

**BOARD OF SCHOOL EDUCATION HARYANA,  
BHIWANI**



**BID DOCUMENT FOR ELECTRONIC TENDERING**

**FOR PRINTING AND SUPPLY OF  
TEXT-BOOKS FOR THE CLASSES 9th To 12th During the year 2023  
(ACADEMIC SESSION 2023-2024)**

**TENDER DOCUMENT FOR**

**PRINTING AND SUPPLY OF**

**TEXT-BOOKS FOR THE CLASSES 9th To 12th**

**(ACADEMIC SESSION 2023-2024)**

<b>SECTION NUMBER</b>	<b>CONTENTS</b>	<b>PAGE NUMBER</b>
1	BRIEF INFORMATION ON BID DOCUMENT	3
	DETAIL NOTICE FOR INVITING TENDER	4
	KEY DATES	5
	INSTRUCTIONS TO BIDDERS ON ELECTRONIC TENDERING SYSTEM	6
	IMPORTANT NOTES	7
2	INVITATION FOR BIDS	8
3	INSTRUCTIONS TO BIDDERS AND TABLE OF CLAUSES	9-18
4	QUALIFICATION CRITERIA	19-21
5	SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS	22-23
6	BID SUBMISSION FORM AND PRICE SCHEDULE	24-25
7	CONDITIONS OF CONTRACT	26-35
8	CONTRACT FORM (AGREEMENT)	36
9	FORM FOR DEPOSITING PERFORMANCE SECURITY (BANK GUARANTEE)	37-38
10	NOTIFICATION OF AWARD (LETTER TO THE SUCCESSFUL TENDERER REGARDING DEPOSITING PERFORMANCE SECURITY AND AGREEMENT ETC.)	39
11	CRITERIA FOR IMPOSITION OF PENALTIES	40-42
12	BILL PROFORMA TO BE SUBMITTED BY THE FIRM ALONG WITH CASH MEMO FOR CLAIMING PAYMENT	43
13	PROFORMA FOR WEEKLY PROGRESS REPORT	44
14	AFFIDAVIT ON RS.100/- STAMP PAPER	45
15	CHECKLIST OF THE TENDER DOCUMENT	46

## **SECTION-1**

Tender No.	<b>867/PUB/B-1 Dated 24-01-2023</b>
Mode of Bid submission	Online Through <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>
Time for Completion	30 Days for printing and supply of Books from the next date of work order. Time taken by this office for proof reading is excluded from the said time period.
Last Date and time of Bid submission	<b>03-02-2023 (11:00AM)</b>
Date and time for opening of technical bids	<b>03-02-2023 (11:30AM)</b>
Date and time for opening of financial bids of technically qualified bidders	<b>To be intimated later on</b>
EMD	<b>Rs. 1,00,000/- (Rupees One Lakh only) To be deposited through Online mode.</b>
Cost of Tender Document	<b>Rs. 5,000/- (Rupees Five Thousands only) To be deposited through Online mode.</b>
Validity of Bid	Up to <b><u>One Year</u></b>
Material to be supplied at	At Board's Five Regional Text Book Sales Service Centres established at Ambala, Bhiwani, Fatehabad, Faridabad & Rohtak District Headquarters of Haryana
Approximate cost of project	Approximately <b>Rs. 41,00,000/- (Rupees Forty One Lakh only)</b>

**Note:** Hard copy of deposited EMD and cost of tender document are to be placed in the sealed envelope for specimens of paper etc. which is to be submitted before last date or on the last date of submission of online bids. Scanned copies of hard copy of deposited EMD and cost of tender document are to be submitted with the online technical bid also.

# **Detail Notice for Inviting Tender**

## **BOARD OF SCHOOL EDUCATION HARYANA, BHIWANI**

Board of School Education Haryana, Bhiwani invites online bids from established printers having minimum three years experience in the field of printing and supply of Text Books with paper, for the Classes 9th To 12th for academic session 2023-2024. The present details of Books to be printed as per detailed below:-

(The Secretary has the right to add or delete any title/s and to increase/decrease the quantity of books and number of pages thereof)

**Priced Books:** Net Rates to be quoted inclusive of cost of paper, Excise Duty, printing charges, all job related services, Cess, insurance, G.S.T., octroi and all other taxes/charges etc. as applicable on that date. No extra payment will be made except the given Rates by the bidder. No Excise Exemption Certificate will be issued by the Board for purchase of paper for printing of these Books.

Sr. No.	Class	Name of Titles	Books to be printed for Academic session 2023-2024
1	X	कृतिका भाग -2 (हिन्दी पूरक )	10,000
2	X	Footprints Without Feet (Supp. Reader)	15,000
3	XI	वितान भाग -1 (पूरक पुस्तक )	5,000
4	XI	Horn Bill	15,000
5	XI	Snapshot (Suppl Reader)	15,000
6	XI	भारत का संविधान सिद्धान्त और व्यवहार	5,000
7	XI	राजनीतिक सिद्धान्त	5,000
8	XII	वितान भाग -2 (पूरक पुस्तक )	5,000
9	XII	Flamingo	15,000
10	XII	Vistas(Supp.)	10,000
11	XII	स्वतन्त्र भारत में राजनीति	5,000

Further detail of Books to be printed during the year 2023 will be intimated as per requirement of Board and get printed on same rates and terms & conditions. However, time limit can vary according to quantity of Books.

Cost of this bid document is Rs. 5000/- and Earnest money is Rs. 1,00,000/- which are to be deposited through Online mode.

**Note:** -Bids shall be submitted through e-tendering only. For further details, visit website <https://etenders.hry.nic.in>

**Secretary,  
Board of School Education Haryana,  
Bhiwani**

### **Key Dates**

Sr. No.	Dept. Stage	Bidder's Stage	Starting date and Time for bids submission	Last Date and Time for bids submission
1.	-----	Download Tender, Online Bid Preparation & Submission	24-01-2023	03-02-2023 11:00 AM
2.	Opening of Technical Bids	-----	03-02-2023 11:30 AM	
3.	Opening of Financial/Price-Bids of Eligible Bidders	-----	To be intimated later on	

### **Important Notes:**

- 1) The bidders have to complete 'Bid Preparation & Submission' stage within scheduled time as mentioned above. If any bidder fails to complete his/her aforesaid stage online in the stipulated time schedule for this stage, his/her bid status will be considered as 'bid not submitted'.
- 2) Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
- 3) Bidder can rework on his/her bid even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage.

### **General:**

Bidding documents (Technical Bid and Financial Bid) are to be submitted online via e-procurement website <https://etenders.hry.nic.in> latest by 11:00 AM on 03-02-2023.

The tender document can be downloaded from e-procurement website <https://etenders.hry.nic.in>.

### **Opening of Bids:**

The technical bids will be opened at 11:30 AM on 03-02-2023, by the committee constituted by the Chairman, Board of School Education Haryana, Bhiwani.

The financial bids of only those bidders who's Technical Bids are accepted, shall be opened by the Committee authorized for the purpose.

The competent authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Chairman, Board of School Education Haryana, Bhiwani, shall be final and binding upon all.

## **Instructions to bidders on Electronic Tendering System**

**These conditions will over-rule the conditions stated in the tender document, wherever relevant and applicable.**

1. The digital signature of the authorized user will be binding on the firm.
2. Tender document can be downloaded from the website <https://etenders.hry.nic.in> or from Board's website [www.bseh.org.in](http://www.bseh.org.in).
3. The bidders are strictly advised to follow date and time as indicated in the online notice for inviting tender. The date and time shall be binding on all bidders.
4. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries and all terms and conditions except the rates (price bid).
5. The bidder shall quote the prices online in price bid format.
6. If any bidder fails to complete the online bid preparation and submission stage within the stipulated date and time, his/her bid will be considered as 'bid not submitted' and hence not appear during tender opening stage.
7. For further details please login to <https://etenders.hry.nic.in>.

### IMPORTANT NOTES:—

1. The price of this tender document is Rs. 5,000/- (Rupees Five thousands only) non-refundable, which is to be deposited through online mode only.
2. The Bids must be accompanied with an Earnest Money of Rs. 1,00,000/- (Rupees One Lakh Only) as mentioned in Clause 15 of Setion-3C, which is to be deposited through online mode only.
3. The technical bids shall be opened at 11:30 AM on 03-02-2023 in the presence of the Bidders or their authorized representatives, who may wish to be present. If the date of opening of technical bid happens to be a holiday it shall be opened on next working day at the same place and time.
4. The Samples of text books to be printed can be seen during office time in the office of the Assistant Secretary (Publication) Room No 81, Board of School Education Haryana, Bhiwani on any working day till one day prior to the closing date.
5. Bid Document can be downloaded from the website <https://etenders.hry.nic.in> or from Board's website [www.bseh.org.in](http://www.bseh.org.in).
6. Financial Bids of **only technically qualified printers** shall be opened.
7. Bids shall remain valid up to the period specified in the "Brief Information on Bid document" in Section-1. Any Bid shown to be valid for a shorter period than the period specified shall be summarily rejected by the Secretary, Board of School Education Haryana, Bhiwani and be treated as non-responsive.
8. The time for printing and supply of text books is mentioned in Section-2 which will be counted from the next date of issuance of work order letter. Time taken by this office for proof reading is excluded from the said time period.
9. The delivery of the text books shall be made by the bidder at Board's five Regional Text Book Sales Service Centres established at Ambala, Bhiwani, Fatehabad, Faridabad and Rohtak District Headquarters of Haryana State.
10. In case of any kind of dispute, Board and the supplier shall make every effort to resolve the dispute amicably by direct informal negotiations and if after such negotiations they are unable to resolve the dispute amicably then, either party may require that the dispute be referred for resolution to the formal mechanism specified in clause 23(iii) of section-7 for arbitration. Only after the decision of arbitration, either party can approach the court of law or for this purpose, the legal jurisdiction will be at Bhiwani (Haryana) only.
11. Contact details of the Board are:—  
Board of School Education Haryana,  
Hansi Road, Bhiwani-127021.  
Email: [aspub@bseh.org.in](mailto:aspub@bseh.org.in)  
Website [www.bseh.org.in](http://www.bseh.org.in)  
Phone No 01664-243336
12. Important Phone Numbers:-  
Assistant Secretary (Publication) - 9813601692  
Superintendent (Publication) - 9813601010

## SECTION- 2

### INVITATION FOR BIDS

Secretary, Board of School Education Haryana, Bhiwani invites online bids, complete in all respects as per tender document from the eligible bidders for printing and supply of text books with paper, for the Classes 9th To 12th for academic session 2023-2024. The present details of Books to be printed as per detailed below in Table-A.

