



REF. NO. SCERT/RFP/T-SHIRT & CAP KIT/2025/01

REQUEST FOR PROPOSAL

E-BIDDING DOCUMENTS

FOR

PROCUREMENT OF T-SHIRT & CAP KIT

FOR SCHOOL HEALTH & WELLNESS PROGRAM

DATE OF PUBLISH: 10th January, 2025

LAST DATE OF SUBMISSION: 31st January, 2025 till 06:00 PM

STATE COUNCIL OF EDUCATIONAL RESEARCH & TRAINING (SCERT)

ASHOK RAJ PATH, MAHENDRU, PATNA-800006.

DISCLAIMER

This RFP is being issued by State Council of Educational Research & Training (SCERT) Ashok Raj Path, Mahendru, Patna-800006 for procurement of T- Shirt & Cap Kits on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SCERT to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SCERT to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SCERT and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SCERT in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

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PART-1
BIDDING PROCEDURE

SECTION I
INVITATION FOR BID (IFB)

Telephone: 0612- 2370030
Website:

e-mail: directorscertbihar@gmail.com
www.eproc2.bihar.gov.in
SCERT'S Website
[www. https://scert.bihar.gov.in/](https://scert.bihar.gov.in/)

Bid Reference No. SCERT/RFP/T-SHIRT & CAP KITS/2025/01

INVITATION FOR ONLINE BIDS (IFB)

1. State Council of Educational Research & Training (SCERT/Purchaser) invites online bids(manual bids shall not be accepted) in single stage on two bid system for procurement of following T-Shirt & Cap Kits mentioned below:-

Brief Description of Goods	Amount of EMD/Bid Security in Rs.
T-Shirt & Cap Kits as mentioned in Section-V “Schedule of Requirements”	INR 3,00,000/- (INR Three Lakhs Only)

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the address mentioned below on or before Bid Submission Last Date & Time as mentioned in Critical Date Sheet;

Director, SCERT,
Ashok Raj Path, Mahendru,
Patna- 800006.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-proc2 portal of Govt. of Bihar	10 th January, 2025
Start date of downloading of document	10 th January, 2025
Last date of Submission of Queries for pre-bid conference	15 th January, 2025 by 6:00 PM Email : directorscertbihar@gmail.com Subject : Queries for RFP for T Shirt & Cap Kits Solution Provider
Date and time of pre bid conference*	16 th January, 2025 at 2:30 PM Venue: First Floor SRC Building, SCERT , Ashok Raj Path, Mahendru, Patna – 800006.
Last date for submission of queries/ clarification made during the pre bid conference in writing **	21 st January, 2025
Bid submission start date	10 th January, 2025
Last Date and Time of uploading/submission of Bids	31 st January, 2025 by 3:00 PM
Bid Validity Period	90 days
Opening of Techno-Commercial Bid (Bid 1) Date and Time	1 st February, 2025 by 3:30 PM
Opening of Price Bid (Bid 2) Date and time	To be informed separately

* Venue of pre bid conference.

** Queries / Clarifications are to be responded online only.

2. Bidder may also download the Bidding Documents from the web site- [www. https://scert.bihar.gov.in/](http://www.https://scert.bihar.gov.in/) & Bihar Government procurement portal i.e. <http://eproc2.bihar.gov.in> Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on Portal <http://eproc2.bihar.gov.in>.
3. Bids shall be submitted online only at website: <http://eproc2.bihar.gov.in>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e submission of the bids online through the Bihar Government Procurement Portal for e-Procurement at <http://eproc2.bihar.gov.in>.
4. Bidder who has downloaded the tender from the Bihar Government Procurement Portal for e-Procurement at <http://eproc2.bihar.gov.in> and SCERT website [www. https://scert.bihar.gov.in](http://www.https://scert.bihar.gov.in) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
5. Intending bidders are advised to visit again Bihar Government Procurement Portal for e-Procurement at <http://eproc2.bihar.gov.in> and SCERT website [www. https://scert.bihar.gov.in](http://www.https://scert.bihar.gov.in) before submission of tender for any corrigendum / addendum/ amendment.

SECTION II -A
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II (A)
INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

SCERT organises various Programmes & Competitions in association with various stakeholders. Under the School Health & Wellness Program the T Shirt & Cap Kits is to be distributed among Health & Wellness Messengers (HWM) & Health & Wellness Ambassadors(HWA) in 12 districts of Bihar. The districts are **ARWAL, BHOJPUR, BUXAR, EAST CHAMPARAN, JEHANABAD, KISHANGANJ, LAKHISARAI, ROHTAS, SAHARSA, SHEOHAR, VAISHALI & WEST CHAMPARAN**. The intention is to spread the awareness and ensure the grand success of the School Health & Wellness Program.

SCERT requires a process which incorporates Supply and Delivery of T Shirt & Cap Kits to various stakeholders. In regard to Packaging and Distribution of T Shirt & Cap Kits the successful Bidder shall be required to work with SCERT to ensure the delivery of “T Shirt & Cap Kits” as per schedule in 12 districts of Bihar.

