

**No.F.10-15/2017-18/Allotment of Shop/Tender-2017/ C&W
National Council of Educational Research and Training
Sri Aurobindo Marg, New Delhi-110016**

E-Tender Notice

Date: 10.08.2021

The NCERT invites online bids through e-Tender on two bid system (Technical & Financial Bid) for allotment of vacant Shops & Stalls, in the NCERT Buildings, Sri Aurobindo Marg, New Delhi from the eligible firms/individual/proprietor which would be valid for a period of 180 days from the date of opening.

CRITICAL DATES

Date of Published the Tender Document	10.08.2021 at 04.00 p.m.
Bid Document download/ sale start date	11.08.2021 at 11.00 a.m.
Bid Submission Start Date	12.08.2021 at 11.00 a.m.
Last Date of Submission of Bids	03.09.2021 up to 05.00 p.m.
Bid Opening Date	06.09.2021 at 11.00 a.m.

Further details and complete reference for proposal (RFP) can be accessed from the NIC portal/Website <http://eprocure.gov.in> and e-procure/ app or www.ncert.nic.in. Further any query 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 on Toll free no. 18002337315

(R. Selvaraj)
Sr.Store Officer
011-26534138

No.F.10-15/2017-18/Allotment of Shop/Tender-2018/ C&W
National Council of Educational Research & Training
Sri Aurobindo Marg, New Delhi-110016

Dated : 10th August, 2021

Tender Notice

The National Council of Educational Research & Training (NCERT) is an autonomous body under the Ministry of HRD. The NCERT is interested in inviting e-tender for allotment of vacant shops and Stall in the Shopping Complex of NCERT, Sri Aurobindo Marg, New Delhi-110016. The interested firms/agencies may personally visit the campus at NCERT HQ to have the first hand information about the shops/stall located in our campus and submit their online bids alongwith terms and conditions, if any. The contract will initially be valid for a period of 1 year which will be extendable on year to year basis upto 5 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Council.

1. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in/eprocure/app> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.
2. All tender documents attached with this invitation to tender including the Specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/app>.
3. The Earnest money Deposit (EMD) of Rs.5,000/- (Rupees Five thousand only) shall be payable in the form of Demand draft drawn in favour of Secretary, NCERT, payable at New Delhi. Earnest Money will be refunded to unsuccessful tenders/bidders after finalization of the contract. After award of contract the contractor has to deposit 20,000/- (Rupees Twenty thousand only) **Security Money/performance security** in the shape of an account payee demand draft/bank guarantee/FDR from any of the commercial bank in an acceptable form in favour of Secretary NCERT, payable at New Delhi. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

4. The interested parties can inspect the premises between _____ to _____ on any working day from _____ to _____. They may contact Section Officer, C&W Section, NCERT on telephone No.011-26592195, during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.

5. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bid or Financial Bids will be permitted.

6. Conditional bids shall not be considered and will be rejected summarily.

7. The Technical Bid shall be opened online on the scheduled date and time at _____ at _____ a.m.

8. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.

9. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.

10. The Director, NCERT reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.

11. The tender documents can be downloaded from the website upto 5.00 P.M _____ and _____ also from www.ncert.nic.in <http://eprocure.gov.in/eprocure/app> from _____

12. Any subsequent Updates, Addendums, Corrigendum etc., if any, will be published _____ only _____ on _____ the website <http://eprocure.gov.in/eprocure/app> and www.ncert.nic.in . All bidders are required to regularly check the websites for any updates.