Table-A

Sr. No.	Class	Name of Title	No. of Books to be Printed for Academic Session 2023-24	Size in mm	Total No. of pages per book (including cover pages)	Title wise total pages (including cover pages)	Colour
1	X	कृतिका भाग -2 (हिन्दी पूरक )	10,000	170X240	72	7,20,000	Two
2	X	Footprints Without Feet (Supp. Reader)	15,000	160X240	104	15,60,000	Two
3	XI	वितान भाग -1 (पूरक पुस्तक )	5,000	165X205	88	4,40,000	Two
4	XI	Horn Bill	15,000	160X240	132	19,80,000	One
5	XI	Snapshot (Suppl Reader)	15,000	160X240	92	13,80,000	One
6	XI	भारत का संविधान सिद्धान्त और व्यवहार	5,000	170X240	260	13,00,000	Two
7	XI	राजनीतिक सिद्धान्त	5,000	170X240	168	8,40,000	One
8	XII	वितान भाग -2 (पूरक पुस्तक )	5,000	170X240	100	5,00,000	Two
9	XII	Flamingo	15,000	160X240	120	18,00,000	One
10	XII	Vistas(Supp.)	10,000	170X240	116	11,60,000	Two
11	XII	स्वतन्त्र भारत में राजनीति	5,000	210X270	212	10,60,000	Four
<b>Total</b>			<b>1,05,000</b>			<b>1,27,40,000</b>	

Further detail of Books to be printed during the year 2023 will be intimated as per requirement of Board and get printed on same rates and terms & conditions. However, time limit can vary according to quantity of Books.

**Time limit for printing and supply of books will be 30 days from the next date of work order. All the books of above titles are to be printed and supplied as per Board's Requirements.**

**Note: -** The Board has the right to increase/decrease the quantity of text books or the pages of text books at any stage and in that case payment will be made proportionately.



# SECTION-3

## INSTRUCTIONS TO BIDDERS

### Table of clauses

Clause No.	Topic	Page No.
<b>3.A. Introduction</b>		
01	Scope of Bid	10
02	Financial Capability/Budget Provision	10
03	Eligible Bidders	10
04	Eligible Goods and Services	10
05	Cost of Bidding	10
<b>3.B. Bidding Documents</b>		
06	Sections of the Bidding Documents	10-11
07	Pre Bid Meeting	11
08	Amendment of Bidding Documents	11
<b>3.C. Preparation of Bids</b>		
09	Language of Bid	11
10	Documents Comprising the Bid	12
11	Bid Submission Form	12
12	Bid Prices	12
13	Bid Currency	12
14	Documents establishing Bidder's Eligibility and Qualification	12
15	Earnest Money	13
16	Period of Validity of Bids	13
17	Format and Signing of Bids	13
<b>3.D. Submission of Bids</b>		
18	Online submission of Bids	14
19	Deadline for Submission of Bids	14
<b>3.E. Opening and Evaluation of Bids</b>		
20	Opening of Bids by the Board	14
21	Clarifications regarding Bids	14
22	Responsiveness of Bids.	15
23	Correction of Errors	15
<b>3.F. Award of Contract</b>		
24	Award Criteria	16
25	Board's Right to Vary Quantity	16
26	Board's Right to Accept any Bid and to Reject any or all Bids	16
27	Notification of Award and issue of work order	16-17
28	Signing of Contract and Depositing Performance Security	17
29	Corrupt or Fraudulent Practices	17-18
30	Any point not covered under the terms and conditions of the tender	18

### **3.A. INTRODUCTION**

#### **01. Scope of Bid**

1. The Chairman, Board of School Education Haryana, Bhiwani is the final competent authority to approve the tender and will also be the supreme authority for all issues related to the tender, before and after issuance of the tender and his orders shall be final and binding upon one and all, in all respects.
2. Board of School Education Haryana, Bhiwani hereinafter referred to as “the Board”, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section-5, Schedule of Requirements and Specifications.
3. Throughout these Bidding Documents:-
  - a. The term “in writing” means communicated in written form by post and E-mail with proof of receipt;
  - b. If the context so requires, “singular” means “plural” and vice-versa and “day” means calendar day.

#### **02. Financial Capability/Budget Provision**

The Board hereby declares that it has the financial capacity to get the Books printed for which tender (bid) have been issued. Criteria regarding the financial capability of the firms have been specified in Section-4.

#### **03. Eligible Bidders**

- (i) This invitation for Bids is open to all the eligible printers as per Qualification Criteria given in Section-4. The bidding printers will furnish an undertaking from the Paper Manufacturing Mill/s /distributor/dealer that the prescribed paper required for execution of the job by the printer will be supplied by the mills/distributor/dealer in time, if any order is placed with them by the printer. In the event that said document is not submitted/produced, the bid submitted by the bidder will be rejected. The firms having experience merely in the manufacturing of the OMR sheets are not eligible.
- (ii) Only those printers who have their own set-up are eligible (Lease deed agreement will also be considered).

#### **04. Eligible Goods and Services**

All goods to be supplied, ancillary services thereto, under the contract shall have their origin in India and all expenditures made under the contract will be limited to such goods and services.

#### **05. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of Bid, and the Board will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. All bids from bidders must be accompanied with an earnest money and cost of Tender document for the amount mentioned in Section-1 of Tender document otherwise in no case the bid will be accepted.

### **3.B. BIDDING DOCUMENTS**

#### **06. Sections of the Bidding Documents**

- i) The Bidding Documents consist of Parts 1, 2 and 3 which include all the Sections indicated on the next page and these should be read in conjunction with any addendum/corrigendum issued in accordance with Clause 8 of Section-3B.

### **Part 1: Bidding Procedures**

- Section-1 Brief Information on Bid Document.
- Section -2 Invitation for Bids
- Section -3 Instructions to Bidders
- Section -4 Qualification Criteria
- Section -5 Schedule of Requirements and Specifications

### **Part 2: SUBMISSION OF RATES**

- Section-6 Bid Submission Form and Price Schedule.

### **Part 3: Contract**

- Section-7 Conditions of Contract
  - Section-8 Contract Form (Agreement)
  - Section-9 Form for depositing performance security (Bank Guarantee)
- ii) The Board will not be responsible for the completeness of the bidding Document and their amendment/corrigendum, which is to be read in conjunction with clause 8 of Section 3-B. In this regard the entire responsibility shall rest with the bidder to keep in touch with the concerned authorities as well as the website of the Board.
- iii) The Bidder is bound to minutely go through and examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish any of the required information or documentation as specified in the bidding document or any compliance or instructions in any manner, if even communicated otherwise may result in the rejection of the bid.
- 07. Pre-Bid meeting**  
No Pre-bid meeting will be held.
- 08. Amendment of Bidding Documents**
- i) At any time prior to the deadline for submission of Bids, the Board may amend the Bidding Documents by issuing an addendum/corrigendum on the Board's website only. No addendum/corrigendum will be published in the newspapers.
- ii) The amendment, if any, will be displayed on the Board's website. The amendment will be binding on all the Bidders. **Bidders are advised to keep themselves updated with the information displayed on the website of the Board and the Board shall not be responsible in case the bidder has not received such addendum/ corrigendum in the manner stated above.**
- iii) In order to afford Prospective Bidders reasonable time in which they can take the amendment into account in preparing their Bid, the Board may at its discretion extend the deadline for the submission of Bids by giving extended date on the website only.

## **3.C. PREPARATION OF BIDS**

### **09. Language of Bid**

- i) **The Bid prepared by the Bidder, as well as all correspondence and documents related to the bid exchanged by the Bidder and the Board, shall be written legibly and clearly in English or Hindi language without any cutting/overwriting, provided that any printed literature furnished by the Bidder may be in another language but it must be accompanied by an accurate translation in English/Hindi with its pertinent portions in bold letters or highlighted.**

## 10. Documents Comprising the Bid

The following documents, not to be submitted with the Bid, will be deemed to be a part of the Bid.

Section	Particulars
Section-1	Brief Information on Bid Document.
Section-2	Invitation for Bids
Section-3	Instructions to Bidders
Section-4	Qualification Criteria
Section-5	Schedule of Requirements and Specifications
Section-7	Conditions of Contract
Section-8	Contract form (Agreement)
Section-11	Criteria for Imposition of penalties

## 11. Bid Submission Form

The Bidder shall complete and submit the Bid Submission Form and Price Schedule online by using the form furnished in Section-6. **These forms must be completed without any alterations to its format or any cutting/overwriting and no substitutes shall be accepted. All blank spaces must be filled in with the required information.**

## 12. Bid Prices

- i) The Bidder shall indicate on the Bid Submission Form and Price Schedule, the Price of Books, inclusive of cost of paper, all jobs related services, G.S.T. and all other taxes etc., which his/her firm proposes to supply under the contract.
- ii) **Bid Prices will not be adjusted for any unconditional or conditional discount offered by the Bidder and such bids are liable to be rejected for which the firm will be responsible and the Board will not entertain any correspondence on this issue.**
- iii) Prices quoted by the Bidder will remain fixed during the Bidder's performance of the contract and not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and hence rejected. Conditional bids will not be accepted.

## 13. Bid Currency

Prices shall be quoted in Indian Rupees only.

## 14. Documents Establishing Bidder's Eligibility and Qualifications

- i) The Bidder shall complete the Bid Submission Form included in Section-6.
- ii) The Bidder as per tender document shall provide documentary evidence as per Section-4 of firm's eligibility and qualifications to perform the contract to the Board's entire satisfaction.
- iii) For ascertaining the capability of the bidder the Board reserves the right to confirm regarding the eligibility criteria by making physical inspection of the firm and verifying the original documents/record of the firm before opening the financial Bids and even afterwards.

