

State Council of Educational Research & Training, Bihar, Patna- 800006

RFP Ref: SCERT/ E-Tender/ Pragati Patrak-2025/ 02, dt-26/08/2025

(Very Short Tender Enquiry)
SHORT e- TENDER

**Printing & Supply of Pragati Patrak (Class I to VIII) (Exam related works) and delivering
at all 38 District Head Quarters**



Issued by:-
Director, State Council for Educational Research and Training,
Government of Bihar
Address: Mahendru, Patna (Bihar) Pin No. 800006
Ph: 0612 – 2370030 Website: <https://scert.bihar.gov.in/>
Email ID: directorscertbihar@gmail.com

Introduction

SCERT, Bihar is an apex institution of the state. It devises the system and approaches for qualitative education by developing and producing teaching learning materials, developing the curriculum, aiming at an all-round development of the child at all levels of education, developing Educational Technology for use in the teaching learning activities and training programs, developing the strategies to achieve the goals of quality education for equality and establish a linkage with NCERT, NIEPA and various department of Education, other educational institutions of state via its CTEs, DIETs, PTECs and BITEs.

1. The State Council of Educational Research and Training invites open e-tender enquiry through Printers of Bihar for the work of “Printing & Supply of Pragati Patrak,(Class I to VIII) and delivering at 38 District Head Quarters.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 2,00,000 (Rupees Two Lakh Only) in the form of DD/ Bank Guarantee in favour of Director SCERT, Account No- 440810110001867 IFSC – BKID0004408 Bank of India MURADPUR CHAUHATTA Branch payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

SECTION - I:**INVITATION FOR BIDS (IFB)**
Very Short E-Tender Notice

The State Council of Educational Research and Training invites VERY SHORT e-tender enquiry through reputed Printers of Bihar for the work of “**Printing & Distribution of Pragati Patrak** (Class I to VIII) and delivering at 38 District Head Quarters. Bidding process will be conducted as per terms & conditions laid down in this Bid Document under the provision laid out in the Bihar Financial (Amendment) Rules, 2005 and Amendement-2016-2017 (shall apply).

Dates with regard to this Invitation for Bids are given below:

1	Name of the work	Printing & Distribution of Pragati Patrak (Class I to VIII) (Exam related works) and delivering at 38 District Head Quarters.
2	Tender Notice No	SCERT / E-Tender/ Pragati Patrak -2025 /02,dt-26/08/2025
3	Tender Fee/EMD	1) Tender Document Fee (Non Refundable): Rs 11,800/- (Rupees Eleven Thousand Eight Hundred only) to be paid online 2) Tender Processing Fee (Non Refundable) Rs590/- (Five Hundred Ninety only) to be paid online. 3) EMD (Refundable): Rs. 2,00,000/- (Rupees Two lakh Only) in the form of DD/BG issued by a Scheduled/Nationalised Bank in favour of the Director, SCERT, Payable at Patna.
4	Online publication of bid document	26/08/2025, 15:00 Hrs
5	Date, Time and venue for Pre bid Meeting	29/08/2025 at 15:00 Hrs in the office of Director, SCERT,Mahendru,Patna-800006
6	Last Date and time for Submission of bid.	04/09/2025, 15:00 Hrs in online mode.
6	Opening of Technical Bids	05/09/2025, 15:30 Hrs
8	Opening of Financial Bids	To be notified later

9	Availability of Bid Document	May be downloaded from the Websites (http://eproc2.bihar.gov.in)
10	Address for Communication	Sri Suraj Prasad, SCERT, Mahendru, Patna (Bihar) Pin No. 800006 Ph: 0612 – 2370030 Mobile- 9708171502 Website: www.scert.bihar.gov.in Email ID: directorscertbihar@gmail.com

The Director, SCERT reserves the right to amend or withdraw any of the Terms and Conditions in the bid document or to cancel / reject all the tenders received without giving any notice or assigning any reasons thereof.

