





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

**E-TENDER DOCUMENT**

**Transportation of Consignment of Books and Printing Paper**  
**(Outstation Destination)**

**CONTENTS**

|              |                                                                                                                  |                 |
|--------------|------------------------------------------------------------------------------------------------------------------|-----------------|
| SECTION I    | : INSTRUCTIONS FOR ONLINE BID SUBMISSION                                                                         | PAGE NO. 3 –4   |
| SECTION II   | : INVITATION FOR BIDS                                                                                            | PAGE NO. 5      |
| SECTION III  | : INSTRUCTIONS TO BIDDERS                                                                                        | PAGE NO. 6 – 15 |
| SECTION IV   | BIDDING DATA SHEET                                                                                               | PAGE NO. 16     |
| SECTION V    | : QUALIFICATION CRITERIA                                                                                         | PAGE NO. 17     |
| SECTION VI   | : LIST OF THE DOCUMENTS TO BE UPLOADED AT<br>CPP PORTAL IN COVER 1 (TECHNICAL BID) &<br>COVER 2 (FINANCIAL BID): | PAGE NO. 18     |
| SECTION VII  | : SCHEDULE OF REQUIREMENTS<br>(Brief description of work)                                                        | PAGE NO. 19-20  |
| SECTION VIII | : BID SUBMISSION FORM                                                                                            | PAGE NO. 21-22  |
| SECTION IX   | : PRICE SCHEDULE                                                                                                 | PAGE NO. 23     |
| SECTION X    | : CONDITIONS OF CONTRACT                                                                                         | PAGE NO. 24-32  |
| SECTION XI   | : CONTRACT FORM                                                                                                  | PAGE NO. 33     |
| SECTION XII  | : FORMAT FOR BANK GUARANTEE FOR<br>PERFORMANCE SECURITY                                                          | PAGE NO. 34-35  |
| SECTION XIII | : NOTIFICATION OF AWARD                                                                                          | PAGE NO. 36     |
| SECTION XIV  | : CHECKLIST TO BE FILLED BY BIDDER                                                                               | PAGE NO. 37     |
| SECTION XV   | : INTEGRITY PACT TO BE FILLED BY BIDDER                                                                          | PAGE NO. 38-45  |

*Like*

## SECTION I

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

#### **REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrolment" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment/registration, the bidders should provide the correct/true information valid email-id & mobile number. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

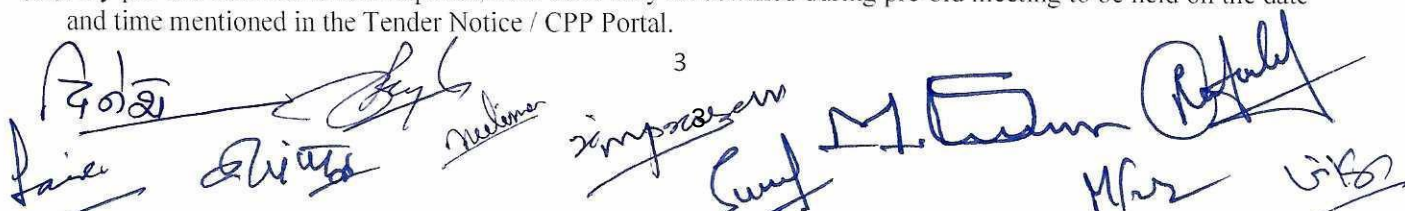
#### **SEARCHING FOR TENDER DOCUMENTS**

- (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 during pre-bid meeting to be held on the date and time mentioned in the Tender Notice / CPP Portal.

3



The bottom of the page features several handwritten signatures and initials in blue ink. From left to right, there are: a signature that appears to be 'G. G. G.', a signature that appears to be 'S. S. S.', a signature that appears to be 'M. M. M.', a signature that appears to be 'R. R. R.', and a signature that appears to be 'V. V. V.'. There are also some initials and marks scattered around these signatures.

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

#### **SUBMISSION OF BIDS:**

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date & time.
- (ii) 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.
- (iii) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iv) Bidders shall note 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.
- (v) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, transaction uploading time will be very fast.
- (vi) If price quotes are required in .XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and change/modification of the price schedule render it unfit for bidding. Bidders shall download the Price schedule, in .XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Price schedule file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected. The bidders are cautioned the uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- (vii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (viii) 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.
- (ix) 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.
- (x) 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:**

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Toll Free Number : 0120-4001 002 , 0120-4001 005, 0120- 4493395

E-mail Support:

Technical - support-eproc(at)nic(dot)in

Policy Related - cppp-doe(at)nic(dot)in

*u/k*



# राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद् NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING

Sri Aurobindo Marg, New Delhi 110016

## SECTION II INVITATION FOR BIDS

01. The National Council of Educational Research and Training (NCERT), New Delhi Invites online bids from eligible Transporters/Firms/Bidders for transportations of consignment of books and printing papers from NCR-Delhi to different outstations (As per details given in Section VII – Schedule of Requirements).
02. Interested eligible bidders may obtain further information in respect of the Bidding Documents from Administration Section, Publication Division, Dr. B.R. Ambedkar Block, NCERT, Sri Aurobindo Marg, New Delhi – 110016 through e-mail only (adm.pub.ncert@gmail.com).
03. The tender document along with other details may be downloaded from the Central Public Procurement (CPP) Portal: <http://eprocure.gov.in/eprocure/app>
04. All interested eligible bidders are requested to submit their bids online on Central Public Procurement (CPP) Portal, as per the criteria given in this document. Scanned copy of required documents should be uploaded online in **Cover 1 (Technical Bid)** and the **Financial Bid (only in BOQ format) in Cover 2** on or before the stipulated date.
05. In no condition, the Financial Bid should be submitted other than in online BOQ format.
06. Bids will be opened in the presence of Bidders' representatives who choose to attend the bid opening at the date, time and address mentioned in the Tender Notice / CPP Portal.
07. **Pre bid meeting** will be held on the date and time as mentioned in the Tender Notice, for satisfying the queries of the prospective bidders who like to attend the meeting. At this stage, it may not be possible to quantify the job in totality. Therefore, to further assess the quantum of the proposed job (if required), bidder in their own interest may attend Pre Bid Meeting.

Aditya

[Signature]

imprean

[Signature]

Head  
Publication Division

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

### SECTION III

#### INSTRUCTIONS TO BIDDERS

##### A. INTRODUCTION

#### 01. Scope of Bid

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

01.02 Throughout these Bidding Documents:

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

#### 02. Eligible Bidders

This invitation for Bids is open to all the eligible transporters/firms/bidders as per Section V - Qualification Criteria.

#### 03. Cost of Bidding

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

##### B. BIDDING DOCUMENTS

#### 04. Sections of the Bidding Documents

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

##### **Part-1: Bidding Procedures**

- Section I. Instruction for online bid submission
- Section II. Invitation for Bids
- Section III. Instructions to Bidders
- Section IV. Bidding Data Sheet
- Section V. Qualification Criteria
- Section VI. List of the documents to be uploaded at CPP Portal in Cover I & Cover 2
- Section VII. Schedule of Requirements

##### **Part-2: Transport Requirements**

- Section VIII. Bid Submission Form (Cover 1) : General Information
- Section IX. Price Schedule (Cover 2)



### Part-3: Contract

- Section X. Conditions of Contract
- Section XI. Contract Forms
- Section XII. Bank Guarantee Form for Performance Security
- Section XIII. Notification of Award
- Section XIV. Checklist to be filled by Bidder
- Section XV. Integrity Pact to be filled by Bidder

04.02 The NCERT 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>.

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

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

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

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

### 5. Pre-Bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Publication Division, NCERT in writing or by e-mail at the NCERT's mailing address / E-mail : [adm.pub.ncert@gmail.com](mailto:adm.pub.ncert@gmail.com). All requests for clarification received by the NCERT 10 days prior to the deadline for submission of bids will be clarified in the Pre-Bid meeting.

