

E-TENDER DOCUMENT

For

***PRINTING OF CAMP MATERIAL, HAND BOOK OF
INSTRUCTIONS (THEORY & PRACTICALS) &
SCHEME OF VALUATION FOR THE YEAR 2023-24***

Tender No:29/D1/TS/2023-24, Dated: 24- 11-2023

Address:

**The Secretary, Telangana State Board of
Intermediate Education, VidhyaBhavan,
Nampally, Hyderabad**

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Table of Contents

S.No	ITEM
1	INVITATION FOR OPEN COMPETITIVE BIDDING (OCB)
2	PRE-QUALIFICATION CRITERIA
3	INSTRUCTIONS TO BIDDERS
4	QUALIFICATION CRITERIA AND BID EVALUATION
5	PROCEDURE FOR OPENING AND EVALUATION OF BIDS
6	TERMS & CONDITIONS
7	GENERAL CONDITIONS OF CONTRACT (GCC)
8	FORMS
9	CHECK LIST
10	COMMERCIAL FORM (F)

1. Invitation for Open Competitive Bidding (OCB)

Telangana State Board of Intermediate Education (TSBIE), Vidhya Bhavan, Nampally,
Hyderabad, and issues notification

“PRINTING OF CAMP MATERIAL, HAND BOOK OF INSTRUCTIONS (THEORY & PRACTICALS) & SCHEME OF VALUATION”

Tender data sheet :

S.No	Particulars	Details
1	Name of the Department	Telangana State Board of Intermediate Education, Nampally, Hyderabad
2	Address and concerned person for correspondence	Telangana State Board of Intermediate Education, Nampally, Hyderabad, Jont Secretary. (Admn).
3	Purchase of Tender Start Date	01-12-2023, 10.00 AM
4	Email address to send the Pre-bid queries	jtsecy-admin-ie@telangana.gov.in
5	Last date of Bid submission	16-12-2023, 03:00 PM
6	Cost of Tender document	Document Fee: Rs. 3,000/- (non-refundable) on line payment through RTGS - Beneficiary Name: The Secretary, Telangana State Board of Intermediate Education, Nampally, Hyderabad, Bank Name: SBI, Branch: Gruhakalpa, A/c No:33866080997, IFSC Code: SBIN0020496.
7	EMD / Bid Security Amount	Bid Security (EMD) : Rs. 2,50,000/- (Rupees Two Lakhs Fifty thousand only) Note: EMD should be paid through Net Banking /RTGS NEFT/ Credit Card/Debit Card only
8	Date and time for opening of Technical Proposal	16 -12-2023, 04:30 PM
9	Performance Guarantee	The successful bidder shall be required to submit performance guarantee equivalent to 10% of the order value for the satisfactory performance/completion of the complete order in the form of bank guarantee from any nationalized bank.
10	Method of submission of Proposal	Only through e-Procurement Portal https://tender.telangana.gov.in
11	Validity of Bids	90 days from the date of opening of bid.

Note:

- Tender document can be viewed (or) downloaded from the website <https://tender.telangana.gov.in>
- Any further corrigendum/ addendum shall be uploaded on the e-procurement portal <https://tender.telangana.gov.in>.

B) Other Important Information related to Bid: This section provides important deadlines and associated activities, such as Bid Security information.

SNo	Item	Description
1.	Bid Security Validity Period	Validity period 3 Months
2.	Tender Period	1 year
3.	Period for signing contract	Within 7days from the date of receipt of letter of Notification of Award.
4.	Penalty for delay in implementation	Please refer penalty clause.
5.	Address for correspondence in respect of clarifications	jtsecy-admin-ie@telangana.gov.in
6.	Conditional bids	Not acceptable and liable for rejection and liable for forfeiture of the EMD.
7.	Transaction Fee Payable to	The Secretary, Telangana State Board of Intermediate Education, Nampally,Hyderabad-500001.
8.	Bid submission	On Line Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/ complying the changes/ amendments issued if any during pre-bid meeting in their bid.
9.	Procedure for Bid Submission	<p>Bids shall be submitted online on https://tender.telangana.gov.in platform</p> <p>a)The participating bidders in the tender should register themselves free of cost on e-procurement platform in thewebsitehttps://tender.telangana.gov.in</p> <p>b) Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.</p> <p>c) The bidders who are desirous of participating in e-Procurement shall submit their Pre-qualification bids, price bids as per the standard formats.</p> <p>d) The bidders should scan and upload the respective documents in Pre-Qualification documentation as detailed in RFP. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/ authenticity.</p> <p>e) The rates should be quoted in e-procurementsiteonly.</p> <p>f) The entire quoted price is in Indian Rupees only.</p>
10.	Other conditions	<p>a) After uploading the documents, the original Demand Drafts in respect of Bid Security (except the Price bid) are to be submitted by the bidder to the O/o Secretary, Telangana State Board of Intermediate Education, VidyaBhavan, Nampally, Hyderabad as and when required.Failure to furnish will be entitled in rejection of the bid.</p> <p>b) The TSBIE shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/</p>

		<p>fabricated/ bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>c) TSBIE will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>d) The Documents that are uploaded online on e-procurement will only be considered for Bid Evaluation. However, the bidding authority, at any point of tendering process, may request the bidders to submit the Physical documents as uploaded in e-procurement portal for clarifications.</p>
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Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

