

**BIHAR MADHYAMIK SHIKSHA PARISHAD FOR
STATE APPELLATE AUTHORITY
8th FLOOR, BIHAR SCHOOL EXAM BOARD
(Higher Secondary), Budha Marg, Patna.**

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BID DOCUMENT FOR

**SUPPLY OF STATIONERY AND OTHER ITEMS TO
STATE APPELLATE AUTHORITY THROUGH BIHAR
MADHYAMIK SHIKSHA PARISHAD, PATNA ON
SCHEDULED DELIVERY/ONE TIME/ STAGGERED
MANNER PURCHASE BASIS.**

OPEN BID DOCUMENT

FOR

SUPPLY OF STATIONERY TO STATE APPELLATE AUTHORITY THROUGH BIHAR MADHYAMIK SHIKSHA PARISHAD, PATNA ON SCHEDULED DELIVERY /ONE TIME /STAGGERED MANNER PURCHASE BASIS.

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SUPPLY OF STATIONERY AND OTHER ITEMS TO BIHAR MADHYAMIK SHIKSHA PARISHAD FOR STATE APPELLATE AUTHORITY ON SCHEDULED DELIVERY/ONE TIME / STAGGERED MANNER PURCHASE BASIS.

Bid No..... Date

Date of opening of technical bids: 28.03.2016 (14.00 hrs)

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) "The Purchaser" means the Bihar Madhyamik Shiksha Parishad for State Appellate Authority(BMSP-SAA).
- (ii) "The bidder" means the individual or firm who participates in this tender and submits bid
- (iii) "The supplier" means the individual /manufacturers/authorized distributors/dealers/Supplier/Agency Societies/ Company/Trust or firm supplying the goods/Services under the contract.
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation

2. Bid document

2.1. The bid document consists of the following –

- (i) Notice inviting Bid/s
- (ii) Instructions to the bidder
- (iii) Terms and conditions of the Bid
- (iv) Technical bid format
- (v) Financial bid format (price schedule)

2.2 The bidder(s) is/are expected to examine all instructions, forms and terms & conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will result in rejection of the bid.

3. Documents / Certificates

The bidders are required to submit technical bid enclosing therewith self attested photocopies of following documents **(Documents in original should be produced for verification before award of contract)**, failing which their bids will be summarily rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms (indicating the legal status – company/partnership firm/proprietorship concern, etc.)
- (b) Copy of CST/VAT/TIN Registration Certificates;
- (c) Copy of PAN Card;
- (d) Copies of Income Tax Return filed for last three financial years (Preceding the year in which advertisement is made).
- (e) Copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for last three financial years.
- (f) In case of the item contained in the different package is of standard/Branded company, the bidder has to submit the Copy of valid certificate of Authorization by the company.
- (g) Proof of experience in successfully supplying to Government Departments (Copies of at least three Purchase Orders/ Successfully supply received from Govt. depts./PSUs/Societies during each of the last three years should be enclosed)
- (h) Declaration regarding blacklisting or otherwise. **(Annexure-I)**
- (i) Service Tax Registration certificate and copy of recent return submitted, will be applicable for the all Packages.
- (j) All the statutory deductions shall be done by the BMSP-SAA from successful bidder's.

4. Clarification on Bid Documents

- 4.1 A prospective bidder requiring any clarification on the Bid Documents should submit to the **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board(Higher Secondary), Budha Marg, Patna – 800 001** in writing Such requests for clarifications, should be sent not later than Two days prior to original or extended deadline for Pre bid meeting. Explanation of the query but without identifying the source of the inquiry will be uploaded on to BMSP-SAA website www.bmsprmsa.in for the benefit of all the prospective bidders.
- 4.2 Any clarification issued by the Purchaser/ in response to query raised by prospective bidders shall form an integral part of bid document.

5. Amendment of Bid Documents

- 5.1 At any time prior to the dead line for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded on to BMSP-SAA website www.bmsprmsa.in for the benefit of all the prospective bidders.
- 5.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority** may, at his discretion, extend the deadline for the submission of bids.

6. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

7. Non transferability

This Bid is non transferable.

8. Minimum eligibility criteria

Bidder(s) should;

- (i) be an Indian company/firm engaged in **supply of Stationery and other items as per list/ Package** in bulk.
- (ii) have minimum **three years** of experience of supplying **Stationery and other respective items on delivery/one time/staggered manner basis** in bulk to the Departments/Ministries/PSUs/of the Government of India/Government of Bihar/PSUs/Societies (Copies of at least three **Purchase/Supply Orders** received from Govt. depts. / PSUs/Societies during each of the last three years should be enclosed)
- (iii) have Package wise minimum Turnover are as detailed below per year during each of the last three years (certified audit report has to be attached of the preceding last three years from the year in which advertisement is made):

9.

