NATIONAL INNOVATION FOUNDATION- INDIA  
(Autonomous body of Department of Science & Technology,  
Govt. of India)

TENDER DOCUMENT

FOR

PROCUREMENT OF STATIONERY AND GENERAL ITEMS

Cost of the Tender Rs. 500/-

Date of Tender Issue : 07/01/ 2015 at 1400 hrs  
Last date of Tender submission : 22/01/2015 at 1400 hrs  
Opening of Technical Bids : 27/01/2015 at 1400 hrs  
Opening of Financial Bids : 29/01/2015 at 1400 hrs
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1. NOTICE INVITING TENDER FOR PROCUREMENT OF STATIONERY AND GENERAL ITEMS


Tender no.: NIF/2015/ADM/01
SECTION- I

2. SCOPE OF WORK

2.1. Service

Supply of Stationery and general items as specified in the description of items under Section III, listed in Form 5.

2.2. Period of Contract:

Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. However contract may be renewed for further period upon mutual consent of both the parties on existing terms and conditions. It will be entirely at the discretion of The Director, National Innovation Foundation-India to extend it or not.

2.3. Quantity & estimated cost:

Estimated quantity of items required is mentioned in the Description of Items: Form-5, however it should be clearly noted that NIF-India shall place the order only as per the actual requirements from time to time. The estimated value of the work will be Rs.10,00,000/- (Rupees Ten Lakhs only)

2.4. Supply Requirements:

The supply of items shall be made to NIF office within 3 working days of purchase order. NIF-India will have the authority to place order for supply of items beyond office hours and on holidays, for which, no additional payment will be made to NIF office.
SECTION- I

3. INSTRUCTIONS TO BIDDERS

(3.1) MINIMUM ELIGIBILITY CONDITIONS
Bidders should-
(a) Be an Indian company/firm engaged in supplying Stationery and general items having its capacity to supply to the office of National Innovation Foundation-India at Satellite Complex, Jodhpur Tekra, Ahmedabad 380015, Gujarat, India within 3 working days of the placement of Purchase order. (Copy of Registration certificate as per existing norms, indicating legal status i.e. company/partnership firm/proprietorship etc.)
(b) An experienced supplier having good track record and client satisfaction of supplying the said Stationery.
(c) Have a valid Trading License issued by Municipal/ Locals District Council Authorities as applicable.
(d) Have been registered with Sales Tax/VAT authorities. (Copy of CST/VAT/TIN registration certificate to be enclosed).
(e) Have PAN allotted to him by IT Department (Copy of PAN card to be enclosed)
(f) Certificate of declaration (Form 8)

(3.2) COST OF BIDDING
The bidders shall bear all costs associated with the preparation and submission of the bid. NIF-India in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

(3.3) BID DOCUMENT
A. Bid document includes
- Notice inviting tender
- Scope of work
- Instruction to bidders
- General terms and conditions
- Special terms and conditions
- Bid Form/EMD form – Form 1
- Letter of authorization for attending bid opening – Form 2
- Certificate for Non-Participation of near relative – Form 3
- Agency details – Form 4
- Price Schedule & Description of items – Form 5
- Performance security guarantee bond – Form 6
- Specimen agreement- Form 7
- Certificate of declaration (Form 8)
B. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all the information required as per Bid Document or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder’s risk and may result in rejection of the Bid.

C. A prospective bidder requiring any clarification on the Bid document shall notify NIF-India in writing. NIF-India shall respond, in writing, to any request for the clarification of bid document, which it receives not later than 3 days prior to the date of opening of Tender.

D. Any clarification issued by NIF-India in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid document.

E. The prospective bidder should keep their offers valid upto 60 days from the date of tender opening.

(3.4) AMENDMENT TO BID DOCUMENT
A. At any time, prior to the date of submission of bid, NIF-India 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 amendments.