2. Pre- qualification Criteria

S No	Mandatory Eligibility Criteria for the Bidder	Documentary Evidence to be Attached with the Bid to be uploaded
1	The Bidder should be registered with appropriate tax authorities such as income Tax etc. (Consortium Partners are not permitted.)	Last three Year ITRs, MOA and other relevant documents
2	The Bidder should have a minimum average turnover of at least Rs. 50 Lakhs per year from last three financial years of operation from Supplier related business.	Auditor certificate The balance sheet/audited report for the last three financial years should be submitted.
3	The Bidder should be a profit making entity after all tax paid, for preceding three financial years with minimum net worth of 30 Lakhs at the end of last financial year.	The balance sheet/audited report for the last three financial years should be submitted.
4	The Copy of Certificate of approval by the Commissioner, Printing, and Stationery & Stores purchase, Chanchalguda,	Specific authorization certificate
5	Self declaration showing that the sufficient storage place is available with the printer to store 200 MTs of paper reels and 2 web double unit machines (size: 578 cut off) within the premises of the press under the same management.	Self declaration
6	Statement of Particulars showing the Machinery and Man power available with the printer	The necessary Photos of Machinery and Industry are to be enclosed.
7	The Bidder, must not have any instances of forfeiture of any amount – EMD or otherwise – for inability to perform their duties under any contract.	Self-declaration from the Bidder
8	If required, printer should make necessary arrangements to preserve the Printed Items at the space provided in printing press, till the completion of Tender period.	Self declaration

Relevant supporting documents (ink signed) should be furnished without fail otherwise the bid is liable to be treated as “non-responsive”.

- a) Representations received from the bidder within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
- b) The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, TSBIE reserves its right in seeking clarification from the firms may disqualify for the bidding mistakes, missing documents and for the documents that are not clear.
- c) Deviation from this shall be treated as termination of contract and shall attract the liability as specified in the Tender.

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Secretary, TSBIE

3. Instructions to Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder should carefully read and examine the Tender document.

a. Availability of TENDER Document

The e-Tender document is available and downloadable on following websites:<https://tender.telangana.gov.in> Tender Fees (non-transferable & non-refundable) must be paid online at e- procurement portal <https://tender.telangana.gov.in>

b. Issue of Corrigendum

TSBIE reserves the right to make any kind of amendments or in the terms and conditions of TENDER before the due date of submission of bid. Any change/ clarification/ corrigendum would be uploaded on the e- procurement portal. This will form a part of this Tender document.

c. Preparation and Submission of Proposal

i) Completeness of Bids

Bidders are advised to study all instructions, forms, terms& conditions, requirements and other information in the e-TENDER document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the e-TENDER document with full understanding of its implications. The response to this e-TENDER should be full and complete in all respects. Failure to furnish the information required by the e-TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The e-TENDER Document is not transferable to any other bidder.

ii) Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only.

iii) Preparation and Submission of Bid

The bidder is responsible for registration on the e-procurement portal (<https://tender.telangana.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website. In case of any difficulty kindly contact the e-procurement helpline.

The Bidder shall submit the proposals online as described below:-

- a) Proposal that are incomplete or not in prescribed format may be rejected.
- b) The Financial proposal should be submitted only through the e-procurement Portal.
- c) Financial Proposal – Scanned copy in PDF file format, signed on each page, with file name clearly mentioning: “PRINTING OF CAMP MATERIAL, HANDBOOK OF INSTRUCTIONS (THEORY & PRACTICAL) for the year 2023-24”. The proposal should be as per the Financial Proposal format provided in Commercial Form.
- d) The financial Bid shall be inclusive of all taxes & duties.
- e) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- f) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
- g) Bidders are advised to upload the proposals well in advance time to avoid last minute issues.
- h) The bid has to be submitted only through online. No physical submission of bids would be accepted.

iv. Late Bids: Proposal submitted after due date/ time shall not be accepted.

v. Tender Validity

The e-TENDER offer shall be valid only for one year from the due date of submission of proposal as mentioned in this e-TENDER or the subsequent corrigendum (if any) however, TSBIE in consultation with concerned Dept. may extend this period, if the bidder accepts the same in writing.

vi. Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of their bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

vii. Interpretation of the clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the TSBIE interpretation of the clauses shall be final and binding on the bidder. The decision taken by the TSBIE in the process of Tender evaluation will be full and final.

VIII. Amendment of Tender Document

At any time prior to the deadline for submission of bids, TSBIE for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the e-procurement website for updates, modification and withdrawal of Offers.

ix. Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition specified in the e-TENDER.

x. Earnest Money Deposit (EMD) / Bid Security

- a) The Bidder shall furnish a bid security as per the amount mentioned in Bid Data Sheet online through e-procurement portal.
- b) No interest shall be payable on EMD under any circumstances.
- c) Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (Sixty) days of expiration of the period of proposal validity or after awarding Tender to successful Bidder.
- d) In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee.

The EMD shall be forfeited by TSBIE, on account of one or more the following reasons-

1. If a bidder withdraws its bid during the period of bid validity.
2. If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder).
3. Information given in the proposal is found inaccurate/incomplete/false.

Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

4. Qualification Criteria and Bid Evaluation

Evaluation Methodology

i. Tender Opening

- 1) Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee (Payable Online through the portal) shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- 2) In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
- 3) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- 4) To assist in the scrutiny, evaluation and comparison of offers, the TSBIE, may at his discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by TSBIE, in the evaluation of the bids.

ii. Tender Evaluation

TSBIE shall evaluate the Technical and Financial bids as per the following process:

- a) The TSBIE will evaluate and compare the bids that have been determined to be substantially responsive.
- b) TSBIE shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, TSBIE, at its discretion, ask any Bidder for a clarification of its bid
- c) The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal along with Eligibility Criteria will be opened.
- d) Bids will be evaluated schedule wise separately based on the total price of each schedule.

iii. Failure to Agree with the Terms and Conditions of the-TENDER

Failure of the successful bidder to agree with the Terms & Conditions of the e-TENDER / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event TSBIE would reject the proposal and forfeit the EMD as specified in the document.

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Secretary, TSBIE

5. Procedure for Opening and Evaluation of bids

5.1. Outline of bid evaluation procedure:

- a) The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the TSBIE contact person shall open the Pre-qualification bids and list them for further evaluation. The financial bids shall be opened after evaluation of Pre-qualification bids.
- b) The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in e-tender call or elsewhere in this bid document or TSBIE may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

5.2. Opening of bids

- a) Bids will be opened in e-procurement portal

5.3. Clarification of bids:

During evaluation of the bids, TSBIE may, at its discretion, ask the bidder for clarification of its bid.