Name of the Package/Item	Minimum Annual turnover (In Lakhs)
Supply of Stationery Items (as per list attached) on Scheduled Delivery basis or in staggered manner for Office use	3.00

- (i) not have been blacklisted by the Depts./Ministries of the Govt. of India/PSUs/Societies (declaration has to be submitted in the specified format given at Annexure-1)

However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

9. Preparation of Bids

10. Language of Bid

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

11. Documents comprising the bid

The bids prepared by the bidder shall comprise of (i) technical bid and (ii) the financial bid.

- (i) The technical bid should be sealed in a separate cover and superscribed **“technical bid for supplying of stationary and other items to Bihar Madhyamik Shiksha Parishad for State Appellate Authority on schedule delivery/One Time/ Staggered manner Purchase basis“**. All the information/ documents sought should be provided with the technical bid. The documents / information sought should be in the same serial order as given in the technical bid.
- (ii) The Sample of items contained should be sealed in a separate cover and super scribed **“samples for supplying of stationary and other items to Bihar Madhyamik Shiksah Parishad for State Appellate Authority on schedule delivery /One Time/ Staggered manner Purchase basis“**, this will be the part of Technical bid.
- (iii) The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule

N.B. All the documents submitted in the bid must be legible and self attested. Otherwise the bid shall be rejected

12. Bid Prices

- 12.1 The rates/ prices should be quoted in Indian Rupees only in words as well as figures. Inclusive of VAT, Other Taxes If any, packing, forwarding, transportation, etc., as per the financial bid.
- 12.2 Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.
- 12.3 Rates/ should be valid for one year from the date of signing of the agreement. Rates/ prices should remain fixed during the entire period of the contract. i.e. one year and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.
- 12.4 Before the expiry of the contract period/ the validity of the rates may be extended for one more year, if mutually agreed.

- 12.5 In general the rate may be considered as per lowest rate of each items of the different package besides in cases where lowest rate is due to determination of the quality required and in equivalence with the items in terms usability i.e. the use in practice. Purchase committee would have final say in terms of deciding which item is to be procured in case sample offer/ sample submitted having wide difference either in price or specification (quality). Bid evaluation committee in such cases would recommend on the basis of the equivalence of the quality in terms of usability of the item and the use in practice irrespective of the minimum cost while preparing comparative statement, in this context the decision of the purchase committee will be final for evaluation of financial bids.
- 12.6 Prices should be quoted for delivery at BMSP-SAA or at a venue as decided by BMSP-SAA within Patna Municipal area.

13. Bid Security

- 13.1 Bid Security @ 2 % of the bid value (estimated) in the form of Bank Grantee/demand draft from any scheduled bank drawn in favor of “**Bihar Madhyamik Shiksha Parishad for State Appellate Authority**” payable at Patna shall accompany the bid as detailed below :

Name of the package/ Items	Bid Security Amt.
Supply of Stationery and other Items on Scheduled Delivery basis in staggered manner for Office use	Rs.6,000.00

Note : The Bid security shall be forfeited :

- (i) In case a bidder withdraws its bids after opening of Technical (part – I) and before the validity period of the Bid.
 - (ii) If bidder fails to deposit performance security within specified period as per intimation/ request from BMSP-SAA.
 - (iii) If the bidder fails to execute the agreement within specified time as intimated/ requested.
- 13.2 Bid Security shall remain valid for a period of 90 days beyond the final validity period of bids (120 days).
- 13.3 A bid received without Bid security shall be rejected as non responsive at the Technical bid opening stage and returned to the bidder unopened therefore cheque/ demand draft of the bid security must accompany/ attached with the forwarding letter submitted with bids.

- 13.4 Bid Security for lesser amount / Bid Security not submitted in the manner prescribed will be rejected and returned to the bidder.
- 13.5 The submission of Bid Security is compulsory for all the Bidders and no exemption will be granted for submission of Bid Security in any case.
- 13.6 The Bid security of the unsuccessful bidder will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.
- 13.7 Furthermore bid security may be forfeited:
- (a) If a bidder withdraws his bid during period of bid validity specified in the bid document
 - (b) In the case of successful bidder , if the bidder fails to :
 - (i) sign the contract/Agreement.
 - (ii) furnish the Performance security within the specified time in the document.

14. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

15. Signing of the bids

- 15.1 The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.
- 15.2 All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- 15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

16. Submission of Bid

Sealing, Marking & Submission

- 16.1 The bid shall be submitted in accordance with the procedure detailed herein.
- (i) Specified documents shall be enclosed in separate sealed envelope of

appropriate size of which shall be sealed.

