

**THE DIRECTORATE OF PUBLIC INSTRUCTIONS
(MADHYA PRADESH)
GAUTAM NAGAR, BHOPAL 462023**

BIDDING DOCUMENT

BID NO.	1796 Dated 13/06/2025
FOR SUPPLY OF	SUPPLY AND INSTALLATION OF PRINTERS (A4)

DISCLAIMER

The adequate care has been taken in the preparation of this bid (Tender) document. The Bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to **DIRECTORATE OF PUBLIC INSTRUCTIONS** before the opening of tender. If **DIRECTORATE OF PUBLIC INSTRUCTIONS** receives no intimation, it shall be deemed that the Bidder is satisfied that the Bid Document is complete in all respects.

**COMMISSIONER
DIRECTORATE OF PUBLIC INSTRUCTIONS,
MADHYA PRADESH.**

* 'A' stand for All India Bid/Tender

**THE DIRECTORATE OF PUBLIC INSTRUCTIONS
(MADHYA PRADESH)
GAUTAM NAGAR, BHOPAL 462023**

Telephone No.: **0755-2583650**Website: <https://mptenders.gov.in/nicgep/app>Email: **tenders@vimarsh.mp.gov.in**

ALL INDIA COMPETITIVE BIDDING FOR THE SUPPLY AND INSTALLATION OF PRINTERS (A4) TO VARIOUS SCHOOLS UNDER THE DIRECTORATE OF PUBLIC INSTRUCTIONS, M.P.

BID REFERENCE	BID NO.:- 1796 -A
BID START DATE	16/06/2025 (10:00 AM)
PRE- BID MEETING	19/06/2025 (11:30 AM)
LAST DATE AND TIME FOR BID SUBMISSION	07/07/2025 (05:30 PM)
DATE AND TIME OF OPENING OF TECHNICAL BIDS	08/07/2025 (05:30 PM)
OPENING OF PRICE BIDS	Bids will be opened on the specified date and time and can be viewed on portal.
ADDRESS FOR COMMUNICATION	COMMISSIONER DIRECTORATE OF PUBLIC INSTRUCTIONS (MADHYA PRADESH) GAUTAM NAGAR, BHOPAL 462023

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SECTION –I: DEFINITIONS & ACRONYMS

In this Bid Document and associated documentation, the following terms shall be interpreted as indicated below:

GOVT.	Government of Madhya Pradesh
MSE	Micro & Small Enterprises as defined in MSMED act 2006 (As Amended)
PURCHASER	DIRECTORATE OF PUBLIC INSTRUCTIONS (MADHYA PRADESH) GAUTAM NAGAR, BHOPAL 462023
BIDDER	Person/Company who participate in bid process
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
GST	Goods and Service Tax
PAN	Permanent Account Number
SUPPLIER	The Person/firm/Company supplying the Goods and Services under this Contract
PRICE	The price payable to the Supplier for the full and proper performance of its contractual obligations
GOODS	All the items which the supplier is required to supply under the Contract
SERVICES	Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, and other obligations of the Supplier covered under the Contract
CONTRACT	The agreement entered into between the Directorate of Public Instructions on behalf of Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein for supply of goods in stipulated time period
GCB	General Conditions of Bid
SCB	Special Conditions of Bid
FORCE MAJEURE	An event beyond the control of the supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, pandemic, epidemics, quarantine restrictions and freight embargoes
PORTAL	https://mptenders.gov.in/nicgep/app

SECTION- II: INVITATION FOR BIDS

1. DIRECTORATE OF PUBLIC INSTRUCTIONS is a Department of Govt. of Madhya Pradesh
2. For the requirement of SUPPLY AND INSTALLATION OF PRINTERS (A4) at various schools under, DIRECTORATE OF PUBLIC INSTRUCTIONS M.P invites bid for the items mentioned in Section-VII of the tender through e-Tendering from eligible bidders.
3. The manufacturer or their Sole Authorized Dealer /Distributor (not the both) may participate in the bid process as per the stipulated terms and conditions of the bid.
4. Provisions of the MP Store Purchase and Procurement Rules 2015 (as amended 2022), will be complied with by the concerned.
5. Bidding documents may be Downloaded free of cost by any interested bidder from the web site <https://mptenders.gov.in/nicgep/app>. There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
6. For e-tendering registration bidder will have to register their firm/company on M.P. e-tender portal <https://mptenders.gov.in/nicgep/app> and required to pay registration fee as applicable on portal.
7. **Pre Bid Meeting – 19/06/2025, at 11:30 AM at Meeting Hall, Directorate of Public Instruction, Gautam Nagar, Bhopal, M.P.**
8. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
9. Bidders intending to participate in the bid are required to get themselves trained on the e-Procurement System.
10. The bid is to be submitted electronically on the portal <https://mptenders.gov.in/nicgep/app>. Manual submission of bid will not be accepted. No hard copy of any document will be accepted.
11. All documents uploaded on portal should be clear and readable.
12. During preparation of technical bid and price bid, bidder must give particular attention to the following:-
 - 12.1 The bidders are required to submit soft copies of their bids electronically on the MP Tenders Portal, using valid Digital Signature Certificates.
 - 12.2 Only one valid Class III DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - 12.3 Under this system of bidding, the bidder has to qualify all the stages.

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13. The Bidder must furnish requisite Bid Security (EMD) as mentioned in Bid document online through (<https://mptenders.gov.in/nicgep/app>) portal. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD.
14. Bids will be opened on the specified date and time and same can be viewed on portal. Bidders are allowed to attend the opening of the bid.
15. Technical Bid will be opened first and will be evaluated as per specification and terms & conditions of the Tender. Thereafter, Price Bid will be opened only for those bidders whose bid is found technically qualified.
16. In the event of the date specified for opening of bid being declared as a closed/holiday for Directorate of Public Instructions M.P. office, in such case the due date for opening of bid will be the following next working day at the appointed times.

SECTION- III: INFORMATION FOR BIDDERS

1. Scope of work

1.1 The competent authority require **SUPPLY AND INSTALLATION OF PRINTERS (A4)** to be supplied to Directorate of Public Instructions, M.P. Bid is issued, for contract of **SUPPLY AND INSTALLATION OF PRINTERS (A4)**. After finalization of the bid, the contract will be awarded to successful bidders for supply of the above item. **SUPPLY AND INSTALLATION OF PRINTERS (A4)** have to be supplied to various designated places as specified in supply order.

1.2 The scope of work includes following:-

- I. The Bidders are required to supply the desired goods/products as per the tender conditions in prescribed manner to the purchaser within time limit as mentioned in the supply order.
- II. Transportation, onsite installation, post sales services up to prescribed period, training, operations and maintenance (as per requirement) and providing complaint redressal mechanism.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of his/her bid, and Directorate of Public Instructions will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Contents of Bidding Document

3.1 The goods required, bidding procedures and bidding terms are prescribed in the Bidding Document. The Bidding Document includes:

- (a) Invitation for Bid
- (b) Information for Bidders
- (c) General Conditions of Bid (GCB)
- (d) Qualification Criteria and evaluation methodology for Bidder (QC)
- (e) Special Condition of Bid (SCB)
- (f) Technical Specification of the Item
- (g) Instruction for Pre/Post delivery Inspection of items
- (h) **Annexure:-**
 - (i) Annexure-I (Bid Form)
 - (ii) Annexure-II (Declaration/ Undertaking format)
 - (iii) Annexure-III (Annual Turnover Statement format)
 - (iv) Annexure-IV (Performa for Bidders General Information)
 - (v) Annexure-V (Blank Performa {Details of Product})
 - (vi) Annexure-VI (Format for Specification Compliance/Deviation)
 - (vii) Annexure-VII (Format for Price Schedule))
 - (viii) Annexure-VIII (Declaration Regarding Capacity)
 - (ix) Annexure-IX (Details of Service Centre/Dealers in MP)
 - (x) Annexure-X (Format for Contract Agreement)
 - (xi) Annexure-XI (Format for Performance Bank Guarantee (If required))
 - (xii) Annexure-XII (Proforma for Manufacturer's Authorization)
 - (xiii) Annexure-XIII (Format for Pre Bid Queries)
 - (xiv) Annexure- XIV (Service Level Agreement)
 - (xv) Annexure- XV (Calculation table of liquidity damages (Penalty))

- 3.2 The Bidder is expected to go through the tender document carefully to understand the documents required to be examine all instructions, forms, terms, specifications and annexure in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents shall submit question/queries if any in writing at the mailing address indicated in the bid document, not later than three days before their Bid Meeting. Decisions in this regard may be notified on portal <https://mptenders.gov.in/nicgep/app>, if bidders query accepted.

5. Amendment of Bidding Documents

- 5.1 At any time the Directorate of Public Instructions may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment/corrigendum. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 5.2 Any addendum/corrigendum issued shall be part of bidding documents. Addendum / corrigendum will be notified on portal <https://mptenders.gov.in/nicgep/app> and will be binding on all the prospective bidders. Prospective bidders are advised to regularly visit the websites Until the bid opening. The **Directorate of Public Instructions** shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the **Directorate of Public Instructions**, has full right to extend the last date and time for the submission of bids.