Director
State Council of Educational Research & Training

Section II

E-Procurement related instructions **Submission of Proposals through electronic mode only**

- (i) The bidder should prepare and submit its offer as per instructions given in this section.
- (ii) The Bidder shall submit his bid/tender through e-Procurement platform at <http://eproc2.bihar.gov.in>
- (iii) The Bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-ID of the e-Procurement website before participating in the e-Tendering process. The Bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-ID they have to get registered themselves on e-procurement <http://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- (iv) The Bidders shall submit their Financial bid in the online standard formats given in e-Procurement website at the respective stage only. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids (If asked) and other related certificate /documents in the e-Procurement website. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The Bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document. This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
- (v) All the required documents should be attached at the proper place as mentioned in the e-forms. Tender Processing Fee (TPF) and Tender Document fee to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
 - a) "Earnest Money Deposit (EMD) shall have to be paid in the form of DD/BG issued by a Scheduled/Nationalised Bank in favour of the Director, SCERT, Payable at Patna. Original DD/BG is to be submitted on or before the due date of bid submission. The scan copy of the same to be uploaded on the e-proc portal along with BID documents.
 - b) In case of Micro / Small scale units seeking exemption from payment of EMD, the bidder shall have to upload "Udyam Registration Certificate" along with updated status.
 - (c) Paper Sample has to be submitted within the time schedule on or before the bid submission date.
- (vi) **Bidder shall not be required to submit any kind of hardcopy as per BID other than above as mentioned in Clause-V (a) & (c).**
- (vii) Bids along with necessary online payments must be submitted through e-Procurement portal <http://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. The department / Tender Inviting Authority don't take any responsibility for the delay / Non

Submission of Tender /Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

- (viii) The tender will be opened online through the e-procurement portal at the venue, of SCERT, SRC, Building, Patna-800006. Bidders or their authorized representatives, who are willing to witness the bid opening, may remain present during opening of the bid(s).
- (ix) Any corrigendum or date extension/ changes/ amendment notice will be given on the e-Procurement website. For support related to e-tendering process, Bidders may contact at following address "e- Procurement HELP DESK mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar" Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in or may visit the link "Vendor Info" at <http://eproc2.bihar.gov.in>.

SECTION III

INSTRUCTION TO BIDDERS

A) SPECIAL ATTENTION FOR BIDDERS

- (i) The Contract will be awarded from the date of issuance of work order. As this printing work is of urgent nature and timeline defined hence the printers who can or have the capability to meet the timelines for deliverables as stipulated in this bid document on later sections only need to apply.
- (ii) This procurement is of very urgent and of time bound in nature hence the required Printing, Packing & Supply (Class I to VIII) (Exam related works) and delivering at 38 District Head Quarter within **10 days from receipt of work order** positively. In case the bidder fails to do so, a penalty will be levied and same will be non-refundable in any circumstance. In the aforesaid event, the said bidder shall also be liable for debar / blacklisting in the SCERT, Department of Education, GoB from further participation in the future bids floated by the SCERT.
- (iii) Any Bidder found involved in any fraudulent practice or declared blacklisted or debarred by any organization in India shall be pointed out and its bid will be rejected without any further communication.
- (iv) The Bidder shall bear all costs associated with the preparation and submission of its Bid and SCERT will in no case be responsible or liable for these costs, irrespective of the conduct or outcome of the Bid process.
- (v) The Bid document may be downloaded from the **Website** <http://eproc2.bihar.gov.in>.
- (vi) Tender Document complete in all respects must be submitted online in the e-Proc 2 portal till the time as stipulated in Section-I. The Financial Bid shall be opened in online mode.
- (vii) **NO HARDCOPY SUBMISSION OF TECHNICAL BID & FINANCIAL BID IS ALLOWED UNDER ANY CIRCUMSTANCES.**
- (viii) The bid document must be digitally signed by person fully and duly authorized to sign as declared in the bid. All the bidders should declare the name of authorized person who will deal with SCERT for tender related correspondence. SCERT will cross examine proof of authorization during bid evaluation and any deformity shall be viewed very seriously and penal action may be initiated in case of breach of contract or false representation during the bid.