- (ii) **Envelope No.T-1** Shall contain the bid security as indicated in clause 13 of these instructions to bidders along with a covering letter.
- (iii) **Envelope No.T-2** Shall contain all the information and documents in the same serial order as shown in the technical bid. A covering letter also may accompany the technical bid.
- (iv) **Envelope No.T-3** Shall contain all samples only for those where samples are sought along with the covering letter.
- (v) **Envelope No.F-1** shall contain the rates / prices of the items duly filled in (schedule of rates) and signed and stamped (as financial Bid). The bidder must fill up quoted price against each item in the spaces provided in the respective columns along with a covering letter.

N.B. Price should not be indicated in any of the documents enclosed in envelope T-1 and / or T-2/ or T- 3.

If no sample is required for the concerned package then the Nos. of the Envelop will be T- 1,T- 2 and F- 1 only

- 16.2 All the above envelopes shall bear the Name of the Package with package number as described in the Notice inviting tenders i.e. Supply of various items on delivery/one time /staggered manner purchase basis to Bihar Madhyamik Shiksha Parishad for State Appellate Authority along with Tender Number, due date and time and shall be sealed in a large envelope (large envelope also should bear the tender number, due date and time) and addressed to **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board (Higher Secondary), Budha Marg, Patna – 800 001**, and must reach on or before 28.03.2016 **by 13.00 hrs**. If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day by specified time for earlier date.
- 16.3 The bidders must submit samples of the Stationery and other items for which rates are quoted along with their bids. Bids not accompanied by samples will be summarily rejected. The samples on unsuccessful bidders will be returned after selection of the bidder however samples of the bidder, whom work be awarded will be retained with BMSP-SAA.
- 16.4 Bids should be sent either through Regd Post/ SPEED Post or hand delivered at the address mentioned in clause 16.2
- 16.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- 16.6 The bidder shall seal the bid either with lah/Chapra or taping it on all required places of envelop.

17. Deadline for submission of bids

- 17.1 Bids must be submitted to the **State Project Director**, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board (Higher Secondary), Budha Marg, Patna – 800 001 on or before the prescribed date and time i.e. on or before **28.03.2016 by 13.00 hrs.**
- 17.2 **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board (Higher Secondary), Budha Marg, Patna – 800 001**, may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 17.3 The responsibility for submission of the bids in time would rest with the bidder. For Postal delays or for any other cause late submission will not be condoned.
- 17.4 Telegraphic / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.
- 17.5 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

18. Modification and withdrawal of bids:

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of the bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clause 16. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post (which should be received by the Purchaser before the deadline for submission of bids)
- 18.3 Subject to clause 17 no bid shall be modified subsequent to the deadline for submission of bids.

19 Bid Opening and Evaluation

Bid Opening (Specified for each package)

- 19.1 **Envelop No. T-1** containing the bid security shall be opened by **Purchase Committee of Bihar Madhyamik Shiksha Parishad for State Appellate Authority** of **at 14.00 hrs on the last date for submission of the bids** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found as prescribed the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the firm / employer and also a copy of the authorization as given in the **Annexure2**
- 19.2 **Envelop No. T-2** containing the technical bid shall then be opened, those bidders whose Bid security found as prescribed bids shall be numbered serially by Purchase Committee. The bidder's names, documents submitted/ not submitted and such other details as the Purchase Committee, at its discretion may consider appropriate shall be announced at the bid opening.
- 19.3 **Envelop No. T- 3** In case of Package no having samples will also be opened with technical bids.
- 19.4 The Technical bid evaluation formed in advance for this purpose having members other than that of Purchase Committee, committee shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. However the purchase committee have sole discretion that they may recommend for the formation of Technical bid evaluation committee and the nomination of members of technical bid evaluation committee should be made by the purchase committee. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**
- 19.5 The **financial bids** of technically qualified bidders only will be recommended for opening and consideration by the Purchase Committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.
- 19.6 **Envelop No.3/4:** Containing the sealed price bid of bidders whose bid is found to be generally in order and substantially responsive shall be opened at a subsequent date as notified by BMSP-SAA.

(after completion of the analysis of the technical bids and recommendations thereof) to be intimated in advance to such eligible bidders.

19.7 Only summary of prices quoted by the bidders will be read out;

19.8 In course of any stage of bidding process, if it is found that any cause of this bid document is contradicting to other/s so it will be interpreted in the interest/ favour of the Purchaser.

20. Process to be confidential

20.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

20.2 Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

21. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Purchase committee/State Project Director may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 22 hereof.

22. Determination of Eligibility & Responsiveness

22.1 The Purchase Committee will determine whether the bid is **substantially responsive** to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.

22.2 A bid which in relation to the cost estimates of the BMSP-SAA is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

23. Evaluation and Comparison of Bids

- 23.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with Clause 25 will be evaluated. Other non responsive bids will be rejected.
- 23.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary
- 23.3 Evaluation of the bids will take into account, in addition the bid amounts, the following factors;
- a) Arithmetical errors corrected in accordance with Clause 25.2
 - b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments
- 23.4 Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation.