6. Language of Bid

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the **Directorate of Public Instructions** shall be written in English/Hindi language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bids, the translation shall govern.
- 6.2 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

7. Documents Essential for the Bid

- 7.1 The bid prepared by the Bidder shall comprise the following components:
- (a) Price Schedule (Rate Performa) completed in accordance with relevant terms and conditions of the Bid. Bidders are requested to note that they must submit their financial bids in the format provided in the tender and no other format is acceptable.

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- (b) Documentary evidence established in accordance with Qualification Criteria, that the Bidder is eligible to bid and will be qualified to perform the contract if its bid is accepted;
- (c) Documentary evidence established in accordance with Qualification Criteria and Specification, that the goods and ancillary services to be supplied by the Bidder are suitable goods and services and conforming to the Bidding Document; and
- (d) Bid Security (EMD) has been furnished.

8. Bid Price (Rate)

- 8.1 Bid has been called for the **SUPPLY AND INSTALLATION OF PRINTERS (A4)** given in the bid document under Technical specification. The bidder should quote the price as per technical specification & terms of tender.
- 8.2 Price {Rate} inclusive of transportation, packing, insurance, installation (wherever applicable), loading-unloading. Price {Rate} will be exclusive of GST chargeable on goods /products to be supplied.

Bid for the supply of **SUPPLY AND INSTALLATION OF PRINTERS (A4)** with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted.

- 8.3 Each bid must contain the unit price of each item or as mentioned in the tender/rate format.
- 8.4 To ensure regular and timely supply without any interruption, the purchaser reserves the right to split orders for supplying the requirements among more than one bidder, provided the prices and other conditions of supply are equal.
- 8.5 The price (Rate) quoted and accepted will be binding on the bidder for the stipulated period and any increase in the price will not be entertained till the completion of this contract period. Cross Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be considered under any circumstances and the bids of those who have given such conditions shall be treated as incomplete and bid will be summarily rejected.

9. Documents for Bidder's Eligibility and Qualifications

- 9.1 The Bidder shall furnish, all required and necessary self-certified documents /papers/information's as part of its bid, documents establishing the bidder's eligibility to bid and its qualification to perform the Contract if its bid is accepted.
- 9.2 The documentary evidence of the Bidder's qualification to perform the Contract if its bid is accepted, shall establish to the **Directorate of Public Instructions** satisfactions. The bidder should furnish the required documents compulsorily as indicated in Qualification Criteria and specification failing which their bid shall not be accepted.

10. Bid Security/Earnest Money Deposit (EMD)

- 10.1 The Bidder shall furnish Rs. 9,00,000/- (Rs Nine Lakh Only) bid security online through (<https://mptenders.gov.in/nicgep/app>) portal. No concession/exemption shall be allowed.
- 10.2 Micro & Small Enterprises of Madhya Pradesh (Manufacturing MSEs) can participate in bid by

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depositing Rs. 25,000/- (Twenty five thousand only) online on portal.

- 10.3 The bid security is required to protect the purchaser against risk of Bidder's conduct which would warrant the security's forfeiture. No offer will be accepted without valid Earnest Money Deposit. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD.
- 10.4 Any bid not secured in accordance with Clauses 10.1 or 10.2 above will be rejected.
- 10.5 Unsuccessful Bidder's bid security will be discharged/returned immediately after requisite formalities. No, interest shall be paid on EMD amount.
- 10.6 The successful Bidder's bid security may be discharged upon furnishing the performance Bank Guarantee /expiry of Warranty/CMC as mentioned in Contract.
- 10.7 The bid security (EMD) may be forfeited:
 - (a) If a bidder;
 - (i) Withdraws its bid during the period of bid validity:
 - (b) In case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract: or
 - (ii) to furnish performance Bank Guarantee within stipulated time limit.
- 10.8 Return of earnest money to bidders:-
 - a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.

11. Period of Validity of Bids

- 11.1 Bid shall remain valid for 120 (One hundred twenty) days after the date of bid opening prescribed by the **Directorate of Public Instructions**. A bid valid for a shorter period shall be rejected.
- 11.2 In exceptional circumstances, **Directorate of Public Instructions** may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify his/her bid.
- 11.3 No Bid may be withdrawn in the interval between the last date and time for the submission of Bids and expiration of the period of bid validity. Withdrawal of a bid during this interval may result in forfeiture of bid security.

12. Bid Stages

12.1 Technical Bid

The bidder should upload the all-necessary documents, certifications as required in Qualification Criteria & specifications compulsorily on portal, failing which their bid shall be rejected.

12.2 Price Bid

The bidder should furnish the followings:-

- (i) Price {Rate} inclusive of transportation, packing, insurance, installation (wherever applicable), loading-unloading. Price {Rate} will be exclusive of GST chargeable on goods /products to be supplied.
- (ii) The bidder's are instructed to fill the rates in prescribed price schedule (Rate Performa) available on Portal. Price schedule (Rate Performa) should not be submitted in Technical Bid, otherwise bid may be rejected.

13. Last Date and Time for Bid Submission

- 13.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 13.2 **Directorate of Public Instructions** may, at its discretion, extend the last date and time for bid submission by amending the bid documents, in which case all right and obligations of the purchaser and bidders previously subject to the last date and time will thereafter be subject to the last date and time as extended.
- 13.3 Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- 13.4 Bid submitted on behalf of companies registered with the Indian Companies Act, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, Articles of Association, Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company.

14. Late Bids

- 14.1 No Bid shall be considered after the last date and time of submission of bid.

15. Modification and Withdrawal of Bids

- 15.1 The Bidder may modify or withdraw their bid before Last Date and time of submission of bids.
- 15.2 No bid may be modified subsequent to the Last Date and time for submission of bids.

16. Opening of Bids

- 16.1 Bids will be opened on the specified date and time and same can be viewed on portal.
- 16.2 Bidders who were found eligible in technically and financially qualified in evaluation of bid may be informed about the date and time for opening of Price Bid.

17. Clarification of Bids

- 17.1 After bid submission any clarification submitted by a bidder in respect to his/her bid may be considered.

18. Bids in open form

18.1 Open bids through Telegram/Fax will not be considered under any circumstances.

19. Mistakes in Bids

19.1 Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the Purchaser shall be considered. Such offers can also be rejected.

20. Alteration/Corrections in Bids

20.1 Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

21. Incomplete Bids

21.1 Tender which is incomplete or obscure is liable for rejection.

22. Ambiguities in conditions of Bids

22.1 In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the Purchaser shall be taken without any reference to the tender.

23. Canvassing of Bids

23.1 Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Purchaser's personnel or Representative, on matters relating to tender under process.

24. Filling of annexure

24.1 All the Annexure along with specification are enclosed for technical/ commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid may be rejected. The format/Annexure provided with the bid document should not be changed/modified. If annexure or format is changed, bid is liable to be rejected.

25. Evaluation and Comparison of Bids

25.1 **Directorate of Public Instructions** will evaluate and compare the bids with reference to terms and conditions as specified in tender documents.

26. Post qualification

26.1 Based on the qualification criteria **Directorate of Public Instructions** will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated rate and eligible bid is qualified to satisfactorily perform the Contract.

26.2 The determination will take into account the Bidder's financial, technical and production capabilities (As applicable). It will be based upon validation and cross verification of the documentary evidence of the Bidder's qualifications submitted by the Bidder. Pursuant to qualification criteria as well as such other information as Purchaser deems necessary and appropriate.

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26.3 An affirmative determination will be prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event Purchaser will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

27. Disqualification of Bids

27.1 **Directorate of Public Instructions** may in its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process at any stage, if the bidder:-

27.1.1 Submits Bid document, which is not accompanied by required documents and Earnest Money Deposit (EMD).

27.1.2 Has not submitted the bid in accordance with the bid document.

27.1.3 Does not meet the qualification criteria as mentioned in the bid document.

27.1.4 Mislead or made false representations in the forms, statements and attachments submitted in proof of the qualification criteria requirements.

27.1.5 Has imposed conditions in his bid, during validity of the bid or its extended period.

27.1.6 Bidder who is found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

27.1.7 A Bid not valid for 120 days shall be considered as non-responsive and would be disqualified.

27.1.8 Bidder(s) should submit documentary evidence in support of fulfillment of all criteria's, while submitting its bid(s). The scanned and legible copy of these documents should be uploaded on the portal. Failure to comply with these requirements may result in the bid being rejected. No hard copy of the bid shall be accepted.

28. Directorate of Public Instructions right to accept any Bid and to reject any or all Bids

28.1 The **Directorate of Public Instructions** reserves the right to accept the bid or to reject the bid for the supply of all items or for any one or more of the items bided for in a bid without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the **Directorate of Public Instructions** action.

29. Execution of Rate Contract

29.1 Within 15 days of receipt of the offer to execute the contract, the successful Bidder shall execute the Contract at **Directorate of Public Instructions** office at Bhopal on a non-judicial stamp paper of value of Rs.500/- (stamp duty to be paid by the bidder) and return it to the **Directorate of Public Instructions**. Bidder shall also submit hard copy of documents as required by **Directorate of Public Instructions**.