- a. Timely supply of T Shirt & Cap Kits
- b. Delivery of T Shirt & Cap Kits to all stakeholders according to specifications and specified delivery schedule in 12 districts of Bihar.

1. Definitions and Abbreviations

- i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

- a. “Purchaser” means the organisation purchasing goods and services as incorporated in the Tender Enquiry documents i.e, State Council of Educational Research & Training (SCERT).
- b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
- c. “Bidder” means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- d. “Supplier” means the individuals/company or the firm supplying the goods and services as incorporated in the contract.
- e. “Goods” means the instruments, machinery, equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.
- f. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.

- h. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- i. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- j. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
- k. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- l. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- m. “Day” means calendar day.

iii) Abbreviation:-

- a. “TE Document” means Tender Enquiry Document
- b. “NIT” means Notice Inviting Tenders
- c. “ITB” means Instruction to Tenders
- d. “GCC” means General Conditions of Contract
- e. “SCC” means Special Conditions of Contract
- f. “NSIC” means National Small Industries Corporation
- g. “LC” means Letter of Credit
- h. “DP” means Delivery Period
- i. “BG” means Bank Guarantee
- j. “CD” means Custom Duty
- k. “GST” means Goods & Services Tax
- l. “RR” Railway Receipt
- m. “FOR” means Free on Rail
- n. “RT” means Re-Tender

2. Introduction

- a) This bid document is for procurement of items as mentioned in Section –V “Schedule of Requirements.

- b) This Section (Section II) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- c) Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SCERT, shall be written in English or Hindi language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English or Hindi translation and, for purpose of interpretation of the bid, the English translation shall prevail.

4. Eligible Goods and related services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5. Tendering Expenses

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process

6. Local Conditions

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

(b) PRE BID MEETING

- 7.1 A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will

be provided. The prospective bidders should on their own cost, attend the SCERT conference on the date and venue.

- 7.2 Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to the Purchaser latest by 06:00 PM on next working day of the pre bid conference.
- 7.3 The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- 7.4 After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SCERT. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 7.5 Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- 7.6 No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

(c) BIDDING DOCUMENTS

8. Content of Bidding Documents

In addition to Section I – “Invitation for Bid” (IFB), the Bid Document includes several Sections up to Section-VIII. These Sections are:

Section II	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Performance Statement
Section IV	Bidding Forms
Section V	Schedule of Requirements
Section VI	Technical Specifications
Section VII	General Conditions of Contract
Section VIII	Contract Forms

9. Amendment(s) to Bid Documents

- i) At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.

- ii) Such an amendment to the bid document will be uploaded on SCERT website: www.https://scert.bihar.gov.in and Procurement Portal of Government of Bihar i.e. www.eproc2.bihar.gov.in only.
- iii) Prospective bidders are advised in their own interest to visit website of State Council of Educational Research & Training (SCERT) and Procurement Portal for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SCERT may, at its discretion, suitably extend the dead line for submission of bids.

10. Modifications/withdrawal of bids

The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. No amendment/modification/withdrawal shall be permitted after the expiry prescribed date and time of receipt of bids i.e. during the Bid validity period that commences immediately upon the expiry of Bid Due date and time. The bidder shall be liable for any consequences including forfeiture, if Bid is withdrawn/amended during the bid validity period and no plea shall be entertained in this regard.

11. Clarification of Bid Documents

- i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 7 (Seven) days prior to the prescribed original date of submission of bid.
- ii) Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

12. Bid format

The bidders are to furnish their bids as per the prescribed format at Section IV (A) and also as per the instructions incorporated in the bid document.

(d) PREPARATION OF BIDS

13. Documents comprising the bid

The bid prepared by the Bidder shall comprise the components detailed in Clause 14 & 15 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the SCERT clauses shall be summarily rejected. SCERT's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

14. Technical Bid:

The Bidder shall submit the scanned copy of following documents along with company profile while submitting the bid documents:-

- i) Bid Security: Bid Security is to be furnished in accordance with clause 22 of ITB and bid submission as per form at Section-IV (A). Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- ii) Authorization Certificate issued by OEM in favour of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. (either of the two can participate in the Bidding Process)
- iii) Self-attested ID proof, address proof, Pan Card and a recent passport size coloured photograph of authorized representative.
- iv) Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer's Authorization Form as per Section IV(E).
- v) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- vi) Registration Certificate of Partnership Company, duly registered copy of partnership deed/MOA of the company.
- vii) Documents mentioned in the qualification criteria as per Section III (A).
- viii) Performance Statement as per Section III-B.
- ix) National Electronic Fund Transfer (NEFT Form) as per Section IV- (F) for payment in Indian Rupee.
- x) Certificate of Chartered Accountant showing annual turnover for the last three financial years (i.e. FY 2021-22, 2022-23, 2023-24). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- xi) Income Tax returns filed for the last three financial years. (i.e. FY 2021-22, 2022-23, 2023-24).
- xii) Goods & Services Tax Registration Certificate.
- xiii) Valid PAN.
- xiv) Copy of the Technical Specifications, Make, Model or Catalogue/leaflet of the product proposed to be supplied with complete specifications.
- xv) Latest lab report not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section V.
- xvi) Detailed specifications along with make and model of the goods which the bidder proposes to supply. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected outrightly.
- (xvii) Solvency certificate by his Bankers.

