

**Office of Director Secondary Education
Haryana, Shiksha Sadan, Sector-5, Panchkula
Phone No. 0172-2560246, 2560253 (Fax)**

Ref. No. 1/5-2018 ACD (5)

Date 17.07.2018

SHORT TERM TENDER NOTICE

**TENDER FOR PRINTING AND SUPPLY OF 'KAWATCH' MODULES
(FOR SESSION 2018-19)**

Sealed tenders/quotations are invited from authorized/registered firms for printing & supply of 'Kawatch' Modules in the office of DSE, Haryana, Panchkula as per detailed specifications and terms & conditions given on below mentioned website:

[https:// www.schooleducationharyana.gov.in](https://www.schooleducationharyana.gov.in)

Number of Modules Required:	Nos. 85,000
Name of Work:	Printing of 'Kawatch' Modules & Supply at Distt. Level in the State of Haryana
Estimated Cost:	₹17,00,000/- (Tentative)
Earnest Money Deposit:	₹50,000/-
Tender Form Fee:	₹1,000/-

**DIRECTOR SECONDARY EDUCATION
HARYANA, PANCHKULA**

DETAILED NOTICE INVITING TENDER

(Modules for the year 2018-19)

Sr. No.	Particulars	Details
1	Tender Notice No.	Tender No.: 4 (Academic Cell)
2	Name of the work	Printing & Supply of 'Kawatch' Modules for session 2018-19
3	Cost of Tender Document	Rs. 1,000/- (Rupees One thousand Only) non refundable
4	Earnest Money Deposit	Rs. 50,000/- (Rupees fifty thousand only)
5	Performance Security	@10 % of total value of work order
6	Date & Time of Tender Form	17.07.2018 to 02.08.2018 available at official website
7	Pre-Bid Meeting	01.08.2018 at 11:00 am in room of Additional Director (Academic), 2 nd floor, O/o DSE
8	Last date for submission of Tender documents	02.08.2018 up to 1:00 pm in Academic Cell (6 th floor, O/o DSE)
9	Technical bids	Technical bids will be opened on 02.08.2018 at 20:00 pm in room of Additional Director (Academic), 2 nd floor, O/o DSE
10	Financial Bid - Opening of Tenders	03.08.2018 at 2:00 pm in room of Additional Director (Academic), 2 nd floor, O/o DSE
11	Completion Time	Within 20 days from the date of issuance of supply order

Notes: -

- (i) In case the date of opening of tender falls on a holiday, tender will be opened on the next working day at the same time.
- (ii) No bidder shall be allowed to withdraw his tender after its opening.
- (iii) Rates both in figures and words should be quoted on the prescribed Performa and these should not be over written.
- (iv) Tenders quoted on other than tender documents of this office will not be accepted.
- (v) Tenders which are not in the prescribed form/ incomplete/ or vary any of the conditions listed in the tender documents will be rejected out rightly.
- (vi) All the columns of the tender form should be, properly filled in.
- (vii) The bidder should submit all the bid documents stamped and signed.
- (viii) The successful tenderer is required to submit performance security @ 10% of total value of work/supply order within 2 days of issuance of work order in the shape of demand draft/FDR in favour of "Director Secondary Education" Haryana payable at "Panchkula". In case of failure to do so within 2 days of issuance of work/supply order then EMD of the successful tenderer would be forfeited and the work will be allotted to another party.

**Office of Director Secondary Education
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TERMS & CONDITIONS of OPEN TENDER for procurement of Modules for the year 2018-19 are as under:-

