Sales, Stores, Accounts. Schools, Printers and Vendors also access the portal for placing their order for books by making online payments. The portal facilitates Publication Division to manage their activities effectively to increase productivity by effective production planning, management, reduce cost of operation, inventory management at optimum level, work flow control across the Publication Division. General public also access the portal for purchase of NCERT books online through postal delivery option of the portal.

Following are the modules of web portal www.ncertbooks.ncert.gov.in:

a) Registration Module

Facilitates registration of Vendors, Printers and CBSE Schools, etc. through mobile and other feasible modes. Generation of unique ID against successful registrant and alerts are being sent through email & SMS. Creation of user accounts with some basic information such as display of address, contact number. Password/profile change facility etc., are also available.

b) Inventory Management Module

This module includes all the aspects of inventory management and designed according to the specific requirements of NCERT book and paper stores. All the stores located at different parts of the country are integrated and managed for the receipts and issue of various NCERT publications, different sizes of papers etc.

c) **Billing Module**

This module manages different types of billing for stake holders such as billing to individual customers, vendors and schools. The postal supply requests received through the portal are also being billed through this module.

d) **Journal subscription**

The portal is having online subscription facility for the subscribers of 7 different NCERT Journals. The subscription charges are paid using payment gateway available at portal.

e) **Production wing module**

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

f) **Payment Gateway**

SBI and Paytm Payment gateways have been integrated in the portal for online payment collection from vendors, schools, individual customers and other institutes through credit cards, NEFT, RTGS, net banking etc.

g) **Other modules:**

- i. Automatic emailing of Invoice, acknowledgement slip, receipt etc.
- ii. Receipt against online payment.
- iii. Bulk Email and SMS to different stake holders.
- iv. Other web pages
- v. List of NCERT publications.
- vi. New releases.
- vii. Information to customers
- viii. List of NCERT empanelled vendors.

Scope of Work

a) **The Scope of work includes but not limited to:**

- The successful bidder must take all the necessary control of the portal, source code and all documents provided by existing outgoing vendor.
- Maintenance of web portal www.ncertbooks.ncert.gov.in of Publication Division, NCERT and NIC cloud servers in which the portal is live.
- Bidder has to follow the NIC guidelines for maintaining the cloud servers. Maintenance includes installation of software, operating system, updating any packages as and when required, tuning of application and database servers. Performance monitoring for smooth functioning of the portal or any other related work which is required from the system admin point of the view for running the portal smoothly will be the responsibility of the bidder.
- Bidder has to setup the staging server at NCERT similar to live server. All the changes on live portal will be carried out only after running the code successfully on the Staging server.
- Bidder has to migrate the application/Database server to other locations if needed.
- Bidder has to establish load balancer if needed.
- All hardware and software will be provided by NCERT and all the technical support is the responsibility of CAMC provider for running the portal smoothly.
- Deployment of full time resident technical team (software engineers) at NCERT for maintaining the portal.
- Implementation of new changes in the web portal as and when any new business rules or logic processes etc., comes into effect.
- Payment gateway integration and implementation: -
 - The bidder shall maintain/stream line existing (SBI & Paytm) payment gateway(s) integrated with the portal/ for online payment collection from vendors, schools, individual customers and other institutes through credit cards, NEFT, RTGS, net banking etc. In this regard financial reports (date wise, party wise, bill wise, unique-id wise etc.) shall be generated against the payment received. It will be the responsibility of bidder to ensure the security and certificate installation required for operationalize the payment gateway.
 - Whenever need arises, the bidder shall integrate and maintain payment gateway(s) of other bidders viz., banks and institutes.
- Security audit of the portal is required to be done whenever any major changes are incorporated in the portal or need arises as per the NIC guidelines. The security audit should be got done from the CERT-In empaneled agencies by the successful bidder and the vulnerabilities found should be cleared. Whenever security audit is done the cost of the audit will be borne by NCERT on actuals.