29.2 The bidder whose rates are accepted will have to execute the contract within time limit given in offer letter, failing which the bid security/ performance security may be forfeited and disqualify the firm to

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participate in the bid for maximum Five years.

30. Performance Bank Guarantee

- 30.1 Within 07 days of the receipt of intimation of Supply Order, the successful Bidder shall furnish the Performance Bank Guarantee (If any) in accordance with the General Conditions of Bid. Bidder shall furnish within stipulated time limit.
- 30.2 Failure of the successful Bidder to comply with the requirement of the bid shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/previously deposited performance Bank Guarantee and disqualify the firm to participate in the bid for the next One Year.

31. Placement of Supply order

- 31.1 Purchaser reserves the right to modify the quantity of items as mentioned in Tender. The quantities shown in the tender notice are approximate and can be increase/decreased as per requirement. The supplies shall be made according to the requirements of the department.

32. Code of Integrity in Public Procurement:

32.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors. and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices. either directly or indirectly. at any stage during the Tender Process or during the execution of resultant contracts:

- a) **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe. Reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- b) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- c) **"Anti-competitive practice"** - any collusion, bid-rigging or anti-competitive arrangement. or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders. with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- d) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- e) **"Conflict of interest"** - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity Procurement of GOODS Section IV: General Conditions of Contract (GCC) [97] who are directly or indirectly related to tender or execution process of contract: or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
- f) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation: or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by, impeding the Procuring Entity's rights of audit or access to information;

32.2 Obligations for Proactive Disclosures:

- a) Procuring authorities, bidders, suppliers, contractors. and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coining under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- b) Any bidder must declare whether asked or not in a bid-document. any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

32.3 If any bidder/firm engaged in any of above said practice 32.1

- a) The proposal of bidder will reject
- b) The firm will declare ineligible either in indefinitely or for a stated period of time
- c) **The contract awarded may result in rejection of the bidder.**

SECTION- IV: GENERAL CONDITIONS OF BID

1. Use of Bid Documents and Information

- 1.1 The supplier shall not, without Directorate of Public Instructions prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Directorate of Public Instructions in connection therewith, to any person other than a person employed by the supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 1.2 The Supplier shall not, without Directorate of Public Instructions prior written consent, make use of any document or information except for purposes of performing the Contract.
- 1.3 Any document, other than the Contract itself, shall remain the property of Directorate of Public Instructions and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by Directorate of Public Instructions

2. Patent Rights

- 2.1 The supplier shall indemnify Directorate of Public Instructions against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 2.2 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The purchaser will give notice to the supplier of such claim, if it is made, without delay.

3. Performance Security-

- 3.1 The supplier shall be required to pay (3%) Performance security of the supply order value within 10 days of the supply order. The Performance security should be paid upfront in respect of supply order on or before the due date fixed by Purchaser, valid up to 60 days after the date of completion of performance obligations.
- 3.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 3.3 The Performance Security shall be denominated in Indian Rupees and shall be in form of Bank Guarantee of Nationalized Bank/Scheduled Bank in favor of Purchaser.
- 3.4 The Performance Security will be discharged and returned to the Supplier as early as possible, following the date of completion of the Supplier's performance obligations, under the contract.

4. Inspections and Tests

- 4.1 The successful bidder should provide a clear and thorough mechanism to get the feedback and grievance redressal system for post delivery and post sales complaints wherever required.

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4.2 The Purchaser or its representative shall have the right any time to inspect and / or test the Goods to confirm their conformity to the contract whenever required:-

- (i) The Supplier shall notify the designated Inspection Agency at least 10 days prior to the time when Goods are available for inspection along with in house test report (If any).
- (ii) Inspection shall be carried out by the designated Inspection Agency at the premises of the Supplier/at point of delivery. (If required)
- (iii) The Supplier will provide to the designated Inspection Agency/Purchaser or its representative all reasonable facilities for the conduct of such inspections and tests at no additional cost to the Purchaser.
- (iv) The inspection procedures are required to be followed by designated Inspection Agency as per Instruction for Pre Delivery Inspection if desired by the department/mentioned in the supply order.
- (v) Sample inspection, if required as per bid condition will be carried out by committee comprising of third-party inspection agency, purchasing department.
- (vi) To ensure supply of brand new, standard and quality goods, a random post delivery inspection will also be carried out if desired by the purchaser department.
- (vii) Nothing in Clause 4 shall in any way release the supplier from any guarantee or other obligations under this Contract.
- (viii) All such cases where firms after giving inspection call do not offer full quantity as per their offer letter to the Inspecting Officer deputed by the Purchaser for any reason, shall be treated as 'Fake Inspection Call'. The Purchaser will not be under any obligation to arrange inspection of such partial lot and the firm will be required to remit a sum of Rs.20,000/- for such fake inspection call.

5. Packing and Marking

- 5.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 5.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements of product as per Technical Specifications & conditions.
- 5.3 Packing instructions: Unless otherwise mentioned in the Technical Specification supplier shall make separate packages for each indenter/consignee and mark each package on three sides with the following with indelible paint/ink of proper quality:-
 - A. Brief description of good is including quantity
 - B. Country of origin of goods
 - C. Indenter/Consignee Name

D. Supplier's name and address including contact numbers

6. Delivery

- 6.1 The supply should be completed within 45 days for Department/Organization for specific requirement, from the date of issue of supply order or as specified in the supply order. Normal delivery period will be 45 days or as mentioned in the supply order. Purchaser Department/Organization may select suitable delivery period as per their requirement considering the quantum of supply order and capacity of the supplier.
- 6.2 It shall be the responsibility of the supplier for any shortages/damage at the time of receipt at designated place.
- 6.3 Responsibility regarding covering of risk during transit of material shall entirely be on the supplier. The Company shall, in no case, bear the transit risks/ transit insurance charges.
- 6.4 Transit damages/ shortages/ losses shall be reported by the consignees within 7 days from the receipt of the consignments. Such damages / shortages/losses shall be repaired/ replaced by the supplier / manufacturer, free of cost within one month from the date of intimation by the consignee without waiting for his settlement from carrier or Insurance Company etc. If the supplier fails to do so the consignee (s) shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material / expenses of repairs either from the supplier / balance bills or from the security deposit as deemed fit.
- 6.5.1 While necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/losses/ damages, without any extra cost and without waiting for the settlement of the claim.
- 6.5.2 In the case of transport damages/ shortage, the payment shall be made only for the quantity received in good and working condition.
- 6.6 The equipment/material shall be completed in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the bid specifications. The supplier shall not be eligible for any extra price in respect of such minor fitting and accessories which can be considered as an essential part of the basic equipment/product even though not specifically mentioned in the specification or in the tender.

7. Insurance

- 7.1 The Goods supplied under the contract may be insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

8. Transportation

- 8.1 Supplier is required to transport the Goods to a specified place of destination within Madhya Pradesh (Door delivery basis) defined in the supply order shall be arranged by the Supplier, and the related cost shall be included in the quoted Price.

9. Warranty

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- 9.1 The bidder must agree on providing one (1) year Warrantee/Guarantee or as desired for particular item in the specification (as the case may be) against Manufacturing defect, faulty raw material/design and poor workmanship from the date of supply or as mentioned in the specification.
- 9.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace/repair the defective Goods without any cost to the Purchaser.
- 9.4 If the Supplier, having been notified, fails to remedy the defect(s) within seven days, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 9.5 At any time during/after the supply of goods the same is not found as per specification/sub standard the supplier shall replace the defective goods at his own cost, immediately, failing which amount is recoverable from him and unit should be debarred for next one to five years.

10. Payment

- 10.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and the service performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract/supply order.
- 10.2 Payments shall be made promptly by the purchaser Within forty five (45) (In case of MSE only) days of submission of the invoice or claim by the Supplier.
- 10.3 Payment for Goods and services shall be made in Indian Rupees.
- 10.4 No advance payments towards cost of goods will be made to the supplier.
- 10.5 Payments for supply will be considered only after completion of supply of goods and services as per supply order and terms and conditions.
- 10.6 The supplier shall raise bills directly in the name of indenting officer/purchasing officer against the supplies made directly by them to the indenter's satisfaction in compliance with the conditions contained in the supply order.
- 10.7 The supplier shall receive payment against its bills directly from the Indenting department/ Purchasing Department. In case of Non-Payment for the supplies made by supplier, they will demand payment directly from the Department/Indenter concerned.

11. Prices

- 11.1 Prices payable to the supplier as stated in the contract shall not be subject to adjustment (Increase/Decrease) during performance of the contract.

12. Change Orders

- 12.1 The Purchaser may at any time, by written order given to the Supplier make changes within the

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general scope of the Contract in any one or more of the following:

- a) The method of shipping or packing;
- b) The place of delivery; and
- c) The services to be provided by the Supplier.

13. Assignment

- 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

14. Delays in the Supplier's Performance

- 14.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the Supply order. The time would be the essence of the contract.
- 14.2 If at any time during execution of the Contract/Supply Order, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of the Service, the Supplier shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance.
- 14.3 Except a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages (Penalty) pursuant to GCB Clause 16, unless an extension of time is agreed upon pursuant to GCB Clause 14.2 without the application of liquidated damages (Penalty).