- (ix) The bid shall be submitted online through e-Procurement portal <http://eproc2.bihar.gov.in>.
- (x) The bid should be unconditional and in accordance with the terms and conditions of the prescribed bid document for the purpose.
- (xi) Conditional tender will not be accepted.
- (xii) Bidder who authorizes more than one person on its behalf for Bid Processing, shall result in rejection of the bid.

B. ELIGIBILITY AND TECHNICAL QUALIFICATION CRITERIA

- 1) This invitation is open to all Printers of Bihar registered under Companies Act, 1956/2013, Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882 or Limited Liability Partnership Act 2008 or Proprietorship firm, who fulfill the eligibility & qualification criteria specified hereunder. **(Consortium/JV of Printers is strictly disallowed)**
- 2) The eligibility criteria and Supporting Documents to be submitted by the bidders in the technical bid are as follows:-

S. No	Eligibility criteria for Bidders	Mandatory Documents
B.1	The Bidder should be an established entity under Companies Act, 1956/2013, or Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882, or Limited Liability Partnership Act 2008 or a Proprietorship firm and having in existence for minimum period of 03(three) years.	For Company Act - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 along with copies of Memorandum of Association (MoA) and Articles of Association (AoA) For Partnership Firm - Copy of the Registration Certificate issued under Partnership Act 1932, along with Partnership deed. For Limited Liability Partnership (LLP) Firm - Copy of the Certificate of Incorporation issued by the Registrar of Firms under Limited Liability Partnership Act 2008. For Society/Trust – Copy of Registration Under Act 1860 or Indian Trusts Act 1882. For Proprietorship firm –A proprietorship firm shall provide Proof of proprietorship of a Printing Press i.e; MSME Certificate or Firm Registration Certificate/License.
B.2	The bidder must have minimum average annual turnover of Rs. 30 lacs for any three financial years during FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24OR 2024-25 related to printing	(a) Audited Balance Sheet and Profit & Loss Account, (if the bidder is registered under Companies Act or Partnership Act or Limited Liability Partnership Act or Proprietorship firm) for FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24OR 2024-25 OR (b) Income and Expenditure account statement

	work.	(if the bidder is registered under Societies Act or Trust Act) for FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24OR 2024-25. AND (c) Turnover certificate issued by Chartered Accountant/Company Secretary (must have mentioned Membership No., UDIN No. & Date) certifying that the turnover is related to printing work only.
B.3	PAN and ITR	The bidder must provide self attested scanned copies for (i) PAN Card, (ii) Acknowledgment of income tax returns of three assessment years (AY 2022-23, 2023-24 & 2024-25.
B.4	The bidder must provide GST Registration Certificate registered on or before 01.08.2022.	Self-attested copies of GST Registration Certificate showing the principal place of business and all the additional place(s) of business.
B.5	The Bidder must have successfully completed printing of 50000 (Fifty Thousand) leaflets/Answer books/books against single order in any one year during preceding Five years i.e. 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24OR 2024-25.	Proof of Satisfactory completion i.e., self-attested copy of work completion certificate/Tax invoices.
B.6	The bidder/agency should have valid Factory License for all premises.	Self attested copy of valid Factory License, for the production plant/unit/premises which is valid and renewed up to date.
B.7	EMD (Refundable): Rs. 2,00,000/- (Rupees Two Lacs only).	EMD Rs. 2,00,000/- (Rupees Two Lac only) for each class in the form of Demand Draft/BG issued by a Scheduled/ Nationalized Bank in favour of Director SCERT., Payable at Patna. The Micro or Small-scale units seeking exemption for EMD to submit valid "Udyam Registration Certificate" along with updated status
B.8	The bidder must not be i. Blacklisted / banned / debarred /convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document. ii. The bidder shall declare all ongoing litigations; it is involved in/with any Government Agency/ State/ central department/ PSU	Affidavit sworn before Public Notary/Executive Magistrate as per "Annexure-IV" .