- Development of new forms & reports of various modules as needed from time to time.
- Tuning and code changes for optimal performance.
- Database tuning and improvement of database design if required.
- Module Version Control of the web Application Software.
- Debugging & fixing of problems arising in the running portal on daily basis.
- System and user documentation of the web Application
- Hand holding training to the end-users and system personnel. Orientation of NCERT technical team should be provided in such a way that the NCERT technical team would be in a position to maintain the portal by their own.

b) Detailed Roles & Responsibilities of the Successful Bidder

- The bidder shall maintain web portal www.ncertbooks.ncert.gov.in so as to ensure its effective day to day operational usage. The job includes support maintenance to the Application related modules.
- The successful bidder shall debug and fix the operational problems, perform error handling while running the web portal by users at sites.
- The successful bidder shall generate additional reports and modify existing reports & queries, as per user's requirement
- The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed.
- The successful bidder shall designate one of the onsite resource as Team Lead who will be single point of contact for day-to-day maintenance.
- **Project Management:** The successful bidder shall nominate one Off-site Project Manager for NCERT. The Project manager shall visit NCERT once in every month or as-and-when required for periodic review of the project. Similarly, NCERT shall identify Project Manager from its side separately. The responsibility of the Project Manager of either side is to review the ongoing and uniform operation of the portal. Changes if any in the portal will be carried out after mutual consent of both the project managers by defining scope of enhance and target time for the same.
- The successful bidder will be responsible for data integrity.
- The successful bidder will identify the type & nature of data error and such reports will be handed over to concerned users for correction and resubmission. Data to be corrected upon confirmation from the user(s).
- Any Interface Software routines by which data is populated from other System to this web portal, the successful bidder shall provide the support maintenance to the Interface as long as it is compatible with the database structure of this web portal.

- The successful Bidder shall document all the changes incorporated in the web portal and also improves the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.
- The successful bidder and its manpower deployed should maintain confidentiality of the data, logic or any other matters related to the NCERT on their part.
- The work of maintenance / development will be carried out on the basis of PR (problem report) to be issued by the members of the core team of NCERT.
- The developer's team must have knowledge and working experience of Java, Spring Boot, Maven, JSP, MySQL, Eclips Luna, Hibernate, JASPER, Tomcat, CSS, Java Script, JDBC, Ajax, JSON and XML. Experience in configuring, managing Database server / application server and Operating System. Should also have knowledge in Cloud server management.
- The developer's team as appointed by the vendor will observe NCERT duty hours and calendar of holidays. However, in exceptional cases, the developer's team will have to work beyond normal working hours as well as on holidays for which no extra payment will be made.
- The developer's team (software engineers) engaged for the maintenance support will be required to learn the details of web portal within two weeks. The penalty clause will not be applicable during this learning period.
- The bidder is required to depute suitably qualified and experienced software engineers who are capable to handle all the responsibilities mentioned in the scope of work. If any specific work could not be completed due to poor human resource quality, at the time of review, the bidder will provide a suitable replacement, if required. For whatsoever reason the target for schedule of work should not suffer.
- The bidder will not have the right to use/reproduce part or whole of the software in whatsoever manner even after the end of this contract.
- The bidder shall ensure that all the persons deployed by them in execution of this contract shall not disclose to third party any information furnished to them by NCERT which may be necessary in carrying out their obligation under this contract and shall treat all such information as confidential.
- The bidder shall warrant absolute satisfactory performance of the system component developed and delivered in terms of contract during the validity period of contract. The bidder shall extend full operational support in respect of such system component during the warranty period and shall undertake to remove all bugs that may be noticed during this period.
- At the end of the contract period, the bidder should provide the soft copy of latest source code and relevant documents, flow charts and operational procedure.
- At the end of contract period the bidder shall handover the software with all its modules in running condition and free from any bugs reported till that date.

c) **Classification of activities:**

Maintenance: The vendor should maintain web portal including database(s). The source code of the project will remain property of NCERT.

Bug fixing: The vendor will remove the bugs that are already identified/will be identified during the contract period. The list of already identified bugs shall be shared at the time of start of contract.

Enhancement/ Modification: The vendor will enhance/ modify the existing code as per changes in requirements/ change in business rules as and when required by the NCERT.

Optimization: The vendor will review the existing code and modify so as to increase the efficiency of the web portal. A detailed report of proposed changes and risks involved along with the implications will be handed over to the NCERT and approval will be sought before making necessary changes.

Data validation/ correction: During the tenure of the contract, as and when required, the vendor would perform data validation/ correction to enable smooth operations. The successful bidder will be responsible for data integrity. The successful bidder will also identify the type & nature of data error and such reports will be handed over to concerned users for correction and resubmission.