15. Cancellation of order

The Purchaser may upon written notice of default, terminate/cancel the purchase order/contract in whole or for a part quantity with recovery of liquidate damages at the rate of 10% of ex-works price(s) of stores not delivered by them or liability on account of risk and cost, whichever is higher in the circumstances detailed hereunder:-

- 15.1 If in the opinion of the Purchaser, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Purchaser.
- 15.2 If in the opinion of the Purchaser, the supplier fails to comply with any of the other provisions of this Purchase order/contract or material is found not in accordance with prescribed specifications and or the approved samples.
- 15.3 If in the opinion of the Purchaser, the supplier fails to take urgent steps towards corrective measures as indicated/intimated to them as a result of stage inspection.
- 15.4 In pursuance to clause no. 15.1, 15.2 & 15.3 Above, Purchaser may debar the supplier/contractor for further business with Purchaser for a declared period on breach of the Purchase Order.
- 15.5 Notwithstanding that the powers under clause 15.4 referred to above, are in addition to the rights and remedy available to the Purchaser under the general law of India relating to Purchase Order.

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15.6 In the event, Purchaser does not terminate the order, the supplier shall continue execution of this order, in which case he shall be liable to the Purchaser for liquidated damages for the delay as per applicable clause, until supplies are accepted.

16. Liquidated Damages (Penalty)

The supplier will be liable for penalties for delay (including phased delivery) and quality of goods (violating the specifications of the goods).

If the Supplier fails to deliver any or all of the standard quality goods or execute the supply order within time period(s) specified in supply order, the penalty may be imposed in following three conditions:-

- (A) Penalty for delay in supply:-In case where supplier fails to supply goods/products completely or partially after the delivery period mentioned in the supply order Supplies made in extended delivery period will be considered with penalty as percentage of the value of delivered goods, factoring into the delay period, up to a maximum deduction of 05 percent of the value of delayed Goods or Services. The extension in delivery period will be prerogative of the purchaser department. Once the maximum penalty limit is reached, the purchaser department will consider the termination/ modifying the supply order.
- (B) Penalty for Non-Supply:-In case supplier has failed to supply any products/goods after expiry of delivery period and is not allowed for extension, is liable for cancellation of supply order (completely or partially), forfeiture of Service Commission and any other penalty as suspending the marketing facility.
- (C) Penalty for Supply of sub-standard goods/products:- In case if it is found by consignee feedback, post delivery inspection or any other source that supplier has supplied the sub-standard goods/products, is liable for replacement of the supplied goods/products with standard goods, without any additional cost. The supplier may also attract the penalty of cancellation of supply order, forfeiture of service commission and suspending the marketing facilities of the supplier.
- (D) The purchaser/MPLUN shall, without prejudice to its other remedies under the Contract, deduct from amount payable to the supplier, as liquidated damages (Penalty), of the delivered price of the delayed Goods and unperformed Services for each week of delay or part thereof until actual delivery and performance up to a maximum deduction of 5 percent of the delayed Goods or Services ordered price.
- (E) Further, during the above mentioned delayed period of supply and performance, the supplier, shall not be entitled to any increase in price, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during that period of delay.

All above clauses will be applicable for OEM also as the case may be.

17. Termination for Default

17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate the supply order in whole or part:

- a. If the Supplier fails to deliver any or all of the goods within period(s) specified in the Supply Order, or within any extension thereof granted by the purchaser; or
- b. If the supplier fails to perform any other obligation(s) under the Contract.

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- c. If the supplier, in the judgment of purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the rate contract.

- 17.2 In the event the Purchaser terminates the supply order in whole or in part, shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance guarantee and disqualify the firm to participate in the bid for the next One to Five years.
- 17.3 Purchaser will be at liberty to terminate without assigning any reasons thereof the supply order either wholly or in part on 15 days return notice. The supplier will not be entitled for any compensation whatsoever in respect of such termination.
- 17.4 In all the above conditions, the decision of purchaser shall be final and binding.

18. Force Majeure

- 18.1 Notwithstanding the provision of GCB Clause 14, 15, 16, 17 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Rate Contract is the result of an event of Force Majeure.
- 18.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, lockdown due to pandemic, floods, lockdown due to epidemics, quarantine restrictions and freight embargoes.
- 18.3 If a Force Majeure situation arises, the Supplier shall notify Purchaser within 10 days, in writing of such conditions and the cause thereof. The Purchaser shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the supplier. Unless otherwise directed by Purchaser in writing the Supplier continue to perform its obligations under the Rate Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Termination for Insolvency

- 19.1 Purchaser may at any time terminate the contract/supply order by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MPLUN/Purchaser.

20. Termination for Convenience

- 20.1 Purchaser, by written notice sent to the Supplier, may terminate the Contract/Supply Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract/Supply Order is terminated, and the date upon which such termination become effective.
- 20.2 The Goods those are complete and ready for shipment within 15 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Rate Contract/Supply Order, terms and prices.

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21. Resolution of Disputes

- 21.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Rate Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve, amicably, either party may require that the dispute be referred for resolution to the formal mechanisms and arbitration.
- 21.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the rate contract.
- 21.4 Notwithstanding any reference to arbitration herein:
the parties shall continue to perform their respective obligations under the rate contract unless they otherwise agree.
- 21.5 The dispute resolution mechanism to be applied shall be as follows:-

In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the MP Madhyastham Adhikaran Adhiniyam 1983. The sole arbitrator can be appointed with mutual consent.

- 21.6 The venue of arbitration shall be at Bhopal. The arbitration will be executed as the rules and guidelines of MP Madhyastham Adhikaran Adhiniyam 1983.

22. Limitation of Liability

- 22.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCB Clause 2:-
 - (a) the supplier shall not be liable to the purchaser, whether in rate contract, tort, or otherwise, for any indirect or consequential clause or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the suppliers to pay liquidated damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total ordered price, provided that this limitation shall not apply to the cost of replacing defective goods.

23. Recoveries for liabilities against other contracts

- 23.1 All amounts recoverable from the successful bidder against earlier contracts / orders including contracts / orders placed on sister concern by the Purchaser will be adjusted / recovered from any type of payment due, including security deposit, against the contract(s)/ order(s) including those placed on sister concern firms by the Purchaser against other tender specification for the same or the other items.

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24. Applicable Law

24.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

25. Notices

25.1 Any notice given by one party to the other pursuant to this Rate Contract shall be sent to other party in writing.

25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

26. Taxes and Duties

26.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc. incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra.

26.2 The payment of statutory levies such as CGST & SGST or IGST against the contract shall be made on the basis of rates prevailing during the contractual delivery period only and on applicable quantity due, to be actually delivered as per delivery schedule of contract. In case concessional rate of statutory levies are quoted by the bidder, then the same shall be paid limited to the quoted rate. In that case the payment of statutory levies against the contract to all concerned government departments or to any other organization will be the sole responsibility of supplier on the basis of rates prevailing during the contractual delivery period as per schedule of contract, as well as for any supplies made after the contractual period. Any liability raised by the government authorities due to any difference in the amount payable and consequences thereof the purchaser.

26.3 In case, supplies against the contract are affected late i.e. beyond contractual delivery period and rate of GST undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual delivery period. However, in case the rate of statutory levy (ies) undergoes, downwards revision then the delayed supplies beyond contractual delivery period will attract the reduced rate of statutory levy (ies).

26.4 In case of delay in supply, if the supplier is able to prove that the delay involved is due to force majeure conditions, as detailed in the "Force Majeure" clause, supported with suitable documentary proofs and in case the delay is condoned with specific approval for payment of statutory levies during extended period, supplementary claim for GST shall be accepted and payment shall be released, accordingly.

26.5 Pending decision on the request of the supplier, for condition of the delay in delivery, the supplier will claim GST as per the rates prevailing during the contractual delivery period. In case, this is not done, all financial losses will be to supplier's account.

26.6 GST registration number of Directorate of Public Instructions.....

27. Supplier's Obligations

27.1 The Supplier is obliged to work closely with Purchasers staff, act within its own authority and abide by directives issued by Purchaser and implementation activities.

27.2 The supplier will abide by the job safety measures prevalent in India and will free Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's

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negligence. The supplier will pay all indemnities arising from such incidents and will not hold Purchaser responsible or obligated.

- 27.3 The supplier is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.
- 27.4 The supplier will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of purchaser.
- 27.5 The supplier will be required to execute Service Level Agreement (SLA) with Indenter/Purchaser as and when required for specific product/goods as per bid condition
- 27.6 Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

28. Fall Clause

- 28.1 Prices charged for supplies under rate contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description and similar terms and condition to any other Government and Public Undertaking during the period of the rate contract.
- 28.2 If at any time during the period of rate contract, the price of bided item is reduced or brought down by any law or Act of the Central or State Government, the supplier shall be bound to inform purchaser immediately about such reduction in the contracted prices. Purchaser is empowered to unilaterally effect such reduction as is necessary in rates in case the supplier fails to notify or fails to agree for such reduction of rates.
- 28.3 If at any time during the said period, the supplier reduces the sale price of such item sells such item to any other Govt. and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchaser and the prices payable under the rate contract for the items supplied from the date of coming into force of such price stand correspondingly reduced. The above stipulation shall however for reduction shall not apply to:-

Export by the supplier

For all contracts entered into prior to the date of the bid or for any backlog of pending orders.