24. Technical evaluation.

- 24.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order.
- 24.2 Prior to financial evaluation, pursuant to clause 25, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation.
- 24.3 A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.
- 24.4 The evaluation of samples Will be done as part of the Technical Evaluation for the package concern will be carried out as per clause 19.

25. Financial evaluation and comparison of substantially responsive technical bids.

25.1 The purchaser shall shortlist those who are eligible and submitted substantially responsive technical bids (the evaluation of sample will be part of technical responsiveness for the package concern) for opening of financial bid. Successful bidders would be called to attend opening of financial bids. The financial bids of unsuccessful bidders would not be opened.

25.2 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- a) Incorrectly added totals will be corrected;
- b) In case there is any inconsistency between the rate and the value extended (after multiplication with the Bid quantity, the rate quoted shall prevail);

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

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

26. Contacting the Purchasers.

26.1 Subject to clause 21 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

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

27. Award of Contract

Award Criteria

Subject to Clause 24 & 25, the contract shall be awarded with the final approval of the State Project Director to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid provided further the bidder has the capability and resources effectively to carry out the contract works.

28. Right to accept / reject any or all Bids

Notwithstanding Clause 24 & 25 the State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority reserves the right to accept or reject any bid including the lowest and to cancel the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

29. Notification of Award

29.1 Prior to the expiration of the prescribed period of bid validity, the **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board (Higher Secondary), Budha Marg, Patna – 800 001**, will notify the successful bidder.

29.2 The notification of award will constitute the formation of the contract/Agreement.

29.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Tender, **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board (Higher Secondary), Budha Marg, Patna – 800 001**, will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

30. Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Document and submit the same to the **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board (Higher Secondary), Budha Marg, Patna – 800 001** within a week of the date of receipt of notification of award from The **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Exam. Board (Higher Secondary), Budha Marg, Patna – 800 001**

31. Annulment of the Award

31.1 Failure of the successful bidder to comply with any of the requirements/services shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to L2 at the

discretion of the Purchaser or call for new bids. If L2 Bidder refuses, the request for service may be passed on accordingly.

31.2 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item in time. Further, the suppliers whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser.

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

32. Samples of the items- need for undertaking

Items for which rates are quoted should be similar to the items made available as samples in terms of **quality, colour, shade, size/ dimension & weight**. Items supplied by the bidder which are not in conformity with sample items available with the Purchaser will be summarily rejected. Bidders are also required to give an undertaking (**Annexure-3**) to the effect that the sample items for which rates are quoted by them will be identical/similar in terms of **unit, brand/ make , colour/shade , quality, size and weight** at the time of supply.

- 32.1 Separate envelope containing sample should be sealed, signed and stamped properly super scribed "Sample for Stationary and other item"
- 32.2 The item Sl. no will be marked on the sample by permanent marker and signed by the bidder.
- 32.3 The sample which will not be up to mark will be rejected.
- 32.4 The evaluation of sample will be the part of the Technical Evaluation.
- 32.5 The serial number on the sample will be similar to the list of the package in the bid document and the financial bid.
- 32.6 Supply of Stationery and other items to Bihar Madhyamik Shiksha Parishad for State Appellate Authority on Scheduled Delivery/One Time /Staggered Manner Purchase Basis.

Bid No.....

Date of Opening of Technical bids: 28.03.2016 (14.00 hrs).

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

TERMS AND CONDITIONS OF THE BID

1. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods/Services.

2. Standards

2.1 The goods/services supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods/services in the financial bid.

2.2 The bidder should furnish the full specification of the goods such as **weight, dimensions, unit, length, colour/ shade, make/ brand etc.** offered in the tender. No change shall be permitted after opening of bids.

3. Performance Security Deposit (PSD).

3.1. PSD @ 5 % of order value of the contract will have to be made **within 7 days** of receipt of the communication of the selection of the bid in pursuance of clause 29.1 of instructions to the bidders.

3.2. PSD shall be in the form of (i) Demand Draft payable to **BIHAR MADHYAMIK SHIKSHA PARISHAD** should be from a nationalized banks payable at Patna

3.3. The PSD should remain **valid** for a period of **ninety days** beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any. Bid security will be refunded to the successful bidder on receipt of performance security.

3.4. PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. Liquidated damages

Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order (P.O.) up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof. where as in case of Supply of materials on

hired basis the word "7 days" will be replaced by "3 days" and the word "each week" will be replaced by "each day" in the above clause "4" i.e. "Liquidated damage".