5.4. Preliminary examination:

- a) Preliminary scrutiny will be made to determine whether they are complete & accurate, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed in, and whether the bids are generally in order.
- b) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. **If there is a VARIATION between words and figures, the amount in words will prevail shall stands good if it is less tha figures value.**
- c) TSBIE may waive any minor informality, 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.
- d) Prior to the detailed evaluation, TSBIE will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
- e) If a bid is not substantially responsive, it will be rejected by the TSBIE and may not subsequently be made responsive by the bidder by correction of the nonconformity.

5.5. Evaluation of Pre-qualification bids:

- a) Pre - qualification bid documentation shall be evaluated in two sub-steps.
- b) Firstly, the documentation furnished by the vendor will be examined prima facie to see if the financial capacity and other vendor attributes claimed therein are consistent with the needs.
- c) In the second step, TSBIE may seek vendor(s) for additional information, visit to vendors site and/or arrange discussions with their management to verify claims made in the bid documentation.
- d) The Financial bids of only those bidders who qualify in the Pre-qualification bid would be opened.

5.6 Opening and Comparison of Financial Bids

The Financial Bids of the firms who qualify in pre-qualification stage will be opened

5.7 Overall Evaluation

- a) A Two-stage procedure will be adopted for evaluation of proposals; with the pre-qualification being completed and thereafter financial proposals will be opened and compared.
- b) The bids will be evaluated each schedule wise.
- c) TSBIE will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. The Bidders shall be asked to give technical presentation by the Committee on the approach methodology to implement the project as per scope of work.
- d) The commercial bids for the pre-qualified bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive.
- e) Conditional bids are liable to be rejected.

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Secretary, TSBIE

6. TERMS & CONDITIONS

1. Tender forms are not transferable.
2. The Tenderer should submit the Tender Form download from (<https://tender.telangana.gov.in>).
3. **The E.M.D. should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only at e-procurement site. The payment of Rs.2,50,000/- (Two Lakhs Fifty Thousand Only) towards Earnest Money Deposit, which shall bear no interest.**
4. **Tender without EMD will not be accepted.** The E.M.Ds. of previous Tenders if any available with the TSBIE will not be adjusted. Successful Tenderers E M D will be retained upon Submitting PBG and agreement successfully for one year period (12 months) from the date of acceptance of the tender.
5. **The intending Tenderer should sign the Tender form duly filling in the particulars and also declaration form supplied along with these Tender forms, failing which their tender will be ignored.**
6. The rates should be quoted for including/delivery/Transport of articles/goods to this office i.e., T S B I E (for Destination).
7. Tenders with incomplete price schedule will be rejected.
8. The number of quantity specified in the e-Tender schedule is the approximate requirement to be supplied. Notwithstanding the estimate of approximate quantities or numbers, the Secretary, Telangana State Board of Intermediate Education has the right to order any quantity or number of the article/s mentioned in the schedules as may be required on the date of placing of Order or to cancel any quantity or number of any such article(s).
9. The successful Tenderer is required to supply the items strictly within 15days from the date of receipt of order or as specified in the order. Failure to supply the article/s ordered, the PB Performance Bank Guarantee paid by the Tenderer will be forfeited, without further notice.
10. Supplies should strictly be conformed to the specifications mentioned in the order or to the approved sample. All the defective items supplied by the firms on whom orders are placed, will be rejected and the rejected stocks will have to be replaced at the cost of the firms within the time prescribed.
11. **FAILURE AND TERMINATION:** - If the successful Tenderer fails to deliver the stocks or any consignment, thereof within the period prescribed for such delivery the Secretary, Telangana State Board of Intermediate Education, Nampally, Hyderabad shall be entitled at his option either:
 - a. To recover liquidated damages as aforesaid;
 - b. To purchase elsewhere, without notice to the firm at the account and risk of the firm to the extent of items not delivered;

OR

 - c. To cancel the entire order or a portion thereof and if so desired to purchase the items at Firm's risk and cost.
 - d. In the event of action being taken under (b) and (c) above, the firm shall be liable for any loss which the Board may sustain or that account and the firm shall not be entitled to any gain on such purchase made against default. The manner and method of such purchase shall not be entitled to any gain on such purchase shall be in the entire discretion of the Secretary, Telangana State Board of Intermediate Education, Nampally, Hyderabad whose decision shall be the final.

12. If any article or item supplied by the Tenderer have been partly or wholly used or consumed in the Board and they are subsequently found to be unsatisfactory due to being inferior in quality or different in description from that quoted in the tender or not in accordance with the samples approved or otherwise found unfit for consumption the cost of such item will be recovered from the Tenderer, even though payment has already been made for them.
13. No advance payment will be made. Bills will be cleared in the normal course, after the supplies are accepted by the competent authority in all respects.
14. The successful tenderer should submit **an agreement on a Non-Judicial stamp paper worth of Rs. 100/-**(to be borne by the tenderer) along with a letter for acceptance of rates immediately, on receipt of a letter communicating the rates approved by this office along with PBG. Otherwise the EMD paid by the firm will be forfeited without notice and purchase may also be made outside at the discretion of the Secretary, TSBIE, T.S., Hyderabad.
15. The Tenderers should adhere to carry out all the instructions given to them from time to time.
16. The Secretary, Telangana State Board of Intermediate Education, Hyderabad reserves the right to accept or reject any or all the Tenders or partially accept any or more of tenders or may cancel the Tenders and invite fresh quotations/Tenders/ through (e Procurement) and place orders of any quantity of items in the Tender, without assigning any reasons there for.
17. All payments towards Taxes shall be as per the Rules in vogue. Necessary certificates and information required as per the rules shall be submitted by the Tenderer.
18. The decision of the Secretary, Telangana State Board of Intermediate Education, Hyderabad shall be final in all matters in respect of this tender.
19. All the disputes shall be subject to the jurisdiction of the High Court of Judicature for Telangana State at Hyderabad.
20. TSBIE will issue Indent/Printing order for the Quantity required as and when required the agency has to supply and submit the received Invoice and Bills, for processing request.
21. Quantity that may vary $\pm 20\%$
22.
 - a) Prescribed Tender Form obtained from e-procurement portal, downloaded duly filled in and signed by the Tenderer.
 - b) Latest Xerox copy of Sales Tax clearance Certificate.
 - c) The prescribed Self Declaration on a non-judicial stamp paper worth of Rs.100/- for acceptance of same rate valid for a period of **1 Year** from the date of acceptance of the tenders.