29 Country of Origin

- 29.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 29.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 29.3 The country of origin may be specified in the Price Schedule.

30. Jurisdiction

- 30.1 In respect of all disputes or claims out of or under this rate contract, principal civil Court at Bhopal alone shall have jurisdiction to entertain the same.

30.2 All disputes and differences of any kind, arising out of or in connection with the AGREEMENT, shall be resolved by ARBITRATION only in accordance with and subject to the MP Madhyastham Adhikaran Adhiniyam 1983. Each party shall appoint an arbitration and jurisdiction of all such work will be Bhopal.

31 Confidentiality

31.1 The bidder acknowledge that all material and information which has or will come into its possession or knowledge in connection with this AGREEMENT or the performance hereof, whether consisting of confidential and proprietary data or not whose disclosure to or use by the third parties may be damaging or cause loss to the Department, will at all time be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in this document.

32. Sub Contracting

32.1 The bidder will not sub contract or permit anyone other than the OEM/COMPANY/Bidder personnel to perform any of the work, services or other performance required from the bidder under this AGREEMENT.

33 Declaration

33.1 All Information filled in the bid is correct and true and are filled by authorized signatory, having lawful digital signature and access to use of e-bidding. For any fraudulent, incorrect, misleading, false or fabricated information, the unauthorized user is liable to be prosecuted and punished under I.T. Act 2000 (As amended).

34. Snap Bidding

34.1 In case the Purchaser opts for snap bidding, then all the initial Price Bids shall be discarded by the purchaser and shall invite all the bidders, who were technically qualified, to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and price bid opening of such price bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic bid submission procedures specified in the bid document for resubmission of Price Bids.

34.2 The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. If any bidder bids above the lowest evaluated price during the initial bidding, his bid shall be treated as non-responsive and bidder shall not be considered for award.

34.3 In case any of the invited technically qualified bidders does not submit new Price Bid during the snap bidding then he shall not be considered for any further evaluation by the Purchaser.

34.4 Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the bidding document. The Purchaser shall evaluate the price bids and derive the lowest evaluated bid (L1). However, in case, even after submission of new price bids by the bidders, the Purchaser has right to reject the lowest Evaluated Bid Price. If the bid is rejected by the purchaser then the entire bidding process shall be annulled.

35 Quantity variation-

- 35.1 The Purchaser reserves the right to increase or decrease 25% (twenty five percent only) of the total quantities. Price(s) or other terms & conditions during the execution of the contract will remain same.

36 Bank Guarantee-

- 36.1 The Party No. 02 should furnish an irrevocable Bank Guarantee in favor of Party No. 01 for 3% of the total value of the supplied item/product valid for a period of warranty/Comprehensive Maintenance Contract from the date of supply/successful installation (if applicable) of all ordered item/product.
- 36.2 The Bank Guarantee will be released by the Party No. 01 to the Party No. 02 after successful performance of the item/product supplied under the Warrantee period and OK report for complete functionality of the item/product duly signed by the Party No. 01. In case the Party No. 02 fails to provide proper services as per terms and conditions, the Party No. 01 will have the right to forfeit the Bank Guarantees.
- 37.3 The Bank Guarantee should be of a Scheduled Bank situated in Madhya Pradesh.
- 37.4 If the Party No. 02 violates any of the conditions as above, the Party No. 01 may forfeit the Bank Guarantee.
38. Certified copies of the instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder should be submitted with the bid and such Authorized officer of the bidder should sign the bidding documents.

SECTION-V**QUALIFICATION CRITERIA AND EVALUATION METHODOLOGY**

The bidder should upload the all necessary documents compulsorily on portal,

1. Basic qualification of Bidders

- i. Bidders should not be associated, or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting service for the preparation of the design, specifications and other documents to be used for the procurement of the goods to the purchaser under this Invitation of bids.
- ii. If bidder has been debarred or black listed or their marketing assistance has been stopped/withheld by any Government Deptt. or Government Undertaking, such bidder will not participate in the bid during the period of such penalty. In case, where no period of penalty has been mentioned, in such cases, period of penalty will be treated as two years from the date of such penalty/debarment.
- iii. Government owned enterprises are allowed to participate.
- iv. The bidder is legally bound to disclose about any type of litigation pending against him before any court or legal forum in respect of purchase and/or supply of this type of goods.

2. Technical Criteria

- (i) The Bidder shall furnish Rs. 9,00,000/- (Three Lakh Only) bid security online through (<https://mptenders.gov.in/nicgep/app>) portal. No concession/exemption shall be allowed.
- (ii) Micro & Small Enterprises of Madhya Pradesh (Manufacturing MSEs) can participate in tender depositing Rs. 25,000/- (Twenty five thousand only) online on portal.
- (iii) The bidder must be registered as MSE in Madhya Pradesh. Bidder should upload Udyam Registration/Registration issued and applicable as per MSME act along with copy of Annexures for tendered item or similar item as mentioned in NIC 2008.

OR

In case of Large Units, Unit Registration by any other Statutory Competent Authority for Manufacturing of the tendered item shall be submitted.

OR

In case the bidder is Sole authorized dealer/distributor then authorization from manufacturer in the format given in Annexure-VII shall be submitted.
- (iv) The bidder shall furnish Bid Form in the format given in Annexure-I.
- (v) The bidder shall furnish Declaration/Undertaking in the format given in Annexure-II declaring that the bidder accept all the terms & conditions of the bid.
- (vi) The Bidders annual turnover in any Three consecutive financial years (2021-22, 2022-23, 2023-24 & 2024-25) shall be submitted in the format given in Annexure-III certified by the Chartered Accountant with UDIN No.
- (vii) The bidder shall submit Bidders General Information in the format given in Annexure-IV.
- (viii) The bidder shall submit details of participated Item in the tender in the format given in Annexure-V.

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- (ix) The bidder shall submit the specification's compliance/deviation report in the format given in Annexure-VI duly filled & signed by bidder which clearly bring out the deviation from the specification if any. Deviation in negative side will result in rejection of concerned item/ bid.
- (x) The bidder shall submit GST registration certificate.
- (xi) Declaration regarding Capacity must be submitted in the format given in Annexure-IX by the manufacturer.
- (xii) Necessary certificates as required in the technical specification, must be uploaded.

3. Past Proformance: (As per tender Condition)

- 3.1 The OEM (Original Equipment Manufacturer) should have experience of manufacturing and supply of PRINTERS (A4) to Govt/State Govt/PSUs. The OEM should have supplied minimum quantity of 2000 Nos. OF PRINTERS (A4) to Govt/State Govt/PSUs. to Central Govt/State Govt/PSUs in any of the preceding four financial years, (2021-22, 2022-23, 2023-24 & 2024-25). To document it purchase orders and completion certificate/ CRAC must be uploaded.
- 3.2 The bidder should have experience of SUPPLY AND INSTALLATION OF PRINTERS (A4) 500 Nos. to Govt/State Govt/PSUs to Central Govt/State Govt/PSUs in the preceding four financial years, (2021-22, 2022-23, 2023-24 & 2024-25).
- 3.3 The offered/quoted Models should have a valid BIS license. The BIS license should be in the name of OEM only. The quoted BIS License should be available on BIS website for validation purpose.
- 3.4 OEM must have registered/authorized Service Centre in M.P. along with trained technicians and executives for operating after sales services promptly since last 03 years i.e. not later than 01 April 2022. The bidder should provide agreement between OEM and authorized partner for undertaking post sales service as a proof in case of authorization.

4. Financial Criteria

- 4.1 Average Annual Turnover of the bidder entity (Average of any 3 consecutive financial years) i.e. 2021-22, 2022-23, 2023-24 & 2024-25 should not be less than Rs. 1.0 Crore.
- 4.2. For M.P. State MSEs (Manufacturing) only Average annual turnover of the bidder entity (Average of any 3 consecutive financial years) i.e. 2021-22, 2022-23, 2023-24 & 2024-25 should not be less than Rs. 25.0 Lakh.

NOTE:-

- 1. The original tender document is not required to be submitted, bidders are requested to submit only required documents and annexures as per tender conditions.
- 2. Documents required with respect to Qualification Criteria (Technical) shall be submitted in sequence and the index must be given for the required documents with proper page numbering in the beginning of the bid submitted, as below.

Sr. No.	Required Document as per Q.C. (Tender)	Page No. of attached document	Remark if any

Item: **SUPPLY AND INSTALLATION OF PRINTERS (A4)**

5. Warranty & Comprehensive Maintenance Contract-

- 5.1 The bidder has to ensure that only genuine/OEM certified parts & consumables are provided during warranty.**
- 5.2 The bidder has to ensure that only company trained engineers/authorized person are allowed to attend/repair the SUPPLIED PRINTERS (A4) supplied under the contract.**

6. Evaluation of offers

- (i) Bid will be opened on the specified date and time and same can be viewed on the portal.
- (ii) Bidders who were found eligible in technical evaluation may be informed about the date and time for opening of Price Bid.
- (iii) Purchaser Department will evaluate and compare the bids with reference to terms and conditions as specified in tender documents.