5. Force Majeure.

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

6. Termination for Default

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part ,if

- (a) the supplier fails to deliver any or all the goods/items/services within the time period(s) specified in the Purchase order (P.O.), or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and
- (c) the supplier, in either of the above circumstances, does not remedy his failure within a period specified by BMSP-SAA, after receipt of the default notice from the purchaser.

6.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

7. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the

supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

8. Set Off

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the Bihar Madhyamik Shiksha Parishad for State Appellate Authority or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or BMSP-SAA or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or BMSP-SAA or such other person(s) contracting through the BMSP-SAA.

9. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Bihar School Examination Board(Higher Secondary), Budha Marg, Patna – 800 001** or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

10. Mode of Payment.

10.1 Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the BMSP-SAA. Payment will be made direct to the supplier through **A/c payee cheque/Bank Advice only.**

10.2 No request for other mode of payment will be entertained. In general **no advance payment will be made, However in the interest of work the discretion with the SPD will be binding upon both the parties.**

11. Change in quantity.

Quantity under different package given in the bid is approximate. It may vary or deleted.

12. Agreement.

The selected bidder on his own cost should sign an agreement with the Bihar

Madhyamik Shiksha Parishad for State Appellate Authority (BMSP-SAA) as per the specimen (**Annexure -4**). The other details in the specimen agreement will be added as per the Aim and objective of the items in the package's, Terms and conditions and other clause of this bid document.

13. Purchaser's Rights

- 13.1 The BMSP-SAA reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.
- 13.2 The BMSP-SAA reserves the right to award the contract to more than one Bidder.
- 13.3 The BMSP-SAA reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 13.4 If a firm after award of the contract violates any of the terms and conditions, fails to honor its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. Bid security/performance security shall be forfeited.

14. Delivery

- 14.1 The delivery of the products/services has to be staggered over the period of contract as per schedule of the delivery. However, BMSP-SAA reserves the right to change the above schedule of supply depending upon their urgent requirement especially during an event or occasion, any Budgeted activity under any component/section. In case, the firm fails to supply the required quantity **within 2 working days** from the receipt of supply order, the material will be procured from other sources.
- 14.2 The place of delivery will of BMSP-SAA office or as per the venue of the programme for the items in the different package will be mentioned in the Purchase order(P.O.) which will be the Municipal boundary of Patna.
- 14.3 The Inspection Team of Bihar Madhyamik Shiksha Parishad for State Appellate Authority constituted by State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority, Patna for this purpose, shall inspect the items on receipt to examine whether the items supplied are in conformity with the sample approved in terms of quality, size, colour, shade, dimensions, and suitability of utilization etc before issuance of the same to the officers/ staff of the Purchaser. In case the inspection team rejects the consignment for not conforming to the approved sample the supplier has to replace the consignment ensuring conforming to the approved sample within the given time.

15. Penalty for substandard / inferior quality.

- 15.1 Even after inspection, If it is found that items are fake or of substandard quality and not conforming to the required specifications, the firm/supplier will not only have to replace the fake/substandard items with genuine ones but they will also be liable to be blacklisted.
- 15.2 If the selected bidder/firm does not supply the items does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser out of the amount of Performance security deposit by the bidder keeping in view the fact that purchasing an item of the items may cost more.

16. Validity of rates.

Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non responsive, However before the expiry of the contract period/ the validity of the rates may be extended for one more year, if mutually agreed.

17. Supply in original packing.

The items (wherever applicable) shall be supplied in original packing from the manufacturer clearly indicating quality no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.

18. General/Others.

- 18.1 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.
- 18.2 The bidders will be bound by the details furnished by him / her to BMSP-SAA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for **legal action besides termination of contract.**

**SUPPLY OF STATIONAERY AND OTHER ITEMS TO BIHAR MADHYAMIK SHIKSHA PARISHAD
FOR STATE APPELLATE AUTHORITY ON SCHEDULED DELIVERY /ONE TIME /STAGGERED
MANNER PURCHASE BASIS.**

Bid No.....

Date of Opening of Technical bids: 28.03.2016 (14.00 hrs).

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

TECHNICAL BID

- 1 Name of the bidder:
- 2 Address of the bidder :
3. Contact Details of the bidder:
 - (a) Tel. No. with STD (O)..... (Fax)..... (R).....
 - (b) Mobile No.....(c)E-mail.....(d) Website.....
4. Name of manufacturers/authorized distributors/dealers/Supplier/ Agency Societies/ Company/Trust service provider's :
6. Bidder's bank and its address and his current account number:
7. Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern/Societies etc (Pl. attach copies of the relevant documents/certificates)
8. CST/VAT/Excise Duty/TIN, etc. registration details (Pl. attach copies of the relevant documents/certificates)
- 9 copies of Permanent Account Number (PAN)/Income Tax Circle/TIN of the bidder
10. Copies of Income Tax Returns filed for the last three years should be attached
11. Annual turnover for the last three years
(Audited a/c statements such as P&L a/c, balance sheets, etc for last three years should be attached)
12. Proof of experience in supplying the stationery and other items to PSUs/Govt. Depts
(Copies of at least three Purchase Orders/Successful supply certificate received from Govt./ PSUs/Societies during each of the last three years should be enclosed)
13. Declaration regarding blacklisting or otherwise by the Govt. Departments/PUSs/Societies as given in **Annexure –I**
14. The technical document of technical Bid (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed including Annexure- III.