B. The amendments will be updated on NIF website only.

(3.5) DOCUMENTS COMPRISING THE BID
The bid prepared by the bidder shall comprise the following components
- Documentary evidence in accordance with clause 3.1 of section I to establish that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- Cost of the tender Rs. 500/- in the form of Demand Draft drawn in favor of National Innovation Foundation, payable at Ahmedabad.
- EMD furnished in accordance with clause 3.8 of Section I.
- Bid Form (Form-1) and price schedule (Form-5) completed in accordance with clause 3.6 as per Section I.
- Letter of Authorization for attending Bid opening (Form -2) as per Section III.
- Non-participation of any close relative (Form-3) as per Section III.
- Agency details as per Form-4 as per Section III
- Certificate of declaration (Form 8)
- Copy of Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be.
(3.6) BID FORM
The bidder shall complete the Bid Form as per Form-1 of Section III and the appropriate price schedule as per Form-5 of Section III furnished in the bid document covering the items to be supplied.

(3.7) PRICE BID.
A. The supply of the items shall strictly be as per the requirement and specifications. The rate shall be quoted in figures as well as in words as per price schedule (as per Form-5) for all the items given in the schedule of requirement. BIDS NOT QUOTED FOR ALL THE ITEMS MAY SUMMARILY BE REJECTED.

B. Prices will be fixed and inclusive of taxes and statutory duties applicable, packing, forwarding, freight, insurance and other charges as applicable.

C. The rates quoted by the selected firm and approved by this office shall remain valid throughout the period of contract and requests to increase the rates for any item(s) during the currency of the contract shall not be considered.

D. The prices charged for the stores supplied under the contract shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any department of the description to any person(s)/organizations including the purchaser or any department of the central government or any department of a state government or any statutory undertaking of the central or a state government, as the case may be, during the period till performance of all supply orders is completed.

E. If at any time during the said period, the contractor reduces the sale price, sells or offers to sell such stores to any person(s)/organization(s) including the purchaser or any statutory undertaking of the central or a state government as the case may be at a price lower than the price chargeable under this contract, he/she shall forthwith notify such reduction or sale or offer of sale to the NIF-India and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

F. Prices charged by the bidder for goods delivered under the contract shall not be higher than the prices quoted by the bidder in his bid.

(3.8) EARNEST MONEY DEPOSIT (EMD):
A. The bidder shall furnish, as part of the bid, a EMD of Rs.5000/- in the form of Demand draft drawn in favour of National Innovation Foundation, payable at Ahmedabad.
B. A bid not secured in accordance with clause 3.8. (A) shall be rejected by
the NIF-India as non-responsive at the bid opening stage.
E. The bid security of the unsuccessful bidder will be discharged/returned at the earliest after completion of the tender process.
F. The successful bidder’s bid security will be discharged upon the bidder’s acceptance of the Letter of Intent satisfactorily and furnishing the performance security.
G. The bid security may be forfeited:
(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form;
(b) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 3.1 under Section I; or fails to furnish performance security in accordance with clause 4.2 of "General Conditions" under Section II; or fails or refuses to honour his own quoted price for any of the items or part thereof during the entire period of contract.
(c) In both the above cases bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of NIF-INDIA in this regard.

(3.9) FORMAT AND SIGNING OF BID
The original bid shall be signed (full signature) by the bidder or a person duly authorized on each page to bind the bidder for the contract. The letter of authorization shall be indicated by written Power of Attorney accompanying the Bid.

The overwriting/erasures in the bid made by the bidder shall be signed by the person signing the bid. Unsigned overwriting/erasures shall not be considered.

(3.10) SUBMISSION OF BIDS
A. Bids must be submitted in one outer envelope having two separate inner envelope, one containing “Technical Bid” and other containing “Financial Bid”. These two inner envelopes should be superscripted as “Technical Bid” and “Financial Bid” respectively. Both envelopes should have name and address of the bidder.

B. Technical Bid should contain duly filled cost of tender (Rs. 500/-), Bid form/EMD form along with demand draft of Rs.5000/- (Section-III, Form-1), Letter of Authorization for attending Bid opening (section-III, Form -2), Certificate for non-participation of near relative (Section-III, Form-3), Agency Details (Section-III, Form-4) and Documents establishing bidder’s eligibility (Section-I, Clause-3.1).