B.9	The bidder must have the following facilities available in their Printing press along with the facility of Pre-Press, Press and Post-Press related modern printing provisions: I. Pre-Press: a) DTP with minimum one terminal along with A-4 size colour inkjet/ laser printer of 600 DPI or above with latest version of licensed software used in designing b) The bidders may satisfy at least one of the following conditions with respect to plate making capabilities i. Whether the bidder owns a CTP/CTCP unit ii. Whether the bidder has consent from a 3rd party having CTP/CTCP units for its use. II. Press a) Four colour Web Offset printing Machine size 508 mm cut off, reel or higher size AND b) Sheet fed Offset Printing Machine 19"x25" or bigger size. Note: The rated speed of the web offset machine with quarter folding shall not be less than 15,000 cycles per hour. Bidder may possess higher specification machine also. III. Post Press: •Cutting machines of not less than 32" size Or one Three side trimming machine capable of trimming the Books in the size of Crown 1/8 D.C., A-4 AND •Strapping Machine.	Affidavit sworn before Public Notary/ Executive Magistrate for Declaration for Printing facilities in their Printing Press in format as given in "Annexure-V". To be supported with relevant documents Mandatory documents for CTP i. The bidder who owns CTP/CTCP, has to submit the scan copy of tax invoice of the CTP/CTCP machine. ii. If the bidder has consent from 3rd party for use of their CTP/CTCP unit, the details of plate making capabilities like CTP/CTCP machine and owner details etc.
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The SCERT shall have all the rights to disqualify such bidders who have misrepresented any fact in this regard.

B) For Technical and Financial Bid

- 2.1 **The Bidders follow the guidelines given in ITB to fill up the Financial Bid.** The Bidder shall indicate on the appropriate price schedule attached to this bid document (**Section-VI**) the unit price of each unit print and supply under the contract.
- 2.2 Price quoted in the financial Bid shall include the cost of paper of the required technical specification, printing/stitching/binding, raw material used for printing, printing inks, packing, handling etc. and transportation and all applicable taxes and duties including Goods & Services Tax (GST) as per the prevailing rates/rules and all other sundry expenses (foreseen or unforeseen) in making available at the destination points.
- 2.3 The rate should be clearly quoted in figures as well as in words [For Example; Rs. 10.85 (Rs. Ten & Paisa Eighty Five Only)].
- 2.4 If the rates are quoted more than two decimal places by the bidder, the rates upto two decimal places shall only be taken into consideration for finalization of the Financial Bid.

- 2.5 The price quoted by the Bidder shall be fixed for the entire period of contract and no price variation is allowed on any account.

3 Bid Security (EMD)

- 3.1 All the bidder shall submit the Bid security (EMD) in the digital form for the prescribed sum as mentioned in the Invitation for Bids (IFB) in Section-I.
- 3.2 The Bid security is required to protect the SCERT against the risk of Bidder's conduct, which would warrant the forfeiture of Bid security.
- 3.3 The Bid security shall be in Indian Rupees and in digital form issued by the Nationalized/Scheduled bank located in India.
- 3.4 The Micro or Small scale units located in Bihar shall not be liable to deposit earnest money. Micro/small scale enterprise/Bidders which are registered unit located in Bihar seeking exemption for payment of EMD should submit valid copy of "UDYAM REGISTRATION CERTIFICATE" (along with updated status) issued by the District Industries Center/ BIADA/ the Micro Small and Medium Enterprises (MSME) Dept.
- 3.5 Any Bid not secured by EMD will be rejected by the SCERT administration deemed as technically ineligible.
- 3.6 Bid security of the unsuccessful Bidders will be discharged/returned as promptly as possible.
- 3.7 The successful Bidder's Bid security will be discharged after the signing of the Contract and furnishing the Performance Security deposits.
- 3.8 **The Bid security may be forfeited:**
- (a) If a Bidder
- (i) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form;
- Or**
- (ii) Does not accept correction of errors
- Or**
- (b) In case of a successful Bidder, if the Bidder fails:
- (i) To sign the Contract; Or to furnish Performance Security in accordance with this RFP.

4 Period of Validity of Bids

- 4.1 Bids shall remain valid for **120 days** from the date of Bid opening prescribed by the SCERT. A bid valid for a shorter period shall be rejected by the SCERT as not technically eligible.