15. Details of Award / Certificates of merit etc, if any, received from any organization have been attached copy as follows :-
- i.
 - ii.
16. Duly filled in authorization for attending bid opening (**Annexure- 2**)
17. Any other information document: please specify

N.B. Bidders to ensure that all

- (i) Pages have been signed and stamped by the authorized persons**
- (ii) Pages have been numbered**
- (iii) Documents are legible (clearly readable)**

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated.....

Name & Address of Firm.....

Authorized Signature & Seal of the Firm

SUPPLY OF STATIONERY AND OTHER ITEMS TO BIHAR MADHYAMIK SHIKSHA PARISHAD FOR STATE APPELLATE AUTHORITY SCHEDULED DELIVERY /ONE TIME / STAGGERED MANNER PURCHASE BASIS.

Bid No.

Date of Opening of Technical bids: 28.03.2016 (14.00 hrs).

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

Schedule of Rates (Financial Bid)

From,

To,

**State Project Director, Bihar Madhyamik SHIKSHA
 Parishad for State Appellate Authority, Bihar
 School Exam Board(Higher Secondary),Budha
 Marg, Patna – 800 004**

Sir,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the bid document for supply of the items required –

My / our rates are as under-

Supply of Stationery Items on Scheduled Delivery basis in staggered manner for Office use

Name of the Firm :

Sl No	Brief Description of goods	Quantity (Approx.)	Rate offered to BMSP-SAA per unit Including VAT and all other taxes(Rs.)	Total Price (In Rs.)	Sample Attached or not (Yes/No)
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A	B	C	D	E=Cx D	F
1	A 4 (210 x 297 mm,) size paper,75 GSM, Net Weight:2.3Kg, Thickness: 100 ± 5 Micron,500 sheets per packet	100 Packet			
2	Legal Size Paper (Full scope), Size: 215 x 345 mm,75 GSM, Net Weight:2.8Kg,500 sheets per packet	100 Packet			
3	Correcting fluid & diluter /Whitener,15 ml.	50 Piece			
4	Correcting Pen	50 Piece			
5	Gum 700 ml	50 Bottle			
6	Gum 300 ml	50 Bottle			
7	Gum 150 ml	10 Bottle			
8	Gel Pen (Blue)	100 Piece			
9	Ball point pen refillable (Blue/Black/Red)	100 Piece			
10	Hi tech point 0.5 Pen (Blue/Black/Red)	100 Piece			
11	Gel Pen(/Black)	100 Piece			
12	Refill Pen Black,0.45	100 Piece			
13	Refillable Fluid Ink System 0.5 mm Pen (Blue/Black/Red)	50 Piece			
14	Refillable Hi tech Fluid Ink System 0.5 mm Refill (Blue/Black/Red)	55 Piece			
15	Short Hand Pencil (H.B)	200 Piece			
16	White Board marker	50 Piece			
17	Sketch pen Big	50 Packet			
18	Sketch pen Small	50 Packet			
19	Glue stick (Small)	50 Piece			
20	Plastic Scale Big 12”	50 Piece			
21	Pencil (HB/2B)	50 Piece			
22	Rubber/Eraser	50 Piece			
23	Pencil Sharpener	12 Piece			
24	Paper Cutter	10 Piece			
25	Engagement Stand(A-4 Size)	10 Piece			
26	Spiral Notebook, 50 sheets	100 Piece			
27	Spiral Note Book,160 pages/ 21.6x14cm	100 Piece			
28	Stapler Big 24 No.	15 Piece			
29	Stapler Small 10 No	40 Piece			
30	Stapler pin 24/6, 20x50 size Big	100 Packet			
31	Stapler pin 10Nos Stapler Small	200 Packet			
32	Permanent Marker	50 Piece			
33	Highlighter(different Colour)	70 Piece			