- (xviii) The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)

Note-:

- i) The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.
 - ii) The bidders shall execute necessary instrument and documents required by SCERT/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders).
 - iii) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.
15. Financial Bid: -This should be uploaded online in the prescribed PDF format as per Section IV (C) of bid document.
- i) The bidder shall quote the price inclusive of all taxes, duties, Transportation, Packing and all other incidentals excluding GST*. The basic unit price shall be indicated individually against all the items. The bidder shall quote rates for all the items given in the schedule (Section IV- C). If the bidder does not quote rate for any of the items given in the Schedule, the offer will not be considered, being unresponsive. The offer shall be in Indian Rupees only.
 - ii) Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
 - iii) The unit price shown in the financial bid will be inclusive of all taxes, duties, Transportation, Packing and all other incidentals excluding GST*. GST* will be quoted in separate column of price schedule. Statutory variations in GST*, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended delivery period of the contract.
 - iv) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the pages of the bid including Addendum if any issued.
 - v) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

- vi) The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note:-

Bidders are requested to upload the “Technical Bid’ and ‘Financial Bid’ having the above mentioned documents online in PDF format.

16. Bid currency

- (i) The Bidder shall quote the price as per the Price Schedule given in Section -IV(C) in Indian Rupees only.
- (ii) Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

17. Bid Price

- i) The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required.
- ii) Additional information and instruction on Duties and Taxes:
The price will be quoted inclusive of all such duties and taxes Incidentals etc. as mentioned in the price schedule and no claim over and above the quoted price shall not be entertained later. Only statutory variations on finished product taking place after Bid submission shall be allowed to the extent of actual quantum paid by the supplier.
- iii) The need for indication of all such price components by the Bidders is for the purpose of comparison of the Bids by the Purchaser and will in no way restrict the purchaser’s right to award the contract on the selected Bidder on any of the terms offered.

18. Firm Price

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account except statutory variation if any.

19. Alternative Bids are not allowed.

20. Documents establishing bidder’s eligibility and qualifications

- i) The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.
- ii) The documentary evidence needed to establish the bidder’s qualifications:
- iii) In case the bidder offers to supply items, which are manufactured by OEM, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the

Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-E of this document.

21. Documents establishing Good's Conformity to TE Documents.

- i) The bidders shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the bidders shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- ii) In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- iii) If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

22. Bid Security/Earnest Money Deposit (EMD)

- i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 22 (vii) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered
- ii) In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- iii) The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay order
 - d) Bank Guarantee from any of the commercial banks (as per the format at Section IV-D)
- iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Director SCERT", payable at Patna. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Section IV (D) of the Bid Document.
- v) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 135days from the date of opening of the Technical Bid.
- vi) Unsuccessful bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the

resultant contract. Successful bidder's bid security will be returned without any interest, after receipt of Performance Security from Bidder as called for in the contract.

- vii) Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SCERT in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

23. Bid Validity

- i) The bid shall remain valid for acceptance for a period of 90 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- ii) In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

24. Signing of bids

- i) The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization/board resolution shall be in the format placed at Section-IV E, which shall also be furnished along with the bid.
- ii) Bid shall either be typed in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

(e) SUBMISSION OF BIDS

25. Submission of bids

- i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- iii) Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 9 of ITB. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(f) BID OPENING

26. Opening of bids

- i) The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in Section-I. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on on the SCERT's website.
- ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at Section IV (G).
- iv) Two – bid system as mentioned in Para 13 above will be as follows:-
- v) Technical Bids will be opened in the first instance, at the prescribed date and time as indicated in Section –I (IFB). These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the Financial Bids of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(g) SCRUTINY AND EVALUATION OF BIDS

27. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

28. Scrutiny of Bids

- i) The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

- ii) Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid,
- iii) If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed.
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided.
 - e) Bidder has quoted for goods manufactured by other manufacturer(s). without the required Manufacturer's Authorization letter.
 - f) Bidder has not agreed to give the required performance security.
 - g) Goods offered are not meeting the tender enquiry specification.
 - h) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - i) Poor/ unsatisfactory past performance.
 - j) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - k) Bidder has not complied with the requirement of Clauses of ITB.

29. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

30. Discrepancies in Prices

- i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in

which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- iv) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

31. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 14 of Section II A read with Section III, will be treated as non - responsive and will not be considered further.

32. Comparison of Bids and Award Criteria.

- i) The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis.
- ii) The Contract shall be awarded to the responsive Bidder(s) who is overall lowest in all the items and who meets the laid down Qualification Criteria in the Bid documents.
- iii) The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

33. Contacting the Purchaser

- i) From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- ii) In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

(h) AWARD OF CONTRACT

34. The Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

35. Notification of Award

- i) The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.
- ii) Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by E-mail / speed post that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 10 (Ten) days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 6 under Section VII.
- iii) The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.
- iv) The details of award of work and name of the successful bidder shall be mentioned on the Bihar Government procurement portal i.e. <http://eproc2.bihar.gov.in> and also in the notice board/bulletin/website of SCERT.
- v) Notification of Award shall constitute the conclusion of the Contract.

36. Issue of Contract

- i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful bidder by E-mail / speed post.
- ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within 10 (Ten) days from the date of issue of the contract.

37. Variation of quantities at the time of award

During execution of the contract, the SCERT reserves the right to increase or decrease, the quantity of items mentioned in the "Price Schedule/Scope of Work" up to Twenty Five per cent (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

38. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 6 of Section VII shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

39. Termination of Contract

The SCERT reserves the right to terminate the contract without assigning any reason. Before termination of contract, SCERT will notify the service bidder giving a notice of 30 days.

40. Disqualification.

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

41. Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 18 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the purchaser

42. Corrupt or fraudulent practices

(i) It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:-

- a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- b) Will declare a firm ineligible or blacklist for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
- c) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

43. Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- i) They have controlling partner (s) in common; or
- ii) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- iii) They have the same legal representative/agent for purposes of this bid; or
- iv) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

- v) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- vi) On behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.
- vii) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
- viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION-II(B)
Instructions for Online Bid Submission

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
 - i) Technical Proposal
 - ii) Commercial Proposal
- b) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website.

SECTION – III (A)
QUALIFICATION CRITERIA

(a) The Bidder must be a Manufacturer or its authorized distributors/agents

(b) The bidder must satisfy the following eligibility criteria

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last 3 (three) years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs. 2 crores in last three financial years viz FY 2021-22, 2022-23, 2023-24	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one supply order of merchandise kits of at least INR 50 (fifty) Lacs (rounded to nearest Rs. 1 lac). Or At least two supply orders each of value not less than INR 30 (thirty) Lacs. Or At least three supply orders each of value not less than INR 20 (twenty) Lacs in the last Three years to government departments/autonomous bodies/PSUs/ Sports Academies, National Sports Federations, sports training centres, sports stadia recognized by Government.	The requisite supply order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
4.	The bidders should not have been debarred/blacklisted during the last 3 Years by any state/central government/PSUs/Government Recognized Academies/National Federation/Stadia/Training Centre	Enclose blacklisting declaration in the format given in Section IV (J)
5.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
6.	The manufacturer should be manufacturing similar Merchandise Kits at least for the last 3 Years	Relevant Documents be enclosed.
7.	In case the bidder is not manufacturer, then the bidder should be an authorized agent / distributor of the manufacturer and in the business of supplying the similar Merchandise Kits at least for One Year.	The relevant Documents be enclosed.

SECTION – III (B)

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description and quantity of ordered goods and services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the goods supplied working satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the bidder)

Note:

1. Purchaser reserves the right to ask the manufacturer as well as the bidder to furnish copies of orders and satisfactory Consignee Certificate(s) in respect of above.

SECTION – IV
(A) BID SUBMISSION FORM

Date _____

To
Director, SCERT,
Ashok Raj Path,
Mahendru,
Patna-800006

Ref.: Your Bidding Document No. SCERT/RFP/T-SHIRT & CAP KITS/2025/01 dated _____

Sir/Madam,

We, the undersigned have gone through the above mentioned Bidding Document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) to the purchasers named in the schedule in conformity with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid.

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 06 of Section-VII for due performance of the Contract.
3. We agree to keep our Bid valid for acceptance for 90days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.
4. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.
5. We fully agree to the right of SCERT of levying penalty if required. The decision of SCERT shall be final in this regard.
6. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.
7. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.
8. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
9. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
10. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
11. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____
[Name & address of the manufacturers]

SECTION – IV

(B) Form for Power of Attorney/Board Resolution

Know all men by these presents, we,/Resolved vide board resolution dated _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name),son/daughter/wife of _____and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney/Authorised Signatory”) to do in our name and on our behalf/benefit of the company, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to SCERT(hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney/Board Resolution and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF 20**

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorney)

Section IV
(C) Price Schedule Form

Bid reference No.-----

Sl. No.	Name of District	Number of T-shirts (as per size)				Caps	Item	Quantity	Rate per unit (inclusive of Taxes, Duties, Transportation, Packing and all other incidentals) other than GST* (Rs.)	GST* (Goods and Services Tax) Per unit		Total cost (inclusive of Taxes and Duties) and GST* (Rs.) [(iv) + (vi)] x (iii)		
		Large	Extra Large	Medium	small					Total	Percentage	Amount (Rs.)	Figures	Words
1	ARWAL	301	150	903	150	1504	1504	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	
2	BHOJPUR	1097	549	3292	548	5486	5486			Figures	Words		Figures	Words
3	BUXAR	651	325	1951	325	3252	3252	T-SHIRTS						
4	E. CHAMPARAN	1853	926	5557	926	9262	9262	Large	10548					
5	JEHANABAD	436	218	1308	218	2180	2180	Extra Large	5274					
6	KISHANGANJ	928	464	2784	464	4640	4640	Medium	31644					
7	LAKHISARAI	399	199	1195	199	1992	1992	Small	5274					
8	ROHTAS	1190	595	3569	594	5948	5948	Total	52740					
9	SAHARSA	702	351	2106	351	3510	3510	CAPS	52740					
10	SHEOHAR	257	128	769	128	1282	1282							
11	VAISHALI	1356	678	4067	677	6778	6778							
12	W. CHAMPARAN	1381	691	4144	690	6906	6906							
	Total	10548	5274	31644	5274	52740	52740							

- a) Please quote total cost in figures and words (inclusive of all applicable levies, Taxes, Duties, Transportation, Packing and all other incidentals).
- b) All levies and taxes like Packing, Forwarding, Freight, Insurance charges, GST* etc. are assumed to be mandatorily included in the total cost.
- c) Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/ cutting/over-writings without attestation will not be considered.
- d) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- e) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- f) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- g) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
- h) If individual price of all the items is not given item wise, then the tender will not be considered and liable to be rejected.
- i) As the basis of bidding is unit rate, it will be assumed that in absence of any other information, rate quoted is for per unit.
- j) Ranking of Bidders would be on the basis of Grand total cost i.e. column (vii). In case 02 or more bidders quote the same rate, the successful bidder will be the one whose average turnover is the highest during the last three years.
- k) In case bidder is not the OEM, he has to undertake that the rates being quoted are not higher than the rate of OEM and that undertaking need to be authenticated by the OEM.

SECTION – IV
(D) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Bid”) against the purchaser’s Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the Rate Contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of _____ days i.e. for _____ days (_____days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

SECTION –IV
(E) MANUFACTURER’S AUTHORISATION FORM

To
Director, SCERT,
Ashok Raj Path,
Mahendru,
Patna-800006

Dear Sir/Madam,

Ref. Your Bidding Reference No. _____, dated _____
We, _____ who are proven and reputable manufacturers of M/s.(
Name of the Manufacturer) of _____(name and description of the goods
offered in the Bid) having factories/offices at _____, hereby authorise
Messrs _____(name and address of the agent) to submit a Bid, process
the same further and enter into a Contract with you against your requirement as contained in the above
referred Bidding Documents for supply of the above goods manufactured by us during the currency of
the Rate Contract.

We also hereby extend our full warranty of _____ year from the date of acceptance of goods by
Consignee, supplied against this Contract.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent to legally bind the manufacturer.

SECTION – IV
(F) NEFT MANDATE FORM

From: M/s.

Date:

To

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by SCERT. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation] For and on
behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank
Enclosed a copy of Crossed Cheque

SECTION – IV
(G) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

Subject : Authorisation for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.

SECTION IV

(H) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 46 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV

(I) DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that we _____ shall not act in contravention of the codes as under:-

1. Prohibition of:-

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

SECTION IV
(J) UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

PART-2

SUPPLY REQUIREMENTS

SECTION – V SCHEDULE OF REQUIREMENTS

- SCERT shall be coordinating with the successful bidder for the purpose of this RFP.
- All the items and numbers mentioned in this Annexure are indicative and shall be considered for determining L1. SCERT reserves the right to withdraw or add products if the needs change prior to contracting with the successful Bidder.
- The Bidder understands and acknowledges that at this stage, the final number of required Kits cannot be confirmed.
- The successful Bidder is required to provide the following product items. The detailed scope of work is as follows:

The Kit include:

- a. T-shirt &
- b. Cap

T-SHIRT & CAP KITS
DETAIL OF REQUIRMENT For KITS:

Sr	District	Total school	Total Health & Wellness Ambassador	Total Health & Wellness Messenger	T-shirts	Caps
			A	B	A+B	A+B
1	ARWAL	267	534	970	1504	1504
2	BHOJPUR	1034	2068	3418	5486	5486
3	BUXAR	610	1220	2032	3252	3252
4	E. CHAMPARAN	1679	3358	5904	9262	9262
5	JEHANABAD	426	852	1328	2180	2180
6	KISHANGANJ	971	1942	2698	4640	4640
7	LAKHISARAI	359	718	1274	1992	1992
8	ROHTAS	1045	2090	3858	5948	5948
9	SAHARSA	651	1302	2208	3510	3510
10	SHEOHAR	239	478	804	1282	1282
11	VAISHALI	1209	2418	4360	6778	6778
12	W. CHAMPARAN	1211	2422	4484	6906	6906
	Total	9701	19402	33338	52740	52740

Section – VI

Technical Specifications

DETAIL OF TECHNICAL SPECIFICATION FOR T-shirts and Cap KITS

- The Bidder shall ensure High quality Sublimation Printing is for production of kits.
- Sublimation Printing shall be carried out for SCERT Logo on kits ensuring no image resolution loss.
- All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Specification**COTTON T -SHIRT HALF SLEEVES**

- Product type: cotton t shirt.
- Round Neck t-shirt type
- Colour- Lemon Yellow
- Sleeve type- half
- Material- 100% pre washed good quality cotton fabrics to be used.
- pocket- on left side of the t shirt.
- printing of logo must be crisp and of befitting size to look proportionate, impressive & colour proof.
- Each t- shirt should be packed individually in a transparent packet as per standard practices to avoid any short of stain etc.
- Each cartoon/box should be sealed & packed properly mentioning item detail, quantity packed and packing should be adequate enough to avoid transit damage or loss in transit.
- The bidder must submit two advance samples of t-shirt with imprinted logo as per specifications mentioned in the bid before clearance for bulk supply.
- One number of the approved sample of the item will be returned to the bidder for further action and one number approved sample of the item will be retained by department for comparison with bulk supply.
- The bulk supply must be as per the approved sample and free from any damage & stain.
- NHM Logo on front left, Ayushman Bharat Logo on chest and SCERT logo on right sleeve

(Refer designs attached) Note: Sample T-Shirt for approval of material to be produced during T-Bid. The same will be kept at SCERT for verification of finished products. All designs to be got approved before mass production for colour, logo

CAP, POLYESTER CLOTH

- Material: GOOD QUALITY MATERIALS/CLOTH TO BE USED.
- 100% Polyester, Sleek, lightweight performance cap
- Climacool technology to keep cool and dry with ventilation in the mesh panels
- UPF protection to inhibits harmful UV rays
- Colour: Lemon Yellow
- The size of Caps should be of Adolescent wearing i.e. the diameter & the depth of the cap should be adequately big with adjustable Velcro straps for comfortable use by youth/ person.
- Caps should be supplied as per the colour & quantity requirement
- Each cartoon/box should be sealed & packed properly mentioning item detail, quantity packed.

- Packing should be adequate enough to avoid transit damage or loss in transit.
- The successful bidder must submit two advance samples of Cap with imprinted creatives as per specifications mentioned in the BID before clearance for bulk supply.
- One number of the approved sample of the item will be returned to the Bidder for further
- action and one number approved sample of the item will be retained by dept for comparison with bulk supply.
- The bulk supply must be as per the approved sample.

The below sample picture is given only for reference



PART-3

CONTRACT

SECTION - VII GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

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SECTION–VII
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- a) The General Conditions of Contract incorporated in this Section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specifications under Section VI of this document.
- b) Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
 - i. “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
 - ii. “Supplier” means any private or public entity that will supply the goods to SCERT under the contract. This refers to the Supplier with whom SCERT has signed this contract with.
 - iii. “Contract” means the Contract signed by the Parties that is this General Conditions of (GCC), the Special Conditions of contract (SCC), and the Appendices.
“Day” means calendar day.
 - iv. “GOI” means the Government of India.
 - v. “SCERT/Purchaser” means the State Council of Educational Research and Training.
 - vi. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
“In writing” means communicated in written with proof of receipt.

2. Use of contract documents and information

- a) The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- b) Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub clause 2 (a) above except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in GCC sub clause 2 (a) above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligation under this contract.

3. Patent Rights

The supplier shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks etc or under any law whatsoever. Being made

against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement without any cost or liability to the purchaser.

4. Term

This contract shall commence on [DATE OF ISSUE OF WORK ORDER/PURCHASE ORDER] and shall continue for a term of 1 (one) year subject to termination in accordance to the provisions of this agreement or otherwise in accordance with law or equity.

5. Technical Specifications and standards

The items supplied under this contract shall conform to the standards prescribed in the Technical Specifications given in Section VI of the bid document.

6. Performance Guarantee

- a) As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 10 (ten) days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to ten percent –(5%) of the total value of the contract prior signing of this contract.
- b) Performance Security should remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the supplier including warranty period from the date of acceptance of the items by the consignee(s).
- c) Supplier may furnish the performance security in the form of an account payee Demand Draft, Fixed Deposit Receipt from the a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at Section VIII (B), safeguarding the Purchaser's interest in all respects.
- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 10 (Ten) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- e) Bid security will be refunded to the successful bidder on receipt of Performance Security.
- f) The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ costs/penalties payable to the Purchaser and claims of Purchaser, there from.
- g) The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section-VIII(B) of this document in favour of the Purchaser.
- h) Performance Security shall be forfeited and credited to the accounts of SCERT, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its

other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),

- i) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier.

7. Submission of advance sample

The successful bidder shall submit advance sample(s) for each of the line items for indeterminable parameters such as shade/tone, size, make-up, feel, finish and workmanship. A designated committee will visually inspect the sample(s) and approve the same for bulk supply. The committee however reserves the right to refer the samples (even subsequently) to Govt. notified lab.

However, the work order for bulk supply does not guarantee the approval of quality/specifications of the samples. Thus, the bidder has to undertake responsibility of delivering products of the specifications prescribed in the tender document, irrespective of outcome of inspection of advance samples by committee.