Sd/-
(R.Selvaraj)
Sr.Store Officer

General Information for the Bidders

1. Eligibility Conditions

1.	Required Tender Fee (In the form of DD) Rs. 500/- (Non refundable)
2.	Required Earnest Money Deposit (EMD) (In the form of DD) for Rs.5,000/-
3.	Copy of the PAN either individual or firm.
4.	Copy of Goods & Service Tax Registration certificate if any applicable.
5.	Name & Address of tenderer's Bank and his Current /Saving Account No.
6.	Name and Address of the Contact persons to whom all references shall be made by the Council
7.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document
8.	An undertaking of trade certificate must be obtained from bidder with the tender documents.
9.	An affidavit on a non-judicial stamp paper of Rs. 10/- as per Annexure -VI
10.	Tender Acceptance letter as per Annexure-II
	<u>Note:</u> Scanned photocopies duly signed by the authorized signatory of all documents from Sr. 1 to 10 above may be uploaded on the NIC website together with the technical bid.

2. Submission of Bids

The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in/eprocure/app> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

1. Technical Bid: As per Performa for Technical Bid(**Annexure-IV**) and should contain the following details :-

- a) Vendor's eligibility conditions(As per the format at **Annexure-I**)
- b) All pages of the technical bid shall be numbered, indexed and the document shall be used as final for all purposes.
- c) Scanned copy of Demand Draft of Rs. 5000/- (Five thousand only) submitted as EMD and also tender fee of Rs. 500/- (Five Hundred only) non refundable.
- d) Tender Acceptance Letter signed by bidder with seal as per

Annexure-II

- e) **Financial Bid:** Should contain Price Bid only. (As per Performa for Financial Bid) (**Annexure-III**)

2. Opening of bids:

- (i) The technical bid shall be opened online on the schedule date and time at _____ on _____.
- (ii) Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the tender opening Board/committee.

3. Validity of bid

- i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NCERT as non-responsive.
- ii) The NCERT may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- i) EMD amount will be accepted in the form of Demand Draft drawn in favour of Secretary, NCERT, New Delhi. The bid without EMD is liable to be summarily rejected.
- ii) Without prejudice to any other right of NCERT the Earnest Money Deposit may be forfeited by the NCERT:
- (a) if the Bidder withdraws his bid during the period of bid validity; or
 - (b) in case the successful Bidder refuses to sign the Agreement; or
 - (c) if the bidder fails to furnish the Performance Security.
- (iii) EMD will be refunded to the bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

5. Performance Security

After award of contract the contractor has to deposit Rs. 20,000/- **Security Money/performance security** in the shape of an account payee demand draft/bank guarantee/FDR from any of the commercial bank in an acceptable form in favour of Secretary NCERT, payable at New Delhi. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

Performance security will be discharged after completion of contractor's performance obligations under the contract. The above security deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

6. Period of Contract

The contract will be initially valid for a period of 1 year which will be extendable on year to year basis upto 5 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Council.

7. Acceptance/Termination of Bid

The NCERT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of NCERT's action.

8. Evaluation

1. NCERT shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, NCERT will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non-responsive will be rejected by the NCERT.
3. The evaluation will be based on financial offer made by the various bidders based on the total of all rates quoted and other merits of the offer.
4. Though the evaluation will be based on the highest total amount quoted in the Financial Bid and will be considered for placement of offer. The contract will be awarded to highest bidder.

9. Award of Contract

- a). The issue of a work order shall construe the intention of the NCERT to enter into contract with the successful bidder.
- b). The successful bidder shall within **15 days** of issue order, give his acceptance along with performance security and sign the contract with the NCERT.

10. Signing of Contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the NCERT shall discharge the bid security. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the bid security, in that situation the NCERT may at its discretion award the work to other bidder or call for fresh bids.

11. Relaxation/modification in tender : NCERT reserves the right to:

- Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of NCERT.
- Re-tender or modify the terms & conditions of the tender. It also reserves the rights to negotiate the rates with the bidders.
- Accept or reject any or all of the financial bids in part or in full, irrespective of their being the higher, without assigning any reasons.