34	White Adhesive 200 Gram	5 Piece			
35	White Adhesive 500 Gram	5 Piece			
36	Calculator 12 digit	5 Piece			
37	Calculator Scientific	6 Piece			
38	Crayons different color Big	10Packet			
39	Double hole Punching Machine	12 Piece			
40	Single hole Punching Machine	3 Piece			
41	Pencil Cup	12 Piece			
42	Dak Pad	10 Piece			
43	Signature Pad	10 Piece			
44	Vehicle Log book	24 Piece			
45	OHP Marker (6 pens per set)	05 set			
46	Tea Costar (6 costar /set)	10 set			
47	Rat killer/fly killer liquid,425 ml (260gm)	24Piece			
48	Room Freshener,200ml (Jasmine & Rose)	24Piece			
49	Mosquito repellent Liquid,60 Night	24Piece			
50	Mosquito repellent Liquid,45 Night	24Piece			
51	Printed Fly leaf with cloth line, (14" X10") Extra Thick, Standard/Classic	1000 Piece			
52	BMSA-SAA Note sheet, 90 GSM green paper full Scape, as per design - 2 quire (192 page)	100 Packets			
53	Index/ Guard file, (14"X11"X3")	200 Piece			
54	Cover file,(14"X10")	250 Piece			
55	File Guard/ Board file	500 Piece			
56	Plastic file/folder	24 Piece			
57	Plastic Folder/Conference bag ,One Plus (elegant & smart)	50 Piece			
58	My clear bag button type plastic folder, single pocket	50 Piece			
59	Tape Brown, size -2",Length =10 meter	40 Piece			
60	Tape Transparent, size -1",Length = 10 meter	40 Piece			
61	Short Hand Notebook	50 Piece			
62	Printed Notebook/Pad, 1 x 4 size, 50 sheets per pad, having 60 GSM paper	200 Piece			
63	Gems Clip (35mm) Big	12 Packet			
64	All Pin, Sharp Point, Packet of 100 gm gross weight and 70 gm net weight	12 Packet			
65	Ruled Register (Cloth Binding) Fancy Register – 2 quire (192 page)having 80	24 Piece			

	GSM Paper				
66	Ruled Register (Cloth Binding) Fancy Register – 3 quire (188page) having 80 GSM Paper	24 Piece			
67	Ruled Register (Cloth Binding) Fancy Register – 5 quire having 80 GSM Paper	40 Piece			
68	Ruled Register (Ordinary Binding) 1 quire(96 page) having 80 GSM paper, with 7x11” Cardboard Binding	50 Piece			
69	Cloth Duster,24” x 24” (Thin)	50 Piece			
70	Cloth Duster,36” x 36” (Thin)	50 Piece			
71	Black/White Board Duster	5 Piece			
72	Chart Paper different colour, Thick (144 Pc. =1Bundle @ 8Kg per Bundle	2 Bundle			
73	Chart Paper different colour, Thin (144 Pc. =1Bundle @ 5.2Kg per Bundle	1 Bundle			
74	File Tag , Size 8”, (50 tag per bunch)	150 Bunch			
75	Flag Sticky Pad,1”Thick,100 sheets per bunch	100 Piece			
76	Scissor Small	20 Piece			
77	Scissor Big	25 Piece			
78	Envelop 10”x4”size, made up by 75 GSM paper (White /Brown)	1000 Piece			
79	Envelop 11”x5”size, made up by 75 GSM paper (White /Brown)	4000 P[iece			
80	Envelope A4 size Plastic coated, made up by 75 GSM paper (White /Brown)	500 Piece			
81	Envelope A4 size Cloth coated, made up by 75 GSM paper (White /Brown)	500 Piece			
82	Stock Register – 4 Coir made up by 80 GSM Paper	5 Piece			
83	Paper Weight	12 Piece			
84	Tekua	12Piece			
85	मोहर गोलाकार (कार्यालय सील)	5 Piece			
86	मोहर दो लाईन	5Piece			
87	मोहर तीन लाईन	5 Piece			
88	मोहर चार लाईन	5 Piece			
89	कभर फाईल	100 Piece			
90	Stamp Pad	6 Piece			
91	Ink for Stamp Pad	6 Piece			
	Total :=→				
	Total Rupees				

- a) We agree to supply the above mentioned items in accordance with technical specification for a total contract price of Rs. (in words Rupees) including taxes, Transportation etc. within specified days in the supply order.
2. We also confirm that the normal commercial warrantee/guarantee shall apply to the supplied items.
 3. We also agree and abide with the terms and conditions stipulated in the bid document.

Dated.....

Name & Address of Bidder.....

Authorized Signature & Seal of the Bidder

N.B. for all above package :

1. The quantity in the Items list in all the package above may vary depending upon the actual usage.
2. Detailed specifications of items such as units, nos, /length/ make (brand/ make) should be given invariably of the items offered for which rates are quoted.

SUPPLY OF STATIONERY TO BIHAR MADHYAMIK SHIKSHA PARISHAD FOR STATE APPELLATE AUTHORITY ON SCHEDULED DELIVERY /ONE TIME/ STAGGERED MANNER PURCHASE BASIS.