## **15. Earnest Money**

- i) Pursuant to Clause 10 of Section-3C the bidder shall furnish, as part of the bid, Earnest Money in the amount specified in the Brief Information on Bid Document (Section-1).
- ii) The Earnest Money is required to protect the Board against the risk of bidder's conduct which would warrant forfeiture of Earnest Money, pursuant to Clause 15(vii) of Section-3C.
- iii) The Earnest Money will be deposited through online mode only.
- iv) Any bid from a Bidder, not secured in accordance with sub-clauses 15(i) and 15(ii) above will be summarily rejected by the Board as non-responsive, pursuant to Clause 23 of Section-3E. Earnest money/any payment of any printer already lying with the Board is not adjustable towards earnest money of this tender.
- v) The Earnest Money of unsuccessful bidders will be discharged/returned, as soon as possible, but not later than 30 days, after the award of contract to the successful Bidder. However, in disputed cases, the Board will not be bound to release the earnest money.
- vi) The successful Bidder's Earnest Money will be discharged after completion of job work and final payment of the firm.
- vii) **Earnest Money will be forfeited:**
  - a. If a Bidder withdraws the Bid or does not accept the correction of errors pursuant to Clause 23 of Section-3E during the period of Bid validity specified by the Bidder on the Bid form.
  - b. In case, the successful Bidder fails: (i) To sign the contract in accordance with Section-8; (ii) To furnish Performance Security in accordance with Clause 28 of Section-3F.
  - c. In case of fraudulent and corrupt practices as detailed in Clause 29 of Section-3F.
  - d. If the successful bidder would be found incapable of executing the assigned job to the satisfaction of the Board, which may reflect adversely the image of the Board/Govt., his/her earnest money can be forfeited and the Chairman may allot the work to some other eligible firm.

## **16. Period of Validity of Bids**

- i) Bids shall remain valid up to the period specified in the Brief Information on Bid Document in Section-1. Any Bid shown to be valid for a shorter period than the period specified shall be rejected by the Board as non-responsive.
- ii) Further detail of Books to be printed during the year 2023 will be intimated as per requirement of Board and get printed on same rates and terms & conditions. However, time limit can vary according to quantity of Books.
- iii) In exceptional circumstances, the Board may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing. The Earnest Money provided under Clause 15 of Section-3C shall also be suitably extended in such case. A Bidder may refuse the request without getting the earnest money forfeited only on this account. A bidder making such request will not be permitted to modify the Bid.

## **17. Format and Signing of Bids**

- i) A Bidder shall submit only one Bid. Principal Firm and its Sister concern firms cannot submit a separate bids.
- ii) Failure to abide by any of the instructions will make the bid liable to be rejected.

### **3.D. SUBMISSION OF BIDS**

#### **18. Online submission of Bids**

Bids are to be submitted online only.

#### **19. Deadline for Submission of Bids**

- i) Last date and time for bid submission are mentioned in Brief Information on Bid document in Section-1. The Board may, at its discretion, extend this deadline for submission of Bids by amending the Bid Document in accordance with Clause 8 of section-3; in that case all rights and obligations of the Board and Bidders, previously subject to the deadline will thereafter be subject to the deadline as extended.
- ii) It shall be the responsibility of the Bidder to ensure that the Bidding Document is complete in all respects and is uploaded in time.

### **3.E. OPENING AND EVALUATION OF BIDS**

#### **20. Opening of Bids by the Board**

- i) The Committee of the board, appointed by the Chairman, will open the online technical bids in the presence of the Bidders/representatives, who as per the NIT will be present to attend at the time, date and place specified in the tender document. In the event of the specified date being declared a holiday for the Board, the Bids will be opened at the fixed time and location on the next working day.
- ii) The Board will prepare minutes of the Bid Opening, including the information disclosed to those present in the meeting in accordance with Clause 22(i) of Section-3E.
- iii) The evaluation of Technical Bids will commence after their opening and evaluation will be made with respect to cost of tender, Earnest Money, Qualification Criteria and other information furnished in DNIT. On the basis of such evaluation a list of the responsive Bids will be drawn up. The Financial Bids of only those Bidders, who qualify in the evaluation of the Technical Bids, will be considered.
- iv) The Board shall announce/inform those Bidders, whose Technical Bids are found responsive.
- v) The Board office shall prepare the minutes of the opening of the Financial Bids.

#### **21. Clarification regarding Bids**

- i) To assist in the examination, evaluation and comparison of Bids, the Board may at its discretion to ask the Bidder for a written clarification of his/her Bid. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors, if discovered by the Board in the Evaluation of the Bids, in accordance with Clause 23 of Section-3E.
- ii) No Bidder shall contact the Board on any matter related to firm's Bid from the time of the Bid opening to the time the contract is awarded. Any attempt by any Bidder to influence Board's Bid Evaluation, Bid Comparison or Contract Award decision in any manner, may result in summary rejection of his/her Bid and this will be treated as a fraudulent and corrupt practice and in such cases the earnest money of the firm will be forfeited besides any other action as deemed fit by the Board.

## **22. Responsiveness of Bids**

- i) During the detailed evaluation of “Technical Bids”, the Board shall determine whether each Bid: (a) meets the eligibility criteria defined in Clauses 3 and 4 of Section-3A; (b) has been properly signed; (c) is accompanied by the required, cost of tender, E-service fee. Earnest money; (d) meets the minimum criteria of Bidding document; and (e) is substantially responsive to all the requirements of the Bidding Documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the Bids will be further determined with respect to the remaining Bid conditions, i.e. Schedule of Requirements and Specifications, Section-5 and all other conditions of the tender.
- ii) A Substantially responsive “Financial Bid” is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation and meets all the requirements of the Board as laid down in the relevant tender. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Goods; (b) which limits in any substantial way and inconsistent with the Bidding Documents, the Board’s rights or the Bidder’s obligations under the Contract; (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- iii) If a “Financial Bid” is not substantially responsive, it is deemed to be rejected by the Board, and cannot subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation and the responsibility for the lapse in this connection will solely rest with the defaulter firm.
- iv) Provided that a Bid is substantially responsive, the Board may waive any minor non-conformities or omissions of the nature of discrepancy in the Bid that do not constitute a material deviation.
- v) Provided that a Bid is substantially responsive, the Board may direct that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify the non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to timely comply with the direction will result in the rejection of its Bid. In this connection the order passed by the Chairman of the Board shall be final and binding upon the bidder.
- vi) The Board’s determination as to the substantial responsiveness or otherwise of each Bid or consideration of a minor informality or non-conformity or irregularity is final, conclusive and binding upon the bidder.

## **23. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked by the Board for any arithmetical error/s and will be corrected by the Board as follows:

Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.
- ii) The amount stated in the Bid will be corrected by the Board in accordance with the above procedure for removal of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with sub- clause 15 (vii) of section-3C.

### **3.F. AWARD OF CONTRACT**

#### **24. Award Criteria**

- i) Before awarding the contract, the Board will evaluate the bids as per section-3E. If at any stage prior to opening the financial bids and even afterwards, it is found that any firm has indulged into corrupt and fraudulent practices as laid down in clause 29 of this Section, the Board shall have the discretion to reject the bid and to allot/redistribute the job to any other firm and such orders of the Chairman shall be conclusive and binding upon the defaulter bidder/firm.
- ii) The Board may in its discretion redistribute awards of contract to eligible bidder/s keeping in view the capacity/prior performance of the bidder/s, provided the bidder/s are agreed to match the lowest evaluated substantial responsive bid.
- iii) **If there are two or more successful bidders quoting equal rates (lowest) for the same title/s, then the Chairman may award the work to any one of them or can distribute the work equally among the two.**
- iv) The Board also reserves the right to negotiate as per norms of the purchase policy approved by the State Govt.

#### **25. Board's Right to vary Quantity**

- i) At the time of award of contract the Board reserves the right to increase or decrease the quantity of goods each subsequent order from quantity originally specified in the Invitation for bids in Section-2. In respect of the additional quantity repeated order action will be taken as per clause 27 of the Conditions of Contract Section-7. However, in emergent situation, the Chairman of the Board shall have the power to exceed the order even more than 50% by allowing extra time for execution of the job as deemed fit by him.
- ii) The Chairman of the Board may extend/repeat the order in parts within the validity period of bids and even afterwards or get printed the books of the subsequent session/s on the rates previously approved by the Board Office on the same terms and conditions of the tender from the willing firms who had executed the job of printing and supply of books after approval of rates by the Board Office lastly and in such cases the time period of printing and supply of books or its extension will also be decided by the Chairman.

#### **26. Board's right to accept any Bid and to reject any or all the Bids**

The Chairman of the Board reserves the right to accept or reject any Bid and to annul the whole bidding process and may reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder/s or any obligation to inform the affected Bidder/s of the grounds for the action taken by the Board.

#### **27. Notification of Award and Issue of Work Orders**

- i) Prior to the expiration of the period of Bid Validity, the Board will notify the successful Bidder, in writing through registered letter or fax or E-mail that the firm's Bid has been accepted.
- ii) The placement of work order/purchase order will be treated as the formation of contract.



- iii) After furnishing the Contract Form and Performance Security to the successful bidder, pursuant to Clause 28 of Section-3F, the Board will promptly notify each unsuccessful Bidder and will discharge his/her Earnest Money, pursuant to Clause 15(v) of Section-3C.
- iv) Successful bidder will complete the delivery of awarded goods definitely within prescribed time from the next date of Notification of Award. This period excludes the actual period of proof reading taken by Board's Office. The period of 7 (Seven) days only will be given for getting the approval of proofs from the Board's office. The responsibility for getting in time clearance of proofs from the Board office shall rest exclusively with the printer. It is the responsibility of the Printer to collect the Manuscripts, CDs etc. and all other relevant material necessary for starting the job of printing.
- v) The distribution list of books will be provided to the printer within 20 days from the date of placing the work order. No extra time will be provided on the ground that the distribution list was not supplied with the work order.

## **28. Signing of Contract and depositing Performance Security**

- i) At the same time as the Board notifies the successful bidder that the firm's Bid has been accepted, the Board will send the bidder the Contract Form provided in Section-8 of the bidding documents.
- ii) Within four working days after issuance of the notification of award, the successful bidder shall sign on the contract form as per Section-8 with date and it should be personally handed over in the Board's office with performance security for an amount of 10% of the contract value failing which a penalty @ Rs.5,000/- per day for the next three days will be imposed, otherwise action as deemed fit by the Chairman including forfeiture of the earnest money or also black-listing the firm and to assign the job to the next eligible and willing firm or also to enhance the amount of penalty can be taken and such order of the Chairman will be final and binding upon the firm.
- iii) Failure of the successful bidder to comply with the requirement of Clause 28 and 29 of Section-3F shall constitute sufficient grounds for annulment of the award and forfeiture of the earnest money, in which event, the Board may assign the award to one of the next lowest evaluated bidders willing to execute the job or call for new Bids.