12. TERMINATION OF CONTRACT, VACANT POSSESSION ETC.

- i) The Council reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason, the decision of the Council in this regard shall be final and binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than two months duration during the agreement period.
- ii) The contractor shall give two month's notice to the Licensor in case he/she intends to vacate the premises.
- iii) The contractor will on expiry of the period of the contract, peacefully and quietly hand over vacant possession of the premises to the Licensor without raising any dispute whatsoever.
- iv) The contractor shall not put up any permanent structure or make any alternations or additions in the premises without the prior consent in writing of the Licensor.
- v) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuance of the contract, before delivering possession of the premises.
- vi) In case of loss or damage caused to any of the fixtures etc. provided by the Licensor, the cost thereof shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- vii) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith.
- viii) In case of Beauty parlour shop/stall, a trade certificate must be required.
- ix) **In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/representatives or successors of the licensee shall not be entitled to claim any right over the licensed premises.**

13. Downloading of Tender document:

The tender document can be downloaded from the website <http://eprocure.gov.in/eprocure/app> from _____ to _____ upto _____ P.M and also from www.ncert.nic.in .

14. An opportunity to the dependant member of staff of NCERT may be given to all the shop/stall.

15. Statutory Obligations

a) The successful bidder/contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the shops/stall under the relevant acts and he will be responsible for all the consequences for not obtaining such licenses as required by the law from time to time and will have to submit the certified photocopy of the same to the NCERT and any other laws, rules, regulations, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.

b) The Contractor shall keep the NCERT indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which NCERT may be put to or involved as a result of Contractor's failure to fulfill any of the obligations hereunder and/or under statutes and/or any bye-laws or rules framed there under or any of them.

NCERT shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit / performance deposit of the contractor without prejudice to its any other rights under the law.

NCERT will not be liable for any act or breach or omission by the contractor in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, prosecution or awards made by Court of Law or other Govt. agencies.

In case of any accident arising out of and in the course of this agreement, NCERT will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever. The person engaged by Contractor shall be treated, as Contractor's own employees and can claim no privileges from NCERT. The sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and courteous behavior.

c) The Contractor will have to obtain general insurance against risk, fire accident for his belongings etc. and provide a copy of the same to NCERT.

d) All the taxes/levies/fee charges payable to Govt. Deptt./Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the NCERT .

16. Resolutions of Disputes

The allotment is made as per the Public Premises Act, therefore dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

Sd/-
(R.Selvaraj)
Sr.Store Officer

SPECIFICATIONS, TERMS AND CONDITIONS

1. The Firm/Company/Vendor should have a minimum experience of two years in the field of running concerned shop and stall.
2. **In case of non-eviction of shops/stalls after permitted period, the Council may take a decision to charge double rent from the Allottee with initiation of legal action as per PP Act.**
3. **The 10% rent shall be enhanced on every year. If a licensee does not pay rent on or before 10th day of the each month, a penalty of 5% per month on total outstanding is to be levied upon to Allottee.**
4. **If licensee vacates the shop/stall before permitted period/one year, the security money will be forfeited.**
5. **The bidder whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Council.**
6. **The contract will be initially valid for a period of 1 year which will be extendable on year to year basis upto 5 years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Council.**
7. **Minimum Rent/License Fee of these shops may be fixed @ Rs.2,500/- per month which will be revised from time to time.**
8. This bids should be accompanied by an Earnest Money Deposit of Rs. 5,000/- (Rupees Five thousand only) and tender cost of Rs. 500/- (Rupees Five Hundred only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Bank in an acceptable form in favour of Secretary, NCERT, New Delhi. The validity of the Bid Security shall be for a period of 180 days.
9. The successful bidder shall within **15 days** of issue order, give his acceptance, sign the contract with the NCERT along with performance security of Rs. 20,000/- in form of an Account Payee Demand Draft, Fixed Deposit Receipt (FDR) from a Commercial Bank or Bank Guarantee from a Commercial Bank in an acceptable form, in favour of Secretary, NCERT, New Delhi, payable at New Delhi. Performance Security should remain valid for 180 days beyond the date of completion of all contractual obligations. Bid Security should be returned to the successful bidder on receipt of Performance Security.