8. Packing and Marking

- a) The packing for the items to be provided by the Supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including trans shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The rates quoted by the Supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other taxes, duties and/or levies etc. No increase in rates on whatever account shall be applicable during the term of this Agreement.
- b) Unless otherwise mentioned in the Technical Specification under Section VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:-
 - (i) Contract number and date
 - (ii) Brief description of the goods including quantity
 - (iii) Packing list reference number
 - (iv) Consignee's name and full address and

- (v) Supplier's name and address

9. Inspection, Testing, Quality Control and Penalty thereof

- a) The Supplier/ Contractor should satisfy himself that the goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the goods before actually delivering the same to the consignee.
- b) At any stage of the procurement process (i.e. from submission of advance samples to delivery of final products), these samples will be visually checked by designated committee. In case any defect is found or the committee has doubts, the samples may be sent for checking/testing in the duly approved Government labs chosen solely by the Purchaser. If the samples are not found to be in order as per the specifications as enumerated under the contract, the purchaser reserves its right of levying penalty of minimum of 10% for minor defects to maximum of 50% for major defects detected in the material supplied/lot after physical inspection by the committee as considered reasonable in the light of quantum of defects, even after the complete delivery is made. In case of maximum penalty is levied, the firm will be blacklisted for a period of three years by the Purchaser. The decision of the Purchaser shall be final in this regard.

10. Terms of Delivery and Penalty thereof

- i. The successful bidder shall provide a schedule keeping in mind that all the goods are delivered with prescribed quantity with proper packaging & levelling at the consignee office as per the consignee list. Refer Section-VIII(F)
- ii. Any delay by the Bidder in the performance of its obligations, shall attract Penalty at the rate of 3% of the remaining value of the Purchase / Work Order per day of delay subject to a maximum of 20% of the work order value. In case of maximum penalty is levied, the firm will be blacklisted for a period of three years by the Purchaser. The decision of the Purchaser shall be final in this regard.

11. Warranty

- a) The supplier warrants comprehensively that the items supplied under the contract are new, unused and incorporate all recent/latest improvements in design and materials, unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the items supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied items under the conditions prevailing in India.
- b) This warranty shall remain valid even after the items have been delivered at the final destination and accepted by the Purchaser, subject to verification of goods in terms of the contract.
- c) The supplier shall, promptly repair or replace the defective items or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/items after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/items thereafter.
- d) If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the

risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

12. Prices

Prices to be charged by the supplier for supply of items in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract.

13. Insurance:

Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

In case of supply of T Shirt & Cap Kits on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

14. Assignment

The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, except with the Purchaser's prior written permission.

15. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted items to the Purchaser. Only statutory variations on finished product of stipulated in contract shall be allowed to the extent of actual payment by the supplier.

16. Terms and Mode of Payment

- a) Payment Terms: Payment shall be made in Indian Rupees as specified in the contract in the following manner: Hundred percent (100%) payment of the contract price subject to recoveries/liquidated damages/shortages etc., if any, shall be paid on receipt of items in good condition and upon submission of Inspection & Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee.
- b) The supplier shall not claim any interest on payments under the contract. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- c) The supplier shall send its claim for payment in writing, when contractually due, along with following documents duly signed with date, to the Purchaser:-

- (i) Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value.
 - (ii) Inspection certificate issued by consignee.
 - (iii) Insurance Certificate, if applicable as per contract.
 - (iv) Any other document (s) as and if required in terms of the contract.
- d) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate form at Section IV (F).

17. Delay in the supplier's performance

- a) The supplier shall deliver the items and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Purchaser reserves the right to reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.
- b) Subject to the provision of Force Majeure under GCC clause 21, any delay by the supplier in maintaining its contractual obligations towards delivery of items shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of Liquidated Damages, (ii) Forfeiture of its Performance Security and (iii) Termination of the Contract for default.
- c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the items, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- d) When the period of delivery is extended due to delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 1. The Purchaser shall recover from the supplier, under the provisions of the clause 18 of the General Conditions of Contract, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and on account of any other tax or duty which may be levied in respect of the items specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said items as are delivered and performed after the date of the delivery stipulated in the contract.

3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
4. The supplier shall not dispatch the items after expiry of the delivery period. The supplier shall apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the items without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser. Without prejudice to any other right or remedy Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of Goods have been accepted by the Purchaser:
 - a) To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;
 - b) To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
 - c) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement;
 - d) To rescind this Agreement in whole or in part
 - e) To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.

18. Liquidated Damages

- (i) Subject to the provision of Force Majeure under GCC clause 21, if the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, as per the terms specified in clause 9 and 10 of GCC. Once the maximum is reached purchaser/consignee may consider termination of the contract as per condition 18 of GCC and initiate legal remedies for breach of contract.
- (ii) In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 18 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- (iii) Proforma Invoice submitted by supplier is found to be deficient, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 18 of GCC.

19. Termination for default

- a) The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the items or fails to perform any other contractual obligation(s) within the time period or as per specifications specified in the contract, or within any extension thereof granted by the Purchaser.
- b) In the event of Purchaser terminates the contract in whole or in part, the Purchaser may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any incurred by the purchaser/consignee for arranging such procurement.
- c) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

20. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation/liability, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

21. Force Majeure

- a) The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b) For purpose of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event.

- d) Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- e) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- f) In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

22. Notice

- (i) Notice, if any, relating to the contract given by one party to the other, shall be sent in Speed Post/E-mail and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- (ii) The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23. Termination for convenience

- a) The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b) The items which are complete and ready in terms of the contract for delivery within three days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

24. Fall Clause

- a) The Supplier undertakes that he has not supplied/is not supplying similar products/items to any Department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private Purchaser, domestic or foreign at a price lower than that offered in the present bid.
- b) If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private Purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.

25. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Supplier, the Purchaser shall be entitled to withhold and also have Performance security, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said payment and forfeit the performance security, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

26. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
 - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods and services.

- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - i) In accordance with the above Said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

- ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, 3a of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practising cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.
- d) The condition of prior turnover and prior experience may be relaxed for Start ups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.

27. Resolution of disputes

- a) If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) Arbitration: In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director SCERT, Patna. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SCERT.
- c) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Patna only.
- d) The Courts of Patna will have the exclusive jurisdiction to try the disputes.

28. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Non-Assignment The Supplier shall not assign and/or transfer any of its rights and

obligations under this Agreement without the written consent of the Purchaser Notices- Any notices shall be served on following Address: Purchaser- Supplier- Nothing in this Agreement will be deemed to neither constitute a partnership between the parties nor constitute either party as the agent of other party for any purpose whatsoever. Delay in exercising or non-exercise of any right is not a waiver of this right. Any amendment of this Agreement will not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorized representatives of each of the Parties.

SECTION – VIII (A)
CONTRACT AGREEMENT
SCERT

Contract No _____ Dated _____

This is in continuation to this office's Notification of Award of Contract No _____ dated _____

1. Name & address of the Supplier (Contract holder): _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:

- (i) General Conditions of Contract;
- (ii) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
- (vii) Purchaser's Notification of Award of Rate Contract

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

- (ii) Contract valid upto:
- (iii) Prices:
- (iv) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

(Signature, name and address of the
purchaser's authorised official)
For and on behalf of Director SCERT

Received and accepted this Rate Contract

[Signature with date, name and designation]
for and on behalf of M/s _____

[Name & address of the manufacturers]

(Seal of the supplier) Date:

Place: _____

SECTION – VIII (B)
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____,
_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated

_____ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the Said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the Said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ months from the date of Notification of Award i.e. up to ----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer
.....

.....

Seal, name & address of the Bank and address of the Branch
SECTION – VIII (C)

INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/have been received in full & good condition as per the terms & conditions of Supply Order and Contract specifications and Terms & Conditions:

- 1) Contract No. & Date : _____
- 2) Name and Address of Indentor : _____
- 3) Supply order No. and Date : _____
- 4) Supplier's Name & Address : _____
- 5) Consignee : _____
- 6) Description of the item supplied : _____
- 7) 7) Quantity Supplied : _____
- 8) Delivery date-(As per supply order) : _____
- 9) Extended Delivery Date, if any : _____
- 10) Date of actual Receipt of goods by the
Consignee : _____
- 11) Delay in supplies beyond original
delivery date(sl.no.8-refers) : _____
- 12) Damages/Shortages/recoveries for late
supplies etc., if any : _____
- 13) Remarks, if any : _____

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)

SECTION – VIII (E)

CHECKLIST

Name of Bidder:

Name of Supplier:

S.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 135 days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (C)?			
b.	Have you enclosed power of attorney/board resolution in favour of signatory?			
3.	Are you a SSI unit/MSE/Make in India, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC/any other documents issued by respective authority.			
4.a	Have you enclosed clause-by clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			

5.a	Have you submitted satisfactory performance certificate as per the perform for performance statement in Section III (B) of TE document in respect of all orders?			
b.	Have you submitted copy of the order (s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section IV (E)?			
7.	Have you submitted prices of goods etc. in the price schedule as per Section IV (C)?			
8.	Have you kept validity of 90 days from the Techno Commercial Tender Opening date as per the TE Document?			
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department?			
10.	Have you intimated the name an full address of your Banker (s) along with your account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE Document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
17.	Have you enclosed the Affidavit as per Section IV (J) of the TE Document?			

N.B

1. All pages of the Tender should be page numbered and indexed.
2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may filled up as NA.
3. It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

Consignee List

SECTION – VIII (F)

Sr	Consignee	Centre	Contact Number
1	District Education Officer	Office of DEO, ARWAL	8544412208
2	District Education Officer	Office of DEO , BHOJPUR	8544411179
3	District Education Officer	Office of DEO , BUXAR	9431871417
4	District Education Officer	Office of DEO , E. CHAMPARAN	8544411248
5	District Education Officer	Office of DEO , JEHANABAD	8544411391
6	District Education Officer	Office of DEO , KISHANGANJ	8544411494
7	District Education Officer	Office of DEO , LAKHISARAI	8544411516
8	District Education Officer	Office of DEO , ROHTAS	8544411806
9	District Education Officer	Office of DEO , SAHARSA	8544411842
10	District Education Officer	Office of DEO , SHEOHAR	8544411966
11	District Education Officer	Office of DEO , VAISHALI	8544411966
12	District Education Officer	Office of DEO , W. CHAMPARAN	8544412113

The T-shirt and Cap Kits having duly packing and levelling will be delivered to the District Education Office (DEO) of respective districts in GI box/Container as per the district wise number of kits & sizes as per Section IV(C) Price Schedule Form.