Eligibility:-

- 1 Tender cost of Rs. 1000/- (Rs. one thousand only) is to be submitted.
- 2 Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft/FDR in favour of "Director Secondary Education" (DSE) Haryana payable at "Panchkula".
- 3 An Affidavit on Non Judicial Stamp Paper of Rs. 10/- (Rupees Ten only) non-blacklisting and never supplied substandard material to any department
- 4 Declaration, typed on Company / Firm Letter Head, stamped and signed by authorized signatory (Annexure-I) must be submitted.
- 5 Drafts of EMD and tender fee must be submitted separately in the Envelop-1.
- 6 Copy of PAN No (PAN Card) must be submitted.
- 7 Copy of sales tax/SSI Registration Certificate is to be submitted.
- 8 Copies of latest income tax return for last 3 years must be submitted.
- 9 The bidder must have Rs. 1 Crore (annually) in two year turnover in the said work out of the last three years for financial Session 2015-16, 2016-17 and 2017-18. Copies of audited P&L accounts and balance sheets for the last 3 years must be submitted.
- 10 All the bidders are required to submit printed sample 'Kawatch' Modules as per given specifications in performa paper given in performa at Annexure-III. Mention the paper and GSM in the sample duly signed & stamped by the bidder. In the sample title and inner pages should be **printed** as per specifications given in Annexure-III.
- 11 If the progress of work is not found satisfactory the DSE Haryana may without prejudice to any other remedy for breach of contract by written notice.
- 12 The printing of above said material should conform to Technical Specifications mentioned in the Annexure-III.
- 13 Bidders are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.
- 14 Only sealed tender should be submitted and other would not be accepted.
- 15 The tender documents are non transferable.
- 16 Validity of the bid:- 180 days from the last date of submission of bids.
- 17 The bidder shall strictly abide by the time schedule for printing and delivery of the material as per work order.

- 18 The DSE, Haryana may at its sole discretion, award the work to more than one bidder.
- 19 Subletting the assigned work is strictly prohibited. Incomplete and conditional tender will not be accepted.
- 20 All the pages of the tender submitted must be stamped and signed by the authorized signatory.
- 21 The consequent upon acceptance of bid, the tender document will be deemed to be converted into contract agreement.
- 22 DSE, Haryana reserves the right to cancel any or all the bids without giving any reason whatsoever.

Instructions to the bidders /Procedure for submission of bids:-

- 23 There shall be followed a two-bid system in this tender. The bids shall be submitted in the following manner: -
- a) Technical Bid along with EMD and Tender Cost receipt must be attached (Envelop 1).
- b) Commercial bid should be submitted in a separate envelop with the tender documents (Envelop 2).
- 24 Technical Bids will be opened on the prescribed date and time and checked for submission of EMD and other applicable documents specified.
- 25 The bids received after due date shall be rejected.

Tender evaluation:-

- 26 The tenders relating to technical bid documents will be opened and after evaluation, the financial bid of only those bidders will be opened who will qualify the technical rounds on 02-08-2018 at 2:00 pm or the subsequent date and time intimated to them in the presence of such bidders, who wish to be present.
- 27 The Earnest Money Deposited by selected bidders will be refunded after submission of performance security and the EMDs of the unsuccessful bidders will be refunded after the completion of tender process.

Cost of submission of tender document: -

- 28 The bidder shall bear all costs associated with the preparation and submission of his bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Director Secondary Education Haryana, Panchkula. DSE Authority, Haryana will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 29 The bidder is expected to carefully examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will beat the bidder's risk and may result in the rejection of the bid.

Amendments in the tender document:-

- 30 At any time up to the last date for receipt of bids, the DSE Haryana may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment.
- 31 The amendment will be notified by general advertisement, /website www.schooleducationharyana.gov.in through letter, FAX or e-mail to the prospective bidder(s) who have submitted the tender documents and the same will be binding on them.
- 32 In order to afford prospective bidder(s) reasonable time, or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the DSE Haryana may, at its discretion, extend the last date for the receipt of bids.

Delivery: -

- 33 The quantity of material ordered to the printer shall be completed and delivered by the printer in suitable bundles to the specified consignees at printers own risk and responsibility within 20 days from the date of work order.
- 34 The material should be packed & supplied at all district offices of Haryana as per quantity required.
- 35 The printer shall get the material, counted by the specified consignees or his nominee at the time of delivery, and shall obtain receipt.
- 36 The date on which the goods, physically reach in all consignees shall be deemed to be the actual date of delivery.

Payment: -

- 37 Payment shall be made in Indian Rupees on final acceptance & after verification by the specified consignees and their issue of clearance & acceptance certificates to the satisfaction of DSE Haryana
- 38 The supplier's request for payment shall be made to the purchaser in writing, accompanied by an invoice describing the goods delivered and receipt of the same by the client's authorized representatives.