- 4.2 In exceptional circumstances, the SCERT may solicit the Bidder's consent to an extension of the period of validity. The request by the SCERT and the responses of Bidders there to shall be made in writing. The Period of validity of the Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.
- 4.3 In the case of fixed price contracts, in the event that the SCERT requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the same as the bid price.

5 Opening of Bids by the SCERT.

- 5.1 All the bids received within the specified time would be taken up to be opened by the Tender committee at the prescribed time mentioned through the mode as applicable.
- 5.2 Bidders or their authorized representatives, who choose to witness the opening of bids, would remain present during the opening of bids.
- 5.3 SCERT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

6 Clarification of Bids and checking of confidentiality of the printing premises

During evaluation of Bids, the SCERT may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response there to shall be in writing and no change in substance of the Bid shall be sought, offered or permitted. However partial portion of any document which the bidder missed to upload, may be entertained at the sole discretion of Tender evaluation committee.

- 6.1 The Tender committee members and authorized officials of SCERT may go for site inspection of the setup at the Bidder's press.
- 6.2 The SCERT or his/her representative will have the right of site inspection of the participating Bidder's setup, anytime either post award during the entire process of printing work or prior to opening of the financial bid. The SCERT will determine the technical eligibility and technical qualification of each bidder with reference to the Bid documents and criteria laid down in RFP.
- 6.3 Tender Committee, if finds it necessary, may call all those Bidders found ineligible after preliminary examination of the press premises for presentation of their site inspection report so that to get absolute clarity on the point of technical eligibility of the Bidders.

- 6.4 The SCERT has discretion to waive any minor non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect any other Bidder.
- 6.5 Having evaluated the bids on the criteria of technical eligibility on the basis of the technical bids submitted by the Bidders and the presentation of the technical bid, if any, made by them, the tender committee will decide on the bids which qualify the eligibility criteria.

7 Financial Evaluation

- 7.1 The Financial Bid Form “A” of the Bidder will be opened online by the Tender committee.
- 7.2 Bidders or their authorized representatives, who choose to witness the opening of financial bids, would remain present during the opening of bids.
- 7.3 The lowest rate shall be evaluated item wise and on the basis of per unit only. All prospective bidders will have to quote rates item wise and per unit as mentioned in RFP.

8 Award of Contract:

- 8.1 Subject to clause 7, the SCERT will award the contract to the financially qualified Bidder who has quoted the lowest price i.e. lowest L1 Rate in each item. The item wise lowest rate shall be contract rate for other successful bidders also, who are interested in doing printing work on approved lowest evaluated rate.
- 8.2 The Director SCERT reserves the right to distribute the work amongst the different successful bidders at the approved L1 rate on the basis of their working capacity, past performance, litigation history and press security for confidential printing etc. Each item of the BOQ may further be split/broken into smaller quantity for distribution among the other successful bidders who expresses its willingness to execute the work at L-1 rate.
- 8.3 Contract will be awarded on the Lowest approved rate (L1). If the bidder fails to perform the contract, all his performance bank guarantee will be forfeited and the process for debar/blacklisting of the firm will be initiated.
- 8.4 Any Bidder whose rate value is Lowest, the Director, SCERT reserves the right to distribute the work amongst the different successful bidders at the approved L1 rate on the basis of their working capacity.
- 8.5 For the purpose of award of contract for “Printing & Supply of Pragati Patrak (Class I to VIII) (Exam related works) the entire work has been divided into one packages successful L-1 bidder can be awarded with at the Lowest L-1 rate. In case of tie in rates, package wise bidder shall be selected through

lottery among tied ones. However, considering the stringent timeline requirement and any other evolved situations after opening of financial bid, the decision of the Director, SCERT will be final and conclusive in this regard.

- 8.6 In case the L-1 price for any or all of the classes is found unreasonable, the L-1 bidder may be asked for price justification and negotiation may be held with the L-1 bidder

9 Director, SCERT reserves the right to vary Quantities at the Time of Award

- 11.1 The Director, SCERT reserves the right at the time of Contract award to increase or decrease up to 15 (Fifteen) percent of the quantity without any change in unit price or other terms and conditions. No time limits extensions may be allowed for supply if quantity will increase at the time of work order.