Documentation: The vendor would prepare a detailed user document, administration document for the software and also incorporate any changes made during the tenure of the contract in the documents.

Database Management: Regular Backups, Database performance tuning, database improvement by changes in DB design.

Payment Gateways services: Maintenance of existing payment gateways and integration of new payment gateways whenever required.

SMS & email services: Maintenance of SMS and email services integrated with the portal and changes whenever required.

Reports & MIS: The vendor would generate reports based on user requirements from the data available in the database.

Training: The vendor would train the users in the newly developed modules as and when required/released. The successful bidder shall provide hands-on assistance to the users to resolve any operational doubts as and when needed while the Application is in operation.

Vendor should maintain the web portal by versioning and maintaining tracks of all the changes made to the software. At the end of the contract period, the vendor would hand over the source code along with all the versions to the NCERT in working condition.

In addition, the vendor is expected to appraise and advise the NCERT of current trends and best practices in the market in relation to the web portal. Any Interface Software routines by which data is populated from other System to this web portal, the successful bidder shall provide the support maintenance to the interface as long as it is compatible with the database structure of this portal.

Service Level Agreement:

The aim of this agreement is to provide a basis for close co-operation between *NCERT* and *the Successful Bidder*, for services to be provided to *NCERT*, thereby ensuring that timely and efficient support services are available to *NCERT* and its end-users.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

Service Level Definition:

The service provider is required to maintain the web portal without any down time (disruption in the running of the portal). In case any technical snag develop in the operation of the web portal, the service provider is required to rectify the problem within one hour from the registration of complaint.

In case of any abnormal delay in resolving the complaint the penalty of Rs. 2000/- per day of delay will be imposed.

In case of enhancement/modification in the web portal, the schedule target time will be decided mutually. Penalty of Rs. 2000/- per day will be imposed on each day of delay after the mutually decided target time.

However, the aggregate penalties that may be levied in a quarter towards the aforesaid managed services shall be limited to 10% of amounts payable quarterly towards these services.

Downtime of services on holidays or scheduled downtime will not be considered for calculation of uptime and penalty.

Human Resources

The service provider has to strictly adhere to the required laws while employing the human resources in the *NCERT* during the contract period. The staff deputed by the selected company, the selected company will be liable for all services and financial aspects, *NCERT* will not responsible for any benefits to the staff working on behalf of selected company.

Although this project is SLA based, the bidder is required to maintain a minimum level of resources throughout the contract period. The bidder shall deploy manpower resources as per staffing requirement prescribed in the bid document. Bidder shall ensure the availability of resources as per defined Service Window for each resource category.

Monthly applicable penalties in the event of default of respective manpower resources would be as under:

- a) **Leave of absence:** Each on-site resource shall be granted a maximum up to 02 (Two) days leave per month.

- b) Any absence beyond the prescribed leave of absence shall attract a penalty as under in case no substitute is arranged by the Bidder as per defined requirement:

Resource Category	Allowed leave of absence per month	Penalty beyond leave of absence
Software Engineer	02 days	Penalty would be deducted proportionately per month per resource.

As per the category of Onsite Resource (as indicated in commercial bid), proportionate amount would be considered for calculation of penalty.

Continuity of Resources:

- Successful bidder is required to take utmost care in identifying the resources to be deployed at NCERT location as the resources deployed should continue in the project for long time and should not leave the project in short period
- Resources deployed at NCERT site, should not be removed from the site by the vendor without written approval from NCERT. If any resource to be replaced from NCERT location, a request / advance notice of 15 days to be given to NCERT. Only after approval from NCERT, resources can be replaced.
- In case, all on-site resources to be replaced at a time, the following to be ensured by the successful bidder:
 - A request / advance notice of 30 days to be given to NCERT. Only after approval from NCERT, resources can be replaced.
 - New resources (who will replace the existing resources) to be deployed at NCERT location at least 15 days before the date of relieving of existing resources. i.e. a transition period of 15 days is required. No additional payment will be made by NCERT for this purpose.

Experience of resources: Development Resources:

- Resources to be provided to NCERT should have minimum qualification of B. Tech / M.C.A. one Development resource should have a minimum of 4 years of experience and the other development resource(s) should have at least 2 years of experience.
- The Development resources to be deployed must have knowledge and working experience in JAVA Projects. Also they should be well conversant with Java, Spring Boot, Maven, JSP, MySQL, Eclips Luna, Hibernate, JASPER, Tomcat, CSS, Java Script, JDBC, Ajax, JSON and XML.