10. The licensee will not be permitted to authorise any sub contractor or any other firm to run the shops/stall allotted to him/her.
11. That the licensee will be granted a letter of agreement to carry out the above work in the NCERT initially for a period of 1 year beginning and extendable for a maximum period of five years subject to satisfactory reports from residents and subsequent approval of the Competent Authority of the Council.
12. The licensee shall be in-touch with C&W section on regular basis and will also maintain his own register for attending any complaints/suggestions from residents/customers.
13. The Council reserves the right to terminate the licence by giving one month's notice.
14. **The allotment is made as per the Public Premises Act. Dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.**
15. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in/eprocure/app> only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.
16. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
17. The tender document can be downloaded from Central Public Procurement Portal Website <http://eprocure.gov.in/eprocure/app> and www.ncert.nic.in. Bid submission will be started from _____ and will be closed on _____ - up to _____ p.m.
18. Online technical bids will be opened at _____ a.m. on _____ In the S&S Section, Workshop building, NCERT Sri Aurbindo Marg, New Delhi. The bidders or their authorized representative may be present, If they so desire.
19. Only one authorized representative will be allowed to attend the meeting of the Tender Committee. They should also bring letter Head of the firm with an undertaking that any decision/negotiation can be taken by them
20. The legible scanned copy of application fee of **Rs.500/- (Rupees Five Hundred only)** in the form of Account Payee Demand Draft/Pay Order/Banker's cheque drawn in favour of Secretary, NCERT, payable at New Delhi shall be attached in the prescribed column along with the Technical Bid of Tender. The original DD/Pay order/Bankers Cheque of Application Fee shall be submitted by the bidder in the

office of the undersigned on or before of tender opening date. The application fee is non-refundable and failure to do so will result in rejection of the bid.

21. The legible scanned copy of Earnest Money **(EMD) of Rs.5,000/- (Rupees Five thousand only)** shall be deposited by the bidders with the Technical bid . No tender will be accepted without requisite EMD. The EMD shall be in the shape of A/C Payee Demand Draft/BC in favour of Secretary NCERT, payable at New Delhi. The EMD can also be submitted either in the shape of FDR. Banker's cheque of Bank Guarantee. No interest will be given on EMD. The EMD should be valid for **Forty five days** beyond bid validity. The original DD/Bankers Cheque/FDR/BG i.e.EMD shall be submitted by the bidder on or before of tender opening. EMD money will be refunded to the unsuccessful tenders/bidders after finalization of the contract. After award of contract, the contractor has to be deposited Rs. 20,000/- as performance security deposit. Failure to do so will result in rejection of the bid.
- 22.**The legible scanned copy of latest receipt/return in respect of GST deposited with GST department in the language of English/Hindi must be attached with technical bid if any. The latest deposit receipt/return of GST should be of previous financial year showing therein that the tax is deposited up to _____ or for the subsequent period in the current financial year.**
23. As per instructions of the Government, the tender document has to be published on the Central Public Procurement Portal: <http://eprocure.gov.in>. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates before the stipulated date &time.
24. Bidder would not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.
25. Submission of on line scanned copies of unwanted/irrelevant documents/out, if of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against the bidders, besides action for rejection of bids and blacklisting of firm will be initiated.
26. Conditional tender will not be accepted.
27. Optional tender will not be accepted. The firm should have to quote for only one model, Options either in model or in rates will not be accepted and the tender will be rejected straightway. The applicant who wants to apply for more than one shop, he will have to fill up separate tender.
- 28.**The firm whose rates are accepted will have to deposit of Rs. 20,000/- Security Money/performance security** in the shape of an Account

