

**BID DOCUMENT FOR PRINTING OF TRANSCRIPT, MIGRATION AND
PROVISIONAL CERTIFICATES.**

**COMPETITIVE BIDDING TO THE SECURITY PRINTERS WHO ARE IN THE
STANDING LIST OF HSEB FOR FISCAL YEAR 2067/68**

Higher Secondary education board

Sanothimi, Bhaktapur.

Telephone no. 00977-1-6630848

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Invitation for Bids

*Higher Secondary Education Board (HSEB)
Sanothimi, Bhaktapur*

*Printing and Supply of Transcript, Migration and Provisional Certificates.
HSEB/ICB /Standing list/Security Printing/02/2067-68*

1. The Higher secondary Education Board invites sealed bids from the qualified bidders, who are under our standing list of security printers for Printing, supply and Delivery of Transcript, Migration and Provisional Certificates.
2. Bidding will be conducted through the Letter invitation to all the security printers included in our standing list.
3. Interested Security Printers may obtain further information from HSEB, Administrative department, Sanothimi, Bhaktapur, Nepal in the contact address given below.
4. Bidding Documents may be purchased by interested bidders having an agent in Nepal on the submission of a written Application to Administration Department of HSEB and upon payment of a non refundable fee of Nrs. 3000 or in equivalent US\$ either by a Bank Check or by depositing to the HSEB Account Number 15 in Rastriya Banijya Bank, Sanothimi Branch, within 12 days of issue of this notice.
5. The Bidders having no agent in Nepal may receive an attached soft copy of Bid Document in an address given during the preparation of standing list by the interested security printers. Such Bidders must submit a cash deposited voucher in the Account no.15 of HSEB in Rastriya Banijya Bank or in any acceptable form of payment at the time of Bid submission without which, the bids shall not be accepted.
6. All bids should be accompanied by a Bid Security amounting to not less than two and half percent (2.5%) of the total Bid Price quoted either in Purchaser's local currency or US\$ or Indian Rupees.
7. The Bids must be addressed and submitted to Higher Secondary Education Board, Administration Division. HSEB, Sanothimi, Bhaktapur, Nepal and must be received at HSEB premise on or before 13:00 PM on the last date of bid submission..... day of the issue of this notice. All the bids received by the due date of bid submission shall be opened at the same day (last day of bid submission) at 14:00 PM at the HSEB premise in the presence of all bidders or their authorized representatives who choose to attend.
8. The Bidders are required to submit a sample sheet of Paper of required gram mage with 22mm round hot stamping hologram as per the specifications specified in the Bid document.
9. The HSEB reserves every right to reject any or all bids or accept wholly or partially without assigning any reason thereof.

***Higher secondary Education Board (HSEB)
Sanothimi, Bhaktapur***

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Email: hseboard@mos.np

Instructions to the Bidders

- 1.1 Higher Secondary Education Board issues this Bidding Document for Printing, and Supply of Transcript, Migration and Provisional Certificate. The name and identification number of this Competitive Bidding is *HSEB/ICB/ Standing list/Security Printing/02/2067-68*
- 1.2 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.3 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 1.4 The Higher Secondary Education Board (hereinafter called “Purchaser”) has intended to apply a portion of its internal funds or resources or such funds received from any external sources (hereinafter called “funds”) towards the cost of Printing Certificates for eligible payments under the contract for which this Bid Document is issued.
- 1.5 Bids shall remain valid for the period **of ninety (90) days** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 1.6 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 1.7 The Bidder shall furnish as part of its bid, a Bid security not less than an amount of 2.5 percent of their bid price.
- 1.8 The Bid Security shall be in the amount specified in clause 1.7 and denominated in the currency of the Purchaser’s Country or a freely convertible currency, and shall:
 - (a) at the bidder’s option, be in the form of a bank guarantee from a banking institution acceptable to the purchaser;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country.

If the institution issuing the Guarantee is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.

(c) be payable promptly upon written demand by the Purchaser.

(d) be submitted in its original form; copies will not be accepted;

Bid Security should remain valid for a period of 30 days beyond the validity period of the bids, as extended.

1.9 The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form,

(b) if the successful Bidder fails to:

(i) sign the Contract,

(ii) furnish a Performance Security, if the contract is awarded and notified for the Agreement

1.10 Bidders may submit their bids by mail or by hand. Bidders submitting bids by mail or by hand, shall enclose the original documents along with the Bid as stated in the instructions.

1.11 The Purchaser shall conduct the bid opening in public at HSEB, Sanothimi, Bhaktapur at 14.00pm on same day of last submission date.

1.12 During the Evaluation of Bid, only substantially responsive bids shall be compared and lowest evaluated bid shall be awarded. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser.

1.13 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

1.14 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Schedule of Requirements, provided this does not exceed 15 percent of original quantity without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

- 1.15 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 1.16 Promptly after notification, the Purchaser shall send a letter to the successful Bidder to submit Performance Guarantee within 15 days and sign the Contract Agreement.
- 1.17 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security of an amount of 5 percent of Contract Amount. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders.
- 1.18 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 1.19 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, instruction to Bidders and GON's Procurement Act and Regulations.
- 1.20 The Bidder shall not carryout or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
 - a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts,
 - c. engaging in corrupt or fraudulent practice or involving in such act,
 - d. interference in participation of other competing bidders,
 - e. coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/ uncompetitive bid price with an intention to deprive the Purchaser from the benefit of open competitive bid price.
 - g. Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

1.21 Without prejudice to any other rights of the Purchaser under this Contract, the Public Procurement Monitoring Office (PPMO) may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the Bidder:

- a. if it is proved that the bidder committed acts contrary to the Sub-Clause 1.20
- b. if the Bidder fails to sign an agreement.
- c. if it is proved later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d. if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
- e. if it is proved that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

A Bidder declared blacklisted and ineligible by the GON, Public Procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the PPMO and or the concerned donor agency.

List of Printed Items and Delivery Schedule:

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination site	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Offered Delivery date [to be provided by the bidder]
1.	<i>Transcript Certificate</i>	400,000	<i>Printed Sheet</i>	<i>HSEB, Sanothimi, Bhaktapur</i>	<i>14 days from the date of signing of Contract</i>	<i>40 days from the date signing of Contract</i>	
2.	Migration Certificate	400,000	Printed Sheet	<i>HSEB, Sanothimi, Bhaktapur</i>	<i>14 days from the date of signing of Contract</i>	<i>40 days from the date signing of Contract</i>	
3.	Provisional Certificate	400,000	Printed Sheet	<i>HSEB, Sanothimi, Bhaktapur</i>	<i>14 days from the date of signing of Contract</i>	<i>40 days from the date signing of Contract</i>	

Technical Specifications

- **Certificate printing Papers should be completely free from Wood and dust**
 - **All Printed Certificates should be with Perforation.**
 - **Hot stamping hologram is a must in each printed certificate and size should be 22mm round.**
 - **Hot stamping hologram shall be stamped in the presence of authorized representative of HSEB.**
 - **Mother seam prepared for stamping hologram shall be taken back by the representative of HSEB.**
 - **Weight of the paper: 110 GSM \pm 3% one color paper**
 - **Size:**

(a)	Transcript Certificate	30.5x25.5 cm
(b)	Migration Certificate	28.2x20.3cm
(c)	Provisional Certificate	28.2x20.3cm
 - **Moisture Content:** 3 to 5%
 - **Brightness:** 95% (minimum)
 - **Packing:** 3000 sheets wrapped with thick plastic and again packed in strong card board Packs.
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Price Schedule (to be completed by the bidder)

Name of bidder.....

Contract Id no: *HSEB/ICB standing list/Security Printing/02/2067-68*

Price schedule for printing and hot stamping hologram

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price at the place of loading	Unit price at CIP named place	Total CIP price (col 4x6)	Unit price of Transport Insurance and other incidental services
1.	Transcript certificate(complete printed sheet with hot stamping hologram)		400,000				
2.	Migration certificate(complete printed sheet with hot stamping hologram)		400,000				
3.	Provisional certificate(complete printed sheet with hot stamping hologram)		400,000				
	Total						

Note:

- For quoting the price Indian Company may use Indian Currency
 - Company from outside Nepal and India may use US \$
 - Company from Nepal Nepalese Rupees
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Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Invitation for Bid No.:SLNo.02- 2067/68

To:

Higher Secondary Education board

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period offrom the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.17.

- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder]*
- (h) We have no conflict of interest in in this procurement proceeding of HSEB.
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the GON or HSEB or any donor agency or any Government, under the Purchaser’s or Bidder’s country laws or official regulations.
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Inspections and Tests

The following inspections and tests shall be performed:

- *After printing of certificate, the hot stamping hologram should be stamped in the presence of authorized representative of controller of HSEB. The cost of this presence shall be borne by the Security printer.*
- *Inspection Test of sample printed certificates may be carried out by the Purchaser any official laboratory located at the Purchaser's country.*
- *Quality inspection certificate of the printer.*

Conditions of Contract:

- 1.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Bid notice. The term “in writing” means communicated in written form with proof of receipt.
- 1.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 1.3 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country.
- 1.4 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 Contract. If not settled amicably the procedure as per the Arbitration Act of Nepal shall be followed.
- 1.5 Prices charged by the Supplier for the printed certificates supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 1.6 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and upon fulfillment of all other obligations stipulated in the Contract.
- 1.7 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 1.8 For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country. Purchaser shall refund the custom duty paid for purchaser's country as per actual in the basis of custom receipts and remaining all costs are the responsibility of Supplier.
- 1.9 The Supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount of 5% of the contract price including VAT .
- 1.10 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations.
- 1.11 The Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- 1.12 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in the Bid document, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- 1.13 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.14 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country, if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 1.15 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the delivered price of the delayed Goods or unperformed Services for each day of delay until actual delivery or performance, up to a maximum deduction of 10 % percent of total contract price. Once the maximum is reached, the Purchaser may terminate the Contract.
- 1.16 The Supplier warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. The warranty shall remain valid for three (3) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) Higher Secondary Education Board, under the Ministry of Education of the Government of Nepal and having its principal place of business at Sanothimi, Bhaktapur, Nepal (hereinafter called “the Purchaser”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., Printing, Supply and Delivery of Transcript, Migration and Provisional Certificates and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions 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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (d) The Supplier’s Bid and original Price Schedules
 - (e) The Purchaser’s Notification of Award
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 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.

5. The Purchaser hereby covenants to pay the Supplier 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Nepal on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

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

in the presence of *[insert identification of official witness]*