Project Manager:

- One (1) resource to be identified for NCERT as a Project Manager should have a minimum qualification of B.Tech / M.C.A and have minimum experience of 6 years
- Identified Project Manager should have managed more than 2 java based web portals earlier.

Working Days / Hours:

- Team to be available on week days from Monday to Friday (i.e., 5 days a week).
- Resources provided to NCERT should be ready to work during duty hours i.e. 09:00AM to 05:30PM. Duty hours will be finalized at the start of the project and may be changed in between as per the requirement of the NCERT.
- In exceptional cases, the team will have to work beyond normal working hours as well as on holidays.

Responsibilities of Project Manager:

- Project Manager is required to steer the project with respect to Project Plan, Schedules, Resource Management, providing weekly / monthly project report, Review of pending / on-going / future tasks.

Call escalation Matrix:

Successful bidder is required to submit the call escalation matrix (from level1 to level3) with name, designation, mail ID, telephone No, Mobile No. in the following format.

S. No.	Level	Name	Designation	Mail ID	Telephone No	Mobile No.
1	Level 1		Project Manager			
2	Level 2					
3	Level 3					

Minimum Eligibility Criteria

The bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

S. No.	Criteria	Proof to be Submitted	Submitted (Yes/No)	If Yes Page No.
1	Name and address of the firm along with telephone number, e-mail, fax			
2	The bidder should be a registered company incorporated in India, registered under Company act 1956.	Scanned copy of registration certificate must be uploaded.		
3	The company should have developed, maintained and implemented at least five (05) J2EE-based web enabled projects having order value of 25 Lakh or above during last 3 years out of which at least one (01) project to be of Publication House/E-commerce/Sales and Distribution/Inventory management/ERP field in any State/Central Government Organisations/PSUs/Autonomous bodies as on 31.03.2020.	Proof of the same are to be attached by way of Purchase Order or Project Completion Certificate from the customer by mentioning the time frame, Project Details & References from the companies to be provided in the format mentioned below.		
4	The company must have minimum annual turnover of Rs. 5 (Five) crore for the last Three (03) financial years i.e 2017-18, 2018-19, 2019-20.	Scanned copies of Annual turnover certificate duly certified by the CA must be uploaded.		
5	The company should have been positive net worth and cash profit [i.e., no cash loss] (PAT) for the last 3 financial years i.e., 2017-18, 2018-19 & 2019-20.	Audited Balance sheet to be submitted		
6	ITR of the firm for last three F.Y i.e., 2017-18, 2018-19 & 2019-20.	Scanned copy of ITR must be uploaded.		
7	The firm should be in existence in software development field for the last five years as on 31.03.2020	Certificate of Incorporation/CA Certificate to be furnished		
8	Scanned copy of PAN number of the firm.	Scanned copy of PAN must be uploaded.		
9	Scanned copy of GST number of firm	Scanned copy of GST registration certificate must be uploaded.		
10	The company should be certified at minimum SEI CMMI Level 3/ ISO 9001	Proof of the same is to be uploaded.		
11	Minimum 40 technical staff should be enrolled in the payroll of the company/firm out of which at least 10 technical staff should have experience in providing similar support.	Declaration of the same to be furnished by the company/ Firm.		

12	The firm should have never been blacklisted / debarred / disqualified by any regulator / statutory body /organisation.	Scanned copy non-blacklisting certificate in non-judicial stamp paper of Rs.100/- attested by notary must be uploaded		
13	Power of Attorney as per Annexure-XII	The same is to be uploaded.		
14	Acceptance of Terms and conditions of tender on company letter head signed by Authorised person of the firm	The same is to be uploaded.		
15	The firm must have office in Delhi/NCR.	The document of address proof is to be uploaded.		

Note: Proposals of bidders who do not fulfill the above criteria or who fail to submit any documentary evidence as per the formats mentioned in the bid document will not be considered and rejected out rightly.

Format for Details of Five (5) , J2EE-based web enabled Projects:

S. No.	Client Name and Location	Name of the Project	Project Start and End Date	Scope / Description of the Project	Order Value (in ` Lakhs)	Technology
1.						
2.						
3.						
4.						
5.						