Defect liability period and performance guarantee:-

- 39 Defect liability period shall be of two months from the date of final acceptance & verification of the supply.
- 40 Successful bidder shall deposit performance security @ 10% of the work/supply order in shape of Bank/Guarantee/FDR/Demand Draft. EMD would be returned when such performance security is deposited. In case performance security is not deposited within 2 days of issuance of work/supply order then EMD of the successful tenderer would be forfeited, work/supply order would be cancelled and it will be allotted to other eligible party.

Delays in the supplier's performance:-

- 41 Delivery of material and performance of the services shall be made by the bidder/ supplier in accordance with the schedule specified by the DSE Haryana at the time of issuance of work/supply order.
- 42 Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier for any or all of the following:
(i) Forfeiture of its performance security.
(ii) Imposition of liquidated damages; and
(iii) Termination of the contract for default.
- 43 Pre delivery inspection will be done at your premises when whole quantity will be ready in all respect .After satisfactory certification given by department then only supply will be done at district level.
- 44 Penalty will be levied @ 2% per month maximum up to 10%.
- 45 In addition, the supplier will be liable to be blacklisted and the DSE Haryana may levy penalties as per terms and conditions of the tender documents.
- 46 In case of termination or cancellation of the contract, the supplier's EMD and/ or contract performance security will be forfeited.

Suspension of payment:-

- 47 The client may after written notice of suspension to the supplier, suspend all payments to the supplier under the contract, if the supplier fails to perform any of its obligations under this contract provided that such notice of suspension.
- 48 Specifying the nature of the failure;
- 49 Requests the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

Termination for default: -

- 50 The DSE Haryana may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part and forfeit his EMD/ performance security /bank guarantee if:
- (i) The supplier fails to deliver any or all of the goods within the time period(s) specified in the work/supply order, or any extension thereof granted by the purchaser.
 - (ii) The supplier fails to promptly replace any goods rejected when submitted for testing or subject to a recall ordered by the applicable regulatory authority due to unacceptable equality or rejected at the time of delivery or at later stage when opened; or
 - (iii) The supplier fails to perform any other obligation(s) under the contract.
- 51 In the event, the purchaser terminates the contract, in whole or in part, the DSE Haryana 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 costs for such similar Material. However, the supplier shall continue the performance of the contract to the extent not terminated.

Arbitration:-

- 52 All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator i.e. the Director Secondary Education, Haryana. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at Panchkula, Haryana.
- 53 In all matters and disputes arising hereunder the appropriate Civil Courts at Panchkula, Haryana shall have jurisdiction to entertain and try them.

Taxes and Duties:-

- 54 Suppliers shall be entirely responsible for all taxes including but not limited to any duties, lavishes, license fees, octroi, road permits and tolls, etc. incurred until delivery of the contracted goods to their final destination as prescribed by the purchaser.
- 55 Documents prepared by the bidder to be the property of the client.

Force majeure:-

- 56 Notwithstanding the provisions of the bid, the 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 the obligations under the contract, is the result of an event of Force Majeure.
- 57 For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault of negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DSE Haryana either in its sovereign or contractual capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 58 If a Force Majeure situation arises, the bidder shall promptly notify the client in writing of such conditions 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 reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The DSE, Haryana may terminate this contract, by giving a written notice of minimum 20 days to the bidder, if , as a result of Force Majeure, the bidder is unable to perform a material portion of the contract for a period of more than 30 days.

Printing quality:-

- 59 Text and Cover pages: - Specification as mentioned in Annexure-III & BIS specification for text paper 1848:2007 (amended up to date) and for Cover paper 4658:1988 (amended up to date).
Text paper and cover paper both must confirm to all BIS parameters/specification.
Text and Cover paper must be of uniform formation with fair smoothness on both sides and reasonably free from specks, sieves, holes and other blemishes and the paper must conform to all the parameters and criterion, as laid down by the bureau of Indian Standards for the above types of paper.
- 60 The DSE Haryana has the right to impose an additional penalty as he deems fit in case the general get up of the material is defective and/ or standard of production is not satisfactory.
- 61 The DSE Haryana can also forfeit the whole printing bill of the printer in case of grave defects of very bad printing.

