

**Bihar State Food & Civil Supplies
Corporation Ltd.**

Khadya Bhawan, Road No.-2, Daroga Rai Path, Patna-1

TENDER No. 02/2018

BID DOCUMENT

***For Supply & Printing of Office Stationery
with Security Features***

PRICE OF BID DOCUMENT: Rs.1,000.00 only

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SECTION-I

Bihar State Food & Civil Supplies Corporation Limited
Department of Food & Consumer Protection
Government of Bihar
Patna

OPEN TENDER NO. 02/2018

NOTICE INVITING TENDER

Office of Issue	:	Bihar State Food & Civil Supplies Corporation Limited
Tender Number	:	02/2018
Date of issue of bid document	:	From 13/06/2018
Pre-Bid Meeting	:	22/06/2018 at 15:00Hrs. at Khadya Bhawan, Patna-1
Tender Forms Available From	:	BSFC, Khadya Bhawan, Daroga Rai Path, Patna-1
Website	:	http://sfc.bihar.gov.in
Due date of Receipt	:	Up to 02/07/2018 , Time: 15:00Hrs.
Date of opening of Technical bid	:	02/07/2018 , Time: 16:00Hrs.
Date of opening of Financial bid	:	To be notified later
Cost of Bid Document	:	Rs.1,000/-(Non-refundable)
Earnest Money for Supply & Printing:	:	Rs.1,00,000/-

Wax Sealed Tenders under two bid systems i.e. "Technical Bid" & "Financial Bid" are invited from reputed & financially sound manufacturers/distributor's/dealers/firms:

For the tender of Printing of Office Stationery with Security Features:

The outer envelope should clearly be marked for the "**Printing & Supply of Office Stationery with Security Features**" and the inner envelopes should be marked as the "**Technical Bid for the tender of Printing & Supply of Office Stationery with Security Features**" and the "**Financial Bid for the Tender of Printing & Supply of Office Stationery with Security Features**"

Other Details

- i) **Items likely to be purchased after printing for the next two years on quarterly basis as per Annexure-A.**
- ii) Prices quoted should be F.O.R. Destination, inclusive of all levies and taxes and packing & forwarding charges, delivery charges, etc.

- iii) Bidders for the tender of Printing & Supply of Office Stationery with security features shall have to submit an earnest money deposit of Rs.1,00,000/- (Rs. One Lakh only) in the form of Demand Draft on any scheduled bank at Patna in favour of "Managing Director, Bihar State Food & Civil Supplies Corporation Limited" along with the bid.
- iv) Intending bidders may obtain a copy of bid document from Storage Section, BSFC, Khadya Bhawan, Patna either on payment of Rs.1,000/- (Rs. One Thousand only) in cash with an application or in the form of crossed Demand Draft/Banker's Cheque from any scheduled Bank in Patna drawn in favour of "Managing Director, Bihar State Food & Civil Supplies Corporation Limited".
- v) In case, any intending bidder has downloaded the tender document from the tenders section of the BSFC's website i.e. <http://sfc.bihar.gov.in> they must ensure that requisite tender fee/cost is enclosed in the form of Account Payee Demand Draft from any of the commercial bank in favour of "Managing Director, Bihar State Food & Civil Supplies Corporation Limited" with their tender, failing which the tender will be treated as incomplete and will be ignored.

General Manager Storage
Bihar State Food & Civil Supplies Corporation Limited

SECTION-II

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. DEFINITIONS

- i. "The Purchaser "means Bihar State Food & Civil Supplies Corporation Limited (Here in after referred to as "BSFCSCCL").
- ii. "The Bidder "means the participant to this tender who submits its bid.
- iii. "The Supplier "means the participant(s) selected for supplying the goods/services under the contract.
- iv. "The Goods "means all the materials mentioned at Annexure 'A', which the Supplier is required to supply to the Purchaser under the contract.
- v. "The Advance Purchase Order "means the intention of Purchaser to place the Purchase Order on the bidder.
- vi. "The Purchase Order "means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachment sand appendices there to and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- vii. "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- viii. "Validation" is a process through which the goods are tested to ascertain its satisfaction as per the specification mentioned in Annexure 'A' & Annexure 'B'.

2. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conductor outcome of the bidding process.

THE BID DOCUMENTS:

3. THE BID DOCUMENTS:

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a) Notice Inviting Tender.
- b) Instructions to Bidders.
- c) General (Commercial) Conditions of the Contract.
- d) Special Conditions of Contracts.
- e) Specifications of the goods.
- f) Format for Bid Form and Price Schedules.
- g) Format for Contract Form.
- h) Format for Performance Security Bond Form.
- i) Format for Letter of authorization to attend bid opening.
- j) Check lists of documents to be submitted by the bidders.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. ***Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in any respect will be at the bidder's risk and may result in rejection of the bid.***

4. CLARIFICATION OF BID DOCUMENTS:

4.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by Fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 2 days prior to the date for the submission of bids.

4.2 The prospective bidder can visit any working day between 3:00 PM to 5:30 PM for any clarifications sought by them.

5. AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified by way of publishing on the website of the corporation.

PREPARATION OF BIDS:

6. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) The Technical Bid and (2) Financial Bid:

6.1 The Technical Bid should be sealed in a separate cover and subscribed as **‘Technical Bids for Printing & Supply of Office Stationery with Security Features’** The Technical Bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the check list being on the top.

6.1.1 The Checklist along with documents as detailed in Annexure G

6.1.2 Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document No.02/2018 by authorized person(s).

6.2 The Financial Bid shall contain:

6.2.1 The checklist & other documents as detailed in Annexure-G

6.2.2 Bid Form [as per Annexure-B]

6.2.3 Price schedule [as per Annexure-C]

7. BID FORM:

The bidder shall complete the Bid Form (Annexure-B) and the appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

8. BID PRICES:

8.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of GST & other taxes as applicable). The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per price schedule given in Annexure-C. The offer shall be firm in Indian Rupees only.

8.2 Prices indicated on the Price Schedule shall be entered in the following manner:

8.2.1 The price of the goods shall be quoted total price (inclusive of all taxes and levies) item wise.

8.2.2 The bidder shall quote only one price for each item will be taken for evaluation for all the items given in schedule of requirement.

8.3 The prices quoted by the bidder shall remain fixed during the entire period of contract.

8.4 The unit price quoted by the bidder shall be insufficient detail to enable the purchaser to arrive at prices of the items offered.

8.5 “DISCOUNT”, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

8.6 The price approved by the BSFCSCCL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 8.1 above. Break up in various heads like GST, Insurance freight and other taxes paid/payable as per clause 8.2 is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

9.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents as per terms and conditions of bid documents.

9.1.1 Certificate of incorporation/registration.

9.1.2 Valid IBA Certificate registered as security printer

9.1.3 Latest and Valid Income Tax Clearance Certificate or copy of Income Tax return and copy of PAN.

9.1.4 Self Attested Copy of Balance Sheet and Profit & Loss account for ascertaining the Turnover

9.1.5 Copy of the annual return filed with the commercial tax department for under the GST Act.

9.1.6 Documents as per checklist in Annexure G

10. BID SECURITY:

10.1 Demand Draft

10.1.1 Bidders for the tender of Supply & Printing of Office Stationery with Security Features shall have to submit an earnest money deposit of Rs.1,00,000/- (Rs One Lakh only) in the form of Demand Draft on any scheduled bank at Patna in favour of "Managing Director, Bihar State Food & Civil Supplies Corporation Limited" along with the bid.

10.1.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Para10.5.

10.2 A bid not secured in accordance with Para10.1 shall be rejected by the purchaser being non responsive at the bid opening stage and returned to the bidder unopened.

10.4 The bid security of the unsuccessful bidder will be discharged/returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

10.5 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
- b) In the case of a successful bidder, if the bidder fails:
 - i. To Sign the Contract
 - ii. To furnish the performance security

In both the above cases, i.e. 10.5 (a) & (b), the bidder will not be eligible to participate in the tender for same item for two years from the date of issue of this tender. The bidder will not approach the court against the decision of BSFCSCCL in this regard.