Format for at least one (01) project of Publication House/E-commerce/Sales and Distribution field in any State/Central Government Organisations/PSUs/Autonomous bodies as on 31.03.2020:

S. No.	Client Name and Location	Name of the Project	Whether the client was Govt./Private	Project Start and End Date	Scope / Description of the Project	Order Value (in ` Lakhs)	Technology

Format for Reference Details:

S. No.	Name of the Client	Reference Person Name	Designation	Address	E-Mail	Telephone & Mobile No.

Format of Financial Bid

CAMC for providing Maintenance and Management of Web portal with bug fixing, enhancement, modification and documentation

S. No.	Item/ Description of work	No. Of persons/ CAMC period (in year) In INR [A]	CAMC cost per annum and human resource cost per month In INR [B]	GST if applicable In INR [C]	Total Cost Including GST In INR [D=AxB+C]
1.	CAMC for providing Maintenance and Management of Web portal with bug fixing, enhancement, modification and documentation.	One (1)			
2.	Onsite Development Resource i.e., Software Engineer	Two (2)			
3.	Offsite Project Manager	One(1)			
Grand Total:					

Note: Bidders are requested to note the following:

- Cost should be inclusive of all taxes, and will be used to arrive at L-1 bidder.
- TDS will be deducted as per rules applicable.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.
- NCERT reserves the right to increase/decrease the number of development resources during the tenure of the contract. Vendor should provide the resources as per quoted man month cost.
- One of the Development resources must be with 4 years of work experience and the other Development resource must be with 2 years of work experience and one offsite Project Manager with 6 years or more.

Signature of Authorised Person ...

Name

Designation

Name of the Organisation

Seal

Date:

Place:

Forwarding Letter

(To be submitted on company's letter head)

To

The Senior Store Officer,
S&S Section, First Floor,
Workshop Building, NCERT,
Sri Aurobindo Marg,
New Delhi - 110016

Dear Sir,

Sub: Tender No F. No. 40-14/2017/PD/SW/ Dated 12.12.2020

This is in reference to your above mentioned tender for providing Comprehensive Annual Maintenance Contract (CAMC) for Management of Web Portal of Publication Division with bug fixing, enhancement, modification and documentation. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned hereby upload and submit our proposal along with necessary supporting documents as mentioned under Annexure - VII of the tender document.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that NCERT reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:/ /2020

Authorised Signatory.

Name:

Designation:

Organization Seal

Performance Guarantee Format

(Sample Format)

TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF THE APPROPRIATE VALUE KNOW ALL MEN BY THESE PRESENTS that in consideration of the National Council of Educational Research and Training (NCERT) under Ministry of Education Sri Aurobindo Marg, New Delhi - 110016 (hereinafter called the NCERT) having agreed to accept from M/s. _____ 'Vendor Name' having its office at 'Vendor's Office Address', (hereinafter called "the Vendor") an agreement of guarantee for Rs. _____ (Rupees _____ only), for the due fulfillment by the vendor of the terms and conditions of the Purchase order No. _____ dated _____ made between the vendor and the NCERT for providing services for NCERT's 'Project Details' hereinafter called "the said Agreement").

1. We, Bank (Bank Name and Details), do hereby undertake to indemnify and keep indemnified the NCERT to the extent of Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the NCERT during warranty period by reason of any breach by the Vendor of any of the terms and conditions contained in the said Agreement of which breach the opinion of the NCERT shall be final and conclusive.
2. And we Bank (Bank Name and Details), do hereby guarantee and undertake to pay forthwith on demand to the NCERT such sum not exceeding the said sum of Rs. _____ (Rupees _____ only) only as may be specified in such demand, in the event of the vendor failing or neglecting to execute fully efficiently and satisfactorily the order for implementation services for the 'Project Details' placed with it (the work tendered for by it) within the period stipulated in the said Agreement in accordance with the design, specification, terms and conditions contained or referred to in the said Agreement or in the event of the Vendor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein notified by the NCERT to the vendor during the warranty period or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to the said Agreement.
3. We, Bank (Bank Name and Details), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said agreement including the "Warranty obligations" or till validity date of this guarantee i.e. upto _____, whichever is earlier and subject to the terms of the "the said Agreement" it shall continue to be enforceable for the breach of warranty conditions within warranty period and till all the defects notified by the NCERT to the vendor during the warranty period have been made good to the satisfaction of NCERT & the NCERT or its authorized representative certified that the terms and conditions of the said agreement have been fully and properly complied with by the vendor or till validity of this guarantee i.e. _____, whichever is earlier.

4. We, Bank (Bank Name and Details), may extend the validity of Bank Guarantee at the request of the Vendor for further period or periods from time to time beyond its present validity period, but at our sole discretion.
5. The liability under this guarantee is restricted to Rupees _____/- only and will expire on _____ and unless a claim in writing is presented to us at Bank (Bank Name and Details) within 3 months from _____, i.e. on or before _____, all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities there-under.
6. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Vendor.
7. The executant has the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorising them to execute this guarantee.

Notwithstanding anything contained here in above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Our liability hereunder is conditional upon your lodging a demand or claim with Bank (Bank Name and Details) on or before _____. Unless a demand or claim is lodged with Bank (Bank Name and Details) within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. All claims under this guarantee will be made payable at Bank (Bank Name and Details). This Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier. We, Bank (Bank Name and Details) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NCERT in writing.

In witness where of we have set and subscribed our hand and seal thisday of2020.

SIGNED, SEALED AND DELIVERED BY

Proforma of Indemnity

This is to certify that M/s_____who have been providing Services _____to NCERT, Sri Aurobindo Marg, New Delhi vide order no:_____ dated____2020 have all required rights for the supply of human resources.

For M/s (Name of the Organization)

Signature with seal.....

Name

Designation

Date.....

Place.....

Power of Attorney

(To be executed on non-judicial stamp paper)

BY THIS POWER OF ATTORNEY executed on _____ 2020, We _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with

‘National Council of Educational Research and Training (“NCERT”) relating to <Tender No.> dated <Tender Date> for Maintenance, Support and Enhancement of Application Software and to attend meetings and hold discussions on behalf of the Company with NCERT in this regard.

THE COMPANY do hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors
of (Name of the agency)

WITNESS:

Signature of _____

Attested

EMD / BID SECURITY FORM
(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: National Council of Educational Research and Training (NCERT)

WHEREAS (Name of Vendor) (hereinafter called the ‘the Vendor’) has undertaken, in pursuance of Bid No..... Dated2020. to supply

(description of Products and Services) (herein after called the ‘the bid’) to you.

AND WHEREAS, it has been stipulated by you in the said bid that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the bid.

AND WHEREAS we -----Bank having its registered office at ---- and inter alia a branch office situate at have agreed to give a performance guarantee in lieu of EMD of Rs. _____ (Rs _____ only) on behalf of the Vendor.

We _____ **Bank** further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to NCERT without any demur or protest, merely on demand from NCERT, an amount not exceeding Rs. _____ (Rupees _____ only).by reason of any breach of the terms of the bid dated by vendor. We hereby agree that the decision of the NCERT regarding breach of the terms of the bid shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to NCERT a sum not exceeding `...../- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the bid and without cavil or argument, any sum or sums within the limit of `...../- (Rupeesonly)

(Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- i. any time or waiver granted to the vendor;
- ii. the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

- iii. any Variation of or amendment to the bid or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
- iv. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the bid or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER bid or any failure to make demand upon or take action against the VENDOR;
- v. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- vi. any change in constitution of the vendor;
- vii. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the day of and a claim in writing is required to be presented to us within three months fromi.e. on or before all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date:

Address:

.....

.....

UNDERTAKING OF NON-BLACKLISTING BY THE AGENCY IN NON-JUDICIAL STAMP PAPER OF RS.100/-

I/we,.....on behalf of(Name of the 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 company is not black listed by any Government Organization.

I/we,.....on behalf of(Name of the firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) NCERT.

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

I/we,.....on behalf of(Name of the firm/agency) understand that if the above declaration is found incorrect, the present engagement would be terminated and (Name of the firm/agency) would be debarred from any further engagement by NCERT ever.

Signature(s)
(Name & Address of the Tenderer(s)
With Official Seal)

Place:

Date:

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

To,

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: F. No. 40-14/2017/PO/SW

Name of Tender / Work: -

Tender for providing Comprehensive Annual Maintenance Contract (CAMC) for Maintenance and Management of Web Portal with Bug fixing, Enhancement, Modification and Documentation for use in Publication Division of NCERT.

Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work" from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)