## **29. Corrupt or Fraudulent Practices**

- i) The Board requires the Bidders to strictly observe the laws against fraud and corruption, as in force in India, namely, Prevention of Corruption Act, 1988.
- ii) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- iii) "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution of contract which is detrimental to the Board and include collusion practice among Bidders (prior to or after Bid submission) designed to establish bid price at artificial, non-competitive levels and to deprive the Board of the benefits of free and fair competition.
- iv) If, in any case, it is found that a firm has tried to cheat the Board by using sub-standard paper or any other material intentionally or in any other way, such cases will also be treated with in the ambit of fraudulent practices, and penalty is to be imposed as per provision of section-11 of the tender.

- v) If, at any stage, it is found that a particular firm has misrepresented/concealed the facts or the contents of the documents submitted by the firm are found to be wrong or false, such conduct of the firm shall also be dealt with under fraudulent practices.

**30. Any point not covered under the Terms & Conditions of the tender**

For any point which is not covered under the provisions of the tender, the Chairman of the Board shall be the supreme competent authority, whose orders in any of such issues at all stages shall be final for one and all as a matter of binding in all respects.

## SECTION-4

### Qualification Criteria

**(Refer to Clause 14(ii) of Section-3C)**

1. The bidder must have an annual turnover of Rupees Three Crore each year for the last Three years continuously preceding 2021-22 related to printing of books. For this, the bidder is required to furnish the self-attested photocopies of the Profit and loss Account, Trading Account and Balance Sheet duly certified by the Chartered Accountant for the years i.e. 2019-20, 2020-21 and 2021-22
2. GST Registration Certificate.
3. The bidder must have at least Three year's work experience in text books printing and binding i.e. 2019-20, 2020-21 and 2021-22.
4. The bidder must submit last Three years satisfactory supplies Consumer Certificates i.e. 2019-20, 2020-21 and 2021-22 regarding printing & supply of Books. Work orders are not acceptable as satisfactory certificates.
5. The bidder must deposit **cost of Tender document Rs. 5,000/- and Earnest Money of Rs. 1,00,000/- through online mode as prescribed in the tender document.**
6. The bidder must have the required machinery as given below:-

**(a) Category-I For Four Colour books**

- i) One Four-Colour Web or Sheet Fed Offset Printing Machine.  
OR
- ii) Two Two-Colour Web or Sheet Fed Offset Printing Machine.

**(b) Full-fledged Plate-Making Unit**

**(c) One Trimming/Cutting Machines**

**(d) Full-fledged Binding Unit with One Automatic Centre Stitching Machine and at least 1 Perfect Binding Machine of 3 clamps.**

**Note :** Where (a), (b), (c) are essential and (d) is optional. Each firm will submit a certificate with the technical bid that how many number of books of 100 pages in four colours it can prepare in a single day. Preference will be given to firm having the Web Machinery. List of machinery must also be attached.

7. **Samples:-** The bidders will submit self Certified samples of text and cover paper showing GSM and packing material, bearing the mark of the dealer/distributor/Miller with the name of the paper mill, before last date or on the last date of submission of bids up to 11:00 AM in a sealed envelope, strictly as per the specifications mentioned in section-5, addressed to the Secretary, Board of School Education Haryana, Bhiwani and will deposit it in the office of Deputy Secretary (Publication) Room no. 10. If samples are not deposited or deposited late, bid of that firm will be rejected.
8. **Undertaking:-** The bidder firm must also submit undertaking regarding following points on `100 stamp paper to the effect:-
  - (a) "That I/we have read and understood all the terms & conditions given in the Tender Document and our firm fulfils the eligibility criteria for executing the job and information furnished in the bidding documents is correct to the best of my/our knowledge and our firm will strictly act in accordance with terms & conditions of the tender and instructions of the Board.

- (b) The Firm possesses sufficient godown space for the safe storage of paper required for printing of the books and storage of the printed material.
- (c) That our firm has never been disqualified/blacklisted/debarred for the printing & supply of text books/any publication work by the Board of School Education Haryana/any other Board/University/Controller Printing & Stationery Dept., Haryana/Govt. of Haryana/NCERT, New Delhi/Any Text Books Printing Board/Agency/ Any Semi Govt./Govt. Board in India etc. nor any such action is in process against the firm.
- (d) That we shall supply the quantity of books as shown in the Table-A of Section- 2.
- (e) That we shall supply the books within the prescribed time schedule mentioned in the tender document from the next date of receipt of work- order. We accept all clauses of the tender document. We also agree to the conditions and if books are not supplied as per the terms and conditions of the tender, Board will be at liberty to forfeit our EMD, Performance Security and to impose the penalty as deemed fit by the Chairman of the Board.
- (f) That our bid shall remain valid upto 03-02-2024 (One Year) as specified in the Brief Information on Bid Document Section-1 from the last date for submission of bid.
- (g) That our firm is capable of procuring the text and cover paper from Type 'A' (**specification of Type 'A' paper as per BIS Specifications as mentioned in clause I of Section-5**) and supply the contracted quantity of books within the specified delivery schedule.
- (h) That our firm will execute all jobs such as printing, binding, cutting, packing, lamination godowning etc. and all the required infrastructure is available with the firm.
- (i) That our firm shall not be entitled to make any claim, whatsoever against the Board arising out of the contract nor we shall be entitled for getting entertained any claim for consideration before the Board and we shall honour the decision of the Chairman, Board of School Education Haryana, Bhiwani.
- (j) That our firm has attached a self-attested certificate along with attested photo copies of Press Registration Certificate, Declaration U/S 4 of the Press & Registration of the Books as per Act-1867, certificate regarding Registration and License to Work as Factory.

In case, at any stage, any of the information is found to be incorrect/false or concealed or our firm does not act according to the requirements of the tender, the Board will have every right to take any action against me/us or my/our firm including registration of a criminal case against the firm or proprietors.

Deponent

*VERIFICATION :*

That the information given by me/us or my/our firm is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

Signature with Seal

Date\_\_\_\_\_

Full Name\_\_\_\_\_

Place\_\_\_\_\_

## SECTION-5

### SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

#### I. PAPER QUALITY & SPECIFICATIONS

- (i) "Printing Offset" Text Paper, BIS 1848: 2018 (amended up to date) of 80 GSM (BIS-Type A) with watermark of the Mill (at every 8") and Cover Paper, BIS 6956: 2001, (amended up to date) of 170 GSM(BIS-Type A) are to be used. The dirt and specks in paper should not exceed in 40mm<sup>2</sup> per m<sup>2</sup> Equivalent black area (EBA), the paper should be with the brightness 72% and should be with light blue tint. Text Paper & cover paper both must confirm to all BIS parameters/ specifications.

**Note:-** Text and Cover paper must be of uniform formation with fair smoothness on both sides and reasonably free from specks, sieves, holes and other blemishes and the paper must conform to all the parameters and criterion, as laid down by the Bureau of Indian Standards for the above types of paper.

#### II. SAMPLE OF PAPER

All the bidders are required to submit 10 (ten) full sheets (folded) as samples of Text Paper & Cover Paper to be used in the printing of books showing GSM, in a sealed envelope in the office of the Deputy Secretary (Publication) Room No. 10, Board of School Education Haryana, Bhiwani, before or on the last date of submission of online bids up to 11:00 AM. These samples should be preferably certified by the concerned miller/dealer/distributor. Each sample of paper must also be duly stamped and signed indicating: (a) the firm's name and address along with manufacturer mark (b) description/all specifications of paper as laid down by the Bureau of Indian Standards. R & D Lab. Test Report of Mill is also to be attached with the samples for adjudging the quality of the product in physical appearance and these samples will form the basis for evaluating the Technical Bid and can be used for the purpose of lab tests of the finished material at the cost of Bidders at a later stage and for the purpose of making the payments. **Before making the final payment Board may also seek confirmation from the concerned paper mill by sending these samples, other samples drawn during work in progress and the finished goods so as to ensure the use of correct and prescribed Text and Cover Paper by the printer. No printer in any case will use the text and cover paper other than the samples submitted by its firm and approved by the Board without the prior permission of the Chairman, Board of School Education Haryana; otherwise a very serious view by treating the matter under fraudulent practices will be taken. The Board reserves the right to inspect the printing process and also quality of text books. It is the responsibility of the printer to intimate the Board once the printing of text books is over.**

- III. The books containing up to 112 pages should be centre stitched at 2 places by wire or perfect binding, while the books containing more than 112 pages are to be bound by Perfect Binding Machine without end leaves.

- IV. The trimmed sizes of books should be as per sizes prescribed in the tender.

- V. The Books are to be printed and supplied in Thirty (30) days from the next date of work order.

#### VI. Submission of proofs

The printer is bound to get the coloured/computerized print outs of the complete **text matter of the books** approved within seven days from the next date of receipt of work order, MSS,CDs of the book/books in one go duly stitched and bound.

**VII. Display of Printer's name, GSM of the Text & Cover paper and the name of the paper Mill.**

All printers are bound to mention the names of paper Mill/s along with GSM of Text and Cover paper used in the printing of books along with name and address of the firm on the back of the first prelim page. The printers will get the proof of pages approved in this respect along with the other proof of the text matter.

**VIII. Packing & Forwarding**

**Books should be packed in uniform bundles as under, wrapped in good suitable packing and tied with jute twine ropes and a table containing Name and Class of book, price of the book, No. of books in packet and Suppliers Name to be pasted on top of each bundle.**

<u>Book Containing of</u>	<u>Books per packet</u>
1) Up to 64 pages	50 books
2) 65 to 144 pages	25 books
3) 145 to 240 pages	20 books
4) 241 to 400 pages	10 books
5) 401 and above	5 books

If the books are not packed as mentioned above, a penalty will be imposed as per penalty clause.

- IX. The printed books are to be delivered as per distribution list at Board's 05 Regional Text Book Sales Service Centres established at Ambala, Bhiwani, Fatehabad, Faridabad and Rohtak district headquarters of Haryana state at the addresses to be given by the Board (during working days and office hours from 9.00 AM to 5.00 PM). It may be noted that the stores/offices remain closed on Saturdays and Sundays and on any other notified holidays. If during the course of printing the Govt./Board takes the decision to open any additional Board's Regional Text Book Sales Service Centres in the state, the printers will have to supply the books without any extra charges as per communication to the effect.
- X. In case of short supply totaling up to maximum four hundred copies of the title/s allotted to a printer to supply at Board's Regional Text Book Sales Service Centres, the same can be supplied at the Board's Head office at Bhiwani without any penalty and in case short supply exceeds 400 books at any of Board's Regional Text Book Sales Service Centres, penalty @ Rs. 5,000/- as the shifting charges will be imposed.