The Tender Form will be liable for rejection if the tenderer fails to enclose (upload) any of the above documents.
23. Any corrections, variations in the price made in the tender form and Price Tender should invariably be attested by the person who signed on the tender form.
24. The Tender forms are not transferable and telegraphic/fax/Postal tenders will not be entertained.
25. The PBG amount deposited by the successful tenderer will be retained with T.S.B.I.E., for a period of **1 Year** from the date of the acceptance of tender with no interest thereon. The E.M.D. of the unsuccessful tenderers will be returned after finalization of the tender on production of a requisition letter from the respective firms.

26. The tenderer should produce the latest 3 years Sales Tax clearance certificate issued by the competent authority where they are assessed or assessable.
27. Rates should be quoted inclusive of GST and all Taxes if applicable (FOR) O/o the Secretary, Telangana State Board of Intermediate Education, Nampally, Hyderabad (or) at the desired place(s) in Twin cities of Hyderabad and Secunderabad as desired by the Secretary at the time of delivery.
28. Quantity proposed for purchase can be increased (or) decreased as per the requirement at the discretion of the Secretary, T S B I E, Hyderabad. The Quantity mentioned in the Tender Notice is only indicative.
29. PRICE TENDR will not be opened till the pre-qualification tenders are examined and their eligibility and suitability. The price bid qualified firms will be opened in e-procurement site.
30. The Secretary, Telangana State Board of Intermediate Education, Nampally, Hyderabad reserves the right to reject any or all the tenders received without assigning any reason(s) thereof.
31. The Secretary, Telangana State Board of Intermediate Education, Hyderabad will have right to negotiate price and also to distribute the supply quantity among several tenderers in order to ensure prompt supply.
32. Failure on the part of the successful tenderer to enter into an agreement with specified date shall entail forfeiture of E.M.D., besides suitable legal action and black listing the firm.
33. Time & Date of delivery of the material shall be deemed to be the essence of the contract and the supplier shall deliver the material as per the order letter issued by the Secretary, T S B I E (or) officer duly authorized.
34. The supply of any part/share of interests in it is not to be transferred or assigned by the successful tenderer/supplier directly or indirectly to any person(s), whoever, without the written consent of the Secretary, T S B I E, Hyderabad.
35. Change of address, if any, shall be informed to the Telangana State Board of Intermediate Education, Nampally, Hyderabad immediately, otherwise any notice, order, information etc., to the supplier at his usual last known address(or) abode (or) business.
36. Invoices/Bills in duplicate should be sent with every delivery of the materials for payment.
37. Payments will be made by way of Account Payee Cheques/ Online Transfer only on the firm's name.
38. If the successful tenderer fails to deliver the material (or) any consignment thereof within the delivery date specified, for such delivery, the Secretary, Telangana State Board of Intermediate Education, Hyderabad shall be entitled at his option either;
 - a) to recover liquidated damages;
 - b) to purchase elsewhere without notice to the firm, on the account and at the risk of firm to the extent of material non-delivered.
 - c) To cancel the entire printing order(s) (or) a portion thereof and if so desired to purchase the materials at firm's risk and cost.
 - d) In the event of action taken under (b) or (c) above, the firm shall be liable for any loss which the T.S.B.I.E., may sustain on that account and the firm shall not be entitled to any gain on such purchase made against default and the manner & method of such purchases shall be at the entire discretion of the Secretary, T S B I E., Nampally, Hyderabad whose decision shall be final.

- e) If the supplied material is found unsatisfactory (or) does not conform to the specifications at any stage, the Secretary, TSBIE has powers to reject the supplied material totally or partially.
 - f) If the supplier fails to supply the ordered material at any stage (or) in any manner, the PBG shall be forfeited and the extra cost involved on the purchase of the material so ordered from the source shall be charged on the supplier who shall be bound to pay such charges.
 - g) The rejected material shall be removed immediately at the cost of supplier within three days of such intimation. If not, a penalty as desired by the Secretary, T S B I E shall be imposed besides liable to be charged for the expenses incurred by T.S.B.I.E. for removal of such rejected material(s).
39. The supplier shall be solely responsible for payment of all taxes, duties and license fee etc., incurred until delivery of goods contracted to Telangana State Board of Intermediate Education including the increases, if any.
 40. The decision of the Secretary, Telangana State Board of Intermediate Education, Hyderabad shall be final in all matters in respect of this tender.
 41. The tenderer should carry out scrupulously all the instructions given from time to time by TSBIE, Hyderabad.
 42. If any dispute arises as to quality of paper supplied for purpose of either acceptability of purchase the opinion of the Secretary, Telangana State Board of Intermediate Education, Hyderabad shall be final and he shall not be required to give any reason(s) in writing for rejection (or) action taken on the supplies to that extent.
 43. The Tenderer should quote their rates, in clear terms and legibly which shall be inclusive of all operational charges and free delivery to this office and for a unit of 1,000 (one thousand) copies and any corrections, variations in the rates made in the tender form and Price Tender should invariably be attested by the person who signed on the tender form.
 44. The Tenderer should have sufficient storage facilities to store the printing paper and to stock the printed items till deliveries are affected. The printer should take adequate and proper care for the stock of paper supplied for printing of items and prevent damages by white ants, rats, fire, theft etc. The tenderer should insure the paper supplied by the Board at his own cost and should submit copies to Board immediately.
 45. The successful Tenderer should enter into an agreement with the Secretary, T.S.B.I.E. as per the Terms & Conditions mentioned in the Tender Document, for due performance of work on Non-Judicial stamp paper worth Rs.100/- (Rupees One hundred only) payable by the Tenderer. Failure on the part of the successful tenderer to enter into an agreement within the time limit shall entail to forfeiture of the E.M.D. besides liable for suitable legal action by the Board and the firm will be kept under Black list.
 46. The approved tenderer have to submit the Bank Guarantee for Rs.25.00 lakhs (Rupees Twenty Five lakhs only) of any Nationalized Bank in twin cities for a period of one year immediately towards the cost of White Printing paper to be received from the Board or otherwise to the extent of the stocks supposed to be continued and stocked at their disposal during the process of the work, prior to the actual allotment of work order by the Board.
 47. The orders should be executed within the periods specified.
 48. The specifications regarding the type and size of the letters, ink, etc., used should be clearly indicated in the Tender Form itself by filling forms and other particulars, if any, which not covered or accommodated in the prescribed form should be furnished as separate enclosures.