Bid No.

Date of Opening of Technical bids: 28.03.2016 (14.00 hrs).

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

Affidavit

I.....S/O,W/O.....Resident of..... Patna, PIN-..... declare the following:-

My Firm/Agency having registered name M/s.....bearing Registration no....., having official address.....Patna, PIN.....has not been blacklisted by government and private organization.

This affidavit will be used for applying for the tender.

The details which is written here is true and correct, In case found to false the tender submitted by me will be cancelled immediately, bid security money will be forfeited and penal action can also be taken for giving such false affidavit.

Name and signature of deponent

Annexure-2

SUPPLY OF STATIONERY TO BIHAR MADHYAMIK SHIKSHA PARISHAD FOR STATE APPELLATE AUTHORITY ON SCHEDULED DELIVERY /ONE TIME/ STAGGERED MANNER PURCHASE BASIS.

Bid No.

Date of Opening of Technical bids: 28.03.2016 (14.00 hrs).

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

Sub. : Authorization for attending the technical bid opening on _____ and financial bid on _____ of the tender for procurement of the Stationery and other items.

Following person is here by authorized to attend the bid opening for the tender mentioned above on behalf of M/s. _____ (name of the bidder).

Name _____ specimen signature _____

Alternate representative

Name _____ specimen signature _____

Signature of the bidder

Or

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

N.B. Permission will be denied incase the photocopy of the duly filled in form is not brought at the time of opening

SUPPLY OF STATIONERY TO BIHAR MADHYAMIK SHIKSHA PARISHAD FOR STATE APPELLATE AUTHORITY ON SCHEDULED DELIVERY /ONE TIME/ STAGGERED MANNER PURCHASE BASIS.

Bid No.

Date of Opening of Technical bids: 28.03.2016 (14.00 hrs).

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

UNDERTAKING

From

M/s.

.....

.....

To

The State Project Director,
Bihar Madhyamik Shiksha
Parishad for State Appellate
Authority Shikha Bhawan,
Saidpur, Patna -800004.

Dear Sir,

This is to inform that I / we are submitting the samples of the items for the package no for which I/ we have quoted our rates. In case of the tender going in our favour, I/we agree to supply the items as per the samples submitted (in terms of quality/ colour/shade / make /weight/ size, etc.)

Yours faithfully,

(Signature of the Bidder)

Date:

Name:

Designation with Seal of the Firm

SUPPLY OF STATIONERY TO BIHAR MADHYAMIK SHIKSHA PARISHAD FOR STATE APPELLATE AUTHORITY ON SCHEDULED DELIVERY /ONE TIME/ STAGGERED MANNER PURCHASE BASIS.

Bid No.

Date of Opening of Technical bids: 28.03.2016 (14.00 hrs).

Date of opening of financial bids: 30.03.2016 (11.00 hrs)

SPECIMEN AGREEMENT

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

Agreement

The agreement is made on this _____ day of _____ 2016 between M/s _____

herein referred to as the Contractor/Agency carrying on business under the name and style of M/s.____of the one part.

and

Bihar Madhyamik Shiksha Parishad for State Appellate Authority (BMSP-SAA), acting through the, herein after referred to as the other part whereas the said contractor has agreed with the **Bihar Madhyamik Shiksha Parishad for State Appellate Authority**, for supply of required Items in conformity with the requirements & specifications.

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

1. The contractor agrees to undertake to supply **the items i.e.** as per the requirement as agreed to in their bid letter no. _____ dated _____ at the rates quoted by him/them. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.

2. The supply of **the items i.e.....** which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from _____ to _____. The Bidder is valid for a period of one year from the date of signing of/ opening of the bid. The contract may be extended with the same terms and conditions and rates for three more months with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority** on behalf of the Bihar Madhyamik Shiksha Parishad for State Appellate Authority will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
5. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any
6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the State Project Director, Bihar Madhyamik Shiksha Parishad for State Appellate Authority or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
7. The Security Deposit is liable to be forfeited to the Bihar Madhyamik Shiksha Parishad for State Appellate Authority without any prejudice to any

other rights and remedies of Bihar Madhyamik Shiksha Parishad for State Appellate Authority in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.

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

In witness whereof, the contractor has set his hand and the Bihar Madhyamik Shiksha Parishad for State Appellate Authority has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the
Company/Firm/Society, etc as above
State Appellate Authority (BMSP-SAA)

Signature of the authorized official of
the Bihar Madhyamik Shiksha Parishad for

Signature:

Name :

Address :

Signature:

Name :

Address :

WITNESSES

1.

2.

1.

2.

Note : Other Terms and Conditions as per the concern package and objectives of the bid document will be added in this specimen's agreement to make it final agreement.