- Payee Demand Draft/ Bank Guarantee/FDR from any of the Commercial Bank in an acceptable form in favour of secretary NCERT, payable at New Delhi before the supply order placed to the firm. Security Money shall bear no interest. Security Money should be valid for a period of 60 days beyond the completion of all contractual obligations by the supplier including Warranty/ Guarantee period etc.
29. In case successful bidder fails to deposit the Performance Security Money **within 15 days** from the date of receipt of letter, the E.M.D of the firm will be forfeited in favour of department and action will be initiated to blacklist the firm.
 30. After examination of the technical bid and price bid, the tender committee will have discretion to allot shop to the contract, if the rates of the bidders are found same, it would be discretion of the committee to allot the shop.
 31. The tender Committee reserves the right to relax any terms and condition in the govt./Council interest with the approval of Competent Authority.
 32. The Tender Committee reserves the right to reject any tender or all tenders without assigning any reasons thereof.
 33. The legible scanned copy of proper filled "Tender Acceptance Letter" (**Annexure-II**) duly signed & stamped by the bidder should be attached with the technical bid.
 34. All the firms participating in the Tender must attach a list of their owners/ partners etc. and a Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India be attached with technical bid.
 35. The tender will be rejected straightway without assigning any reason if the applicant/firm involves in any criminal cases, declared black listed by any Govt./Semi govt. department/agencies etc.
 36. In case of violation of any cause of contract/agreement deed, the explanation of the licensee can be called by issuing show cause notice, if the reply is not found satisfactory. Security money can be forfeited in full or as to be decided by the Council as well as action for blacklisting can also be taken prior to taking any legal action.
 37. The firm will have to submit a scanned copy of PAN card of the firm/individual. However, if the firm is proprietorship the proper evidence of the firm should be registered with Govt. agency in this regard relevant document is also to be enclosed with the technical bid.
 38. The Licensee shall, at its own cost and expenses, put up firefighting equipment, fitting etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation etc. affect the building; its

interior aesthetics etc. cannot be removed/taken/ away by the Licensee at the time of vacation of the licensed contract/ completion of the License Period.

39. This will be only a License Agreement and the Licensee has no right on the land of the licensed premises.
40. The Licensed premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of NCERT, New Delhi.
41. The Licensee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source etc.
42. The Licensee shall give special attention to the manner in which his employees receive visitors and render service ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. In this regard a certificate duly certified by an RMP (Register Medical Practitioner) in respect of each employee.
43. **The timing of the shop/stalls in shopping complex of NCERT will not be 24 hours. The Licensed premises shall not be used for residential purposes.**
44. The Licensee shall ensure the items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act, 1954 and any other guidelines, regulation, standards, etc. issued by Authorities concerned from time to time.
45. A rate list must be displayed at prominent places in the respective outlet. No hand Bills/Stickers are allowed to be put anywhere in the premises or outside.
46. Deviation from approved trade for which licensee has been granted will be treated as violation of License Agreement and the license shall be terminated immediately.
47. The sale/serving or promotion of alcoholic beverages and serving of pork and/ or beef is strictly prohibited.
48. Officials of the Licensor may, at any time, enter the licensed premises/ food outlet/ shop and monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises etc. The Licensee will be duty bound to assist/co-operate with the Licensor's officials in this regard. The source of procurement of raw materials, food items etc. will also have to be divulged to the officials of Licensor whenever asked.
49. The Licensee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance

for commercial gains. Board/Banner/hording/posters etc. promoting any individuals location/ outlet either in NCERT, New Delhi or any of the place or near the allotted shop/Outlets will not allowed.

50. Segregation of waste material will also be undertaken by Licensee of outlets/shop as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/boxes/trolleys permitted for the purpose as per the guidelines of the Licensor. The collected garbage shall be kept at identified collection points. Failure to do so will involve termination/cancellation of the License Agreement without any notice. It will also be the responsibility of the Licensee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
51. The Licensee shall not use any *kanat* or *shamiana* in the premises or occupy the area around the licensed premises in any manner.
52. The Licensee, his agents and servants shall observe/perform and comply with all applicable laws/rules and regulations of the Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by Licensor or any other Department (s) of Government of NCT of Delhi or Local body or administration as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included Agreement compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material etc.
53. Licensee can promote themselves by putting uniform signage only about their outlet name at the licensed premises only and nowhere else.
54. The preparation of premises is also to be carried out by licensee at his own cost after obtaining the approval from NCERT.
55. The licensee shall get the electricity/water connection at their own end after taking prior permission of the Council & the licensee shall have to pay dues himself/herself, NCERT shall not bear any expenditure for their service.