49. Printing should be done using the best quality ink in order to give clear, clean and tidy appearance. Work non-conforming to the specifications/instructions issued by this office will not be accepted and no payment will be made on this account.
50. The material, if any, taken delivery in the Telangana State Board of Intermediate Education or given delivery at the Telangana State Board of Intermediate Education should be by **Safe Transit** and at the cost of the Tenderer. Valid acknowledgement for all deliveries made shall be obtained. The cost of transportation to and fro and other charges towards packing at the time of delivery of the material, loading and un-loading will be borne by the Tenderer at his own cost. The wrapper material of paper supplied should be delivered back to the Telangana State Board of Intermediate Education intact.
51. Proof and sample of the job given should be sent to this office for approval and only after obtaining the strike orders, the final printing work should be commenced. The approval of the proof sample should be obtained in writing with the office seal of the office approving the proof and the cost of DTP, Positive & Negative films required to the given job should be borne by the Printer only. No extra costs are allowed for these items.
52. The number of copies ordered for printing is subject to revision or modification by the Secretary as per the needs.
53. All the deliveries should be weighed at the firm's cost and the weigh bill should be produced along with each Delivery Challan.
54. Print wastage at 2% will be allowed.
55. If the trimming waste is more than 5.34%, the excess quantity of paper trimmed will be recovered at the rate of office sweep (waste paper) of the current year approved in TSBIE.
56. The printed material should exactly conform to the specimen as per the approved format, size and the type of the letters and all other details by the Board, unless the changes are communicated in writing only.
57. The defective material delivered by the printer will be rejected and the rejected stocks will have to be replaced at their firm at their own cost immediately, and they should abide by the conditions prescribed
58. No advance payment will be made. Bills will be cleared only on receipt of the printed material and also the paper account, wherever necessary and after the stocks received have been verified and found satisfactory in all respects.
59. The bills should be submitted intriplicate addressed to the Secretary, Telangana State Board of Intermediate Education in which the unit cost, the rate, the material supplied and after verification of the Bills, all payments will be made by way of account payee cheques only on the firm's name.
60. The Tenderer should carry out the instructions given to him from time to time to the entire satisfaction of the Secretary, TSBIE, for this purpose and for the general purpose for knowing the progress of printing work the printer shall permit any officer of the T.S.B.I.E., authorized by the Secretary to inspect the press at any time if necessary.
61. No work entrusted by this office shall be sublet by the Printer without the written consent of the Secretary, Telangana State Board of Intermediate Education, Hyderabad.
62. The Tenders approved by the Secretary, Telangana State Board of Intermediate Education, shall be in force for 12 months from the date of acceptance of rates. For a shorter period, it will be decided by the Secretary, T.S.B.I.E. and shall be in force till such time the Tenders are called for by the Secretary, T.S.B.I.E., Hyderabad.

63. The Secretary, T.S.B.I.E., Hyderabad reserves the right to accept or reject any or all the tenders or partially accept any or more of the tenders without assigning any reasons. **The Secretary also reserves the right to entrust part of the work to any other printer on par with the lowest rate approved.**
64. All the disputes shall be subject to the jurisdiction of the City Civil Court at Hyderabad and the High Court of Telangana only.
65. The printer should not shift the white paper supplied by the TSBIE from the original printing press which is declared by himself, to another printing press without prior permission of the TSBIE.
66. **If required, printer should make necessary arrangements to preserve the Printed material at the space provided in printing press, till the completion of e-Tender period.**

PENALTY CLAUSE: -

1. The Secretary, Telangana State Board of Intermediate Education reserves the right to deduct from the bills, suitable sums by way of "Penalty" for any specific default.
2. In the event of the printer not carrying out any of the conditions imposed and not executing the work in time, or not doing the work on time, the Secretary, T.S.B.I.E. shall be at liberty to take necessary action against such defaulters. In case leading to the withdrawal of the work, the extra charges will be incurred in the withdrawal process and the enhancement of cost, if any, in getting the printing work done elsewhere will be recovered from the defaulting printer in addition to any other penalties specified herein.
3. If in the opinion of the Secretary, T.S.B.I.E. the work has not been executed satisfactorily he will be at liberty to cancel the order and take back at any time, all the materials given to the Tenderer. In such a case, the E.M.D-cum-security deposit will be forfeited. If the printing work is not done by the Tenderer on time, and the extra, expenditure if any including cost of the transportation incurred for the same, shall be recovered from the defaulting tenderer besides reporting the matter to the Commissioner & Director of Printing and Stationery, Telangana State, Hyderabad or other authorities concerned for black listing the Tenderer and the Firm.
4. The work must be completed and printed copies should be delivered in the stipulated date. **For delayed supplies or non-supply suitable penalty per unit of 1,000 copies will be affected for each day of delay or non-supply from the amount due to the printer. In addition to this further action against the firm will be taken by the Secretary, T.S.B.I.E. as deemed fit.**
5. The Items printed have to conform to the prescribed sizes specified in the Annexure, failing which minimum penalty of 5% of the cost of the work will be levied.
6. If the trimming waste is more than 5.34%, the quantity of excess paper trimmed will be recovered at the price of office sweep (waste paper) of the current year in TSBIE.
7. The weight of white paper supplied by TSBIE shall be equal to items printed, failing which the difference is calculated and its cost between weight of paper and the weight actually received and the minimum weight to be received, will be recovered @ 1.5 times of the approved rate of white printing reel paper of the current year.

8. If any excess paper beyond the admissible consumption or otherwise reaches the printer, the same shall have to be returned by the printer in good condition to the Secretary, Telangana State Board of Intermediate Education, Hyderabad, immediately.
9. In case of failure to do so, the successful tenderer shall be levied a penalty @1.5 times the actual cost of paper.

I hereby agree to the above terms and conditions.

Signature of the Tenderer
Designation with Office Stamp

Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

7. General Conditions of Contract (GCC)

7.1 Contract and Interpretation

In this Contract, the following terms shall be interpreted as indicated below and the bidder must bind all the definitions and prepare financial quotations: -

- a) **Applicable Law** means the Contract shall be interpreted in accordance with the laws of the Client's country, unless otherwise specified RFP (Request for Proposal).
- b) **Bidder** means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with Bidder and when used after award of the contract shall mean the successful Bidder with whom User signs the contract for rendering of goods and services.
- c) **Contract:** means the agreement entered between the TSBIE and the Bidder, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- d) **Contract Price** means the price payable to the Bidder under the Contract for the full and proper performance of all its contractual obligations.
- e) **Cost of the Solution (CS)** means the costs involved for the works and services mentioned in the scope of work and also include any amendments made there on before award of the contract.
- f) **Bidder's representative** means the duly authorized representative of the Bidder, approved by the Clients and responsible for the Bidder's performance under the contract.
- g) **Day** means calendar day.
- h) **Effective Date** means the date following contract signing that the contract enters into full force as and upon fulfilment of any and all additional conditions specified in the SCC.
- i) **Financial bid** means that part of the offer that provides price schedule, total tender costs etc.
- j) **Firm** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- k) **GCC** means these General Conditions of Contract.
- l) **Goods** when used singly shall mean the hardware, firmware component of the goods and services.
- m) **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- n) **Incidental services** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Bidder covered under the contract.
- o) **Implementation cum Performance security** means on receipt of notification of award from the User, the successful Bidder shall furnish the security in accordance with the conditions of contract, in the Implementation cum performance security form provided in the bidding documents or in another form acceptable to the User.
- p) **Pre-qualification** means that part of the offer that provides information to facilitate assessment, by TSBIE, financial standing of the Bidder, conformity to specifications etc.
- q) **Products** mean all of the equipment, supplies and consumable items that the Bidder is required to install or provide under the contract, plus the associated documentation.

- r) Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- s) Two-part bid or Two Stage bid means the pre-qualification bid and financial bids are put in separate covers and their evaluation is sequential.
- t) Warranty Period is the period specified in the GCC or SCC, following Acceptance of the deliverables during which the Bidder's warranty obligations in respect of the delivered materials are in force. During the warranty period the Bidder has to keep all the deliverables in safe custody.

7.2 Confidentiality

The Bidder must maintain absolute confidentiality of the documents/maps/tools collected in any form including electronic media and any other data/information provided to him for the execution of the work. The Bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/amended before signing the contract. The Bidder must remove/destroy the entire data from his custody after completion of the warranty period. If at any stage it is found that the SP is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

7.3 Use of documents and Information

- a) The BIDDER shall not, without prior written consent from TSBIE, disclose/share/use the bid document, contract, or any provision thereof, or any Bidder rectification, plan, drawing, pattern, sample or information furnished by or on behalf of the TSBIE in connection therewith, to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b) The Bidder shall not, without prior written consent of TSBIE, make use of any document or information made available for the project, except for purposes of performing the Contract.
- c) All project related document (including this bid document) issued by TSBIE, other than the contract itself, shall remain the property of the TSBIE and shall be returned (in all copies) to the TSBIE on completion of the Bidder's performance under the contract.
- d) The Bidder shall pay the resources hired for the assignment as per the Telangana State Minimum wages act.

7.4 Indemnification

- a) The Bidder shall, at its own expense, defend and indemnify the Client against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client's country.
- b) The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Client is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible thereof, including all expenses and court and legal fees.
- c) The Client will give notice to the Bidder of any such claim without delay and ion shall provide reasonable assistance to the Bidder in disposing of the claim.

- d) The Client shall indemnify and defend the Bidder against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights by the Client under the contract.

**7.5 Bid Security, Payments, Guarantees and Liabilities:
Earnest Money Deposit (EMD) / Bid Security**

- e) The Bidder shall furnish a bid security as per the amount mentioned in Bid Data Sheet online through e-procurement portal.
- f) No interest shall be payable on EMD under any circumstances.
- g) Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (Sixty) days of expiration of the period of proposal validity or after awarding Tender to successful Bidder.
- h) In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee.

The EMD shall be forfeited by TSBIE, on account of one or more the following reasons-

- i) If a bidder withdraws its bid during the period of bid validity.
- j) If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder).
- k) Information given in the proposal is found inaccurate/incomplete.

7.6 Performance Bank Guarantee

The implementation agency shall at his own expense, deposit with department, within ten (10) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank acceptable to department, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

- a) This PBG will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Bidder.
- b) The PBG shall be valid till the end of three months after the expiration of contract period and should be in the format prescribed in this RFP.
- c) The PBG may be discharged/ returned by department before the expiry of the same as stipulated in this RFP upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG.
- d) In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG.
- e) Notwithstanding and without prejudice to any rights whatsoever of department under the contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.
- f) Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

Payment

TSBIE will make payment for the supply of goods, taking into account deliverables and milestones and related services. For release of these payments, the Bidder shall present pre-receipted bills in triplicate for the payments due to him along with all necessary supporting documents ex. Taxes etc.

Prices

Prices charged for deliverables and Services performed under the Contract shall not be increased from the prices quoted by them in its bid.

Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, license fees, and other such levies.