**SECTION-6**  
**BID SUBMISSION FORM AND PRICE SCHEDULE**  
(Referred to in Clause 11 of Section-3C)

To,

The Secretary,  
Board of School Education Haryana,  
Bhiwani.

Sir,

Having examined the Bidding Documents including Addendum and corrigendum Nos. ...., the receipt of which is hereby duly acknowledged, we, the undersigned, undertake and offer to print & supply of Books ..... ..

Further, we undertake that, if our bid is accepted, we will deliver the goods as per specifications and in accordance with the delivery schedule specified in the Schedule of Requirements and Specifications.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Board, which will be valid for one year and submit the same within four days along with the contract form.

I/We agree to abide by this Bid for the Bid validity period of ..... days from the last date of submission of Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We agree that the following documents are deemed to be a part of the Bid.

Section	Particulars
Section-1	Brief Information on Bid documents Notice Inviting Tender
Section-2	Invitation for Bids
Section-3	Instruction to Bidders
Section-4	Qualification Criteria
Section-5	Schedule of Requirement and specification
Section-7	Condition of Contract
Section-8	Contract form (Agreement)

The placement of work order/purchase order shall constitute a binding Contract between parties.

I/We undertake that, in competing for and for execution of the contract if allotted (and, if the award is made to me/us, in executing) the above contract, we will strictly observe the laws against fraud and corruption as in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify that I/We have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

I/We understand that you are not bound to accept the lowest/ to accept any bid or you may receive and you reserve the right to reject any bid/all bids without assigning any reason to me/us.

I/We attach here with an undertaking confirming that the information furnished in the Bid is correct to the best of my/our knowledge and belief.

I/We clarify/confirm that I/We at the moment fulfill all the eligibility requirements as per Section-3A and Section-4 of the Tender document.

Dated .....day of.....20...

Signature of the Bidder with seal

Full Name:-

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



**PRICE SCHEDULE**  
**PRESENT LIST FOR PRINTING AND SUPPLY OF TEXT BOOKS – FOR**  
**THE CLASSES 9<sup>TH</sup> To 12<sup>TH</sup> FOR ACADEMIC SESSION 2023-2024**

1	2	3	4	5	6	7	8	9	10
Sr. No	Class	Name of Title	No. of books to be printed for acd. session 2023-2024	Size in mm	Colour	No. of pages per book (including cover pages)	Title wise total pages (including cover pages)	Rate per page (in Rs.) inclusive of cost of paper, all jobs related services, taxes & GST as applicable	Total Amount (In Rs.)
1	X	कृतिका भाग -2 (हिन्दी परक )	10,000	170X240	Two	72	7,20,000		
2	X	Footprints Without Feet (Supp. Reader)	15,000	160X240	Two	104	15,60,000		
3	XI	वितान भाग -1 (पूरक पस्तक )	5,000	165X205	Two	88	4,40,000		
4	XI	Horn Bill	15,000	160X240	One	132	19,80,000		
5	XI	Snapshot (Suppl Reader)	15,000	160X240	One	92	13,80,000		
6	XI	भारत का संविधान सिद्धान्त और व्यवहार	5,000	170X240	Two	260	13,00,000		
7	XI	राजनीतिक सिद्धान्त	5,000	170X240	One	168	8,40,000		
8	XII	वितान भाग -2 (पूरक पस्तक )	5,000	170X240	Two	100	5,00,000		
9	XII	Flamingo	15,000	160X240	One	120	18,00,000		
10	XII	Vistas(Supp.)	10,000	170X240	Two	116	11,60,000		
11	XII	स्वतन्त्र भारत में राजनीति	5,000	210X270	Four	212	10,60,000		
Total			1,05,000				1,27,40,000		
Overall per page rates inclusive all taxes and GST etc.									

Further detail of Books to be printed during the year 2023 will be intimated as per requirement of Board and get printed on same rates and terms & conditions. However, time limit can vary according to quantity of Books.

The total rates of all the titles, mentioned in the table on the previous page, will be added and will be considered for finalizing the overall rate for the financial purpose and accordingly L-1 will be decided for allotment of all the titles to a single bidder. Hence, it is highly mandatory for the bidders to quote per page rates for each title and the overall per page rate for all the titles.

**Note:** - The Board has the right to increase/decrease the quantity of text books or the pages of text books at any stage and in that case payment will be made proportionately.

All titles of Books are to be printed and supplied as per Board's requirements within 30 days from the next date of work order.

SIGNATURE OF BIDDER WITH DATE AND SEAL

NAME: \_\_\_\_\_

NAME OF THE FIRM \_\_\_\_\_

MOBILE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

EMAIL ID: \_\_\_\_\_

## **SECTION-7**

### **CONDITIONS OF CONTRACT**

<b>INDEX</b>	<b>PAGE NO.</b>
1. Definitions	27
2. Contract Documents	27
3. Entire Agreement	28
4. Specification and Standards	28
5. Patent Rights	28
6. Performance Security	28-29
7. Inspections and Tests	29-30
8. Submission of Weekly Work Progress Report	30
9. Packing and Related Documents	30
10. Delivery and Related Documents	30-31
11. Insurance	31
12. Incidental Services	31
13. Warranty	31-32
14. Terms of Payment	32-33
15. Prices	33
16. Contract Amendment	33
17. Assignment	33
18. Delay in the Supplier's Performance	33
19. Termination for Default	34
20. Force Majeure	34
21. Termination of Insolvency	34
22. Work Order	34
23. Resolution of Disputes	34-35
24. Governing Language	35
25. Notices	35
26. Taxes and Duties	35
27. Additional Order/Repeated Order and Extension of Tenure of the Tender	35
28. Any point not covered under the terms and conditions of the tender	35
29. Right to Appeal	35

## **CONDITIONS OF CONTRACT**

### **01. Definitions**

In this contract, interpretation of terms will be as follows:—

- (a) “The contract” means the agreement entered into between the Board and the Supplier, as recorded in the Contract Form signed by the parties, including the printer/supplier with all the attachments and appendices there to and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract, including any amendment thereto.
- (c) “Contract Price” means the price payable to the Printer/Supplier, as specified in the Contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of total supply of goods as per specifications, by the Supplier at all the Regional Text Book Sales Service Centres of the Board as per distribution list and in accordance with the terms and conditions set forth in the Contract and the instructions given from time to time, to the entire satisfaction of the Board.
- (f) “COC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities and/or other materials that the Supplier is required to supply to the Board under the Contract.
- (h) “The Board” means the Board of School Education Haryana.
- (i) "Related Services" and “Services” means services ancillary to the supply of the Goods, such as loading and unloading, transportation, insurance, and any other incidental services and other obligations of the Supplier covered under the contract.
- (j) “Supplier” means the natural person, private or government entity, or a combination of the above and the printer who’s Bid to perform the Contract has been accepted by the Board and is named as such in the Contract.

### **02. Contract Documents**

All documents forming the Contract (and all parts thereof) are intended to be co-relative, complementary and mutually explanatory. The Contract shall be read as a whole. Subject to the order of precedence set forth below:

- a) Contract
- b) Conditions of Contract
- c) Schedule of Requirements and Specifications
- d) Bid Submission Form and Price Schedule
- e) Instructions to Bidders regarding Regional Text Book Sales Service Centres
- f) Notice inviting Tenders
- g) (i) Bank Guarantee or Performance Security  
(ii) Supplier’s undertaking.

**03. Entire Agreement**

- i) The Contract constitutes the entire agreement between the Board and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- ii) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

**04. Specifications and Standards**

The Goods supplied under this contract shall conform to the standards mentioned in the Specifications and standards mentioned in the Schedule of Requirements and Specifications.

**05. Patent Rights**

The Supplier shall indemnify the Board 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 the country.

**06. Performance Security**

- i) Within four working days, after the issuance of the information letter, the Supplier shall furnish Performance Security along with contract form personally to the Board for an amount equal to 10% of the contract value which will be valid for a period of 12 months from the date of award of contract. In disputed cases, it will be at the discretion of the BSEH, Chairman, Board of School Education Haryana to extend the period. It will be the responsibility of the firm to collect the order letter, CDs, MSS within the stipulated period personally, otherwise such period shall be counted as delay period and deductions shall be made as specified in penalty clause.
- ii) **Performance Security/any payment of already lying with the Board is not adjustable towards the performance Security of the present tender.**
- iii) The proceeds of the Performance Security shall be payable to the Board as compensation for any loss resulting from the Supplier's failure to complete his/her obligations under the contract to the entire satisfaction of the Board and/or on account of deduction of the amount of penalties and/or on account of any act of the bidder as defined in corrupt and fraudulent practices.
- iv) The Performance Security shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee as per the prescribed proforma given in Section-9 issued by any of the Scheduled Banks.
- v) In the event of any contract amendment, the Supplier shall, within 7 (seven) days of such amendment, furnish the amendment to the Performance Security, rendering the same, valid for the contract as amended.
- vi) The Performance Security will be released only after the final payment of the bill.
- vii) For any misuse of material supplied by the Board or for use of any non-prescribed/sub-standard material by the firm shall result in forfeiture of the

Performance Security, earnest money and payment of the firm, in addition to any other action to be taken by the Board, including black listing the firm and in accordance with provisions of the tender, as per law or as deemed fit by the Chairman. The Chairman may order registration of a criminal case against the firm in case of malafidity of the firm for any such act. The CDs, MSS and Proofs of the books will have to be returned to the Board after supply of books. **No payment shall be made to the supplier until and unless the whole material as specified in this tender is returned to the Board.**