11. PERIOD OF VALIDITY OF BIDS:

11.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 17.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

11.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses there to shall be made in writing. The bid security provided under Clause 10 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

12. FORMATS AND SIGNING OF BID:

12.1 The bidder shall prepare one complete set of original bid.

12.2 The original shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

12.3 The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the bidder in which case such corrections shall be signed by The person or persons signing the bid.

SUBMISSION OF BIDS:

13.1 SEALING AND MARKING OF BIDS

- (i) FOR THE BID OF PRINTING OF STATIONERY ITEMS WITH SECURITY FEATURES

The bidder shall wax seal the Technical and Financial Bids in separate envelope and keep the main bigger wax sealed envelope. The Technical Bid shall bear the name "TECHNICAL BID OF PRINTING & Supply OF STATIONERY ITEMS WITH SECURITY FEATURES (Tender No. 2/2018) on the envelope, while the Financial Bid shall bear the name "FINANCIAL BID OF PRINTING & Supply OF STATIONERY ITEMS WITH SECURITY FEATURES (Tender No. 2/2018) on the envelope for avoiding any mismatch.

TECHNICAL BID:-

The firm in this regard should submit the following documents–

- a. Financial status: - The average annual turnover of the firm for last 3 years should not be less than 2Cr. per annum. Copies of profit & loss account and balance sheets for the last three years should be enclosed.
- b. Application fee/ cost of tender documents for Rs. 1,000/- (non-refundable) except in case where tender document have been obtained from the office of BSFC, against payment and

bid security of Rs. 1,00,000/- (refundable), as applicable. Technical Bid received without application fee/cost of tender documents and bid security will not be considered.

- c. Authorization letter for the bid opening [as per Annexure – F]
- d. Income Tax Return Filed Acknowledgements for last three years.
- e. PAN Number.
- f. GST registration certificate.
- g. TIN number of the firm.
- h. ISO certification for Quality Management Systems (ISO 9001:2015) of bidder
- i. Proof of registration as a security printer
- j. The printer should furnish paper samples with tender document.
- k. In view of the special nature of the substrate, the bidder should enclose a letter from the original manufacturer of the substrate that the material will be supplied to the bidder in case the tender is awarded to him. This is to ensure that there is no delay in supplies owing to the availability of the raw material.
- l. To protect the highly confidential nature of this job, out-sourcing the job in full or part is not allowed. The printer should have adequate in house facilities and technical manpower for the entire process of printing the SIO, Truck Challans, RO and various registers as specified in the tender. (Undertaking letter by bidder to be submitted)
- m. The period of contract will be for minimum of Two Years based on the financial quote of the bidder, which can be extendable further with mutual consent.
- n. The printer should provide at least 5 purchase orders/work orders from different agencies Board/Government sector clients for successful execution of similar application as a proof of their expertise to print. (Copies of purchase orders to submitted)
- o. A detailed write-up of all security features as specified in the tender document should be submitted by the firm in their letter pad mentioning how these security features will be implemented. Any additional security feature which bidder proposes has to be clearly intimated by the bidder along with details.
- p. The printer shall have the capacity to supply material within 4 weeks, from 2nd delivery onwards, from the date of purchase order. (Acceptance letter to be submitted). This can be reviewed once the technical bids of all bidders are opened to verify the lead time which the mills will take to supply the required papers to bidders. In the initial phase while placing the 1st order, the printer can be given a time of up to 120 days to make the necessary arrangements of die casting, etc.
- q. A separate bar code solution has to be provided by the bidder to be implemented and integrated in the current IT systems deployed by BSFCSCCL should comprise of following:

a)- Should be able track the entire lifecycle of a particular document, b)- Inventory management of bar coded documents can be done. (Acceptance letter to be submitted by Bidder)

r. Telephone number (landline & mobile).

s. The Check List (as per Annexure-G)

13.1.1 The bidder must have adequate experience for supply/execution of similar work in Govt. offices/ PSUs and other similar organizations. Necessary supporting documents like work orders for last two years to this effect must be submitted along with the offer.