Delay in the bidder Performance

The bidder has to start as per the direction of the client at the designated locations and Services shall be made in accordance with the time schedule prescribed by the Client in the Schedule of Requirements.

If at any time during performance of the Contract, the identified bidder should encounter conditions impeding timely delivery or performance of the Services, the identified bidder shall promptly notify the Client in writing of the fact of the delay, likely duration and its cause(s). As soon as practicable after receipt of the notice from identified bidder, the Client shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, and revised implementation plan will be prepared by both parties. Except as provided under GCC Clause, if Bidder fails in the performance of its delivery shall render the liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon by client without the application of liquidated damages.

Liquidated Damages

If the Bidder fails to deliver the goods or if any of the services fail to gain Acceptance within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the bid security, as liquidated damages, a sum equivalent to the percentage of the Contract price specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract. If delivered or installed goods and/or Services cannot be put to use without the undelivered goods/Services, the damages will be calculated using the total price of the goods/services that cannot be put to use.

Application of LD

Liquidated damages shall be assessed as per the milestones as per schedule, submission of deliverables and its acceptance”.

7.7 Termination for Default

The Client, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part by giving 30 days advance notice; if the Bidder fails to deliver any or all of goods within the period(s) specified in the Contract, or within any extension thereof granted by the Client or if he fails to perform any other significant

obligations(s) under this contract. In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such manner as it seems appropriate, goods/services similar to those undelivered, and the Bidder shall be liable to the Client for any excess costs for those similar goods or Services. However, the Bidder shall continue performance of the contract to the extent not terminated.

7.8 Termination for Insolvency

The Client may at any time terminate the Contract by giving written notice to the Bidder, if they become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

7.9 Force Majeure

The Bidder/Identified Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the and not involving Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

7.10 Resolution of Disputes

The Client and the bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

The dispute resolution mechanism shall be as follows:

In case of a dispute or difference arising between the Client and the Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The place of resolution of disputes shall be at Hyderabad only.

7.11 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same languages.

7.12 Applicable law

The contract shall be interpreted in accordance with appropriate Indian laws.

7.13 No interest for performance Guarantee

No interest shall be paid on the earnest money, security deposit and the amount retained against performance guarantee.

7.14 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's last known address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

7.15 Inspections and Acceptance Test

Inspection: The Client or its representatives shall have the right to inspect the commissioning works or any other work that would be carried as part of contract execution for its quality to confirm their Contract specifications at point of development/delivery and/or at the final place(s) of delivery. The Bidder shall arrange necessary systems, people and equipment for such inspections.

Should any inspected or tested or delivered services fail to conform to the Contract specifications or to pass the Acceptance tests as defined jointly in the Project Plan, the Client may reject the services, and the Bidder shall either replace the rejected delivered goods/services or make alterations as necessary to meet the specifications free of cost to the Client.

7.16 Warranty & Maintenance

- The Bidder shall warrant that the portal platform to be customized during the project tenure. The warranty shall remain valid for 1 year after the successful Implementation and acceptance by the department.
- Bidder will depute resources at dept during the warranty period for the purpose of maintenance, trouble shooting, bug fixing and rectification or any other problems related to the portal.
- If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, as per response and resolution time defined, and in any case takes more than 10 working days for resolution, the dept. may proceed to take such remedial action as may be necessary, at the Service Provider risk and expense and without prejudice to any other rights which the dept. may have against the Bidder under the contract.

7.17 Bidders Obligations

- The Bidder will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Client's country, and will indemnify the Client from all demands or responsibilities arising from accidents or loss of life. The Service Provider will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.
- The Bidder is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state of the art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

Bid Form

Date:

To:
The Secretary,
Telangana State
Board of Intermediate Education,
VidhyaBhavan, Nampally,
Hyderabad.

Dear Sir,

1. Having examined the Bidding Documents, the receipt of which is hereby acknowledged, we, the undersigned, offer to deliver the goods or services, under the above-named Contract in full conformity with the said Bidding Documents for the sum of: (Hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
2. We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the Acceptance within the respective times stated in the Bidding Documents.
3. We declare that we have studied Bid document and are making this proposal with a stipulation that you shall award us Contracts for, as per specifications and deliver all deliverables and other services specified in the Contract Documents.
4. We have read the provisions of bid and confirm that these are acceptable to us.
5. We further declare that bid is unconditional.
6. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
7. If our bid is accepted, we undertake to provide an Implementation cum Performance Security in the form and amounts, and within the times specified in the Bidding Documents.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act".
9. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.
10. We agree to abide by this bid, consists of this letter, the Price Schedules, the Bid Security, the duly notarized written power of attorney, and Attachments 1 through [*specify: the number of attachments*] to this Bid Form, for a period of bid validity from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
11. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Place:

Date:

**Bidder's signature
And seal.**

Model Form of Contract Agreement

This **contract agreement** is made on the [insert: **number**] day of [insert: **month**], [insert: **year**].

Between

- (1) [insert: **Name of Client**], (hereinafter called “the TSBIE”), and
- (2) [insert: **name of the bidder**], (hereinafter called “the bidder”).

Whereas the TSBIE desires for for “..... , Hyderabad and submit all deliverables and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Article 1 - Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between TSBIE and the Firm, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices attached to the Contract Agreement.

- (a) Notification of Award
- (b) The Bid and Price Schedules submitted by the bidder
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Pre-bid conference minutes.
- (f) Bid document with modification if any
- (g) Any other documents

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

2. Article 2 - Contract Price and Terms of Payment

2.1 Contract Price

The TSBIE hereby agrees to pay to the bidder as amount of **Rs. XXXX/-** for the items mentioned in the Commercial Form. The Contract Price in consideration of the performance by the bidder of its obligations under the Contract.

3. Article 3 - Effective Date for Determining Time for Operational Acceptance

3.1 Effective Date

The time allowed for execution, delivering deliverables and Acceptance of the same should be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the bidder;
- (b) The bidder has submitted to the Client the Implementation cum performance security.

4. Article 4 – Jurisdiction

- 4.1. Any legal proceedings arising out of the agreement shall be subject to the appropriate court in Hyderabad.