7 Computation of lowest acceptable rate (L1)

- 7.1 Price bids of technically and financially qualified bidders shall be opened and evaluated to find lowest rate.

8 Pool Rates

- 8.1 The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Purchaser. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidder.

9 Post Qualification

- 9.1 Based on the qualification criteria Department will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated rate and eligible bid is qualified to satisfactorily perform the Rate Contract.
- 9.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon the re verification and validation of the documentary evidence of the Bidder's qualifications submitted by the Bidder. Pursuant to qualification criteria as well as such other information as Purchaser deems necessary and appropriate.
- 9.3 An affirmative determination will be prerequisite for award of the Rate Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event Purchaser will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the Rate Contract satisfactorily.

10. Award Criteria

- 10.1 Purchasing authority will award contract to the successful qualified bidders on lowest evaluated prices or the price approved by the Marketing Committee. The Purchaser at its discretion may allow execution of contract at approved rates with any other successful bidder. All the bidders whose rates are within the rate (L1 + 15%) would be allowed to enter in to contract at L1 rate subject to their approval to provide items at L1 rate. The approved rates would be valid for a

Item: **SUPPLY AND INSTALLATION OF PRINTERS (A4)**

period of 90 days from the date of award of contract. The validity of the contract may further be extended for a period of 90 days at the discretion of competent authority. The quantity of supply may be split among successful bidders as per the undermentioned ratio.

IN CASE OF 2 BIDDERS	
L1	L2
60%	40%

IN CASE OF 3 BIDDERS		
L1	L2	L3
50%	30%	20%

SECTION- VI: SPECIAL CONDITIONS OF BID

The following Special Conditions of Bid shall supplement the General Conditions of Bid. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Bid.

1. The price (Rate) quoted and accepted will be binding on the bidder for the stipulated period and any increase in the price will not be entertained till the completion of this rate contract period.
2. Various declarations uploaded by the bidder should be true and verifiable.
3. If purchasing department require the demonstration, demonstration may be carried out any time, preferably before opening of price bid.
4. The specifications given in this tender are minimum and the bidder may quote the same or higher. No weightage for higher specification shall be applicable.

SECTION- VII: TECHNICAL SPECIFICATION

1.

SUPPLY AND INSTALLATION OF MULTIFUNCTION PRINTERS (B & W) (A4)		
1	Technology	Laser with Print, Scan and copy features
2	Toner Technology	Integrated Drum and Toner
3	Print/Copy Speed	25 PPM or higher
4	Resolution	600 x 600 dpi or better
5	Recommended Monthly Volume	1500 Pages or higher
6	Standard Input Paper Capacity	150 Sheets or higher
7	System Memory (Std/Max)	256 MB or higher
8	Duplex	Yes
9	Standard Output Tray Capacity	100 Sheets or higher
10	Toner Capacity	Minimum 1000 pages or higher
11	Interface Type	USB, LAN, WiFi
12	Custom Media Size Scanning & Copy	Up to A4
13	Standard Operating System Compatibility	Windows, MAC, Linux
14	Warranty	3 Years Onsite Warranty
15	Certification	BIS, RoHS

2.

SUPPLY AND INSTALLATION OF PRINTERS (B & W) (A4)		
1	Print Speed	18 PPM or higher
2	Dual Side Printing	Manual
4	Technology	Laser
5	Resolution	600 x 600 dpi or better
6	Duty Cycle	1500 pages or higher
7	Duplex	Yes
8	Input Tray	01 or more
9	Input Tray Capacity	150 Pages or more
10	Toner Capacity	1500 Pages or more
11	RAM	32 MB
12	Interface Type	USB, WiFi, Ethernet
13	Warranty	3 Years Onsite Warranty
14	Certification	BIS, RoHS

ITEM WISE TENTATIVE QUANTITY

1. **Multifunction Printer (B&W) (A4) - 1713 Nos.**
2. **Printer (B&W) (A4) - 450 Nos.**

SECTION-VIII: INSTRUCTION FOR PRE/POST-DELIVERY INSPECTION OF ITEMS

(i) PRE/ POST DELIVERY INSPECTION

The Pre/Post delivery inspection of products/goods confirmation to the specification will be carried out at the discretion of purchasing department. The necessary inspection charges shall be borne by the purchaser department.

SECTION- IX: LIST OF PROFORMA (ANNEXURE)

Item No.	Topic	Page No.
1	Annexure-I (Bid Form)	37
2	Annexure-II (Declaration/ Undertaking format)	38
3	Annexure-III (Annual Turnover Statement format)	39
4	Annexure-IV (Proforma for Bidders General Information)	40
5	Annexure-V (Blank Proforma {Details of Product})	41
6	Annexure-VI (Format for Specification Compliance/Deviation)	42
7	Annexure-VII (Format for Price Schedule) Rate Proforma	43
8	Annexure-VIII (Declaration Regarding Capacity)	44
9	Annexure-IX (Details of Service Centre/Dealers in MP)	45
10	Annexure-X (Format for Rate Contract Agreement)	46-48
11	Annexure-XI (Format for Performance Bank Guarantee)	49
12	Annexure-XII (Proforma for Manufacturer's Authorization)	50
13	Annexure-XIII (Format for Pre Bid Queries)	51
14	Annexure – XIV (Service Level Agreement)	52-55
15	Annexure-XV (Calculation Table of Liquidated Damages {Penalty})	56

ANNEXURE-I

BID FORM

Date :..... 2025

To,
Commissioner,
Directorate of Public Instructions,
Gautam Nagar, Bhopal 462023

I/We, the undersigned, declare that:

We have examined the Bidding Documents including corrigendum/Addendum, the receipt of which is hereby duly acknowledged.

We offer to supply and deliver(Brief description of Goods and Services) in conformity with the bidding document in accordance with the Schedule of Prices uploaded on portal herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with delivery period specified in the Supply order.

We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our bid is accepted, we commit to submit a performance bank guarantee, if required in accordance with GCB for the due performance of the Contract.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your offer for rate contract shall constitute a binding Rate Contract between us.

We hereby declare, that we have not been debarred/black listed by any Govt. Deptt./Public Undertaking nor our marketing assistance has been stopped/withdrawn in the last three years.

We undertake if at any time, it is found that any information furnished by us to Directorate of Public Instructions, either in our bid or otherwise, is false, Directorate of Public Instruction reserves the right to terminate the contract without assigning any reasons, forfeiting the bid security/ performance bank guarantee and debarred us for a period of 1 to 3 years.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisday of2025

(Signature)
(in the capacity of:

Duly authorized to sign Bid for and on behalf of -----

DECLARATION/UNDERTAKING FORMAT

I _____ Proprietor / Managing Partner / Managing Director/Director of M/s. _____ (Name of firm/company) having its Registered Office at _____ do declare that I have carefully read all the conditions of bid in Ref.No.....A of _____, floated by the Directorate of Public Instructions, Bhopal and accept all conditions of bid.

All Information filled in the bid is correct and true and are filled by authorized signatory, having lawful digital signature and access to use of e-bidding. For any fraudulent, incorrect, misleading, false or fabricated information, the unauthorized user is liable to be prosecuted and punished under I.T. Act 2000.

I agree that purchaser may forfeit Bid security/ Performance Security Deposit and debar our firm/company for a period of 1 to 3 years, if our quoted item not found as per compliance sheet submitted in the bid, any information furnished by us proved to be false at any time, not complying the bid conditions and breach of contract.

Seal and Signature:

Name & Address :

ANNEXURE-III

ANNUAL TURNOVER STATEMENT FORMAT

The Annual Turnover of bidding entity M/s.....for the any Three consecutive financial years are given below and certified that the statement is true and correct:-

S.No.	Year	Turnover in Lakhs (Rs.)
1.	2021-22	
2.	2022-23	
3.	2023-24	
4.	2024-25	

Date:

Seal and Signature of
Chartered Accountant
(Name and Address)
UDIN.....

Note:- As UDIN (Unique Document Identification Number) is mandatory for all certificates issued by Chartered accountant in practice w.e.f. February 1, 2019, 18 Digit UDIN needs to be mentioned on the certificate.