**07. Inspections and Tests**

- i) The Board reserves its right to inspect the prescribed material such as text/cover paper, and other materials at any time after placement of order and during the work in progress and ask for the purchase vouchers and the orders placed with the relevant material manufacturing firms and other relevant documents.
- ii) The inspection of paper/books under print may be conducted by the officers of the Board in the premises of the Supplier, at the point of delivery and/or at the final destination of the goods. If conducted on the premises of the Supplier, all reasonable facilities and assistance, shall have to be furnished to the Board's Staff at no charge to the Board and in case of non-assistance of the firm and/or failure of the firm in having arranged the text and cover paper after 15 days from the placement of the order a penalty @ of Rs.5,000/- per visit shall be imposed. Normally, the inspection can be conducted maximum up to two times.
- iii) If at any stage, any inspected Goods fail to conform to the specifications, the Board has every right to reject them and ask the Supplier to either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Board, within a period of 10 (Ten) days of intimating such rejection or within the period as specified by the Chairman. The Board will also have every right to punish the firm in accordance with the provisions of tender, law or as deemed fit by the Chairman, in addition to replacement of the defective Goods.
- iv) The Board's right to inspect, where necessary, reject the Goods after the Goods' arrival at the final destination, shall in no way be limited or waived by reason of the Goods having previously been inspected, and passed by the Board or its representative prior to the dispatch of Goods from the place of Supplier.
- v) Nothing in Clause 13 of Section-7 shall in any way release the Supplier from any warranty or other obligations under this contract.
- vi) The Board reserves the right to inspect at the premises of the Supplier any time where the paper is stored to ascertain the use of prescribed paper and the Board shall also have the right to check the documentary record of the firm.
- vii) Board will take samples of finished/unfinished books at random for technical test checking and will get the job done in all respects from any reputed lab/labs. **The supplier will bear the cost of such lab tests.**
- viii) In addition the samples of paper provided by the printer with the technical bid and the paper used in the printing of books will be sent to the concerned Mill as well as to the paper laboratory/ies for confirmation regarding the specifications/ parameters of paper at the cost of the concerned printer.
- ix) The printer will have to submit ten leaves each of text paper and cover paper as samples bearing the complete parameters/specifications of the paper and duly stamped, dated & signed along with copy of paper purchase Invoice/Bills etc. before the start of printing of Books.

- x) It is mandatory for the firm to maintain a separate register from the date of receipt of consignment of the paper with regard to the paper account pertaining to the books ordered by the Board.
- xi) **The printer will retain all the manufacturer's labels of the packing of paper purchased and used in Board's books and after completion of job will submit all these labels and photocopy of the paper purchase vouchers along with the bill of the firm and also the detailed account of paper purchased, showing therein:-**
  - (a) The detail of order placed with the paper Mills, photocopies of the drafts etc. vide which advance was sent to be pasted in the register.
  - (b) The quantity received showing the bill Nos. and date in each consignment.
  - (c) The quantity consumed supported by calculation thereof.
  - (d) Challan Nos. of transport etc.

#### **08. Submission of Weekly Work Progress Report**

**All the printers are required to submit the weekly progress report through E-mail on every Monday** about the work in progress being executed by their firm to Assistant Secretary (Publication) Board of School Education Haryana, Bhiwani on prescribed proforma shown in Section-13 (attached with this tender), failing which the Board may impose a penalty @ Rs. 500/- for non receipt or delay in receipt of weekly progress report, at the discretion of Secretary.

E-mail ID: [aspub@bseh.org.in](mailto:aspub@bseh.org.in)

#### **09. Packing and Related Document**

The packing of books should be as per specifications laid down in Section-5.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as prescribed in the contract and subject to Clause VIII of Section-5 and with any subsequent instructions made by the Board.

#### **10. Delivery and Related Documents**

- I. **This tender is for the benefit of students. Time and date of delivery of the goods of the prescribed specifications and high quality thereof shall be essence of the contract.** The prescribed time limit of **30 days** for the job will begin from the next date of issuance of the work order letter and other material. The whole work is to be completed and goods to be supplied at five Regional Text Book Sales Service Centres in District *i.e.* Ambala, Bhiwani, Fatehabad, Faridabad and Rohtak. The penalty will be imposed for late supply as given below :—
  - a) 25 paisa per book for 1 to 7 days.
  - b) 50 paisa per book for 8 to 14 days.
  - c) Rs. 1.00 per book for 15 to 21 days.
  - d) Rs. 1.50 per book for 22 to 30 days.
  - e) Rs. 2.00 per book for 31 to 60 days.
  - f) Rs. 2.50 per book beyond 60 days.

For any unexcused delay beyond such period the Chairman will have the discretion to take any or all of the following actions:—

- i) Forfeiture of Performance Security, Earnest Money and payment of bills of the firm.
- ii) Termination of the contract.
- iii) Blacklisting of the firm.

- iv) Any other action as deemed fit by the Chairman, Board of School Education Haryana, Bhiwani. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the contract/work-order/tender document.
- II. Within 24 hours of dispatch, the Supplier shall notify the Board, the full details of dispatch and also supply the following documents and also intimate through E-mail as well as through registered post about the number of books supplied with name of the Regional Text Book Sales Service Centres so as to ascertain the correct position of receipt of books and the progress of the job.
- III. The printer will supply all the titles of books at as per Board requirement within the scheduled time period.
- IV. **If necessity arises at any of the Five Regional Text Book Sales Service Centres, the Board may call for the part delivery of the goods at an early date and in such cases no extra cost will be payable to the supplier.**
- V. The following documents are to be attached with the bill:-

a.	Supplier's Invoice showing goods description, quantity, unit and price.
b.	Receipt of goods.
c.	Supplier's affidavit as per section-14.
d.	Certificate issued by the nominated inspection committee, where applicable.
e.	Any other documents, if specified in the notification of award/contract or as per prior instructions of the Board in writing.
f.	Proofs, MSS, CDs and paper account register etc. as per clause-14 of this section.

#### 11. Insurance

The Goods supplied under the contract shall be obligatorily got fully insured by the Supplier at his/her own cost against loss or damage incidental to supplier or acquisition, transportation, storage and delivery etc.

#### 12. Incidental Services

- i) As specified in the Contract, the Supplier is required to provide any or all of the following services, including additional services:-
  - (a) Loading at point of dispatch
  - (b) Unloading at point of delivery
  - (c) Stacking in godown at point of delivery
- ii) No additional costs will be borne by the Board towards such services.

#### 13. Warranty

**The printer will have to submit a warranty certificate as per mentioned below:**

- i) The Supplier warrants that the Goods supplied under this contract are of the most recent/latest production. The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Goods. The supplier further warrants that no quantity of books has been printed beyond the quantity ordered by the Board, under this contract. If any excess quantity has been printed, the same have been supplied to the Board. The Board is not bound to make extra payment for such excess goods.

- ii) This warranty shall remain valid for 18 (eighteen) months after the Goods or any portion thereof as the case may be, have been delivered to the final destination and taken over by the consignee to the entire satisfaction of the Board.
- iii) The Board/indenter shall promptly notify the Supplier in writing of any claims arising under this warranty.
- iv) If Goods supplied are found to be defective, it will be at the discretion of the Board to get such defective goods replaced free of cost allowing 10 days period besides imposing of the penalty as specified in the penalty clause/ tender documents. The defective goods supplied by the printer will not be in any case returned to the printer being the property of the Board and no claim whatsoever shall lie on the Board for the replaced goods thereafter and decision of the Chairman, Board of School Education Haryana, Bhiwani in this regard shall be binding upon the supplier.
- v) If the Supplier, having been notified, fails to rectify the defect(s) within a reasonable/stipulated period the Board may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Board may have against the Supplier under the contract as per law or as deemed fit by the Chairman.
- vi) The warranty for defective goods will begin *de novo* from the date of replacement. Supplier will pay all taxes, duties and all other expenses up to the destination for the replaced goods.

#### 14. Terms of Payment

- I. The Printer is required to submit title-wise bill along with prescribed proforma (Specimen attached Section-12) and a warranty certificate. However, it will be at the discretion of the Board to make the payment title wise or collectively of all the titles. Board's GST No. – **06AAALB0940Q1Z4** must be mentioned on the bill.
- II. (a) On Delivery: 80% of the Contract Price shall normally be paid within 45 working days of receipt of books, assessment of quantity supplied as per challan and upon submission of the documents specified in clause 10(V) of this Section and on submission of all MSS/CDs/Proofs, paper account register and self-attested copies of :-
  - i) Order placed with the paper mill.
  - ii) Cheque/Draft sent to mill for purchase of paper.
  - iii) Bill issued by the paper mill.
  - iv) Paper account register and all other documents as specified in the tender along with an affidavit (Section-14) therein that the paper of the prescribed specifications showing the name of the Mill/s whose text and cover paper has been used in the text Books.

**In case of non-submission of the documents and other materials as specified above the bill of the printer for payment will not be processed.** However, for non-return of MSS/CDs/Proofs, deduction @ Rs.5,000/- per title shall be made from the bill of the printer.

  - v) The Printer will submit a proper receipt of the text books to the Supdt./Incharge , Regional Text Book Sales Service Centres of Board of School Education Haryana.
  - vi) TDS as per norms will be deducted from all the payments of the printers.



- (b) Balance 20% amount of bill will be paid after receipt of lab testing report of text paper and cover paper of Books.
- III. The Supplier's request(s) for payment shall be made to the Board with an invoice describing as appropriate, the Goods delivered and upon fulfillment of other obligations stipulated in the contract.
- IV. An affidavit as per section-14 of Tender Document.

**15. Prices**

Prices charged by the Supplier for Goods delivered under the contract shall not vary from the prices notified in the award of contract.

**16. Contract Amendments**

No variation/modification in the terms of the contract shall be made except by written amendment signed by the parties.

**17. Assignment**

- i) Neither the Board nor the Supplier shall assign, in whole or in part, its obligations to perform under the contract, except with the prior written consent of the other party.
- ii) The Supplier is not allowed to sublet the contract awarded to his firm and not even allowed to get any of the jobs done from any other firm.

**18. Delay in the Supplier's Performance**

- i) Delivery of the Goods as per specifications and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Board in the Bid Submission form and Price Schedule, Section-6 to the entire satisfaction of the Board with a pre-agreed sanction regarding deduction of liquidated damages for delay from the supplier's bill as specified in the penalty clause in Section-11.
- ii) In case of an inordinate delay in the supply of the goods/any unexcused delay by the Supplier in the performance of its delivery obligations hurting the image of the Board/Govt. shall render the supplier liable to any or all of the following sanctions in addition to deduction of the liquidated damages mandatory to be imposed as mentioned above and as per clauses of Section-12:—
  - a) Forfeiture of Performance Security, Earnest Money and payment of bills of the firm.
  - b) Termination of the Contract for defaults.
  - c) Black Listing of the firm.
  - d) Any other action, as deemed fit by the Chairman.
- iii) If at any time during performance of the contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Board 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, the Chairman shall evaluate the situation on the merits of the case and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be deemed to be ratified by the parties treating this as an amendment. However, it will be at the discretion of the BSEH, Chairman to enter into a fresh agreement to the effect.
- iv) The power regarding extension of time period and for condonation of delay will be absolutely at the discretion of the BSEH, Chairman in exceptional circumstances
- v) If the Supplier fails to print & supply the Books in time and The Board have to print the Books from other Printer in emergent situation on higher rates, in that circumstances the difference of higher rates will be borne by the Supplier.