5. Article 5 – Appendixes

- 5.1. The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 5.2. Reference in the Contract to any Appendix shall mean the Appendixes attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

IN WITNESS WHERE OF TSBIE and the Selected Firm has caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Client (Purchaser)

Signed: _____

in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

For and on behalf of the Bidder

Signed: _____

in the capacity of [*insert: title or other appropriate designation*]

in the presence of ____

Place:

Signature with seal

Date :

Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

Form PQ-1

(to be submitted on bidder letterhead)

Bidder's Information

Details of the Bidder		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	
4.	Details of Incorporation of the Company	RoC No &Date:
		GST reg., number:
		PAN number:
		Service Tax:
5.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
6.	Mobile Number	
7.	E-Mail of the contact person:	
8.	Fax No. (with STD Code)	
9.	Website of Company	
10.	Certification Details	
11.	EMD Details	DD/BG No:
		Date:
		Bank:
12.	Tender Document Fees details	DD No:
		Date:
		Bank:

Place:

Bidder's Signature

Date:

with Seal.

Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

Form PQ-2
Financial Turnover

(Amount in crores)

Sl. No	Financial Year	Total Turnover of the firm (Rs.)	Turnover in the IT /ITe-Services (Rs.)	Profit of the Organization (Rs.)	Net Worth of the Company (Rs.)
1.	2020- 2021				
2.	2021- 2022				
3.	2022-2023				

Place:

Date:

**Bidder's Signature
with Seal**

Should submit certificates from a Chartered Accountant , ITRs along with extracts of the balance sheet showing the breakup of turnover.

Sd/- Sri Navin Mittal,I.A.S.,
Secretary, TSBIE

Form PQ-3

Declaration Regarding Clean Track Record

To:
The Secretary,
Telangana State Board of Intermediate Education,
Nampally,
Hyderabad.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No._____]. I hereby declare that my company has not been debarred/ black listed as on Bid calling date by any Central or State Government/ Quasi Government Departments or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Service provider)

Printed Name
Designation
Seal
Date:
Business Address:

Sd/- Sri Navin Mittal,I.A.S.,
Secretary, TSBIE

Check List

(to be submitted along with PQ bid)

Compliance/ Agreed/ Enclosed/ Deviation Statement

SL. No	Mandatory Eligibility Criteria for the Bidder	Documents to be submitted	Complied (yes/No)	Page Number with document details
1	EMD			
2	Bid document fee			
3	Form PQ-1			
4	Form PQ2			
5	Form PQ-3			
6	<i>Commercial Form (F)</i>			
7	The Bidder should be registered with appropriate tax authorities such as income Tax etc. (Consortium Partners are not permitted.)	Last three Year ITRs, MOA and other relevant documents		
8	The Bidder should have a minimum average turnover of at least Rs. 50 Lakhs per year from last three financial years of operation from Supplier related business.	Auditor certificate The balance sheet/audited report for the last three financial years should be submitted.		
9	The Bidder should be a profit making entity after all tax paid, for preceding three financial years with minimum net worth of 30 Lakhs at the end of last financial year.	The balance sheet/audited report for the last three financial years should be submitted.		
10	The Copy of Certificate of approval by the Commissioner, Printing, Stationery & Stores purchase, Chanchalguda, T.S. Hyderabad.	Specific authorization certificate		
11	Self declaration showing that the sufficient storage place is available with the printer to store 200 MTs of paper reels and 2 web double unit machines (size: 578 cut off) within the premises of the press under the same management.	Self declaration		
12	Statement of Particulars showing the Machinery and Man power available with the printer	The necessary Photos of Machinery and Industry are to be enclosed.		
13	The Bidder, must not have any instances of forfeiture of any amount – EMD or otherwise – for inability to perform their duties under any contract	Self-declaration from the Bidder		
14	If required, printer should make necessary arrangements to preserve the Printed material at the space provided in printing press, till the completion of Tender period.	Self-declaration from the Bidder		

Place: _____ Service Provider's signature
Date : _____ and seal

Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

COMMERCIAL FORM - (F)

(To be filled in and submitted by the tenderer duly signed)

Sl. No.	Size of the Misc. items Printing after trimming	Rate for Printing of 1000 Copies Black & White	Rate for colour Printing per 1000 Copies	Rate for printing and pinning per each book of 1 to 16 pages, 17 to 49 pages, 50 to 100 pages 100 above pages	TOTAL (1)+(2)+(3)+(4)+(5)
(1)	(2)	(3)	(4)	(5)	(6)
1	1/4 Size (42.0 Cms x 28.0 Cms)			a) 1 to 16 pages Rs. b) 17 to 49 Pages Rs. c) 50 to 99 Pages Rs. d) 100 above Pages Rs. Total : (a)+(b)+(c)+(d)	
2	1/8 Size (42.0 Cms x 28.0 Cms)			a) 1 to 16 pages Rs. b) 17 to 49 Pages Rs. c) 50 to 99 Pages Rs. d) 100 above Pages Rs. Total : (a)+(b)+(c)+(d)	
3	1/16 Size (42.0 Cms x 28.0 Cms)			a) 1 to 16 pages Rs. b) 17 to 49 Pages Rs. c) 50 to 99 Pages Rs. d) 100 above Pages Rs. Total : (a)+(b)+(c)+(d)	
4	1/32 Size (42.0 Cms x 28.0 Cms)			a) 1 to 16 pages Rs. b) 17 to 49 Pages Rs. c) 50 to 99 Pages Rs. d) 100 above Pages Rs. Total : (a)+(b)+(c)+(d)	

- Note:-**
- 1) Amount will be paid as per actual supplied Quantity.
 - 2) The above quantities cost printing & pinning included GST/Tax (if applicable).

Payment Terms:- Amount will be paid after the successful delivery.

Place:
Date:

Signature of the Tenderer
Name & Complete address with Seal

Sd/- Sri Navin Mittal, I.A.S.,
Secretary, TSBIE

-Document End-