ANNEXURE-IV

PROFORMA FOR BIDDERS GENERAL INFORMATION

Bidder Name	
Factory Address:	
Office Address:	
Office Phone No	
Official email ID	
Name and Designation of Authorized Person	
Address of Authorized Person	
Mobile No. of Authorized Person	
E-Mail ID of Authorized Person	

Seal and Sign of Bidder

ANNEXURE-V

**BLANK PROFORMA {DETAILS OF PRODUCT/ SUB ITEM}
(TO BE SUBMITTED BY THE BIDDER MENTIONING QUOTED/NOT QUOTED)**

Sl No	Sub Item Code	Brief Description of the Sub-Item	Quoted/Not Quoted	Make and Model
1		SUPPLY AND INSTALLATION OF MULTIFUNCTION PRINTERS (B & W) (A4) (As per specification)		
2		SUPPLY AND INSTALLATION OF PRINTERS (B & W) (A4) (As per specification)		

Seal and Sign of Bidder

ANNEXURE-VI

FORMAT FOR SPECIFICATION COMPLIANCE/DEVIATIONS

The bid required to be submitted as per specified specifications, but if bidder is submitting higher/better specification of products/goods, in such case deviations are to be mentioned in following:-

1. SUPPLY AND INSTALLATION OF MULTIFUNCTION PRINTERS (B & W) (A4)

Sr. No.	Technical Specification		Compliance/ Deviation
1	Technology	Laser with Print, Scan and copy features	
2	Toner Technology	Integrated Drum and Toner	
3	Print/Copy Speed	25 PPM or higher	
4	Resolution	600 x 600 dpi or better	
5	Recommended Monthly Volume	1500 Pages or higher	
6	Standard Input Paper Capacity	150 Sheets or higher	
7	System Memory (Std/Max)	256 MB or higher	
8	Duplex	Yes	
9	Standard Output Tray Capacity	100 Sheets or higher	
10	Toner Capacity	Minimum 1000 pages or higher	
11	Interface Type	USB, LAN	
12	Custom Media Size Scanning & Copy	Up to A4	
13	Standard Operating System Compatibility	Windows, MAC, Linux	
14	Warranty	3 Years Onsite Warranty	
15	Certification	BIS, RoHS	

2. SUPPLY AND INSTALLATION OF PRINTERS (B & W) (A4)

Sr. No.	Technical Specification		Compliance/ Deviation
1	Print Speed	18 PPM or higher	
2	Dual Side Printing	Manual	
4	Technology	Laser	
5	Resolution	600 x 600 dpi or better	
6	Duty Cycle	1500 pages or higher	
7	Duplex	Yes	
8	Input Tray	01 or more	
9	Input Tray Capacity	150 Pages or more	
10	Toner Capacity	1500 Pages or more	
11	RAM	32 MB	
12	Interface Type	USB	
13	Warranty	3 Years Onsite Warranty	
14	Certification	BIS, RoHS	

Seal and Sign of Bidder

ANNEXURE-VII**FORMAT FOR PRICE SCHEDULE (RATE PROFORMA)**

The Quoted Price {Rate} inclusive of transportation, packing, insurance, installation (wherever applicable), loading-unloading. Price {Rate} will be exclusive of GST chargeable on goods /products to be supplied.

Sr. No.	ITEM CODE	Name of Item & Description	Unit	FOR RATE
1		SUPPLY AND INSTALLATION OF MULTIFUNCTION PRINTERS (B & W) (A4) (As per specification)	Each	
2		SUPPLY AND INSTALLATION OF PRINTERS (B & W) (A4) (As per specification)	Each	

NOTE: -

- i. This format of Price Schedule is a sample for the bidders. The bidder's are instructed to fill the rates in prescribed price schedule (Rate Proforma) available on Portal. Price schedule (Rate Proforma) should not be submitted in Technical Bid, otherwise bid may be rejected.

Seal and Sign of Bidder

ANNEXURE-VIII

DECLARATION REGARDING CAPACITY (Manufacturer Only)

Name	
Factory Address:	
Office Address:	
Phone No	
Mobile. No:	
Udyam Registration/ NSIC Registration	
Details of Relevant Machines:	
List of Testing Equipments:	
Details of quality Testing Facility:	
Electric power connected in the unit :	
Maintenance of Record:	
List of Man power : a. Managerial Capacity: b. Production :	
Detail of Land/Building/Shed :	
Equipped office (Phone/computer /Systematic filing)	
Production Capacity of each tendered item (In Nos./ Metric Ton/ Ltr. etc. per day/month/year)*	
Financial Status (Last 3 year Turnover)	

* Please use separate sheet, for large no. of items

This is to certified that we are capable to manufacture the tendered item as per specification and our capacity is as above are true and correct as per our record and information. If any information is found incorrect, wrong or false we would take the responsibility for the same.

Seal and signature of the owner/authorized person.

ANNEXURE-IX

DETAILS OF SERVICE CENTRE/DEALERS IN M.P.
(Format for Ref. may change according to information)

S. No.	Name & Place of Service Center	Address , Telephone / Fax & e-mail	No. of Service Engineer(s) with Name	Remark

Seal and signature of the owner/authorized person.

**FORMAT FOR CONTRACT AGREEMENT
(BID (TENDER) NO.)**

THIS CONTRACT AGREEMENT made the ----- day of ----- 2025 Between Directorate of Public Instructions, Bhopal a Government of M.P. having office at Gautam Nagar, Bhopal (hereinafter referred to as "Party No. 1" which expression shall, unless precluded or repugnant to the context include its successors and of its assigns) on behalf of Directorate of Public Instructions (Purchaser)
and

M/s.carrying on business at.....
(hereinafter referred to as "Party No. 2" which expression shall, unless precluded or repugnant to the context include its successors and of its assigns)

WHEREAS the Party No. 1 Directorate of Public Instructions invited bids for certain Goods and ancillary services viz ----- (Brief Description of Goods" and Services) and has accepted a bid by the Party No. 2 for the supply of those Goods and Services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall constitute the Contract between the Party No. 1 and the Party No. 2, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Invitation for Bid
 - (c) Information for Bidders
 - (d) General Conditions of Bid (GCB)
 - (e) Qualification Criteria and Evaluation Methodology
 - (f) Special Condition of Bid (SCB)
 - (g) Technical Specification of Bid Item
 - (h) Instruction for Pre Delivery/Post Delivery Inspection of Items
 - (i) The Party No. 2's Bid and original Price Schedules
 - (j) The Party No. 1's offer for Rate Contract.
 - (k) Any other documents as specified by party No. 1
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Party No. 2 (Supplier) as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Item: **SUPPLY AND INSTALLATION OF PRINTERS (A4)**

5. The purchaser (Directorate of Public Instructions) hereby covenants to pay the supplier (Party No. 2) in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the goods and services which shall be supplied/provided by the Party No. 2 are as under:-

S. No.	Sub Item Code	Brief Description of Sub Item	F.O.R. Rate	Unit
1				Each

* The rate quoted for each item on portal shall be inclusive of transportation, packing, insurance, loading-unloading, testing and any incidental charges. Price {Rate} will be exclusive of GST chargeable on goods /products to be supplied. In such case purchaser will pay the amount of GST extra (other than supply order value) to the supplier. Rate should be quoted for each of the required product on door delivery at consignee place basis.

6. The prices shall be valid for three months from the date of issue of rate list, unless revoked and thereafter for a further extended period if any as agreed upon mutually.
7. The Party No. 2 shall agree to deposit (3%) Performance Security (If required as per tender), in advance by Demand Draft/FDR/Bank Guarantee, against the value of particular supply order for a period ofyear.
8. The Party No. 2 is not authorized to supply material directly to any State Government/ Semi Government organization on the rate contract rate, directly.
10. The Party No. 2 shall supply the goods of standard quality directly to the Indentor/Purchase deptt.at the address given in the supply order.
11. The supplier shall raise bills directly in the name of Indenting /purchasing deptt.against the supplies made directly by them to the indenter's/purchaser's satisfaction in compliance with the conditions contained in the supply order.
12. The Party No. 2 shall receive payment against its bills directly from the Indenting department/ Purchasing Department or as directed by Indenter/purchasing department.
13. Each Party warrants and guarantees that it has full power and authority to ensure into and performing this AGREEMENT and the person signing the AGREEMENT on behalf of each party has been properly authorized and empowered to enter into this AGREEMENT. Each party acknowledges that it has read this AGREEMENT understands it and agrees to be bound by it.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

That, in token of this agreement, both parties have today affixed their signatures at Bhopal.

Signed, Sealed and delivered by the

Bid No.: **1796 -A**

Bid Issue Date: 13/06/2025

Item: **SUPPLY AND INSTALLATION OF PRINTERS (A4)**

said(For the Party No. 1)

in the presence of :.....

Signed, Sealed and Delivered by the

said(For the Party No. 2)

in the presence of:

(To be executed manually)

FORMAT FOR PERFORMANCE BANK GUARANTEE

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Bank's Name, and Address of Issuing Branch or Office]
PERFORMANCE GUARANTEE No.:_____ Date: _____

To: _____

(Name of Purchaser/ Beneficiary)

We have been informed that[insert complete name of Supplier]
(hereinafter called "the Supplier") has entered into Rate Contract with you, for the supply of
.....[Brief description of Goods and related Services] (hereinafter called "the
Contract").

Furthermore, we understand that, according to the conditions of the Rate Contract, a Performance
Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not
exceeding[insert amount(s) in figures and words] upon receipt by us of your first
demand in writing declaring the Supplier to be in default under the Rate Contract, without cavil or
argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified
therein.

This guarantee is valid until the day of2025.

Signature and Seal of Guarantors

.....
.....
.....

Date 2025

Full Address of the Bank:

ANNEXURE-XII

PROFORMA FOR MANUFACTURER'S AUTHORISATION

No..... Dated.....

To,

Commissioner,
Directorate of Public Instructions
Gautam Nagar, Bhopal 462023

Ref.: -Bid No.-A of

Dear Sir,

I/We an established and reputable Manufacturers of having factories at and do here by agree to supply (Name of item) confirming to the required specification and required quantity to M/s. (Bidder) as offered by them to supply against the above stated Bid.