10 Notification of Award

- 10.1 **The SCERT will notify the successful Bidder in writing / email that its Bid has been accepted.**
- 10.2 The notification of award will constitute the formation of the Contract.
- 10.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB, the SCERT will promptly notify each successful Bidder and will discharge its Bid security after signing of contract agreement, pursuant to ITB.

11 Signing of Contract

- 11.1 The successful Bidder, on receipt of award shall execute an agreement within 03 (Three) days from the day of award of contract in the prescribed form (Section-V) **Deposit Performance Security, amounting to 5% of the Contract value. MSME relaxation in PBG is applicable as per BFR-2005 (Amendment 2016)**
- 11.1 If the bidder fails to execute the agreement and fails to furnish Security amount as mentioned in Clause -11.1 above, not only the bid security shall be forfeited, but the printer shall also be blacklisted and debarred from participation in future bids.
- 11.2 The agreement shall be executed by the successful bidder at Patna on non-judicial stamp paper of Rs. 1000/- and the successful bidder shall bear all legal expenses of execution of the agreement.

12 Performance Security

- 12.1 Within 03 (Three) days from the day of award of contract or the receipt of notification of award from the SCERT., the successful Bidder shall furnish the performance security @ 5% of total contract value in accordance with the General Conditions of Contract, in the Performance Security Form (Section-VI) provided in the Bid documents or in another form acceptable to the SCERT.
- 12.2 Failure of the successful Bidder to comply with the requirement of performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.
- 12.3 The proceeds of the performance security shall be payable to the SCERT as compensation for any loss resulting from the Printer's failure to complete its obligations under the Contract.
- 12.4 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee or Demand Draft issued by nationalized/scheduled bank located in India, in the form provided in the Bid documents
- 12.5 The Performance Security will be discharged by the SCERT and returned to the Printer after successful completion of the period of Contract.

13. Dispute Resolution: -

- 13.1 The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- 13.2 All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
- 13.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - 13.3.1 **Conciliation:** - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

13.3.2 The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.

13.3.3 **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act 1996 with all its subsequent amendments.

13.3.4 All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.

13.4 The Arbitral award shall be final and binding on both the parties.

13.5 Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by the SCERT unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Same as those which are otherwise explicitly provided in the contract, no payment due, or payable by the SCERT, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

14 Fraud or Corrupt Practices: -

14.1 The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Intent (LOI)/Work Order (WO) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, the Department may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

14.2 Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LOI /WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice,

coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI /WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Department during a period of 1(one)year from the date such Bidder is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

14.3 For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

14.3.1 “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.

14.3.2 “**Fraudulent practice**” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

14.3.3 “**Coercive practice**” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.

14.3.4 “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

14.3.5 “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

15 Termination & Blacklisting:

15.1 The SCERT may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the Department may give not less than 30 days written notice of termination to the Vendor.

- a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b. If the vendor becomes bankrupt, insolvent or goes into compulsory liquidation
- c. If the vendor, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

- d. If the vendor submits to the Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f. If the vendor fails to provide quality services as envisaged under this Agreement.
- g. Serious discrepancy and delay in the delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
- h. Failure of the vendor to mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department. Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

16 Penalties: -

In case the supply is not made within the stipulated period the penalty may be imposed to printer/Bidder/Agency for delay as per the following.

- (i) Penalty of 1% of total value of work for per day delay.

However, if the supply is made beyond due date, EMD/Performance Bank Guarantee Deposit shall also be forfeited in addition to the penalty.

17 Termination Payments: -

These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, the Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

18 Blacklisting without termination: -

The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

19 Foreclosure with Mutual consent: -

- a) Without prejudices to any provisions of this agreement, the Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

20 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, the Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

- 20.1 All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- 20.2 The transition plan along with the period shall be mutually agreed between the vendor and the Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition

General conditions of the contract (GCC)

1. Delivery and Documents

- 1.1 Delivery at the destination points i.e, District Headquarter should be strictly finished **on time as agreed upon**. The bidders may note that the carriage/transportation of printed materials to be done under their own cost and security. The bidder shall maintain high end confidentiality with respect to any third party.
- 1.2 Time is the essence of this contract. The time period has to be strictly followed by the bidder at any cost. No negligence shall be shown on the ground of delay at any cost.