### 06. Opening of Bids

The Bids will be opened in the Publication Division, NCERT, at the address, date and time indicated in the Tender Document/CPP Portal. The Bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of bid. However, they are advised to come with the printout of system generated acknowledgement number as a record of evidence for online submission of bid, which will also act as an entry-pass to participate in the bid opening.

The image shows several handwritten signatures in blue ink. The signatures are arranged in two rows. The top row includes 'Bids', a signature that appears to be 'Simpson', 'M. Kumar', and 'J.R.'. The bottom row includes 'Lace', 'Ditara', 'Simpson', 'Hhr', and 'J.R.'. There are also some other smaller signatures and marks scattered around.

## 07. Amendment of Bidding Documents

07.01 At any time prior to the deadline for submission of Bids, the NCERT may amend the Bidding Documents (of trivial nature like extending the last date for submission of bid or change in pre-bid meeting etc.) by issuing an addendum.

07.02 The amendment will be notified on Central Public Procurement (CPP) portal i.e. <http://eprocure.gov.in/eprocure/app> and will also be displayed on NCERT's website i.e. [www.ncert.nic.in](http://www.ncert.nic.in). The amendment will be binding on all the bidders.

07.03 In order to facilitate prospective bidders reasonable time in which to take the amendment into account in preparing their Bid, the NCERT may, at its discretion, extend the deadline for the submission of Bids.

## C. PREPARATION OF BIDS

### 08. Language of Bid

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

### 09. Documents Comprising the Bid

09.01 The Bid submitted by the Bidder shall be in two separate covers with clear prints:

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

a. Cover-1: This is named as "Technical Bid" and shall consist of:

- i. Scanned copy of proof of online remittance of EMD having the transaction reference number/UTR and the date of transaction and the amount remitted.
- ii. Scanned copy of valid Registration with MSMEs for specific/related services, if applicable.
- iii. Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bid, in accordance with Clause 26.
- iv. Scanned copy of Undertaking that the Bid shall remain valid for the period specified in Clause 15.01.
- v. Scanned copy of all documents as per Qualification Criteria under Section V.
- vi. Scanned copy of Bid submission form under Section VIII.  
(The financial bid [Price Schedule] should be submitted online).
- vii. Scanned copy of affidavit on a non-judicial stamp paper of ₹100/- duly attested by Notary Public should be submitted with the following undertakings:
  - a) That the transport firm has not been black listed by any of the Central Govt./State Govt./PSUs including any organization under control of Central/State Govt. during last 03 years
  - b) That he/she has read and understood all the terms & conditions of the tender document. All the T&C are acceptable to the transport company without any pre-conditions.
  - c) All the information furnished in the Bidding Document is true and correct to the best of his/her knowledge and belief.

b. Cover-2: This shall be named "Financial Bid".

**09.02 Price Bid in BoQ\_XXXX.xls**

A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file and enter their financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 9.03 Bidders must quote rates for all stations for each category of trucks (9 MT/15 MT & 25 MT), failing which the Bid will be deemed unresponsive. Quoting "0" OR "NIL" in the Price Bid shall also make the bid unresponsive.

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. The Bidder shall complete and submit the Bid Submission Form and Price Schedule by using the form furnished in Section VIII. 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.

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

| Section     | Particulars                                 |
|-------------|---------------------------------------------|
| Section II  | Invitation for Bids                         |
| Section III | Instructions / Information's to Bidders     |
| Section IV  | Bidding Data Sheet                          |
| Section V   | Qualification Criteria                      |
| Section VII | Schedule of Requirements and specifications |
| Section X   | Conditions of Contract                      |
| Section XI  | Contract form                               |

**10. Bid Submission Form**

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

**11. Bid Prices**

- 11.01 The Bidder shall indicate on the Price Schedule, the transport charges on the basis of per full truck load - per trip basis including freight, loading & unloading other incidental charges and transit insurance etc. The Transporters/Firms/Bidders shall also be entirely responsible for all taxes, Green Tax, license fees, octroi, road permits etc. incurred until delivery of the contracted goods at the destination. GST under Reverse Charge Mechanism will be remitted by the Council at the rate amended from time to time.

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

- 11.03 A Bid submitted with any different adjustable price quotation will be treated as non-responsive and it will be rejected.

A collection of handwritten signatures and initials in blue ink. From left to right, there are several signatures, including one that appears to be 'A. G. S.', and various initials like 'M. E.', 'H. S.', and 'S. P.'. There are also some numbers written, such as '9' and '9'.

11.04 Fall Clauses / Price Restriction:— The transporters/firms/bidders shall submit an undertaking while quoting the rates that the firm shall not offer lower rate than the rate decided/accepted after bidding process till the validity of contract. If found so, the entire Contract quantity shall be regulated at the lower rate.

## 12. Bid Currencies

Prices shall be quoted in Indian National Rupees only.

## 13. Documents Establishing Bidder's Eligibility and Qualifications

13.01 The Bidder shall complete the Bid Submission Form, included in Section VIII.

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

## 14. Earnest Money

The EMD of Rs. 18,00,000/- (Rupees Eighteen Lakh) to be deposited electronically through NEFT/RTGS as per below mentioned details:-

|                  |   |                             |
|------------------|---|-----------------------------|
| Account Name     | : | Publication Division, NCERT |
| Name of the Bank | : | SBI, NCERT, New Delhi       |
| Account No.      | : | 00000010137881342           |
| IFSC Code        | : | SBIN0001690                 |
| Type of Account  | : | Savings                     |

**Note :** After online remittance the remitter is required to mention the transaction reference number/UTR and the date of transaction and the amount remitted in the Bid document for reconciliation/linking of the transaction with the remitter's bid

- The firms registered with NSIC/MSME in the relevant activity are exempted from the payment of EMD as per the existing Govt. Rules. Copy of valid certificate must be uploaded with technical cover.
- Startups certified by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from payment of EMD and should enclose the proof of their being certified with DPIIT.
- EMDs of unsuccessful Bidders shall be returned within a period of 30 (Thirty) days from the date of opening of price bid.
- The EMD of the successful bidder (L1) shall be retained and will be returned after the submission of Performance security in the shape of **FDR/Bank guarantee.**
- No Interest shall be paid on EMD
- EMD shall be forfeited, in any of the following cases:
  - The Bidder withdraws its Proposal after the Proposal due date till the validity of tender for 120 days after opening of the Technical bid.
  - The Successful Bidder fails to submit the Performance security **within 15 days from the date of issue of Letter of Award**

## 15. Period of Validity of Bids

15.01 Bids shall remain valid for **120 days** as specified in the Bidding Data Sheet after the date of bid opening prescribed by the NCERT. Any Bid valid for a shorter period than the period specified shall be rejected by the NCERT as non-responsive.

15.02 **In exceptional circumstances, the NCERT may solicit the Bidder's consent to an extension of the period of Bid validity.** The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder accepting the request for extension of bid validity will not be required nor permitted to modify his/her Bid.

## **D. SUBMISSION OF BIDS**

### 16. Submission of Bids

The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>.

A checklist for technical evaluation is attached at the end of this tender document, the bidders must ensure to fill for easy check whether all documents are uploaded or not. Bidders are required to mention in it on which page of bidding document they have attached the column-wise required document.

The Bidder needs to do pagination of entire tender document submitted by them and mention in the boxes of checklist the page no. on which the required documents are attached in the uploaded Tender.

The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid 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 the date as mentioned on page 1 as specified in the Bidding Data Sheet.

#### **Financial Bid:**

- The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- 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.
- The Financial bid should be inclusive of all applicable taxes, duties, fees, levies, transit insurance, loading/unloading and other charges imposed under the applicable laws etc.