This is also certified that M/s. is our authorized distributor/Importer since..... (Month and Year filled) and his performance is satisfactory.

We hereby declare that we will be held responsible for Non Supply or Supply of Sub Standard items / product by our authorized dealer /distributor. We assure that goods ordered to the above firm shall be supplied in due time. In the event of failure on the part of said Authorized dealer/distributor, we agree to the terms of the tender.

The Self certified copy of Power of Attorney to issue such authorization certificate is also enclosed herewith along with list of items for which authorization is given.

Encl.: - 1. List of Items for which authorization is given.

Yours faithfully,

(Name)
for and on behalf of M/s(Name of manufacturers)

FORMAT FOR PRE BID QUERIES

Pre bid queries strictly be submitted in the office of Directorate of Public Instructions, Gautam Nagar, Bhopal 462023 or emailed at Email ID **tenders@vimarsh.mp.gov.in** in the prescribed format three days before the Pre Bid meeting. Queries not submitted in the prescribed format within stipulated time limit will not be considered/responded at all by Directorate of Public Instructions.

Bid No.:-

Name of Item:-

Name of the Company/Firm				
Name of Contact Person	Designation	Address for Correspondence	Email ID	Telephone Nos.
Query/Clarification Sought				
S. No.	Bid Document Page No.	Bid Document Clause No.	Clause Details	Query/Suggestion/Clarification

For different bids please submit separate pre bid query form in word file.

ANNEXURE-XIV

SERVICE LEVEL AGREEMENT (SLA)

Objective of the agreement

The objectives of the Service Levels are to:

1. Ensure that the Services are of a consistently high quality and meet the requirements of the Customer/Purchaser
2. Provide a mechanism whereby the Purchaser can attain meaningful recognition of the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
3. Incentivize the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between Purchaser (hereinafter, the *Organization*) and(Supplier, NAME OF VENDOR) (hereinafter, the *Vendor*) to deliver equipment and support services, at specific levels of support, and at an agreed-upon cost.

- A) COMMENCEMENT: The AGREEMENT is effective after successful installation of all the product/equipment purchased and will remain valid for a period of 05 years thereafter.
 - B) Upon Completion of this AGREEMENT PARTY NO. 2 (supplier) will return all the paper, materials and other properties of the AGREEMENT to the PARTY NO.1 (Department/Purchaser) along with a certificate of fully functional status of the supplied equipment.
 - C) No charges will be payable by the party No.1 to the party no.2 for the replacement of any item which is under warranty.
1. Terms of Service for providing after sell services during warranty period, party no.2 will intimate name, address, email Id and contact no. of qualified service engineer who will be responsible for service support at the district/ Block head quarter and report to party no. 1

Services and Requests Covered Under This Agreement

The following services are provided by the Vendor to the Organization:

1. **NAME AND DESCRIPTION OF PRIMARY SERVICE.:** This is all-inclusive of equipment, maintenance, parts, travel, and all consumable supplies.
2. **STATEMENT OF VENDOR RESPONSE TIME.** The guaranteed in-person response time following any service call shall be normal business hours (10.00 a.m. – 6.00 p.m., Monday – Saturday) excluding state or Govt. holidays. The response time begins when the request or complaint is logged with the Vendor's problem-ticketing system and is stopped when the technician logs the arrival at the equipment site and meets with the Key Operator.]
3. **STATEMENT OF SERVICE AVAILABILITY.** [Example: Device Uptime Levels: The guaranteed in- person response time following any service call is six (6) business hours or

less.

The Vendor will respond¹ to any service call within six (6) hours from the time the call was placed to maintain that 95% calls are responded in time with a clear timeline. The calculation will be done on quarterly basis.

In-Time Response Percentage = (Number of Total tickets raised- Number of Tickets responded in prescribed time)/Number of Total tickets raised x 100%

- Response Percentage <80% - Penalty of Rs. 2000 for every 1% lower than the benchmark
- 80%<Response Percentage <90% - Penalty of Rs. 1000 for every 1% lower than the benchmark
- 90%<Response Percentage <95%- Penalty of Rs. 500 for every 1% lower than the benchmark
- The vendor shall satisfactorily repair or replace the defected goods within one working week.

4. **SUBSTANCE AND FREQUENCY OF VENDOR REPORTS TO ORGANIZATION.** [Example: Status Reporting: Reporting shall be presented quarterly to encompass all service activity. Reporting content shall be responsive to the Organization's requirements.]
5. **REPLACEMENT POLICY.** [Example: Machine Replacement: If an item cannot be repaired on-site, a replacement of equal capability should be introduced. Reporting will be provided quarterly by the Vendor to the Organization on available metrics as related to target performance. These reports are expected to be produced by the Vendor's problem-ticket system, which will detail ticket management performance against SLA targets in the Vendor's case management process.]

For service during warranty period party no.2 must rectify all complaints related to equipment within three working days after the complaints is being registered through telephone or mobile no. as provided by the party no. 2 or on the online portal. For each complaint received either by telephone or online portal will be given a complaint reference no. which will include the date of complaints and this will be taken as start of three days' time for fault rectification. The party no. 2 will update the call/complain status on the portal or manually within three days of rectifying the problem stated in complaint.

During the warranty period any defective part/s should be repaired/ replace free of cost. If any problem persists and obstruct the functioning of equipment then replace if on priority.

During the installation the Party No. 2 shall provide onsite operational training to at least two persons of the Party No. 1 in order to educate user, the Party No. 2 may provide a flex poster or manual operation regarding major do's and don'ts of the equipment. This will minimize elementary complaints.

The Party No. 2 must provide at least one preventive maintenance service at all locations every year and submit details of all the visit at the end of each year to Party No.1.

The service support of the Party No. 2 will be reviewed at every quarter, if Party No. 2 fails to provide service support/preventive maintenance service to the Party No. 1.

During service support in case of any dispute the decision of Party No. 1 will be final and binding on Party No. 2.

Item: **SUPPLY AND INSTALLATION OF PRINTERS (A4)**

Support Request

For the purposes of this agreement, a *Support Request* is generally defined as a request for support to fix a defect in existing device or a request for support that involves functionality of the stated device.

Term of Agreement¹

If the call can be satisfactorily resolved via telephone support, it shall be deemed an acceptable vendor response.

This agreement is in effect upon the date of acceptance of this agreement and ends on the latest date specified in any terms of the *Statement(s) of Work* submitted by the Vendor and agreed to by the Organization.

(Purchaser)Termination of Agreement

The Organization (Purchaser) may terminate this agreement without penalty if the Vendor repeatedly violates the terms of this agreement. In such an event the Organization shall give the Vendor 30 days written notice of intent to terminate, delivered to the Vendor.

Call Management Process

The Vendor's problem-ticket system will be used by all support team levels (where approval and technical access has been granted) to record and track all problem reports, inquiries, or other types of calls received by support. This provides the Vendor with the ability to provide metrics with regard to thisSLA.

Key Contacts and escalation matrix

1. Key contacts of the vendor and purchaser.
2. Escalation Matrix

Role and Responsibilities of The Vendor

The Vendor has the following general responsibilities under this agreement:

- The Vendor will conduct business in a courteous and professional manner with the Organization.
- The Vendor will use its own appropriate help desk to provide Level-1 support, including creating problem tickets and work orders and assigning responsibility to the appropriate Level-2 Vendor resource.
- The Vendor will use its own appropriate internal group, and infrastructure support services.
- The Vendor will obtain the Organization's approval before ticket closure.
- Once a support request has been submitted, the Vendor will make itself available to work with the Organization support resource assigned to the support request.
- The Vendor will attempt to resolve problems over the phone on first call on priority.
- The Organization's end-users will not contact the Vendor's support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
- The Vendor will provide all necessary and requested documentation, information, and knowledge capital to the Organization prior to the start of support of a new device or functionality.

Role and Responsibilities of The Organization (Purchaser)

The Organization has the following general responsibilities under this agreement:

- The Organization will conduct business in a courteous and professional manner with the Vendor.

Item: **SUPPLY AND INSTALLATION OF PRINTERS (A4)**

- The Organization will provide all information required to open a support request.
- The Organization will log all information from the Vendor required to establish contact information, document the nature of the problem and the Vendor's hardware/network environment (as applicable).

(PARTY NO. 2)

(PARTY NO. 1)

Witness:

1. _____

2. _____

ANNEXURE-XV

CALCULATION TABLE OF LIQUIDATED DAMAGES (PENALTY)

S. No.	Week	Rate of Penalty
1	1'st and 2'nd week	0.25% Per Week
2	3'rd and 4'th week	0.5% Per Week
3	5'th and 6'th week	0.75% Per Week
4	7'th and 8'th week	1% Per Week
5	9'th and 10'th week	1.25% Per Week And / OR Bidder will be debarred and contract will be cancelled as per clause no. 16 of Section IV GCB.
6	11'th and 12'th week	1.50% Per Week And / OR Bidder will be debarred and contract will be cancelled as per clause no. 16 of Section IV GCB.