**19. Termination for Default**

- i) The Board may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate the contract in whole or part:
  - (a) If the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Board pursuant to Clause 18(iii) of Section-7.
  - (b) If the Supplier fails to perform any other obligation(s) under the contract.
  - (c) If the Supplier, in the judgment of the Board, has engaged in fraud and corruption, in competing for or in executing the Contract or has committed gross violation of the terms and conditions of the tender.
- ii) In the event the Board terminates the contract in whole or in part, pursuant to Clause 19(i), the Board may procure upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, the Supplier shall be liable to pay the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

**20. Force Majeure**

- i) The Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is positively the result of an event of Force Majeure.
- ii) For purposes 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 restricted to, acts of the Board either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Board in writing of such conditions and the cause thereof. Unless otherwise directed by the Board in writing, the Supplier/ firm shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**21. Termination of Insolvency**

The Board may at any time terminate the contract 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 the Board.

**22. Work Order**

Work order shall be a binding contract. The work order may be issued in parts at the discretion of the Board.

**23. Resolution of Disputes**

- i) The Board and the Supplier shall make every effort to resolve any disagreement or dispute arising between them amicably by direct informal negotiations, under or in connection with the contract.

- ii) If, after such informal negotiations, the Board and the Supplier are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clause 23 (iii).
- iii) The dispute resolution mechanism to be applied pursuant to Clause 23(ii) shall be as follows:

(a)	A dispute or difference arising between the Board and Supplier related to any matter arising out of or connected with the contract, such dispute or difference is mandatory to be referred to the sole arbitrator by the Chairman, Board of School Education Haryana, Bhiwani as a provision of providing initial remedy to the supplier. The award of the Arbitrator shall be final and binding on the parties to the contract.
(b)	The Indian Conciliation and Arbitration Act, 1996, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

- iv) The venue of arbitration shall be within the discretion of the arbitrator to be appointed by the Chairman.
- v) Only after the decision of arbitration, either party can approach the court of law and for this purpose the legal jurisdiction will be Bhiwani (Haryana) only.

**24. Governing Language**

The contract shall be written in the language of the bid, as specified by the Board in the Instructions to the bidders.

**25. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing and confirmed in writing to the other Party's address specified for the purpose in the notification of award/contract. The notice will be effective when delivered. In case, the other party refuses to accept the notice, the notice shall be deemed to become effective one week after the date of dispatch through registered post.

**26. Taxes and Duties**

The Suppliers shall be liable to pay all the taxes, duties, license fees, *octroi*, road permits and GST etc.

**27. Additional Order/Repeated order and Extension of Tenure of the Tender.**

The Board reserves the right to place additional order up to 50% of the original order with the supplier on the same rate and terms and conditions any time between the award of contract and (up to) the period of bid validity and even afterwards in the subsequent year/s repeat the whole order or part thereof on mutual consent at the same rate as quoted in the tender and approved by the HPPC/Board's office on last occasion/s or otherwise reserves the right to assign the job to any other supplier.

Every extended order will be a separate order and the printer will complete the supply of each and every order separately within the prescribed period of each such order.

**28. Any point not covered under the terms and conditions of the tender**

For any point/s arising at any stage which is not covered under the provisions of the tender, the Chairman shall be the final competent authority, whose orders shall be binding upon the Supplier.

**29. Right to Appeal**

If printer desires to appeal against the order of Secretary at any stage i.e. from opening of bids to final payment, he may do so to the Chairman of the Board and in this regard, the decision of the Chairman of the Board will be final and binding upon the printer.

## SECTION-8

### CONTRACT FORM (Agreement)

THIS AGREEMENT made on the ..... day of ....., 2023 between Board of School Education Haryana, Bhiwani (hereinafter called "Board") of the one part and..... (Name of Supplier) of..... (Address) (Hereinafter called "the Supplier") of the other part. WHEREAS the Board is desirous that certain Goods and Ancillary services viz..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (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 be deemed to form the Agreement and be read and construed as a part of it, viz:

Section	Particulars
Section-1	Brief information on Bid document/Notice inviting Tender
Section-2	Invitation for Bids
Section-3	Instructions for Bidders
Section-4	Qualification Criteria
Section-5	Schedule of Requirements and Specifications
Section-6	Bid Submission Form & Price Schedule
Section-7	Conditions of Contract
Section-8	Contract form (Agreement)

3. In consideration of the payments to be made by the Board to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Board to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Board 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sr. No.	Brief Description of Goods & Services	Quantity to be Supplied	Unit price	Total Price	Delivery Terms
---------	---------------------------------------	-------------------------	------------	-------------	----------------

Signature and seal of the Supplier

Name .....

Tel. No .....

E-Mail ID.....

Fax No. ....

Address.....

## SECTION-9

### FORM FOR DEPOSITING PERFORMANCE SECURITY (BANK GUARANTEE)

(Please see clause 06(iii) of conditions of contract)

(For Performance Security)

Date: .....

Bank Guarantee No. : .....

Amount in Rs. : .....

Secretary,  
Board of School Education Haryana,  
Bhiwani.

Amount of guarantee: Rs.....

Guarantee cover from: .....

LAST DATE FOR LODGEMENT OF CLAIM: .....

This deed of guarantee executed by .....  
..... (Hereinafter referred to as the Bank) in favour of  
Secretary, Board of School Education Haryana, Bhiwani (hereinafter referred to as Board)  
FOR AN AMOUNT NOT EXCEEDING Rs.....  
(Rupees.....) at the request of  
M/s..... (Hereinafter referred to as the Supplier).  
This guarantee is issued subject to the condition that the liability of the Bank under the  
guarantee is limited to a maximum of Rs.....  
(Rupees.....) and the Guarantee shall remain in force up  
to..... and cannot invoked/served otherwise than by a written demand or claim under  
this guarantee served on the bank on or before ..... In consideration of Secretary,  
Board of School Education Haryana, Bhiwani having agreed to award contract for supply of  
printed books on M/s..... (Hereinafter called the  
said contractor) under the terms and conditions of an agreement made between both the  
parties (hereinafter called the said agreement) for the due fulfillment of the contract as per  
the terms and agreement on production of bank guarantee for Rs.....  
(Rupees ..... only)

1. I/We ..... do hereby undertake to pay Board an  
amount not exceeding Rs.....  
(Rupees.....) against any loss or damage caused to or  
suffered by Board by reason of any breach of the terms and conditions contained in  
the said agreement.
2. I/We ..... do hereby undertake to pay  
amount due and payable under this guarantee without any demur, namely on a  
demand stating that the amount demanded is due by way of loss or damage caused to  
or would be caused to or suffered by Board by reason of the contractor's failure to  
perform the said agreement by such demand made on the bank shall be conclusive as  
regards the amount due and payable by the bank under the guarantee. However, our

liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only)

3. I/We .....further agree that the guarantee herein contained shall be in force and effect upto ..... unless a demand or claim under this guarantee is made on us in writing on or before..... We shall be discharged from all liability under this guarantee thereafter.

Name & Address of the Bank

Signature and seal of the supplier

Signature of Bank Manager.....

(with seal)

Name .....

Full name of Bank Manager.....

Tel. No. ....

Tel. No.....

Mobile No. ....

Fax No.....

E- Mail ID.....

E-Mail ID.....

Fax No. ....

PAN No. ....

Address .....

.....

.....

## SECTION-10

### NOTIFICATION OF AWARD

(Letter to the Successful Tender regarding Depositing Performance Security and Agreement etc.)

To

..... [Name and address of the Tender]

.....

.....

Dear Sir,

This is to notify you that your Bid dated .....for the printing and supply of ..... [give particulars of the goods to be supplied as given in the Instructions to the Bidders] for the contract Price of Rupees..... [in figures]

(.....) [Amount in words], in accordance with the Instructions to Bidders is hereby accepted by Secretary, Board of School Education Haryana, Bhiwani.

2. You are hereby requested to furnish Agreement and Performance Security, in the form detailed in clause-28 of section-3F the Instruction to Bidders for an amount equivalent to Rs..... [in figures] (.....) [Amount in words] within ..... days of the receipt of this letter of acceptance valid upto ..... [insert the period], i.e. valid upto ..... [insert the last date of validity] and sign the contract/Agreement failing which action as stated in Clause ..... of Instructions to Bidders will be taken.

Asstt. Secretary (Pub.)  
*for: Secretary*

## SECTION-11

### Criteria for Imposition of Penalties

#### **(A) Paper Quality:**

- (i) For use of prescribed Text/Cover Paper but exceeding the permissible tolerance with regard to GSM as laid down by B.I.S., penalty will be imposed as under:
  - a.) For deviation of grammage 1-3 : 3% of the total payable amount of the title.
  - b.) For deviation of grammage 4-5 : 5% of the total payable amount of the title.
  - c.) For deviation of grammage 6-8 : 7% of the total payable amount of the title.
  - d.) For deviation of grammage >8 : 15% of the total payable amount of the title.
- (ii) For all deficiencies found in the test report penalty will be imposed per parameter as under:
  - a.) For Brightness, Opacity and EBA : 1% of the total payable amount of the title.
  - b.) For deficiencies other than GSM and ii (a) : 0.25% per deficiencies of the total payable amount of the title.

#### **(B) Printing:**

- (i) Where the printer fails to carry out the pointed mistakes of signs such as Bindi, Ardh Chandra, Matras, Comma etc. or letters become invisible during the process of printing in case of touching, re-touching and broken letters a penalty @ Rs. 1/- per mistake will be imposed.
- (ii) In case of printing such as less-sharp/dull impression/intermixing of column/ smudgy printing, defective title printing but the matter remains readable, a penalty @ Rs.75/- per page will be imposed.
- (iii) In case of misprinting of words/sentences/maps/design a penalty @ Rs.100/- per page will be imposed.
- (iv) In case of printed matter on the whole page/pages having been left blank/duplicity of printed matter, a penalty @ Rs. 200/- per page will be imposed .
- (v) In case the general quality of printing is not up to the mark or is extremely poor which is not readable, the whole lot of books will be rejected which will be re-supplied free of cost by the printer within reasonable period as to be fixed by the Chairman and for this default the imposition of penalty as deemed fit by the Chairman shall be final and binding upon the printer.