Corrupt or fraudulent practices:-

- 62 The project requires the clients as well as the bidders to observe the highest standards of ethics during procurement and execution of their contracts. In pursuance of this policy, the project defines, for purpose of this provision, the terms set forth below as follow:
- (i) "Corrupt Practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusion practice among bidders (prior to or after bid submission) designed to establish bid price at artificial, non-competitive levels and to deprive the client of the benefits of free and fair competition.
- 63 Printer should supply 05 copies of document ordered free of cost as specimen copies along with open CD (re-usable) of the entire work done under the contract.
- 64 A time limit for delivery of material required will ordinarily be fixed by the authority issuing the work order in, each case, having regard to the quantum, nature and magnitude of the work involved.

Miscellaneous: -

- 65 The DSE Haryana is not bound to accept the lowest tender which can be rejected without assigning any reason. The client also reserves the right to distribute the work to those bidders who are willing to execute supply at Ll rate. However, this would be done when the client is of the view that Ll would not be in a position to execute the supply in time.
- 66 The tender should be signed by the Proprietor/ Partner(s)/ Managing Director/Director of the firm. If the tender is signed by authorized signatory then it should be accompanied with an undertaking/certificate by the proprietor/ partner/ Managing Director/Director that he/they would be responsible for the commitments made by the authorized signatory. The undertaking certificate as per Annexure-I should also bear 3 signatures of the authorized signatory duly attested by the Proprietor/Partner(s)/Managing Director/Director.
- 67 Approved rates shall be valid up to 31st March of Financial Year or the date of completion of work order whichever is late. The repeat order shall not be given after a period exceeding one month from the date of expiry of last supply made and also subject to the condition that prices have since not reduced and purchases were not made on urgent basis and not exceeding 10% of the quantity ordered as per original supply order.

- 68 Physical verification of the printing press/ premises may be done, if need be by the committee constituted by the DSE Haryana.
- 69 In case a bidder adopts corrupt and fraudulent practices including fraud and misrepresentation of facts and tries to influence the tender process by any illegal means or tries to put any pressure to any authority dealing with the tendering process, his EMD shall be forfeited.
- 70 The final proof of the material to be printed will be got approved by the bidder in the actual shape, size, printing, binding, and lamination (if required) along with actual number of pages from the DSE Haryana before starting the printing work.
- 71 These material in question shall be printed on behalf of DSE Haryana who is the sole license holder in the State under the copyright of the material.
- 72 Any violation in any terms and conditions of this tender would result in forfeiture of earnest and security money along with cancellation of contract in addition to other penal action as per the provisions of criminal/ civil law.
- 73 The DSE Haryana will periodically review the performance of the L-1 bidder and will take action as deemed fit in case of underperformance. If required their security deposit will be forfeited.
- 74 Any other information in regard to tender will be enumerated in the tender document for printing job from time to time.
- 75 DSE Haryana reserves its right to terminate the contract of any agency/agencies in case of change in the Government procedures or unsatisfactory services.
- 76 The bidder will be responsible for composing the matter, pictures layouts etc.

I/we certified that all terms and conditions shall be abided by us.

Name of Signatory:
Capacity of Signatory:
Phone No.:
Email ID:

(To be typed on Company/ Firm Letter Head)

DECLARATION

To

The Director Secondary Education,
Haryana, Panchkula

Subject: Printing of 'Kawatch' Modules 2018-19.

Dear Sir,

We, the undersigned bidder(s), having read and examined in detail the specifications and all bidding documents in respect of tender No..... dated do hereby propose to provide services as specified in the bidding documents.

1. All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents.
2. We have studied the clauses relating to Income Tax Act and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

BID PRICING

We further declare that the rates stated in our proposal are in accordance with your terms & conditions in the bidding documents.

QUALIFYING DATA

We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and connect to the best of our knowledge & belief.

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.