C. Financial Bid should contain only the duly filled Price Quotation (Section-III, Form-5).
D. All the covers should be superscripted as “**Tender for supply of Stationery and general items**”.

E. The bids should be submitted duly sealed and addressed to **The Director**, National Innovation Foundation-India Satellite Complex, Jodhpur Tekra, Ahmedabad-380015 and sent by Registered post or delivered in person so as to reach the office on or before 14.00 hrs of 22/Jan/2015 on the above mentioned address.

F. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder unopened.

G. Envelopes should be wax sealed and if found other means, the bid will be rejected.

**(3.11) BID OPENING**

A. NIF-India shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Section-III, Form 2).

B. If the Technical Bid is found complete in all respect, then only Financial Bid will be opened, otherwise the Financial bid will be returned to the bidder without opening it.

**(3.12) EVALUATION & AWARD OF CONTRACT**

A. Contract shall be awarded to the firm(s) offering the lowest/net bundled price and not with reference to the lowest prices quoted for the sub-items. However, if prices for each and every item are not quoted. Net-bundled price offered shall not be accepted.

B. NIF will award the contract to the tenderer(s) whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price as per item list.

C. Notwithstanding the above, NIF reserves the right to seek previous work orders, references etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract.

D. The tenderer(s) whose rate is accepted will be notified for the award of contract by the institute prior to expiration of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this tender Enquiry.
E. In case two firms offering the lowest net bundled price evaluated prices then only item-wise rate will be evaluated for those two firms and the contract will be awarded to the two firms item-wise on L1 basis.

F. NIF reserve the right to conclude parallel rate contracts with number of suppliers and place orders on any or such firms that may be the most economical to it or suitable to its requirements

(3.13) PURCHASER’S RIGHT TO VARY QUANTITIES.
Quantity given in the financial bid is approximate. It may likely to vary.

(3.14) ANNULMENT OF AWARD
Failure of the successful bidder to comply with the requirement of clause 3.15 of Section-I shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event NIF-India may make the award to any other bidder at the discretion of NIF-India or call for new bids.

(3.15) PERIOD OF VALIDITY OF BIDS
A. The bid shall remain valid for 60 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by NIF-India as non-responsive.

B. A bidder accepting the request of NIF-India for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

(3.16) DELIVERY
The delivery of goods shall be made by the bidder in accordance with the terms specified by NIF-India in the conditions of contract. The delivery of goods/items should be made within 3 working days from the date of issue of Purchase Order.

The supplier shall warrant that goods to be supplied shall be in full conformity with specifications.

In case the stationery items are not as per specifications, the same will not be accepted. The firm will have to replace the goods as per the actual specifications and requirement. NIF-India will not be responsible for any loss occurred for this to the firm.
SECTION- II
4. GENERAL TERMS AND CONDITIONS

(4.1) APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or unless otherwise agreed by NIF-India.

(4.2) PERFORMANCE SECURITY

A. The successful bidder shall be required to deposit an amount equal to 5% of the contract value within 15 days from the date of signing the agreement (Vide section III, Form 01).
B. Performance Security shall be submitted in the form of Demand draft or Bank Guarantee (Vide Section-III, Form-6) drawn in favour of National Innovation Foundation.
C. Performance Security will be discharged after completion of contractors’ performance obligations.
D. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for NIF-India to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

(4.3) EXECUTION TIME LIMIT

The time period as stipulated in the purchase order or letter of intent shall be deemed to be essence of the contract.

(4.4) PAYMENT TERMS

A. The bill for the work prepared on the basis of the accepted rates will have to be submitted in favour of NIF-India.
B. The bill raised by the firm should have all tax registration numbers printed on the bill. Validity of the tax registration during the currency period of contract shall be the sole responsibility of the firm.
C. Payment shall be made on receipt of goods against bill for the supply made after the good/items have been checked and accounted and there is no damage/shortage.
D. The payment is released through crossed cheque against bills and Income Tax and other taxes, if any, shall be deducted against bills submitted.
E. Bills may be submitted within 15 days of supply.
F. No payment is admissible for goods rejected.
G. The prices/rates quoted should be indicated in words as well as in figures and in INR only.
H. Tenders are requested to quote their prices on a firm and fixed basis only.
for the entire period of the rate contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway

(4.5) DELAY AND LIQUIDATED DAMAGES

A. If delivery is not made in given time and NIF-India is required to make purchase from outside at higher rates, the loss sustained will be deducted from the bill.