R.Selvaraj
Sr.Store Officer

Annexure-I

1. Eligibility conditions/Check List of Technical Bid Documents

S.No	Particulars	Attached supporting documentary evidence	
		Yes	No
1.	Required Tender Fee (In the form of DD) Rs. 500/- (Non refundable)		
2.	Required Earnest Money Deposit (EMD) (In the form of DD) for Rs. 5,000/-		
3.	Copy of the PAN either individual or firm.		
4.	Copy of Goods & Service Tax Registration certificate if any/applicable.		
5.	Name & Address of tenderer 's Bank and his current Account No		
6.	Name and Address of the Contract persons to whom all references shall be made by the Council		
7.	Signature of the Bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document		
8.	An undertaking of trade certificate must be obtained from bidder with the tender documents.		
9.	An affidavit on a non-judicial stamp paper of Rs. 10/- as per Annexure -VII		
10.	Tender Acceptance letter as per Annexure-II		
	<u>Note:</u> Scanned photocopies duly signed by the authorized signatory of all documents from Sr. 1 to 10 above may be uploaded on the NIC website together with the technical bid.		

Annexure-II

To,

The Secretary,
NCERT,
Sri Aurobindo, Marg,
New Delhi-110016.

Sub: Tender Acceptance letter

Sir,

I hereby undertake that I have read and understood the entire tender document and accept & agree to comply with the same. I also accept and agree that any subsequent Addendums and Corrigendums if issued in this regard I shall comply accordingly.

Signature of the Authorized Signatory
of the Bidder with seal of firm

PROFORMA FOR FINANCIAL BID

To,

The Secretary
NCERT
Sri Aurobindo Marg,
New Delhi-110016.

Subject : **Quotation for allotment of vacant shops in the Campus of NCERT****reg:-****Sir,**

With reference to your Tender No. 10-15/2017 /C&W dated _____ on the subject mentioned above, the undersigned have read the terms and conditions of the tender and quote the rates as under :-

Sr. No.	Title of the Shop	Size	Services to be provided.	Minimum Rent/License fee of the Council which will be revised from time to time.	Bidder rate for the shop to be filled up. (Rs.)
1.	Cyber Cafe (Shop No.5)	18.00 sqmtr	Photocopy, Lamination, Spiral, Binding and stationery items.	Rs.2,500/- per month	
2.	Fast Food Court (Shop No.6)		All Edible items.		

Note: Further, the bidders whose rates are higher will be allotted the shop. If the rates of two/three bidder are found equal/same, then the shop/stall would be allotted on the discretion of the Council.

I/We undertake that if our bid is accepted we will run shops/stall in accordance as specified in the terms and conditions of the tender documents.

I/We undertake that I/we shall furnish the Performance Security within fifteen days after issue of notification of award for an amount of Rs.20,000/-in the form of demand draft or Fixed Deposit Receipt (in original) or Bank Guarantee in an acceptable form from any Nationalized/Commercial Bank in favour of **Secretary, NCERT payable at New Delhi**. Performance Security shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid on amount, the same will be refunded when the contract is over and after clearing all dues.

I/We also agree to abide by this Bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

I/We clarify/confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/force.

Dated this _____ day of _____ 2021.

Signature of the Authorized Signatory of the Bidder with seal of firm

PROFORMA FOR TECHNICAL BID

To,
The Director,
NCERT, Sri Aurobindo, Marg,
New Delhi-110016.