Thanking you,

**Yours faithfully,
(Signature with Stamp)**

**TENDER FORM FOR SUPPLY OF 'KAWATCH' MODULES
PRE QUALIFICATION BID**

1. Names & address of firm /agency and contact number: _____

2. Registration No. of the firm/agency: _____
3. Name, designation, address & contact no. of authorized person of firm/agency to deal with : _____
4. Please specify as to whether tenderer is a sole Proprietor/Partnership Firm Name, Address and contact No. of Director / Partner should be specified :-
a) _____ b) _____

c) _____ d) _____

5. Details of Earnest Money Deposit and tender form fee:-
a) Amount ` . _____ (.in words) _____
b) Bank Draft No. : _____
(duly pledged to the Governor of Haryana)
c) Date of issue of BD: _____
d) Name of the issuing bank / authority : _____
6. PAN No. of Income Tax Department and Income Tax Return, unaudited statement of 2016-2017 subject to production of audited statement of 2016-2017 before issue of work order in the case of being selected as L1) : _____
7. Details of experience with regard to supply of 'Kawatch' Modules / such stationery items (with full details of the agency(s) to whom such work order awarded) along with copies of work satisfactory reports should be attached. In case number of such agencies is more, then separate sheet may be used for indicating experience for supply of 'Kawatch' Modules / such stationery items.
8. Sealed single sample of paper.
9. Any other information.
10. Declaration by the tenderer – This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself /ourselves to abide by them.

(Signature/s of Tenderer/s)

Name : _____
Designation : _____
Address : _____
Phone No. : _____ (O)
Phone No. : _____ (R)

PERFORMA
(FINANCIAL BID)

Sr. No.	Particular /Specification	Delivery	Rate Quote Per Manual
1.	'Kawatch' Modules Size A4 Total Inner Pages 80 on 80 GSM Super Printing 4 Cover Pages on Art Card 170 GSM All Pages Multicolor (4 colour) Printing & Perfect Binding	District Wise All Haryana	
2.	Mention clearly taxes are including or not TOTAL COST		

NOTE:-

1. **Text paper should be BIS 1848:2007 (amended up to date) and Cover Paper should be BIS 4658:1988 (amended up to date)** Text paper and cover paper both must confirm to all BIS Parameters/specification. Text and Cover paper must be of uniform formation with fair smoothness on both sides and reasonably free from specks, sieves, holes and other blemishes and the paper must conform to all the parameters and criterion, as laid down by the bureau of Indian Standards for the above type of paper.
2. The rate quote should be per module in words and figure separately.
3. The numbers of pages are tentative and may be increased or decreased.
4. The printed material will be supplied by the bidder at F.O.R basis. The destination will be provided by this office.

Name of Signatory:**Capacity of Signatory:****Phone No.:****Email ID:**

Annexure-IV

Check List of the Documents to Be Attached With Tender Form

Please check whether the attested copies of the following documents have been attached or not.

- | | |
|---|--------|
| 1. Registration No. of the Firm/Agency | Yes/No |
| 2. PAN No. and last 3 years Income Tax Returns, unaudited statements of 2017-2018 subject to production of audited statements of 2017-2018 before issue of work order in the case of being selected as L1 | Yes/No |
| 3. Two Bank Drafts (EMD & tender fee) enclosed or not | Yes/No |
| 4. Sealed single printed sample of text as per given specifications in Annexure-III (submitted before last date/time of receipt of tender) | Yes/No |
| 5. Forwarding letter, indicating the list of enclosures | Yes/No |
| 6. Annexure-II & III in separate sealed envelopes | Yes/No |
| 7. Other documentary proof of Contractor & Registered Office | Yes/No |
| 8. Signed and stamped terms & conditions (76 points) | Yes/No |
| 9. Affidavit as mentioned in 3 rd term & condition | Yes/No |
| 10. Whether signatures of authorized signatory are attested by the Proprietor/Partner(s)/Managing Director/Director of the firm as mentioned in clause 66 or authority letter attached or not | Yes/No |
| 11. Any other document related to this tender. | Yes/No |

To be submitted with signature & stamp on each page.

**(Name and Address of the Bidder)
Telephone No.**