B. Irrespective of the fact as to whether or not the NIF-India makes purchases from outside, the NIF-India may impose penalty of 0.5% of value of order for every week’s delay or part thereof for a period upto 10 (Ten) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another Ten weeks of delay in complying with the date of delivery of the items for delayed supply and/or undelivered material/supply on each such occasion/default. This amount of liquidated damages shall be paid by bidder to NIF-India or may be recovered by NIF-India from the bills of bidder.

C. Quantum of liquidated damages assessed and levied by the NIF-India and decision of the NIF-India thereon shall be final and binding on bidder provided further the same shall not be challenged by bidder either before Arbitration tribunal or before the Court. The same should stand specifically excluded from the purview of the arbitration clause, as such, the same shall not be referable to arbitration.

(4.6) TERMINATION OF CONTRACT

The NIF-India may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

A. If the agency/contractor fails to supply the items within the period (s) specified and agreed in the contract or any extension thereof granted by NIF-India.

B. If the agency/contractor fails to perform any other obligation(s) under the contract

C. If the performance is found unsatisfactory due to the negligence of the agency/contractor, depending upon the severity of negligence, NIF-India reserves the right to blacklist the agency/contractor from further participation in any of NIF-India tenders/contracts. The decision of NIF-India shall be final in this regard.

(4.7) TERMINATION FOR INSOLVENCY
NIF-India may also by giving written notice and without compensation to the agency terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action.

(4.8) FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of NIF-India as to whether the supplies have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

(4.9) ARBITRATION

The conflicts or disputes that may arise in relation to the subject, content, interpretation, implementation and enforcement of this agreement will be solved, firstly, by the Monitoring Committee setup jointly for good governance and then, by equity arbitration. If it cannot be solved in a friendly manner, then it shall be submitted to the Courts of Ahmedabad.

(4.10) SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by NIF-India and set off the same against any claim of NIF-India for payment of a sum of money arising out of this contract or under any other contract made by the Supplier with NIF-India.

(A) The bidder should give a certificate that none of his/her near relative is working in NIF-India. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. NIF-India will not pay any damages to the
company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of NIF-India.

The format of the certificate is given at Form-3 of Section-III.

(B) In case the supply is not completed in stipulated or agreed delivery period as indicated in work/purchase order, or bidder’s breach of terms and conditions of contract, NIF-India reserves the right to cancel/terminate the purchase order and or recover/impose liquidated damages or forfeit performance security for default.

....
SECTION- II

5. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5.1. The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in Section I and General terms and conditions of the contract as contained in section II and wherever there is a conflict, the provisions herein shall prevail over those in section I and General terms and conditions of the contract.

5.2. In case the date fixed for opening of bids is subsequently declared as holiday by the NIF-India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day. Time and venue remaining unaltered.

5.3. NIF-India reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with NIF-India

5.4. NIF-India reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.

5.5. No sub-contracting is permissible.

5.6. Conditional bid will not be accepted.

5.7. NIF-India reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of purchaser action.

5.8. NIF-India is not bound to accept the lowest tender or any tender or to assign any reason for rejecting any or all the tenders. It also reserves the right to accept/reject (part/whole) or any other tender(s) at their sole discretion without assigning any reason thereof. Its decision in the matter shall be final and binding.

5.9. The person signing the tender form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has the authority to bind such other person or the firm, as the case may be, in all matters pertaining to the contract including the arbitration clause.

5.10. If the item supplied by the bidder is not found satisfactory or not conforming to the specification, NIF-India reserves the right at its
discretion and without any claim for compensation to the contractor, either cancel the order altogether or modify the quantity ordered. In deserving cases firm may be black listed for failure to comply as per terms.

5.11. Prices shall remain fixed and valid during the period of contract

5.12. Quotations qualified by such vague and indefinite expressions such as ‘subject to prior confirmation’ “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly

5.13. Late/delayed tenders received in NIF-India due to any reason whatsoever will not be accepted under any circumstances.

5.14. The tender should sign (not initials) at each page of the tender and all its annexures. No page should be removed/detached from the tender document.
To,

The Director,
National Innovation Foundation-India,
Satellite Complex, Jodhpur Tekra, Ahmedabad-380015

Dear Sir,

1. We, undersigned, offer to supply stationery items in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will deposit an amount equal to 5% of the contract sum in the form of Demand draft or in the form of a bank guarantee for due performance of the Contract.
4. We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening and it shall remain binding upon us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. Along with the bid, we have submitted EMD of Rs. 5000/- in the form of Demand draft in favour of National Innovation Foundation.

Dated this ……………….. Day of ………… 2015

Signature of
In capacity of
Duly authorized to sign the bid for and on behalf of ………..

Witness…………………….

Address……………………………..Signature
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender No.: NIF/2015/ADM/01

To

The Director,
National Innovation Foundation-India
Satellite Complex, Jodhpur Tekra,
Ahmedabad-380015

Subject: Authorization for attending bid______________(date) opening on the Tender of _____________________________.

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

<table>
<thead>
<tr>
<th>Order of Preference</th>
<th>Name</th>
<th>Specimen Signatures</th>
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<tbody>
<tr>
<td>Preference I</td>
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<tr>
<td>Preference II</td>
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<tr>
<td>Alternate Representative</td>
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</table>

Signatures of bidder : 

or

Officer authorized to sign the bid documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.
SECTION-III-FORM-3

CERTIFICATE FOR NON PARTICIPATION OF NEAR RELATIVE

Certificate on Non Participation of near relatives in the tender called for engagement of Agency for supply of Stationery items for National Innovation Foundation-India as required under section II, Clause 4.10 (A) of Bid document)

I __________________________/ W/O __________________________ R/O here by certify that none of my relative(s) as defined in Section II clause 4.10 (A) of tender document is/are employed in NIF-India unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, NIF-India shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Sign:

For and on behalf of the Bidder

Name :______________________
Position :______________________
Date :______________________
SECTION-III-FORM-4

AGENCY DETAILS

(Including performance records, financial viability etc.,)

Name of agency/company : 

Owner's name/Director's name : 

PAN number : 

Income tax A/C No. & Amount of tax paid during last financial year (proof to be enclosed) : 

Tin number of the agency/company : 

Address of show room : 

Telephone/Mobile Nos. : 

Banker's name & address : 

Experience (years) : 

List of major clients (enclose copy of orders/contracts along with items, item details, performance report) 

Any other information/documents which may help nif-india in assessing tenderer's capabilities for award of contract
## SECTION-III-FORM-5

### PRICE SCHEDULE

(DESCRIPTION OF STATIONARY AND GENERAL ITEMS)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Description</th>
<th>Brand Name</th>
<th>Total (Qty * Rates offered to NIF inclusive of all Taxes, VAT and excise if any)</th>
<th>Total in Words</th>
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<td>Rs. In figures</td>
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<tr>
<td></td>
<td><strong>a) Files (Category A)</strong></td>
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<td><strong>b) Other stationery (Category B)</strong></td>
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<td>144 pages with cover, Pabhani Note book MFG.: Sulekhan</td>
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<td>White -Floor Duster</td>
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<td>2*3 Claro</td>
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<td>79</td>
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<td>Pkt of 20</td>
<td>2*3 Corporate</td>
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**Papers (Category C)**

- **1** Copier Paper (75 GSM) 500 rim Rim of 500pages Bilt -Copy power
- **2** Glossy paper/Photograph paper 1 pkt Pkt of 100 Oddy
- **3** Bond Paper (Laid Finish-120 GSM) 1 rim Rim of 500pages Bilt-Royal executive bond
- **4** Green Legal Paper (80 GSM) 25 rim or 200 pad Rim of 500pages and pad of 100 sheets Matrix
- **5** Green A4 size paper (80 GSM) 7 rim Rim of 500pages Bilt
- **6** Blue A4 size paper (80 GSM) 5 rim Rim of 500pages Bilt
- **7** Pink A4 size paper (80 GSM) 5 rim Rim of 500pages Bilt
- **8** Yellow A4 size paper (80 GSM) 5 rim Rim of 500 pages Bilt

**Other (Category D)**

- **1** Replacement fax Ribbons 6 rolls No. Panasonic KX-FA93 213mm*70m (KX-FP 342/343/362/386) 70mTRS*2 Rolls
PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the National Innovation Foundation-India (hereinafter called ‘NIF-India’) having agreed to exempt (hereinafter called ‘the said contractor(s)’) from the demand under the terms and conditions of an agreement/Advance Purchase Order No………….. dated…………………..made between ……………….. and …………… for the supply of ……………………………(hereinafter called “the said agreement”), of performance security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for we, (name of the bank)…………………………………………………( hereinafter refer to as  “the bank”) at the request of …………………………..(contractor(s)) do hereby undertake to pay to the NIF-India an amount not exceeding ……………………… against any loss or damage caused to or suffered or would be caused to or suffered by NIF-India by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) ......................................................do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NIF-India by reason of breach by the said contractor(s)’ of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)’ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of NIF-India in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding............................................

3. We undertake to pay to the NIF-India any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank)………………………………….. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NIF-India under or by virtue of the said Agreement have been fully paid and its claims
NIF-India certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE/TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) further agree with the NIF-India that the NIF-India shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIF-India against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the NIF-India or any indulgence by the NIF-India to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NIF-India in writing.

Dated the day of for (indicate the name of bank)
SECTION-III-FORM-07

SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

AGREEMENT:
The agreement is made on this ___________ day of ______ 2015 between M/s._________________ herein referred to as the contractor carrying on the business under the name and style of M/s. ___________ of the one part.

National Innovation Foundation-India, acting through the Director, herein after referred to as the other part whereas the said contractor has agreed with the National Innovation Foundation-India, for supply of required items in conformity with the requirements & specifications.

Now this indenture witness that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake to supply the Stationery items and general items as referred in Tender No. NIF/2015/ADM/01 as per the requirement. This is in respect to their bid letter no. __________________ dated_________ at the rates quoted by contractor. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.

2. The supply of the Stationery i.e. ………………………………………………., which are not in conformity with the requirements/ specifications are liable to be rejected.

3. This contract shall be effective from ______________ to _____________. The Tender is valid for a period of one year from the date of signing of/ opening of the tender. The contract may be extended with the same terms and conditions and rates with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty of 0.5 percent (%) of the P.Os shall be imposed for every week’s delay or part thereof for a period upto 10 (Ten) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another Ten weeks of delay in complying with the date of delivery of the items for delayed supply and/or undelivered material/supply on each such occasion/default.

4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. The Director on
behalf of NIF-India will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform/fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

5. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any

6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director, NIF-India or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

7. The Security deposit is liable to be forfeited to the NIF-India without any prejudice to any other rights and remedies of NIF-India in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the term of the contract including the extended period if any.

8. That the tender schedule, instructions to the bidders and terms and conditions shall also form part of the agreement. That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and NIF has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the authorized official of
Company/Firm
Signature:
Name:
Address:

Signature of the National Innovation
Foundation
Signature:
Name:
Address:

WITNESSES

1. 1.
SECTION-III-FORM 8

CERTIFICATE OF DECLARATION

I ___________________________ Son/Daughter of ____________________ / W/O ___________________ R/O ___________________________ hereby confirm and declare that my/our firm/company M/s........................................ is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.

In case at any stage, it is found that the information given by me is false/ incorrect, NIF-India shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Sign:

For and on behalf of the Bidder

Name : ________________________

Position : ________________________

Date : ________________________