FINANCIAL BIDS:-

The financial bid shall contain:

(a) The checklist [as per Annexure-G]

(b) Bid Form [as per Annexure-B]

13.2

(a) The bigger envelope containing technical and financial bids in separate envelopes shall be addressed to purchaser at the following address:

General Manager Storage,

Bihar State Food & Civil Supplies Corporation Limited

Khadya Bhawan, Daroga Prasad Rai Path, R. Block Road No.-2, Patna-800 001

(b) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' (...../...../2018 at 16:00).

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.

(d) Tender may be sent by registered post/SPEED POST/COURIER or delivered in person on above mentioned address (address is given in Clause 13.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.

(e) Bids delivered in person shall be dropped in the tender box placed in the Reception Area of BSFC, Khadya Bhawan, Patna. The Purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of Tender Opening: Tender will be opened in the BSFC, Khadya Bhawan, Patna at 16:00Hrs. on the due date. If due to administrative reason, the venue/time of bid opening is changed, it will be displayed prominently in the notice board of BSFC at Khadya Bhawan and also uploaded on the website of the SFC.

13.3 If the envelopes are not wax sealed and marked as required at para 13.1 and 13.2, the bid shall be rejected.

14. SUBMISSION OF BIDS:

14.1 Bids must be received by the Purchaser at the address specified under Para 13.2 not later than the prescribed time on due date.

14.2 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 5 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

14.3 Not more than one independent and complete bid shall be permitted from a bidder.

15. LATE BIDS:

15.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 14, shall be rejected and returned unopened to the bidder.

16. MODIFICATION AND WITHDRAWAL OF BIDS:

16.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

16.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 13. A withdrawal notice may also be sent by telex/fax but followed by a signed confirmation copy by post or in person a not later than the deadline for submission of bids.

16.3 Subject to clause 18, no bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION:

17. OPENING OF BIDS BY PURCHASER:

17.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who chose to attend, at 16:00 hrs on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Annexure-F).

17.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

17.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

17.4 The date fixed for opening of bids, if subsequently declared as holiday by BSFCSCCL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

18. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response may either be in writing or oral. However, no post bid clarification at the initiative of the bidder shall be entertained.

19. TECHNICAL EVALUATION:

19.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

19.2 Prior to the financial evaluation, pursuant to clause 20, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

20. FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

20.1 The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of unsuccessful bidders would not be opened and will be destroyed.

20.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between word and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

20.3 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., GST, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule in annexure-(III) of the Bid Document.

20.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

21. CONTACTING THE PURCHASER:

21.1 Subject to Clause 18, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

21.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

AWARD OF CONTRACT:

22. PLACEMENT OF ORDER:

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

23. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser 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 what so ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

24. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

25. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the items in time. Further, the suppliers whose items shall not be satisfactory in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

26. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

SECTION-III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-A.

3. PERFORMANCE SECURITY:

3.1 The supplier shall furnish performance security to the purchaser for an amount equal to Rs.10,00,000/- within 7 days from the date of issue of Purchase Order by the Purchaser.

3.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

3.3 The performance security Bond shall be in the form of Bank Guarantee only issued by a scheduled Bank and in the form provided in 'Annexure-D' of this Bid Document.

3.4 The performance security Bond will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier's performance obligations including Any warranty obligations under the contract.

4. INSPECTION:

4.1 The Purchaser or his representative shall have the right to inspect the goods as per prescribed schedules for their conformity to the specifications.

4.2 Should any inspected goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

5. DELIVERY:

5.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

5.2 The delivery of goods shall be completed within 30 days or the maximum time extended in the purchase order. All the items will be delivered at Khadya Bhawan, Patna and no transport/Cartridge charges shall be paid for the delivery of goods.

6. PAYMENT TERMS:

6.1 100% Payment shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (i) Invoice.
- (ii) Delivery Challan/Bills in duplicate duly pre-receipted.
- (iii) Supplier certificate for dispatch.
- (iv) Excise gate pass/invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt.

6.2 No payment will be made for goods rejected at the site on testing.

7. CHANGES IN PURCHASE ORDERS:

7.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in anyone or more of the following:

- (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) The method of transportation or packing;
- (c) The place of delivery; or
- (d) The services to be provided by the supplier.

7.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

8. LIQUIDATED DAMAGES:

8.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 8.2 below.

8.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.25% of the value of the delayed supply for each day of delay or part thereof for a period upto 30 (THIRTY) days and thereafter at the rate of 2.5% of the value of the delayed supply for each week of delay or part thereof for another 10 (TEN) weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challenge able by the supplier.

9. FORCE MAJEURE:

9.1 If, at anytime, 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 reasons 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 (herein after 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 event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries 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 reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

9.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may wish with the concurrence of the purchaser elect to retain.

10. TERMINATION FOR DEFAULT:

10.1 The Purchaser 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 supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 10;
- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

10.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 8.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

11. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

12. ARBITRATION:

12.1 In the event of any question, dispute or difference arising under this agreement or in connection there with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Managing Director, BSFCSCL or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Managing Director, BSFCSCL or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Managing Director, BSFCSCL, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Managing Director, BSFCSCL, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is BSFC. Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSFC, Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Managing Director, BSFCSCL or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

12.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to afore said Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3 The venue of the arbitration proceeding shall be the Office of the Managing Director, BSFCSCL at Patna or such other Places as the arbitrator may decide.

13. 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 the purchaser and set off the same against any claim of the Purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser.

14. The bidder should furnish the full specification of the goods offered in this tender. No change shall be permitted after opening of bids.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section-II & "General (Commercial) Conditions of the Contract" as contained in Section-III and wherever there is a conflict, the provisions herein shall prevail over those in Section-II and Section-III.
2. In case, where bid security is not submitted in the manner prescribed THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.
3. Purchaser reserves the right to disqualify such bidders who have are cord of not meeting contractual obligations against earlier contracts entered in to with the purchaser.
4. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
5. The purchaser reserves the right to counter offer price(S) against price(S) quoted by any bidder.
6. Any clarification issued by BSFC in writing with response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
7. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time as in clause-5 of Section-III from the date of placement of purchase order.
8. The quality of goods should strictly be as per specification mentioned at Annexure-'A'.
9. The Performance Guarantee would be returned after satisfactory execution of the contract and recovery cost charges, if any for defective goods, if any supplied or for non satisfactory functioning of any goods.
10. Since the quantity given, if any, are approximate depending on the usage of the customer, may likely to vary depending upon the actual usage and the selected contract or scan have no right for the quantity, if any, mentioned in the tender and BSFC reserves the right to vary the quantity mentioned.
11. Payment will be released on the actual quantity of the supplies made at the prices approved by the purchaser or as desired by the purchaser.
12. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to BSFC.
13. BSFC reserves the right to
 - a. Accept or reject of any bid and annul the bidding process without assigning any reason whatsoever at any time prior to the award of contract.
 - b. To counter offer prices(s) against price(s) quoted by the bidder.
 - c. Blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

14. The agreement shall be in force for a period of Twenty Four (24) months initially, which may be extendable by a further period on mutual consent.

15. The Bid security/Perform a security deposit of the bidder would be forfeited, in case he refuses to honor the agreement issued by the BSFC for supply of the materials.

**General Manager Storage
Bihar State Food & Civil Supplies Corporation Limited
Khadya Bhawan, Daroga Rai Path, Patna - 1**

Annexure - A

**TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIRMENTS
FOR PRINTING & SUPPLY OF OFFICE STATIONERY WITH SECURITY FEATURES**

Sr. No.	Item	Details
		As per the list attached in Annexure C

Annexure - B

BID FORM

Tender No.

Date (Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached here with and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Purchase Order of Contract is prepared and executed, this Bid to get her with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive. Dated this day of 2018.

Signature of in capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Signature.....

Address.....

Tele No.(s):-.....

FAX No(s):-.....

E-Mail Address:-.....

Annexure-C

PRICE SCHEDULE FOR SUPPLY & PRINTING OF OFFICE STATIONERY AS PER FOLLOWING SECURITY FEATURE SPECIFICATIONS

1. **12” Paper with 85% brightness**
2. **Dandy watermark during paper manufacturing with security Fluorescent fibers in paper**
3. **60 GSM White Map Litho Paper**
Pre-printed SIO and RT Notes will be printed with following security features :-
 - {a} **Dandy watermark paper as mentioned in Sr. No.-2**
 - {b} **Alphanumeric Number and Barcode**
 - {c} **Hologram in each leaf**
4. **Rest items will be printed with following security features :-**
 - [i] **Dandy watermark paper as mentioned in Sr. No.-2**
 - [ii] **Hologram**

S.No	Item	Details	Rate as per Unit	Approximate Quantity Required for Two Years
1	Store Issue Order	Pre-printed continues SIO 12X12 paper size is to be printed, In a set of 4 pages of 12X12 each will have 4 sets of 6X6 SIO. Each SIO will be printed in a set of 3+1 part. Printing on First page will be in pink color, Second page will be printed in green color, Third page will be printed in yellow color and last page will be printed in Black color. A layer of carbon has to be inserted in and after first page in three layers. All SIO pages will be of 70GSM and a complete set of 12X12 will weigh not less than 280GSM. Each set of 6X6 SIO's will be attached to each other through perforation. Security wise each SIO paper will have to be able to be printable on dot matrix printer with carbon impact on all 3 subsequent papers.	Rate per SIO	86,40,000 Leafes of SIO's
2	Truck Challan	Pre printed transport challan 6”X6” is to be printed, in a set of 4 white Leafes of 70GSM each. All 4 white Leafes printed on (pink, yellow, blue and white) will be pre printed with perforating. They will be in a set of 50X4=200 Leafes with binding of thick craft paper stitched to it.	Rate per booklet	9,60,000 Leafes
3	M Form	M Form in booklet in triplicate size 6X6. White paper pre printed with perforating. It will be in a set of each book of 50X3=150 Leafes.	Rate per Booklet	1,50,000 Leafes
4	Inward Register	Inward register size 12X16 with perforation. Each register will be of 50X2=100 Leafes with full red cloth binding.	Rate per Register	5,00,000 Leafes
5	Sales Register	Sale register size 12X16 with perforation. Each register will be of 50X2=100 Leafes with full red cloth binding.	Rate per Register	5,00,000 Leafes
6	Stock Register	Stock register size 12X16 with perforation. Each register will be of 50X2=100 Leafes with full red cloth binding.	Rate per Register	2,00,000 Leafes
7	Central Stock Register	Central Stock register size 12X16. Each register will be of 200 Leafes with hard card board binding including Rexene binding on corners and side.	Rate per Register	40,000 Leafes

S.No	Item	Details	Rate as per Unit	Approximate Quantity Required for Two Years
8	Release Order	Release Order size 6X8 printed in 4 colors (pink, yellow, green & white) on white 70 GSM Maplitho paper in preprinted format with perforation. Each book will be bounded by thick craft paper and stitching. Book will be 50X4=200 Leafes.	Rate per Booklet	1,60,000 Leafes
9	Acceptance Analysis Report	Acceptance Analysis Report of Rice in booklet size 6X6 printed in 4 colors (pink, yellow, green & white) on white 70 GSM Maplitho in preprinted format with perforation. Each book will be bounded by thick craft paper and stitching. Book	Rate per Booklet	1,60,000 Leafes
10	Release Order-Cum-Purchase Register	Purchase register size 12X16. Each register will be of 200 Leafes with hard card board binding including Rexene binding on corners and side.	Rate per Register	30,000 Leafes
11	Gunny Bag Register	Gunny Bag register size 12X16. Each register will be of 200 Leafes with hard card board binding including Rexene binding on corners and side.	Rate per Register	30,000 Leafes
12	Gunny Bag Central Register	Gunny Bag Central register size 12X16. Each register will be of 200 Leafes with hard card board binding including Rexene binding on corners and side.	Rate per Register	30,000 Leafes
13	Weight Check Memo	Weight Check Memo in booklet in triplicate size 6X8. White paper pre printed with perforating. It will be in a set of each book of 50X3=150 Leafes.	Rate per Booklet	30,000 Leafes
14	Central RO Register	Central RO register size 12X16. Each register will be of 200 Leafes with hard card board binding including Rexene binding on corners and side.	Rate per Register	30,000 Leafes
15	Store Issue Order for MDM and Others	Store Issue Order size 6X8 in 4 colors printed in (pink, yellow, green & white) on white 70 GSM Maplitho in preprinted format with perforation. Each book will be bounded by thick craft paper and stitching. Book will be 50X4=200 Leafes.	Rate per Booklet	80,000 Leafes

**** Note: Other Registers may be print as and when required.**

Annexure - D

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (herein after called 'the Government') having agreed to exempt ----- (herein after called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement/(Purchase Order) No.----- Dated ----- made between ----- and ----- for the supply of ----- (herein after called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (herein after referred to as 'the Bank') at the request of ----- contractor(s) do hereby under take to pay to the BSFC an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the BSFC 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 under take to pay the amount due and payable under this guarantee without any demur, merely on a demand from the BSFC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSFC by reason of the contractor(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 the BSFC 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 BSFC 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 for a period of sixty days beyond the date of completion of all contractual obligations of the contract or including warranty obligations. And that it shall continue to be in force till all the dues of the BSFC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (BSFC) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S) and accordingly discharge this guarantee.

5. We (Name of the bank) -----further agree with the BSFC that the BSFC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSFC Against and said Contract(s) and to for bear 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 Contract(s) or for any for bearance, act or omission on the part of the BSFC or any indulgence by the BSFC to the said contract(s) or by any such matter or thing what so ever 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 BSFC in writing.

Dated the ----- day of -----, Two thousand Seventeen.

For ----- (Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-.....

STD Code - FAX No.

E-Mail Address:-

2.

Annexure - E
Contract Form

1. This agreement is made this day between, herein after called “name of company” the first party which expression shall include e his heirs, executor sand administrators/their successors and Department of Telecommunications (HQ), herein after called “BSFC”, the second party, through Under Secretary (T), BSFC (HQ), New Delhi here in after include his successors and assignees, shown as under:-
2. That WHERE AS the first party shall and will deliver Stationery & other related items for Department of Telecommunications (HQ), New Delhi details of which are given in annexure-I to this office tender notice dated at the rated quoted by vide their tender dated and as per all the terms and conditions given in Notice Inviting Tender (NIT) and the afore said tender notice dated which shall become part and parcel of this agreement.
3. That the first party would raise demand and the payment shall be done in accordance with Clause 8, Section III of aforesaid tender document.
4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.
5. In accordance with the Tender document No..... this agreement is made for a period of six months from....., as in clause 1 of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THE ROFT HE ABOVE MENTIONED PARTIE SHAVE PUT THEIR SIGNATURES ON THIS DAY OF 2018.

Witness for Contractor

Witness for BSFC

Annexure - F

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Following persons are hereby authorized 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
I		
II		

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the

- 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 representative will be permitted when regular representative are not able to attend.
 2. Permission for entry to the hall where bids are reopened may be refused in case authorization as prescribed above is not recovered.

ANNEXURE - G

Check List of Documents to be Submitted		
S. No.	Description	Yes/No
1	Copies of profit & loss account & balance sheet	
2	Tender document fee of Rs.1,000/-	
3	EMD of Rs.1,00,000/-	
4	Authorization letter as per Annexure - F	
5	Income Tax return filed acknowledgements for last 3 yrs	
6	Pan Number	
7	GST registration certificate	
8	ISO certification of the firm	
9	Proof for being a security printing press	
10	5 Samples have been submitted	
11	Letter from manufacturer to the bidder certifying availability of raw material	
12	Undertaking by the bidder that they will not outsource the job	
13	Acceptance letter of bidder as per clause m in 13.1	
14	Submission of copy of purchase orders	
15	Detailed write-up on security features	
16	Acceptance letter of bidder to supply material in 4 weeks from order	
17	Acceptance letter of bidder to provide bar code solution	
18	Telephone numbers	