2. Payment

- 2.1 Payment of 100% of bill amount shall be paid after satisfactory completion of the total work order and successful completion of the work within contract period as far as possible. Payment will be made within 10 days of the receipt of the invoice along with challans and confirmation of supplied items by concerned location. However it is the sole responsibility of the Printer to print the report card on the pre approved paper by SCERT in A4 size. Any deviation in quality and size of paper will be treated as breach of contract and performance guarantee will be forfeited. Other penal actions like debar/blacklisting may also be initiated.
- 2.2 The Printer shall not assign any part of its obligations to print report card under the Contract to any other printer. Sub-letting of work is strictly disallowed. In case under force majeure condition or any other mis happening conditions, part of its obligation to print report card is being assigned to any other printer's then a prior written permission from the SCERT will be essential. Failing to do so will attract legal and penal action against the printer. This shall not relieve the bidder from any liability or obligation under the contract.

3. Penalty For delays:

- 3.1 Timely printing & distribution to the destination is mandatory. A penalty at a rate decided by SCERT would be imposed for delayed printing & distribution. However the maximum penalty that can be imposed for delay in delivery will be restricted to 10% of the total work order value. If penalty reaches to 10% then the contract may be terminated apart from forfeited of performance guarantee and other penal actions like debar/blacklisting may also be initiated.
- 3.2 On just and sufficient reason, the Director, SCERT may either waive or reduce the above penalties and also extend the delivery period.

SECTION-V**SCOPE OF WORK AND THE TECHNICAL SPECIFICATION.**

SL. NO.	NAME OF WORK	TECHNICAL SPECIFICATION
1.	Printing & Distribution of “Pragati Patrak” Quantity to be shared in Pre Bid Meeting.	A4 Size, 150 GSM, Single Page with both side single colour printing

Section-VI

FINANCIAL BID

Tender form for Printing & Supply of Pragati Patrak (Class I to VIII) (Exam related works) and delivering at all 38 District Head Quarters.

- (i) Rates should be quoted inclusive of all charges. This Tender is open to all Printers of Bihar only.

After having gone through the details contained in the tender document and the terms and conditions as enlisted in the tender document for empanelment of agencies for printing and delivery of pre-printed/blank stationery for result documents **Examinations of various Projects/Schemes of SCERT** at Patna or any other location as desired by SCERT. I/we quote our lowest rates for the same as given below in prescribed Performa.

Item No.	Name of the Items with specification	Specifications & Quantities	Rates* per copy to be quoted inclusive of all charges and delivery (including cost of material and all other work involved in printing)
1.	Printing & Distribution of Pragati Patrak (Class-I to VIII)	As stated in the tender document Section V	Rs. _____ (Rupees _____) per certificate (inclusive of all Taxes & charges). Overwriting/cutting/erasing is not allowed.

*Note (i) Conditional bid will summarily be rejected.

(Authorized Signatory with full name,
Designation and stamp)

Full Name _____

Designation _____

Tel. No/Mobile _____

Email ID _____

BID FORM

Date:2025.

From

M/s.....

.....

.....

To:

**The Director,
Sate Council of Educational Research & Training (SCERT)
Mahendru, Patna – 800006**

**Subject: Acceptance of Terms & Conditions of Tender for
..... of SCERT.**

Respected Sir,

- a. I/We have downloaded/ obtained the tender document(s) for the above mentioned Tender/work from website(s) namely, <https://eproc2.bihar.gov.in> as per your advertisement, given in the above mentioned website(s).
- b. I/we hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No 1 to _____(including all documents like annexure(s), schedule(s). etc., which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
- c. The corrigendum(s) issued from time to time by your department organization too has also been taken into consideration, while submitting this acceptance letter.
- d. I/We hereby unconditionally accept the tender conditions of above mentioned Tender Document(s)/corrigendum(s) in its totality/entirety.
- e. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
- f. We hereby also declare that our firm/company/concern is certified with ISO. We are in the business of above work, which can be verified from our office records. We have all

technical infrastructure and technical staff etc. for smooth and effective execution of your above work.