Subject: **Allotment of vacant shops in the Campus**

Sir,

With reference to your Tender No. 10-15/2017/C&W dated _____ on the subject mentioned above, the undersigned have read the terms and conditions of the tender and quote the rates as under.

Sl. No.	particulars	Page Number
1.	Eligibility Condition/check list of Technical Bid document (As Per the format given at Annexure-I)	
2.	Tender Acceptance Letter as per Annexure-II	
3.	Technical Bid Performa annexure-IV	
4.	Agency Details (as per annexure- V)	
5.	Undertaking on non-judicial stamp paper of Rs.10/- (As per Annexure-VI	
6.	Compliance Statement Certificate as per Annexure - VII	
7.	Any other Supporting Documents submitted by bidder	

2. It is to certify that above information are correct and duly certified copy of relevant documents in the proof of above is enclosed herewith. All pages of the Technical bid have been numbered, indexed and the document is final for all purposes.

3. All the above mentioned documents have been scanned & uploaded along with bid documents.

Signature of the Authorized Signatory of the Bidder with seal of firm

AGENCY DETAILS

(Including performance records, financial viability etc.)

1.Name of Agency (Copy to be enclosed) :

2.Status of ownership of the firm(Proprietary/Partnership/Company) (Copy to be enclosed)

3.Registration No.

(Copy to be enclosed):

4.PAN Number (Copy to be enclosed) :

5.Tin Number of the Agency (Copy to be enclosed) :

6. Good Service Tax Registration No. (Copy to be enclosed) if any :

7.Telephones Nos. :

8.Residential Address :

9.Banker's Name & Address(Copy of cancelled CTS 2010 cheque / NEFT details to be enclosed) :

10.List of Clients(Enclose copy of Orders/Contractors : Alongwith Items Details, Performance Report if any)

11.Any Other Information/Documents which may help DCPW : In assessing Tender's Capabilities for award of contract

Signature of the Contractor
Name/Firm_____

Address_____

An undertaking enclosed at Annexure of the tender/bid document on non judicial stamp paper of Rs. 10

UNDERTAKING

I/We have read and understood the contents of tender and agree to abide by the terms and conditions of this tender and undertake the following.

1. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as mentioned in the bid document.
2. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the government have banned/suspended business dealing. I/We further undertake to report to the NCERT, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the contract with you.
3. I/We agree that all disputes, if arising related to this tender, shall be within the jurisdiction of courts of Delhi/New Delhi.
4. I/we undertake that the firm/company etc has never been blacklisted by any of the Central/Govt. organization and no criminal case is pending against the firm/company.
5. That the information supplied by the firm/company/bidder in the bid are true and nothing has been concealed and in case at any stage any information is found false our EMD/ Performance Security can be forfeited and our tender can also be rejected by the Council.
- 6. NCERT Authorities may make surprise inspection to ensure proper Quality and nearby sanitation condition.**

Date:

Signature of the tenderer/bidder)
Name: designation with seal of the firm/company

Compliance Statement Certificate

I/we do hereby state that each terms and conditions of the tender documents have strictly been complied and nothing has been concealed or left as required in the tender document.

Dated: _____ Authorized signatory with Rubber Stamp
Place: _____

List of Annexure

Sl. No.	Annexure	Subject	Page No.
1.	I	Eligibility Conditions/Check List of Technical Bid Documents	
2.	II	Acceptance letter	
3.	III	Proforma of Financial Bid with undertaking	
4.	IV	Proforma of Technical Bid	
5.	V	Agency Details	
6.	VI	Undertaking as Per Annexure-VI on Non-Judicial Stamp Paper Of Rs. 10.	
7.	VII	Compliance Statement Certificate Annex-VII	
8.	VIII	List of Annexure	
9.	--	Instructions For Online Bid Submission	

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, 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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) 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.
- 2) 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.

- 3) 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

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded bid Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective 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.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI 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. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) 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.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) 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.

Signature of the Authorised

Name: _____
Seal : _____
Date : _____
Place : _____