#### **(C) Binding:**

- (i) If the binding/cutting is not according to tender instructions or found improper, a penalty @ Rs.50/- will be imposed.
- (ii) In case of short size of book than the prescribed size and/or disproportionate blank side margin across the Text matter spoiling the inner look of the Book, a penalty of Rs. @ 300/-will be imposed.
- (iii) In case of short size of only cover paper/text paper, a penalty @ Rs. 100/- will be imposed.

#### **(D) Packing:**

If the books are not packed in packets as per no. of books shown in Section 5 Clause (VIII), a penalty of Rs. 5/- per packet will be imposed.

**Note:-The above rates of penalty are for a unit of 1000 books and not applicable in case of A (i), A (ii), B (v) & D.**



**(E) Short supply of order/Misdistribution of books:**

- i) In case the short supply exceed 1%, two times of the face value of the title will be deducted from the bill. However, Board will be at discretion to get the short supply completed from the defaulter printer free of cost within 15 days from the date of such communication, in such cases penalty to be imposed will be at the discretion of the BSEH, Chairman.
- ii) If a printer fails to supply the books at The Regional Text Book Sales Service Centres as per the distribution list supplied by the Board, a penalty @ Rs.5,000/- will be imposed.

**(F) Penalty on account of late submission of contract form and performance security:**

If a printer does not submit the contract form (Agreement) and Performance Security within four working days after the issuance of the notification of award, in such cases penalty @ Rs. 5,000/- per day for next three days will be imposed and thereafter it will be at the discretion of the BSEH, Chairman to forfeit the earnest money and/or black list the firm and/or to enhance the amount of penalty and to assign the job to the next eligible willing firm.

**(G) Penalty on account of non assistance of the firm or failure to arrange the paper for inspection:**

In case of non-assistance of the firm to the visiting party, during inspection of the firm or if a printer fails to get inspected the paper to the visiting inspection team, after 15 days from the date of placement of order, a penalty of Rs. 4,000/- per visit shall be imposed.

**(H) Penalty for unspecified defects:**

For any defects of the nature not specified in the tender, it will be at the discretion of the BSEH, Chairman, Board of School Education Haryana to impose the penalty as per merit of the case as deemed fit by him/her.

**(I) Forfeiture of earnest money, Performance Security and payment for the job executed or part thereof:**

Earnest money and performance security, and full/part payment can be forfeited in case of corrupt and fraudulent practice exercised by the bidding firm as detailed in clause 29 of Section-3F or in case of incapability of the firm to execute the job which may reflect the reputation of the Board/Govt. adversely.

**(J) Penalty for non-return of CDs/Proofs/MSS etc.:**

In case of non-submission of documents as specified in clause 14 of Section-7, the bill of the printer will not be processed for payment. If the printer does not return the CDs/Proofs/MSS etc. to the Board with his bill, a penalty @ Rs.5,000/- per title shall be imposed.

**(K) If the books are not packed as per clause VIII of Section-5, a penalty of Rs. 5/- per packet would be imposed.**

**(L) Penalty for late delivery of books :**

- a) 25 paisa per book for 1 to 7 days.
- b) 50 paisa per book for 8 to 14 days.
- c) Rs. 1.00 per book for 15 to 21 days.
- d) Rs. 1.50 per book for 22 to 30 days.
- e) Rs. 2.00 per book for 31 to 60 days.
- f) Rs. 2.50 per book beyond 60 days.

For any unexcused delay beyond such period the Chairman will have the discretion to take any or all of the following actions:-

- i) Forfeiture of Performance Security, Earnest Money and payment of bills of the firm.
- ii) Termination of the contract.
- iii) Blacklisting of the firm.
- iv) Any other action as deemed fit by the Secretary/Chairman of the Board.

**(M) Chairman, Board of School Education Haryana shall have the power:**

- (i) To increase the quantum of penalty specified in this tender as deemed fit.
- (ii) To impose penalty in case of nature of mistakes not covered in this tender.
- (iii) In case the payment of the bill has already been made, the recovery of amount of penalty can be made from any of the pending/subsequent bills of the firm.

## SECTION-12

Bill proforma to be submitted by the firm along with cash memo for claiming payment

(Title-wise claim to be submitted)

Name of the firm: \_\_\_\_\_

Bill No. \_\_\_\_\_ date \_\_\_\_\_

Amount shown in bill in figures \_\_\_\_\_ Rs. (in words) \_\_\_\_\_

Work Order No. \_\_\_\_\_ date \_\_\_\_\_

Name of Title: \_\_\_\_\_ Quantity Ordered \_\_\_\_\_

Quantity Supplied: \_\_\_\_\_ Rate per Book: \_\_\_\_\_

Total amount in words & figures as shown in the bill \_\_\_\_\_

Certified that I have used Text/Cover Paper of Mill of \_\_\_\_\_ (Name of the Mill) in printing and supply of books.

Certified that I have supplied \_\_\_\_\_ books to the Board along with Bill No. \_\_\_\_\_ dated \_\_\_\_\_. I am also submitting herewith the following material/documents to the Secretary of the Board with the request to make me 80% payment amounting Rs. \_\_\_\_\_.

(i) \_\_\_\_\_ (ii) \_\_\_\_\_ (iii) \_\_\_\_\_ (iv) \_\_\_\_\_ (v) \_\_\_\_\_

(vi) \_\_\_\_\_ (vii) \_\_\_\_\_ (viii) \_\_\_\_\_ (ix) \_\_\_\_\_ (x) \_\_\_\_\_

Date: \_\_\_\_\_

Signature

Name of the Firm with Seal

*Note* : This proforma should be submitted in addition to warranty affidavit.

## SECTION-13

### Proforma for Weekly Progress Report

**To be essentially submitted by the printer weekly i.e. each Monday through E-mail and by post:-**

Name of the Printer \_\_\_\_\_ Dispatch No. \_\_\_\_\_ dated \_\_\_\_\_ Order No. \_\_\_\_\_ dated \_\_\_\_\_

#### 1. Regarding Purchase of Paper

Sr. No.	Class	Name of the Title to be printed	Quantity Ordered	Date of Purchase order with the Mill	Date of receipt of paper
1.					
2.					
3.					

#### 2. Regarding Printing

Sr. No.	Name of the Title	Quantity as per Print Order	Whether all text pages printed, if not No. of pending pages	Whether all title cover pages of all titles printed, if not No. of pending Cover pages	No. of title wise complete books ready for delivery	No. of title wise incomplete books	Expected date of completion of job including delivery
1							
2							
3							

#### 3. Delivery chart regarding supply of books at all the Five Regional Text Book Sales Service Centres

Sr. No.	Name of Regional Text Book Sales Service Centres	Name of the Title	Total quantity to be supplied	Quantity supplied	Balance quantity to be supplied
1.					
2.					
3.					
Up to ____					

Dated \_\_\_\_\_

Signature

Name of the Printer \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

E-mail ID \_\_\_\_\_

**SECTION-14**  
**AFFIDAVIT ON Rs. ONE HUNDRED STAMP PAPER**

I/we \_\_\_\_\_ (Name of Prop. Of Firm) do hereby solemnly declare as under:-

- 1) That our Firm has used paper as required as per prescribed specification in the Tender Document by the Board for manufacturing the assigned Item/s.
- 2) That no excess copies of assigned item/s have been printed.
- 3) That if short/defective item/s are found, the Secretary of the Board has right to take action against me/our Firm as per Terms & Conditions of the Tender and also any other action as deemed fit by him/her.
- 4) That in case of above certificate is found false, the Secretary shall have full right to impose any penalty/deduction from our Bill/Performance Security/Earnest Money and if any fact comes to the notice to this effect after passing of bill/releasing the Performance Security/Earnest Money the Secretary shall have full right to impose penalty in this connection and his decision shall be final and binding upon me/us and the firm shall deposit the same amount of penalty with the board within a fortnight from the date of issue of notice letter and to prosecute the firm and recover the amount through the court of Law and all expenditure incurred or litigation by Board's office shall be borne by the firm.

Dated \_\_\_\_\_

Place \_\_\_\_\_

DEPONENT

**VERIFICATION**

It is verified that above statements are true to the best of my knowledge and nothing has been concealed therein.

Dated \_\_\_\_\_

Place \_\_\_\_\_

DEPONENT

## SECTION-15

### Checklist of the Tender Document

The Bidders are advised to Check before submitting online tender that they have attached the documents mentioned below with their Bid and they are also advised to mention the page no. of each document of the technical bid and this page no. should also be mentioned in checklist.

Sr. No.	Name of the documents	Available on page no.	Remarks Yes/No
1.	Scanned copy of Hard copy of deposited tender document cost Rs.		
2.	Scanned copy of Hard copy of deposited Earnest money Rs.		
3.	Scanned copies of Certificates issued by consumer for satisfactory work regarding printing & supply of books of last three years i.e., 2019-20, 2020-21 and 2021-22		
4.	Scanned copies of Certificates of at least three years work experience in text books printing and binding (2019-20, 2020-21 and 2021-22).		
5.	Undertaking of the Bidder as per section-4		
6.	Press Registration Certificate of the Firm		
7.	Factory/Press ownership of building Certificate. Lease deed agreement will also be considered.		
8.	GST Registration Certificate		
9.	Three Crore turnover each year for the last three years. Trading Account, Profit & loss account and Balance Sheet (2019-20, 2020-21 and 2021-22).		
10.	List of machinery & daily production capacity of No. of Books		
11.	Undertaking from the miller/distributor/dealer regarding supply of paper as per clause 3 of section 3A		
12.	Certified samples of 80 GSM for Text Paper & 170 GSM for Cover Paper		

- Note: - 1. The bidders will submit Certified samples of paper as per section-5 of schedule of requirements and specifications, showing GSM (bearing the mark of the dealer/distributor/Miller) before last date or on the last date of submission of bids up to 11:00 AM in a sealed envelope, addressed to the Secretary, Board of School Education Haryana, Bhiwani and will deposit it in the office of Deputy Secretary (Publication) Room no. 10. Hard copy of the cost of bid document and earnest money deposited by the firm are also to be placed in the above sealed envelope with samples of paper.**
- 2. All documents submitted along with the online bids are to be page numbered, arranged as per the checklist and an Index thereof is also to be placed right below the forwarding letter of the firm.**