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

### 17. Deadline for Submission of Bids

17.01 Online bids complete in all respects must be uploaded at the CPP Portal by the time and date as specified in the bidding document. In the event of the specified date for the submission of Bids being declared a holiday for the NCERT, the Bids will be received up to the appointed time on the next working day.

Handwritten signatures and dates at the bottom of the page, including names like Aditya, Sauri, and others, with some dates like 11/11/2026.

- 17.02 The NCERT may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with Clause 07, in which case all rights and obligations of the NCERT and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **E. OPENING AND EVALUATION OF BIDS**

#### **18. Opening of Bids by the NCERT**

- 18.01 The NCERT will open the online Bids received in the presence of the Bidder/Bidders' representatives who choose to attend at the time, date and place specified in the Bidding Data Sheet. In the event of the specified date for the submission of Bids being declared a holiday for the NCERT, the Bids will be opened at the appointed time and location on the next working day.
- 18.02 The Bidders' names and such other details as the Publication Division, NCERT may consider appropriate, will be announced.
- 18.03 The Publication Division, NCERT will prepare minutes of the Bid Opening, including the information disclosed to those present in the bid opening meeting.
- 18.04 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 Qualification Criteria and other information furnished in Cover-1 of the Bid in pursuant to Clause 09.01. On the basis of such evaluation a list of the responsive Bids will be drawn up. The Financial Bids of only those Bidders who qualify in the evaluation of the Technical Bids will be considered.
- 18.05 The Publication Division, NCERT shall inform the Bidders, whose Technical Bids are found responsive, of the date, time and place of opening of the Financial Bids. The Bidders so informed, or their representative(s), may attend the meeting of opening of Financial Bids.
- 18.06 At the time of the opening of the 'Financial Bid', the names of the Bidders whose Bids were found responsive in accordance with Clause 20 will be announced. The Financial Bids of only those Bidders will be opened who would be evaluated technically qualified. The responsive Bidders' names, the Bid prices, the total amount of each Bid, and such other details as Publication Division, NCERT may consider appropriate will be announced by the Publication Division, NCERT at the time of Financial Bid opening. Any Bid Price that is not read out and recorded will not be taken into account in Bid Evaluation.
- 18.07 The Publication Division, NCERT shall prepare the minutes of the opening of the Financial Bids.

#### **19. Clarification of Bids and Contacting the NCERT**

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

for the NCERT's action.

Adar Shyl Simpson M. B. Rohit  
Laxi Reena 13 Neha 13 W 13

## 23. Notification of Award

- 23.01 Prior to the expiration of the period of Bid Validity, the NCERT will notify the successful Bidder(s) in writing by registered letter AD or email that his/her Bid has been accepted.
- 23.02 The notification of award will constitute the formation of the contract.
- 23.03 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 25, the NCERT will promptly notify each unsuccessful Bidder.

## 24. Signing of Contract

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

## 25. Performance Security

- 25.01 Within 7 (seven) days of the receipt of notification of award, the successful Bidder shall furnish the Performance Security in accordance with Clause 10 of the Conditions of Contract (Section-X), as per the form of Bank Guarantee for **Performance Security provided in Section XII for a period remains valid for six months beyond the date of completion of all contractual obligations.**
- 25.02 Failure on the part of the successful Bidder to comply with the requirement of Clause 26 to 28 shall constitute sufficient grounds for annulment of the award, in which event the NCERT may make the award to the next lowest Evaluated Bidder or call for new Bids.

## 26. 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.

## 27. Delivery Period

Delivery Period must be equal to or less than the period mentioned in Section-VII.

## 28. Corrupt or Fraudulent Practices

- a. NCERT requires the Bidders to strictly observe the laws against fraud and corruption in force in India, namely, the Prevention of Corruption Act, 1988.
- b. In accordance to CVC guidelines issued from time to time the standard operating procedure for adoption of integrity pact should be followed in order to insure transparency, equity and competitiveness in public procurement. NCERT-specific Integrity Pact & Agreement provided in SECTION – XV of Tender Document shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed Integrity Pact & Agreement along with bid.

- c. Canvassing in any form by the bidder will render them disqualified from participating in the bid.
- d. NCERT reserves the right to cancel the bid in whole or any part thereof at any point of time before awarding the contract without assigning any reason thereof and it will be binding on the bidder(s).

## 29. Price Variation Clause:

The contracted rates shall remain operative throughout the contract period except for variation in Diesel prices, which the Council on contractor's request will increase/decrease only if price variation minimum exceeds +/- 3% (in Delhi). The agreed transportation rates are deemed to consist of the following cost components:

|                                         |   |     |
|-----------------------------------------|---|-----|
| - Diesel                                | : | 40% |
| - Driver/Labour/Maintenance/Margin etc. | : | 60% |

Accordingly, only the Diesel component shall be subject to escalation/de-escalation, as per the following formula:

**Revised Freight Rate = Base Freight Rate X {1 + [0.40 X (New Diesel Price – Base Diesel Price)/Base Diesel Price]}**

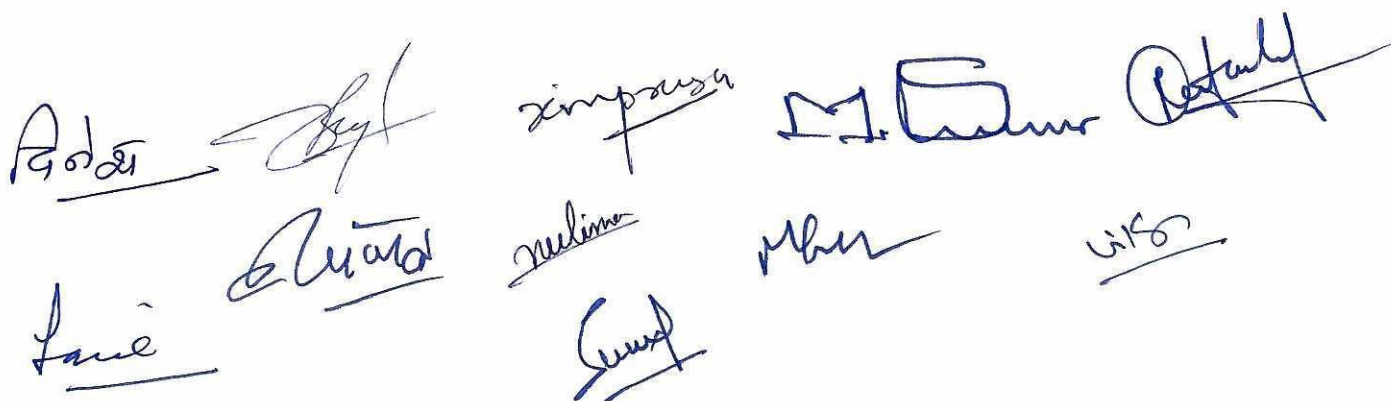
Where:

Base Freight Rate = The rate at which contract was awarded

New Diesel Price = ₹/litre after +/- 3% variation

Base Diesel Price = ₹/litre on the date of opening of Financial Bid

The transporters/firms/successful bidders must submit supporting price notifications or authenticated records along with invoices for claiming escalation. However, in case of decrease in Diesel price, the Council will revise (decrease) the rates on its own as per the above calculations.



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

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

| Clause No. | Items                                                                                                                                                                                                                                                                                                                                                                      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 05         | <p><i>Pre-bid meeting:</i></p> <p><b>Date:</b> ..... <b>Time:</b> .....</p> <p><i>Venue:</i> Publication Division, NCERT, Sri Aurobindo Marg, New Delhi – 110 016</p>                                                                                                                                                                                                      |
| 05         | <p><i>Address of NCERT:</i></p> <p>Head, Publication Division<br/> <b>National Council of Educational Research &amp; Training</b><br/> Room No. 101, Dr. B.R. Ambedkar Block,<br/> Sri Aurobindo Marg,<br/> <br/> <b>NEW DELHI 110 016</b></p> <p><i>Telephone:</i> 26592347, 26592333, 26592346</p> <p><i>Email id:</i> adm.pub.ncert@gmail.com &amp; pd.ncert@nic.in</p> |
| 09.01      | Any other documents required:                                                                                                                                                                                                                                                                                                                                              |
| 15.01      | The Bid validity period shall be 120 days after the date of Bid opening                                                                                                                                                                                                                                                                                                    |
| 17.01      | Last Date and time of uploading of Bids ..... <b>at 3:00 p.m.</b>                                                                                                                                                                                                                                                                                                          |
| 19.02      | <p><i>The date and time of opening the Technical bids are :</i></p> <p><b>Date:</b> ..... <b>Time:</b> 3:30 p.m.</p> <p><i>The bid opening shall take place at:</i></p> <p>Publication Division<br/> NCERT, Sri Aurobindo Marg,<br/> New Delhi 110 016</p>                                                                                                                 |

*W/107*



## SECTION VI

### I. LIST OF THE SELF-ATTESTED DOCUMENTS TO BE SCANNED AND UPLOADED AT CPP PORTAL IN COVER 1 (TECHNICAL BID):

- a) Documents should be signed by the proprietor (i.e. in case of proprietorship the proprietor should be the signatory himself/herself) or by authorize signatory in other cases.
- b) Bid submission form (Section VIII) duly signed by the proprietor/authorized signatory.
- c) An undertaking on the letterhead of the firm duly signed by the authorized signatory stating that the firm has adequate arrangement of labourers for loading and unloading trucks and has sufficient number of tarpaulins for each truck to cover the packages of books along with the accessory requirement like planks to serve as ladder.
- d) A copy of the PAN card of the company or the proprietor (in case of proprietary firm).
- e) A copy of GST registration number.
- f) Copies of audited Annual Account comprising of Trading Account, Profit and Loss Account and the Balance Sheet of last three financial years (2022-23, 2023-24 & 2024-25) which should indicate the turnover not less than Rs. 5,00,00,000/- (Rupees five crore) per annum duly attested by the Chartered Accountant.
- g) A copy of proof for bonafide firm having at least last three financial years' experience in transportation (2022-23, 2023-24 & 2024-25).
- h) Certified copies of the ITR for last three financial years (2022-23, 2023-24 & 2024-25).
- i) An affidavit on a non-judicial stamp paper of ₹100/- duly attested by notary public should be submitted with the following undertakings: -
  - A. That the transporter/firm/bidder has not been blacklisted by any of the Central Govt./State Govt./PSUs including any organization under the control of Central/State govt. during last 03 years.
  - B. That he/she has read and understood all the terms & conditions of the tender document and the tender conditions are acceptable to them without any pre-conditions.
  - C. All the information furnished in the bidding document is true and correct to the best of his/her knowledge/belief **and if any information furnished by the bidder is found to be false/incorrect at any point of time during the currency of contract, the same shall stand terminated.**
- j) Duly Signed Integrity Pact & Agreement

### II. COVER 2 : FINANCIAL BID TO BE UPLOADED ON THE PORTAL .

*5/8*



- To ensure that there is no leftover quantity the Transporters/Firms/Bidders may lift paper in trucks of higher capacity for this the Transporters/Firms/Bidders will be paid on pro-rata basis.

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

Vik

| S. No. | Particulars                                                                                                                                                                                                                                                                                                                                             | Details                                                                        |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 1.     | Name of bidder                                                                                                                                                                                                                                                                                                                                          |                                                                                |
| 2.     | Full Address and contact no. of bidder                                                                                                                                                                                                                                                                                                                  |                                                                                |
| 3.     | Email address of bidder                                                                                                                                                                                                                                                                                                                                 |                                                                                |
| 4.     | <p>Composition of Bidding firm:<br/> <i>Indicate names, addresses, of karta all partners/directors/ proprietors/</i></p> <ol style="list-style-type: none"> <li>1. Hindu Undivided Family business</li> <li>2. Proprietorship firm</li> <li>3. Registered Partnership</li> <li>4. Private limited company</li> <li>5. Public limited company</li> </ol> | (Certify that there are no undisclosed karta partners/ directors/ proprietors) |
| 5.     | PAN & GST no. of Bidding Firm                                                                                                                                                                                                                                                                                                                           |                                                                                |
| 6.     | <p><b>Fleet Size:</b> (Total No. of trucks of 9MT/15MT/25MT) <i>(Bidder must clearly indicate the total size of his fleet of trucks indicating truck no. / Chassis no., etc. maximum load bearing capacity of the trucks with or without national permit.)</i></p>                                                                                      |                                                                                |

**7. Work experience in transport business.**

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

| S. No | Name of Client served | Contract period | Product handled | Volume in MT | Value of contract executed (Rs) |
|-------|-----------------------|-----------------|-----------------|--------------|---------------------------------|
|       |                       |                 |                 |              |                                 |

**Note:** Enclose experience certificate in the name of bidders issued by the concerned Government Deptt./ PSU/ Public or Private Limited Company.

*[Handwritten signatures and initials]*

**Fleet size:** Bidder must clearly indicate the total size of his fleet of trucks indicating Truck No. / Chassis No., etc. maximum load bearing capacity of the trucks with or without National Permit.

| S. No. | Truck No | Chassis No | Weight when empty | Maximum load (MT) | With/without national permit | National Permit License |
|--------|----------|------------|-------------------|-------------------|------------------------------|-------------------------|
| 1.     |          |            |                   |                   |                              |                         |
| 2.     |          |            |                   |                   |                              |                         |
| 3.     |          |            |                   |                   |                              |                         |
| 4.     |          |            |                   |                   |                              |                         |
| 5.     |          |            |                   |                   |                              |                         |
| 6.     |          |            |                   |                   |                              |                         |
| 7.     |          |            |                   |                   |                              |                         |
| 8.     |          |            |                   |                   |                              |                         |
| 9.     |          |            |                   |                   |                              |                         |
| 10.    |          |            |                   |                   |                              |                         |

**Give below the list of Partners/ Directors**

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

8. The bidder has at least three years of experience. .... (please mention **Yes/No**)

9. The bidder has sufficient number of labourers/drivers and they are provided social security measures in accordance with the qualification criteria/conditions of contract ..... (please mention **Yes/No**)

10. The bidder has sufficient number of tarpaulins in accordance with the qualification criteria Section V Clause 3. .... (Please mention **Yes/No**)

**I hereby declare that my firm has not been blacklisted by any Central Govt./State Govt/PSUs including any organization under control of Central/State Govt. during last 03 years. All the information submitted above are true and correct to the best of my knowledge.**

Date .....

**Signature and Seal  
of Authorized Signatory**

Place .....

## SECTION-IX

### PRICE SCHEDULE

**(Financial Bid) (Cover-II) (online only)**

Name of the firm

Full Postal address

Telephone No.(s)E-mail Address

Contact Person: Name

Mobile No.

Tel. No.

#### Outstation Destination

| S. No. | From      | To                    | Truck Capacity    | Delivery Period Prescribed | Rates for 9 MTs (All inclusive)<br>(Rs.) | Rates for 15 MTs (All inclusive)<br>(Rs.) | Rates for 25 MTs (All inclusive)<br>(Rs.) |
|--------|-----------|-----------------------|-------------------|----------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------|
| 1      | NCR Delhi | Ahmedabad             | 9MTs/15MTs/25 MTs | 05 Days                    |                                          |                                           |                                           |
| 2      | NCR Delhi | Bengaluru             | 9MTs/15MTs/25 MTs | 11 Days                    |                                          |                                           |                                           |
| 3      | NCR Delhi | Bhopal                | 9MTs/15MTs/25 MTs | 04 Days                    |                                          |                                           |                                           |
| 4      | NCR Delhi | Bhubaneshwar          | 9MTs/15MTs/25 MTs | 07 Days                    |                                          |                                           |                                           |
| 5      | NCR Delhi | Chennai               | 9MTs/15MTs/25 MTs | 07 Days                    |                                          |                                           |                                           |
| 6      | NCR Delhi | Gandhi Nagar, Gujarat | 9MTs/15MTs/25 MTs | 05 Days                    |                                          |                                           |                                           |
| 7      | NCR Delhi | Guwahati              | 9MTs/15MTs/25 MTs | 13 Days                    |                                          |                                           |                                           |
| 8      | NCR Delhi | Hyderabad             | 9MTs/15MTs/25 MTs | 06 Days                    |                                          |                                           |                                           |
| 9      | NCR Delhi | Jaipur                | 9MTs/15MTs/25 MTs | 01 Day                     |                                          |                                           |                                           |
| 10     | NCR Delhi | Jalandhar             | 9MTs/15MTs/25 MTs | 04 Days                    |                                          |                                           |                                           |
| 11     | NCR Delhi | Jhajjar               | 9MTs/15MTs/25 MTs | 03 Days                    |                                          |                                           |                                           |
| 12     | NCR Delhi | Jhansi                | 9MTs/15MTs/25 MTs | 04 Days                    |                                          |                                           |                                           |
| 13     | NCR Delhi | Kanpur                | 9MTs/15MTs/25 MTs | 03 Days                    |                                          |                                           |                                           |
| 14     | NCR Delhi | Karnal                | 9MTs/15MTs/25 MTs | 01 Day                     |                                          |                                           |                                           |
| 15     | NCR Delhi | Kohlapur              | 9MTs/15MTs/25 MTs | 07 Days                    |                                          |                                           |                                           |
| 16     | NCR Delhi | Kolkata               | 9MTs/15MTs/25 MTs | 09 Days                    |                                          |                                           |                                           |
| 17     | NCR Delhi | Lucknow               | 9MTs/15MTs/25 MTs | 03 Days                    |                                          |                                           |                                           |
| 18     | NCR Delhi | Manipal               | 9MTs/15MTs/25 MTs | 07 Days                    |                                          |                                           |                                           |
| 19     | NCR Delhi | Mathura               | 9MTs/15MTs/25 MTs | 02 Days                    |                                          |                                           |                                           |
| 20     | NCR Delhi | Meerut                | 9MTs/15MTs/25 MTs | 01 Day                     |                                          |                                           |                                           |
| 21     | NCR Delhi | Muzaffarnagar         | 9MTs/15MTs/25 MTs | 01 Day                     |                                          |                                           |                                           |
| 22     | NCR Delhi | Palghar               | 9MTs/15MTs/25 MTs | 07 Days                    |                                          |                                           |                                           |
| 23     | NCR Delhi | Patna                 | 9MTs/15MTs/25 MTs | 05 Days                    |                                          |                                           |                                           |
| 24     | NCR Delhi | Prayagraj             | 9MTs/15MTs/25 MTs | 04 Days                    |                                          |                                           |                                           |
| 25     | NCR Delhi | Raigarh               | 9MTs/15MTs/25 MTs | 07 Days                    |                                          |                                           |                                           |
| 26     | NCR Delhi | Raipur                | 9MTs/15MTs/25 MTs | 07 Days                    |                                          |                                           |                                           |
| 27     | NCR Delhi | Saharanpur            | 9MTs/15MTs/25 MTs | 02 Days                    |                                          |                                           |                                           |
| 28     | NCR Delhi | Sivakasi (TN)         | 9MTs/15MTs/25 MTs | 12 Days                    |                                          |                                           |                                           |
| 29     | NCR Delhi | Surat                 | 9MTs/15MTs/25 MTs | 05 Days                    |                                          |                                           |                                           |
| 30     | NCR Delhi | Varanasi              | 9MTs/15MTs/25 MTs | 04 Days                    |                                          |                                           |                                           |
| 31     | NCR Delhi | Vasai                 | 9MTs/15MTs/25 MTs | 04 Days                    |                                          |                                           |                                           |

#### READ CAREFULLY (Price Bid in BoQ\_XXXX.xls)

A standard BoQ format has been provided with the E-tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their rate quotations in the format provided and no other format is acceptable. Bidders are required to download the BoQ file and enter their financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the Bid Id and the date & time of submission of the bid with all other relevant details. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



## SECTION X

### CONDITIONS OF CONTRACT

#### 01. Definitions

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

- a) The "bundle/packet" means a collection of books or quantity of printing paper tied together.
- b) "The contract" means the agreement entered into between the NCERT and the successful bidder(s), as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- d) "Contract Price" means the price payable to the successful bidder(s) as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- e) "Day" means a calendar day.
- f) "Delivery period" means the time taken in transporting the goods between different destinations. It excludes the day of loading of the goods in the truck and includes the day of reporting for delivery at the destination point.
- g) "COC" means the Conditions of Contract.
- h) "Goods" means all of textbooks, publications and printing paper and pulp board that the Transporter is required to transport to NCERT's godowns and other destinations in the country under the Contract.
- i) The term 'Godown' shall mean and include depots, godowns already belonging to or in occupation of the NCERT or may hereafter be constructed or acquired or occupied or hired by it at any time during the currency of the contract.
- j) The term 'truck' wherever mentioned shall mean mechanically driven vehicles such as Lorries and shall exclude animal driven vehicles.
- k) The "NCERT" means the National Council of Educational Research and Training, New Delhi and includes its successor and assignees,
- l) "Related Services" and "Services" mean services ancillary to the transport of the textbooks, publication and printing papers, such as loading and unloading, providing labourers, tarpaulins and ladders etc. for trucks any other incidental services and other obligations of transportation covered under the contract;
- m) "Transporter/Firm/Bidder" means the natural person, proprietor, partnership, Hindu undivided family, private and public limited company or a combination of the above whose Bid to perform the Contract has been accepted by the NCERT and is named as such in the Contract Agreement.
- n) National Capital Region/NCR means New Delhi, Delhi, Noida, Sahibabad Faridabad, Sonipat, Ghaziabad, Gurugram (or) any other destinations to be included from time to time within the NCR.
- o) As far as the outstation transport is concerned, the transporter/firm/successful bidder (s) should provide atleast five trucks in a day at short notice by the office acting on behalf of Head, Publication Division. Any failure of such on the part of the transporter/firm/successful bidder (s) will lead to cancellation of the contract and their security deposit shall be forfeited besides black listing the transporter/firm/successful bidder (s).



[illegible]

## 06. Subletting

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

## 07. Relationship with Third Parties

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

## 08. Liability for Personnel

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

## 09. Period of Contract

The contract shall initially be for a period of one year which can be extended further on yearly basis upto a maximum period of 03 years on mutual consent and satisfactory performance.

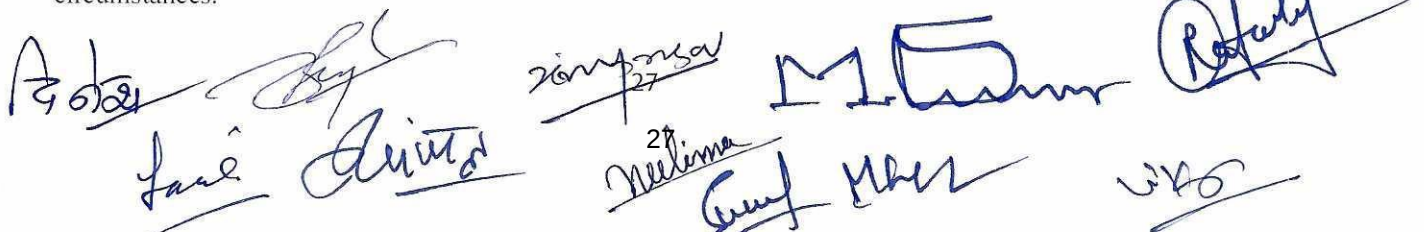
## 10. Performance Security

- 10.01 The transporter/firm/successful bidder (s) will have to furnish a Performance Security Deposit in the form of Bank Guarantee @ **Rs. 33,000/-** per item (i.e., per station-per category of truck) in respect of the items awarded to them within 07 days of award of contract.
- 10.02 The performance security deposit shall have to be remains valid for six months beyond the date of completion of all contractual obligations.
- 10.03 If the Transporter/Firm/Successful Bidder had previously held any contract and furnished security deposit, the same shall not be adjusted against this contract and a fresh security deposit will be required to be furnished.

- 10.04 The proceeds of the Performance Security shall be payable to the NCERT as compensation for any loss resulting from the Transporter's failure to complete his/her obligations under the contract
- 10.05 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee from a Commercial Bank in the prescribed proforma given in Section XII issued by any of the Scheduled Bank.
- 10.06. The Performance Security will be refunded to the Transporter/Firm/Successful Bidder on due and satisfactory performance of the services and on completion of all obligations by the Transporter/Firm/Successful Bidder under the terms of the contract and on submission of a No Demand Certificate, subject to such deduction from the security as may be necessary for making up of the NCERT's claims against the contract.

## 11. Providing of Trucks, Loading, Unloading and Stacking

- 11.01 The Head, Publication Division or an officer acting on his behalf will inform the transporter in advance, the number of trucks required for transporting the goods, the time and place where the trucks should report for loading and the destinations to which the goods would be transported. In special cases, NCERT may require the Transporter to arrange trucks/transportation at short notice and the transporter shall be bound to comply with such requisitions.
- 11.02 The Transporter/Firm/Successful Bidder shall remove the books and printing paper from the stack inside the godowns, carry them physically by hand trolleys and stack the books and printing paper into trucks in a countable position. No extra remuneration on any account for stacking and for use of the means of carriage for loading into trucks shall be paid.
- 11.03 The Transporter/Firm/Successful Bidder shall take care not to mix bundles/packages of different books titles. He should also ensure that printing paper of different sizes and qualities not mixed up. No trans-shipment is permissible in between the loading and unloading point (i.e. the starting point and the destination). In case there is any local traffic restriction, the transport agency is required to inform NCERT in advance with supporting document from the respective local traffic authority.
- 11.04 The Transporter/Firm/Successful Bidder shall provide trucks at the earliest possible, but in no case later than 72 hours from the receipt of the request communicated through phone, SMS, email, or issuance of challans/TM/Bills. In the event of failure to provide trucks within the stipulated time, NCERT shall be entitled to arrange trucks from alternative sources, and any difference in rates incurred by NCERT shall be borne by the Transporter/Firm/Successful Bidder.
- 11.05 The Transporter/Firm/Successful Bidder shall provide their own planks to serve as ladders for the purpose of loading/unloading into/from trucks for stacking.
- 11.06 The Transporter/Firm/Successful Bidder shall provide sufficient number of tarpaulins for each truck to protect the bundles/packages of books and printing paper etc. from rains and inclement weather. The transporter shall be responsible for any damage to goods, when the goods are in the Transporter's custody.
- 11.07 The Transporter/Firm/Successful Bidder shall ensure that their workers do not use hooks for handling bundles/packages.
- 11.08 The transporter/firm/successful bidder shall take adequate steps and necessary precautions to ensure that there is no wastage and damage to the books and printing paper etc., during the loading/unloading of trucks at the Godowns or any other loading/unloading point.
- 11.09 At destination, the transporter/firm/successful bidder shall arrange for (i) unloading the books and printing paper etc. from the trucks, (ii) carrying the bundles/packages into the godown (iii) and stacking the bundles/packages in godowns up to the required height. No extra remuneration shall be paid for such unloading/ carrying and stacking.
- 11.10 The Transporter/Firm/Successful Bidder shall display prominently on the trucks two or more sign-boards as prescribed by the NCERT painted in black and in white indicating that the stocks carried therein belong to NCERT. Trucks carrying NCERT goods shall not transport any material other than NCERT material. No extra remuneration, whatsoever will be payable for displaying such sign-boards.
- 11.11 Once the loading/unloading of the truck starts, the work will not be stopped or interrupted until completed.
- 11.12 Prior permission will have to be obtained in case trans-shipment is necessary due to unavoidable circumstances.


  
 27/05/2026

## 12. Delivery and Documents

- 12.01 The Transporter/Firm/Successful Bidder shall be responsible for issuing a consignment note of all bundles/packets entrusted to him/her for carrying and for handing over at the scheduled destinations. The Transporter/Firm/Successful Bidder shall also collect an acknowledgement after the delivery of consignment and submit the acknowledgement to Head, Publication Division in proof of safe and sound delivery at the destination.
- 12.02 The Transporter/Firm/Successful Bidder shall strictly abide by all rules and regulations of the Police and Municipal/ City Corporation authorities in their operational areas.
- 12.03 The Transporter/Firm/Successful Bidder shall be responsible for the safety of the goods while in transit in their trucks and for delivery of quantity dispatched from the Godowns to the destination or to the recipients to whom the consignment of books/paper is required to be transported. The transporter/firm/successful bidder shall deliver the exact number of bundles/packets and the weight of books and printing paper, etc received by them and loaded on their trucks. The transporter/firm/successful bidder shall be liable to make good the value of any shortage, wastage, loss or damage to the goods in transit at the price value of books, and the consignment value of paper. The decision of the NCERT as regards the value of goods short supplied, wasted, lost or damaged shall be final and binding upon the Transporter/Firm/Successful Bidder, and shall not be questioned or subject to arbitration.
- 12.04 The Transporter/Firm/Successful Bidder shall be responsible for keeping a complete and accurate account of all supplies of books and printing paper etc., received by him/her from the NCERT.
- 12.05 The Transporter/Firm/Successful Bidder shall deliver the goods at the destinations within the period laid down in Section VII Schedule of Requirement. Failing to deliver the goods within the delivery period prescribed would empower NCERT to penalize the transporter by imposing penalty @ 2% of the contract price per truck (of that destinations).

## 13. Insurance

- 13.01 The Goods to be transported under the contract shall be fully insured by the transporter/firm/successful bidder at their own cost.
- 13.02 The NCERT will not pay separately for any transit insurance and the transporter/firm/successful bidder 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 the event of any loss, damage, mishap during the transit of the Stores, the transporter/firm/successful bidder shall at their own are to deal for lodgement of claim and take up the matter with the concerned authorities/agencies for its settlement and the Council will not be a party in this connection.

## 14. Incidental Services

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

## 15. Terms of Payment

- 15.01 100% (Hundred percent) of the payment will be released within 45 days on furnishing:
- Acknowledgement of Receipt of the consignment by the printer or RPDC on the pink and green (Transporter) Challan of the consignment issued by the NCERT.
  - Transportation claims (bill) in triplicate.
  - Copy of the transfer memo.
- 15.02 The transporter/firm/successful bidder has to submit the Challan duly signed by the printer to NCERT to the very next day.
- 15.03 The Transporter/Firm/Successful Bidder should submit all their bills not later than two months from the date of expiry of the contract for the refund of the security deposit. The Transporter/Firm/Successful Bidder will submit their bills bi-monthly/monthly.
- 15.04 E-way bill should be generated by the transporter if required.

**16. Assignment**

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

**17. Delays in the Transporter's Performance**

- 17.01 Delivery of the Goods and performance of the Services shall be made by the Transporter/Firm/Successful Bidder in accordance with the time schedule specified in Section VII, Schedule of Requirements.
- 17.02 Any delay by the Transporter in the performance of its delivery obligations shall render the Transporter/Firm/Successful Bidder liable to any or all of the following sanctions:

- ☐ Forfeiture of its Performance Security,
- ☐ Imposition of Liquidated Damages and/or
- ☐ Termination of the Contract for defaults

- 17.03 If at any time during performance of the contract, the Transporter/Firm/Successful Bidder encounter conditions impeding timely delivery of the Goods, the Transporter/Firm/Successful Bidder shall promptly notify the NCERT in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Transporters notice, the NCERT shall evaluate the situation and may, at its discretion, extend the Transporter's time for performance with or without liquidated damages. Extension of time will not be claimed as a matter of right and will be subject to the sole discretion of NCERT.

**18. Recoveries and Liquidated Damages**

- 18.01 The Transporter/Firm/Successful Bidder shall be liable for all costs, damages, charges and expenses suffered or incurred by the NCERT due to the Transporter's, negligence and un-workman like performance of any service under this Contract and for all damages or losses occasioned to the NCERT or in particular to any property belonging to the NCERT due to any act whether negligent or otherwise of the Transporter/Firm/Successful Bidder or its employees.
- 18.02 The delivery period shall be the essence of the contract. If the transporter fails to deliver the goods at destinations within the delivery period prescribed in the contract, NCERT shall without prejudice to its other remedies deduct liquidated damages from the contract price for the destination by way of penalty. This is an agreed genuine pre-estimate of the damages duly agreed by the parties. Recovery from the transporter/firm/successful bidder as agreed liquidated damages will be calculated @ 2% of the contract price for the trip for each day of delay subject to the maximum of 10% of the contract price of the trip. The decision of the Council in this regard shall be final and binding upon the Transporter/Firm/Successful Bidder and shall not be subject to arbitration.
- 18.03 In the event of default on the part of the Transporter/Firm/Successful Bidder in providing labour, and/or his/her failure to satisfactorily fulfill other contractual obligations mentioned in the Bidding Document/Contract efficiently the Head, Publication Division or any officer acting on his behalf, shall without prejudice to other rights and remedies under this contract, have the right to recover by way of compensation/liquidated damages from the Transporter/Firm/Successful Bidder as the Head, Publication Division in his absolute discretion may determine subject to the total compensation/liquidated damages during the contract not exceeding 5% of the contract price. The decision of the Head, Publication Division on the question of transporter's default or failure to perform services efficiently and his/her liability to pay compensation/liquidated damages shall be final and binding on the Transporter/Firm/Successful Bidder.
- 18.04 Any sum of money due and payable to the Transporter/Firm/Successful Bidder (including security deposit returnable to them) under this contract may be appropriated by the NCERT and set off against out any

*Adar* *Ray* *29* *29* *29* *29* *29* *29*

*fair* *Gur* *Elia* *meelime* *Man* *Raj* *VK*

claim of the NCERT for the payment of any sum of money arising out of this or under any other contract made by the Transporter/Firm/Successful Bidder with the NCERT.

## 19. Termination for Default

- 19.01 The NCERT may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Transporter/Firm/Successful Bidder, terminate the contract in whole or part:
- (a) If the Transporter/Firm/Successful Bidder fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or within any extension thereof granted by the NCERT ; or
  - (b) If the Transporter/Firm/Successful Bidder fails to perform any other obligation(s) under the contract, or
  - (c) If the Transporter/Firm/Successful Bidder, in the judgment of the NCERT, has engaged in fraudulent in executing the Contract.
- 19.02 In the event that NCERT terminates the contract in whole or in part, pursuant to Clause 19.01, the NCERT may procure upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Transporter/Firm/Successful Bidder shall be liable to the NCERT for any excess costs for such similar Goods or Services. However, the Transporter/Firm/Successful Bidder shall continue the performance of the contract to the extent not terminated.

## 20. Payment upon Termination

- 20.01 In the event of termination of the contract envisaged in Clause-19.01, the Head, Publication Division, shall have the rights to forfeit the entire or part of the amount of security deposit lodged by the Transporter/Firm/Successful Bidder or to appropriate the security deposit or any part, thereof in or towards the satisfaction of any sum due to the claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by the NCERT.
- 20.02 In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case shall be deducted from any sum then due or which at any time thereafter may become due to the Transporter/Firm/Successful Bidder under this or any other contract with the NCERT. Should that sum also be not sufficient to cover the full amount recoverable the Transporter/Firm/Successful Bidder shall pay the remaining balance due to the NCERT on demand.

## 21. Force Majeure

- 21.01 Notwithstanding the provisions of Clauses 16, 17 and 18 the Transporter/Firm/Successful Bidder shall not be liable for forfeiture of Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 21.02 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Transporter/Firm/Successful Bidder and not involving the Transporter's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the NCERT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 21.03 If a Force Majeure situation arises, the Transporter/Firm/Successful Bidder shall promptly notify the NCERT in writing of such conditions and the cause thereof. Unless otherwise directed by the NCERT in writing, the Transporter/Firm/Successful Bidder 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. **However decision of Director, NCERT on the existence of any of the conditions of "Force Majeure" shall be final.**

## 22. Termination for Insolvency

The NCERT may at any time terminate the contract by giving written notice to the Transporter/Firm/Successful Bidder, if the Transporter/Firm/Successful Bidder becomes bankrupt or

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

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

24.02 If, after thirty (30) days from the commencement of such informal negotiations, the NCERT and the Transporter/Firm/Successful Bidder 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.

24.03 The dispute resolution mechanism to be applied shall be as follows:

(a) A dispute or difference arising between the NCERT and transporter/firm/successful bidder(s) relating to any matter arising out of or connected with the contract save those covered under provision of Clauses 12.03 and 18.02 which shall be treated as “excepted clauses”, such dispute or differences shall be referred to sole arbitration under the rules and regulation and through the India International Arbitration Centre, Plot No. 6, Vasant Kunj Institutional Area, New Delhi- 110 070. The award of the Arbitrator shall be final and binding on the parties to the contract.

(b) The Indian Conciliation and Arbitration Act, 1996, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

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

**24.05 Arbitration will be conducted only as per the Arbitration and Conciliation Act, 1996 and the rules made thereunder and not under any other law.**

In the event contract is awarded to MSME, then in that case the Arbitration has to be conducted u/s 18(4) of MSMED Act 2006. (as held by Hon'ble Supreme Court is SLP (C) No. 12884/2020 Gujarat State Civil Supplies Corporation Vs. Mahakali Foods Pvt. Ltd. Dated 31-10-2022).

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

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.

The Transporter/Firm/Successful Bidder shall be entirely responsible for all taxes, Green tax, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods at the destination. However, GST under Reverse Charge Mechanism will be remitted by the Council at the rate amended from time to time.

Alder      [Signature]

Fane    Sunif    Leitar

[Signature]    31 Simpson    M. E. [Signature]    Rutland

Meelma    31    [Signature]    Liles

**28. Road permit**

The road permit/E-way bill will be generated by NCERT as well as by the transporter/firm/successful bidder to the concerned for facilitating the delivery of goods wherever applicable.

**29. E-way bill**

Compliance of generation of e-way bill (if any) governed under the provisions of latest guidelines/notifications of Govt. of India from time to time.

**30. Contract Amendments**

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

**31. Assignment**

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.

**32. Anti-Cartelization Clause for Tender Document:**

In the event that any bidder or group of bidders is found to have engaged in cartelization, bid rigging, collusive bidding, or any concerted anti-competitive practice with the object of unduly influencing the tendering process initiated by the National Council of Educational Research and Training (NCERT), such conduct shall be treated as a serious breach of public trust and a violation of the fundamental principles of open and fair competition.

Upon detection or reasonable suspicion of such conduct, NCERT reserves the absolute right to:

- (a) Cancel the entire tender process, without assigning any reason;
- (b) Disqualify all such bidders, individually or jointly, from participation in the present and future tendering processes of NCERT for a period as deemed appropriate;
- (c) Report such conduct to the Competition Commission of India (CCI) under the Competition Act, 2002, for investigation and prosecution; and
- (d) Claim liquidated damages in the form of financial compensation amounting to 100% of the total value of the bid submitted by the defaulting party or parties, without prejudice to any other legal remedies available under civil or criminal law.
- (e) This Clause shall apply irrespective of whether the cartelization is discovered before or after the award of the contract. The amount of 100% shall be recoverable as a pre-estimated and agreed measure of damages suffered by NCERT due to the distortion of the competitive bidding process.

**33. Details of IEMs:**

All the tenders of Tender Value of more than Rs. 01 crore requires the details of Independent External Monitors (IEMs) to be included in the Tender Document. The CVC nominated IEMs for NCERT are as follows:

(i) Sh. Rakesh Sehgal  
E-mail : rsehgal59@gmail.com

(ii) Smt. Madhu Sharma  
E-mail : madhusharma.blr@gmail.com



## SECTION XI

### CONTRACT FORM

THIS AGREEMENT made the ..... day of ....., 2026 between National Council of Educational Research and Training (hereinafter called "the NCERT") of the one part and ..... (Name of Transporter) of ..... (address) ..... (hereinafter called "the Transporter") of the other part.

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

| Sl. No. | From | To | Rates in Rs. (All inclusive) |      |      |
|---------|------|----|------------------------------|------|------|
|         |      |    | 9MT                          | 15MT | 25MT |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |
|         |      |    |                              |      |      |

(Contract Price in Words and Figures, hereinafter called "the Contract Price")

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Secretary, NCERT  
Sri Aurobindo Marg, New Delhi- 110016

Signature of Authorized Signatory  
of bidder with seal of the firm

## **SECTION XII**

### **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 ₹.....(Rupees.....) 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 ₹..... (Rupees.....) and the Guarantee shall remain in force up to..... and cannot be invoked or served otherwise than by a written demand or claim under this guarantee served on the bank on or before ..... 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 ₹..... (Rupees.. ..... only)

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

3. We undertake to pay to the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by the transporter/firm 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 transporter/firm shall have no claim against us for making such payment.

*Handwritten signature*

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.

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

#### NOTWITHSTANDING ANY THING CONTAINED HEREIN

a) The liability of the surety under this bank guarantee shall not exceed ₹ \_\_\_\_\_ (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 name, address & Seal)

*Adar*  
*[Signature]*  
*[Signature]*  
*Lare*  
*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

## SECTION XIII

### NOTIFICATION OF AWARD

[Letter head of the NCERT]

Date.....

To

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

.....

.....

Dear Sir or Madam,

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

| From | To | Delivery Period | Truck Capacity | Rate (in ₹) |
|------|----|-----------------|----------------|-------------|
|      |    |                 |                |             |

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

Yours faithfully

Name and title of the Authorised  
Signatory

Along with condition of contract



**SECTION XIV****CHECKLIST TO BE FILLED BY BIDDERS**

**List of Documents to be uploaded on CPP Portal in Cover-1 (Technical Bid)  
(as mentioned in Clause 09.01 of Section III )**

Name of the Transporter \_\_\_\_\_

| S. No. | Particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | To be filled by bidder        |    |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----|
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | YES<br><br>(Mention page No.) | NO |
| 1.     | Scanned copy of proof of online remittance of EMD having the transaction reference number/UTR and the date of transaction and the amount remitted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |    |
| 2.     | Scanned copy of valid Registration with MSMEs for specific/related services, if applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |    |
| 3.     | Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |    |
| 4.     | Scanned copy of Undertaking that the Bid shall remain valid for the period specified in Section-III.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |    |
| 5.     | Scanned copy of all documents/certificates as per Qualification Criteria under Section V.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |    |
| 6.     | Scanned copy of Bid submission form under Section VIII.<br>(The financial bid [Price Schedule] should not be submitted offline/physically).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |    |
| 7.     | Scanned copy of affidavit on a non-judicial stamp paper of ₹100/- duly attested by Notary Public (Section-VI) may be submitted with the following undertakings:<br>a) That the transport firm has not been black listed by any of the Central Govt./State Govt./PSUs including any organization under control of Central/State Govt. during last 03 years<br>b) That he/she has read and understood all the terms & conditions of the tender document without any pre-conditions.<br>c) That he/she has furnished all the information in the Bidding Document are true and correct to the best of his/her knowledge and belief. |                               |    |

*Aditya* *[Signature]*

*Lance* *[Signature]*  
*[Signature]*

*Impressa*

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

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

**SECTION XV**  
**INTEGRITY PACT**

Date :

To,

The Secretary  
NCERT,  
New Delhi-110016

**Sub: Submission of Tender/Bid for inviting online bids through e-tender Transportation of Consignment of Books and Printing Paper.**

Dear Sir,

I/We acknowledge that NCERT is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT)/ Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NCERT. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, NCERT, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

**(Duly authorized signatory of the Bidder) With the Rubber Stamp Seal of the Firm**



**To be signed by the bidder and same signatory competent / authorized to Sign the relevant contract on behalf of NCERT.**

### INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....2026

### **BETWEEN**

The Secretary, NCERT, New Delhi-110016

(Herein after referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

### **AND**

(Name and Address of the Individual/firm/Company)

through ..... (herein after referred to as the

(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

### **Preamble**

WHEREAS the Principal/Owner has floated the Tender No.....

(Hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Transportation of consignment of Books and Printing Paper**".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid document and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

#### Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with

3939

*Aditya* *Cur* *San* *Aditya* *Imperson* *Mulima* *M* *Bar* *Rafael* *WAD*

equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Director/Owner as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per pro-forma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### Article 3: Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Director/Owner under law or the Contract or its established policies and laid down procedures, the Director/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner's absolute right: If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. Imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such

4141

Signature: [Handwritten signatures]

Date: 15/02

exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) **Forfeiture of Performance Guarantee/Security Deposit:**

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders from the tendering process who do not submit, the duly signed Pact between the Principal/Owner and the bidder.

along with the Tendering or violate its provisions at any stage of the Tender process, from the Tender process.

#### Article 6 - Duration of the Pact

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority of NCERT, New Delhi.

#### Article 7-Independent External Monitor

|                                |                                  |
|--------------------------------|----------------------------------|
| Sh. Rakesh Sehgal (IEM), NCERT | Smt. Madhu Sharma (IEM), NCERT   |
| Email: rsehgal59@gmail.com     | Email: madhusharma.blr@gmail.com |

1. The Director has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. They report to the Chairpersons of the Board of the Principal. The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the principle including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier with confidentiality.
3. The Director, NCERT will provide to the Monitor sufficient information about all meetings among the parties related to the tender provided such meetings could have an impact on the contractual relations between the Principle and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
4. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Director and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, a signature in the center with the number 43 above it, and a signature on the right with the number 43 above it.

in this regard submit nonbinding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the principal.

5. The Monitor will submit a written report to the Chairperson i.e., Director, NCERT within 8 to 10 weeks from the date of reference to him by the "Director" and, should the occasion arise, submit proposals for correcting problematic situations.
6. If the Monitor has reported to the Chairperson a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
7. The word 'Monitor' would include both singular and plural.

#### **Article 8- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the NCERT New Delhi of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to the original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 9-LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity

Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature, Name and Address)

2

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature, Name and Address)

Place:

Date:

*Adar Singh*  
*Lane*  
*Shiv*  
*Suraj*  
*neelima*  
*zings*  
*MB*  
*HR*  
*Raj*  
*5/6*