- g. I/We hereby also declare that our forms has not been black listed/debarred by any Government Central and State)Board/SCERT/Public undertakings/Banks/RBI/IBA etc.

Yours faithfully

(Authorized Signatory with full name, designation and stamp

Full Name_____

Designation _____

Tel./Mobile No _____

Email ID _____

PERFORMANCE SECURITY FORM

To:

**The Director,
Sate Council of Educational Research & Training (SCERT)
Mahendru, Patna – 800006**

WHEREAS (Name of
Printer)

hereinafter called "the Printer" has undertaken, in pursuance of Contract No.....
dated,.....2025 for supply
of.....(Printing & Distribution at
various BRCs/School Complex) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Printer shall
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as
security for compliance with the Printer's performance obligations in accordance with the
Contract.

AND WHEREAS we have agreed to give the Printer a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on
behalf of the Printer, up to a total of
(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon
your first written demand declaring the Printer to be in default under the Contract and
without cavil or argument, any sum or sums within the limit of
(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or
reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....2025

Signature and Seal of Guarantors

.....

Date.....2025

Address:
.....
.....

PROFORMA OF CHALLAN

(Name and address of the Bidder)

Work order No:.....

Challans no:

Date:

Name & Address.....

.....

Sl. No.	Name of the items ordered	No. of Pragati Patrak received	Date of Receiving	Remarks

Note:

Challans will be printed in A4 Size only for maintaining the uniformity.

**Signature of:
Representative of Supplier**

Full Name.....

Date.....

MobileNo:.....

**Signature & stamp of:
Representative of SCERT**

Full Name.....

Date.....

Mobile No:.....

Affidavit

DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Partner(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 1000 to be sworn before first class Magistrate/Notary)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that our organization or any of our promoter(s) / director(s)/partners/ proprietor/ Officials of Trust/Society are not blacklisted/debarred/convicted by any court of law for any criminal or civil offences/declared ineligible by SCERT or by any other entity of Central or State government or their undertakings or any local self-government body for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission of online bidding document.

And that we are hereby, declaring all ongoing litigations where our organization or any of our promoter(s) / director(s)/partners/ proprietor/ Officials of Trust/Society are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited or will be recovered without further intimation.

Dated this.....Day of. , 2025

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:

DECLARATION FOR PRINTING FACILITY*(Affidavit on Non – judicial stamp paper of Rs.1000/- attested by notary public)*

I, M/s(the name and addresses of the registered office) hereby certify and confirm that we have the required facilities available in our Printing press located at, (address of the Printing press of all units)with the facility of Pre-Press, Press and Post-Press related modern printing provisions:

ESSENTIAL CRITERIA

Sl. No.	Machines/equipment	Number of Machines		Company name	Year of make
		As per RFP	Available with Printer		
1.	One Desktop processor (Core i5 & above) along with A-4 size colour inkjet/ laser printer with latest version of licensed software used in designing.	1			
2.	One Computer-to-Plate (CTP) or Computer-to-Conventional-Plate (CTCP) machine with processor (Owned)	1			
3.	One unit Four Colour 508 web offset Printing Machine or bigger size OR One unit Four Colour or more colours Sheet fed Offset Printing Machine 19"x25" or bigger size.	1 OR 1			
4	Cutting Machine	1			
5	One Strapping Machine.	1			

We further confirm that we are aware that, our application for the captioned project would be liable for rejection in case it is found not having the aforementioned specification during the time of physical inspection of the Printing Press by the technical evaluation committee of SCERT. Further, we understand that during the currency of the contract, the SCERT shall have the right to undertake random inspection of the facility and if found ineligible then contract stands cancelled and amount paid till date shall be forfeited without further intimation.

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person: