



Board of School Education Haryana, Bhiwani

Bid-Document for Electronic Tendering

**EMPANELMENT FOR PRINTING AND SUPPLY OF
SENIOR SECONDARY ANSWER BOOKS FOR
MARCH-2023 EXAMINATION**

**TENDER DOCUMENT FOR
PRINTING AND SUPPLY OF SR. SEC. ANSWER BOOKS FOR
MARCH -2023 EXAMINATION**

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SECTION-1

BRIEF INFORMATION ON BID DOCUMENT

Tender No.	845/Pub. Dated 09-11-2022
Mode of Bid submission	Online Through https://etenders.hry.nic.in
Time for Completion	As Per Section-2
Last Date and time of Bid submission	30-11-2022 up to 01.00 PM
Date and time of opening of Technical Bids	30-11-2022 at 02.30 PM
Date and time of opening of financial bids for technically qualified bidder	after opening of Technical Bids
EMD	5,00,000/- (Rupees Five Lakh)
Cost of Tender Document	5,000/- (Rupees Five thousand only)
Validity of Bid	365 days after the Last date of Submission of bids
Material to be supplied at	All 22 Districts Headquarters of Haryana
Approximate cost of project	1,80,00,000/- (One Crore Eighty Lac only)
Board's GST No.	06AAALB0940Q1Z4

Note:- Hard copy of deposited of EMD and cost of tender document are to 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. Scan Copies of Hard copy of deposited of EMD and cost of tender document are to be submitted with the online technical bid also.

BOARD OF SCHOOL EDUCATION HARYANA, BHIWANI
e-TENDERING NOTICE

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 Answer books for Sr.Sec. Examination year 2023, as per detailed below:

Sr. No.	Class	Quantity	Cost of Bid Documents	Earnest Money in Rs.	Last date of submission of online bids
1	No. of 32 pages Senior Secondary (Aca./open school) Answer Books (65 GSM) with one OMR Sheet (105 GSM) With two bar codes to be printed & sewing.	20,00,000	5,000/-	5,00,000/-	30-11-2022 up to 01.00 PM

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

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

NOTICE INVITING TENDER

e-Tender is invited for below mentioned work in single stage two cover Request for Technical Bid (online Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Name of Work :	Earnest money (Rs.)	Cost of Bid Document	Time limit for printing & supply of Answer Books	Last Date and time for Online Bid Submission
For printing and supply of 32 pages Answer books with One OMR Sheet with two bar codes for Senior Secondary Examination	5,00,000/- Rs.	5,000/- Rs.	As Per section- 2	30-11-2022 up to 01.00 PM

The Bidders can download the tender documents from the Portal : <https://etenders.hry.nic.in> The Bidders shall have to pay Tender documents cost & EMD through online .

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates.

Key Dates

Sr.No.	Deptt.Stage	Contractor Stage	Start date and Time for bids submission	Expiry Date and Time for bids submission
1.	_____	Download Tender, Online Bid Preparation & Submission	10-11-2022 up to 11.00 AM	30-11-2022 up to 01.00 PM
2.	Opening of Technical Bids	_____	30-11-2022 at 02.30 PM	
3.	Opening of Financial/Price-Bids of Eligible Bidders	_____	after opening of Technical Bids	

Important Note:

- 1) The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.
- 2) Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.

Bidder can rework on his/her bids even 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) to be submitted online via e-procurement website: <https://etenders.hry.nic.in> latest by **01.00 PM** on **Dated 30.11.2022**.

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

Opening of Bids

The technical bids will be opened at **02.30** hrs on **30.11.2022**, by the committee constituted by the Chairman, Board of School Education Haryana, Bhiwani.

The financial bids of only those bidders whose 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.

Instructions to bidder on Electronic Tendering System

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

1. The digital signature of the authorized user will be binding on the firm.
2. Tender document can be download from website <https://etenders.hry.nic.in> and Board website www.bseh.org.in .
3. The bidder are strictly advised to follow date and time as indicated in the online notice 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 in price bid format.
6. If bidder fails to complete the online bid preparation and submission stage on the stipulated date and time, his/ hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
7. For further details please log in <https://etenders.hry.nic.in> .

IMPORTANT NOTES:—

1. The price of this tender document is Rs.5000/-(Rupees Five thousand only) non-refundable which is to be deposited through online only.
2. The Bids must be accompanied with an Earnest Money of Rs 5,00,000/-(Five Lakh) which is to be deposited through online only.
3. The technical bids shall be opened **at 02.30 P.M.** on **30.11.2022** 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 Answer 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](https://etenders.hry.nic.in) and Board 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 365 days from the last date of submission of bids. 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 treating as non responsive.
8. The time for delivery of the Answer Books is mentioned in Section-2 which will be treated from the next date of issuance of work order letter. 02 (Two) days will be given extra for preparation & submission of proofs in the Board's office. Time taken by this office for proof reading is excluded in the said time period.
9. The delivery of the Answer books shall be made at all 22 districts headquarters of Haryana State by the Bidder.
10. The firm has to provide an MS-Excel file (Soft Copy) to Board office containing Sr. No.'s of all the answer books which are to be delivered at 22 District headquarters.
11. In case of dispute of any kind, 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 18 (iii) of section 7 for arbitration. 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).
12. The Board's Address is :—
Board of School Education Haryana,
Hansi Road, Bhiwani-127021.
Email: aspub@bseh.org.in
Website www.bseh.org.in
Phone No 01664-243336
13. Important Phone Numbers:-
Assistant Secretary (Publication) 9813601692
Superintendent (Publication) 9034601468

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 the printing and supply of Answer books with OMR sheets with paper as specified below in Table-A.

Table-A

(The Board has the right to increase/decrease the quantity of Answer Books)

Note:- Each Answer Book is to be page marked.

Sr. No.	Class	Quantity	Size in mm	Colour of A/books & OMR	Time allowed	No. of Pages of Answer book with Cover
1	Senior Secondary Answer Books (65 GSM) + OMR Sheets (105 GSM) With sewing	20,00,000	22"x28"	Answer Books- Red & Blue OMR- Red	30 days (/March-2023 exam) from the next day of issuance of printing order. Proof 02 days will be given extra for preparation and submission of proof in the Board office & packaging of Answer Books to make ready to supply + 7 days for supply after 1% random checking by Board's committee...	32 Pages + One OMR Sheet with two bar codes

Note- Out of the 20,00,000 OMR sheets which are to be used for the 20,00,000 answer-book, 7,75,000 OMR sheets will be provided by the Board to the printing firm (whichever gets the work order). The firm will receive these OMR sheets from the Board along with the work order. The firm will use these OMR Sheets first, and get the remaining number of OMR Sheets printed at their own as the part of this Job and use those OMR sheets for the remaining answer-book . So all the firms are advised/directed to fill their rates according in the view of the given situation/condition.

SECTION 3

INSTRUCTIONS TO BIDDERS

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3. A. INTRODUCTION

01. Scope of Bid

1. The Chairman, of 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 for 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 there to as specified in Section 5.0, Schedule of Requirements and Specifications.
3. Throughout these Bidding Documents:-
 - a. The term “in writing” means communicated in written form by post, fax 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

The Board hereby declares that it has the financial capacity to get the Answer Books printed for which tender (bid) have been issued. Criteria regarding the financial capability of the firms have been specified in Section 4.0.

03. Eligible Bidders

This invitation for Bids is open to all the eligible printers as per Qualification Criteria given in Section 4.0. The bidding printers will furnish an undertaking from the Paper Manufacturing Mill/s that the prescribed paper required for execution of the job by the printer will be supplied by the mills 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 tenderer will be rejected. A sample of the undertaking is specified in Section 11. The firms having experience in the manufacturing of the OMR sheet merely are not eligible.

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 cost of tender and earnest money through online for the amount mentioned in Section-1 of, Brief information on Bid Document, otherwise in no case the bid will be accepted.

3. B. BIDDING DOCUMENTS

06. Sections of the Bidding Documents

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

Part 1: Bidding Procedures

- Section 1.0 Brief information on Bid Document,
- Section 2.0 Invitation for Bids
- Section 3.0 Instructions to Bidders
- Section 4.0 Qualification Criteria
- Section 5.0 Schedule of Requirements and Specifications
- Section 11 Authorization/Undertaking by Paper Mills

Part 2: SUBMISSION OF RATES

- Section 6.0 Bid Submission Form and Price Schedule.

Part 3: Contract

- Section 7.0 Conditions of Contract
 - Section 8.0 Contract Form
 - Section 9 Form for depositing of performance security (Bank Guarantee)
- ii) The Board will not be responsible for the completeness of the Bidding Documents and their amendment/corrigendum, which is to be read in conjunction with clause 8 of Section 3B. 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 Bidding Documents. Failure to furnish any of the required information's or documentations as specified in the tender 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 website only. No addendum/corrigendum will be published in the news papers.
- 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 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 relating 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

I .The following documents, not submitted with the Bid, will be deemed to be 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
Section 12	Criteria for Imposition of penalties

11. Bid Submission Form

The Bidder shall complete and submit the Bid Submission Form and Price Schedule by using the form furnished in Section 6 Online. **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 per thousand Answer Books, inclusive of cost of paper, all jobs, related services and all other taxes etc., which their 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 rejected. Conditional bids will not be accepted.

13. Bid Currencies

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 of financial Bids and even afterwards.

15. Earnest Money

- i) Pursuant to Clause 10 of Section 3 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 (ii) of Section 3.
- iii) The Earnest Money will be deposited through online only.
- iv) Any bid from a Bidder, not secured in accordance with Clauses 15 (i) and 15(ii) above will be summarily rejected by the Board's non-responsive, pursuant to Clause 23 of Section 3. 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 Bidders. 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 24 of Section 3 during the period of Bid validity specified by the Bidder on the Bid form; or
 - b. In case of the successful Bidders fails: (i) To sign the contract in accordance with Section 8 (ii) To furnish Performance Security in accordance with Clause 28 of Section 3
 - c. In case of fraudulent and corrupt practices as detailed in Clause 28.
 - d. If a successful bidder has been found incapable of executing the assigned job to the satisfaction of the Board, which may reflect adversely the image of the Board/Govt., the 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 for 365 days from the last date of submission of bid. as specified in the Brief information on Bid Document. Any Bid shown to be valid for a shorter period than the period specified shall be rejected by the Board as non-responsive.
- ii) 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 Bid

- i) The 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.

3D. SUBMISSION OF BIDS

18. Online submission of Bids

Technical and financial Bids are to be submitted online only.

19. Deadline for Submission of Bids

Last date & Time for Bid Submission is mentioned in Brief information on Bid Document.

- i) The Board may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with Clause 8, 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 Bidders to ensure that the Bidding Document is completed in all respects and are uploaded.

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 NIT to attend at the time, date and place specified in the tender documents. In the event of the specified date being declared a holiday for the Board, the Bids will be opened at the appointed 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 its opening and evaluation will be made with respect to 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 the Bidders, whose Technical Bids are found responsive.
- v) The Board will open financial bids of only technically qualified firms and will 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 relating 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 the 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 3, (b) has been properly signed; (c) is accompanied by the required 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, inconsistent with the Bidding Documents, the Board’s rights or the Bidder’s obligations under the Contract; or (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 can not 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 discrepancies 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 nonmaterial nonconformities 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 will be corrected by the Board as follows:
 - (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- 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 3.

3F. 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 Section 3 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 lowest successful bidders quoting equal rates 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 Quantities

- i) At the time of award of contract the Board reserves the right to increase or decrease the quantity of goods by normally up to 50 (Fifty) percent in each subsequent order from quantity originally specified in the Schedule of Requirements and Specification in Section 5 in respect of the additional quantity as per clause 27 of the Conditions of Contract. 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 Answer 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 Answer 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 or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Board's action.

27. Notification of Award and Issue of Supply 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) Upon the successful Bidder furnishing of Contract Form and Performance Security, pursuant to Clause 28 of Section 3 the Board will promptly notify each unsuccessful Bidder and will discharge his/her Earnest Money, pursuant to Clause 15(v) of Section 3.
- iv) Successful Bidders will complete the delivery of awarded goods definitely within prescribed time from the next date of handing over the order letter and delivery of MSS. 02 (Two) days will be given extra for preparation & submission of proofs in the Board's office personally by the Firm by sending a special messenger to avoid delay. Actual period of proof reading taken by boards office will also be given extra. 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 and all other relevant material necessary for starting the job of printing.
- v) The distribution list of Answer books to be supplied will be provided to the printer at the time of 1% random checking at the premises of the firm.

28. Signing of contract and depositing of 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 seven (7) working days of 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.5000/- 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 3 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 a 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 and such 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 if 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

1. TENDER COST

The Tenderers must submit Tender Document cost of 5,000/- Rupees to be deposited through online only. The Bidders will submit Hard copy of deposited of cost of tender document in the sealed envelope of specimens of paper and scanned copy of these hard copy will also submit with the online technical bid.

2. The tenderers must submit Tender document Earnest Money 5,00,000/- Rupees to be deposited through online only. The Bidders will submit Hard copy of EMD in the sealed envelope of specimens of paper and scanned copy of these hard copy will also submit with the online technical bid.

3. MACHINERY / CAPACITY

The Firm must possess at least following Machinery:

S. No.	Name of Machine	Minimum Requisite Number
i)	Line-o-matic ruling Machine Or Manual Ruling Machine MM 30" size	4 10
ii)	Perforation, Drill & Punching Machine	6
iii)	Double colour Web Offset 578 MM/57.8 CM	1
iv)	Paper Cutting Machine	4
v)	Automatic Paper cutting machine (42")	2
vi)	Thread Stitching Machines	20
vii)	Numbering Machines	10

The address of the Firm's Works where the above Machines are located must also be provided. The Board may inspect the Firm's Premises and if any Information is found to be false or misleading than suitable action as deemed fit by the Secretary may be taken.

4. REGISTRATION CERTIFICATES

The firm must provide online copies of the following Registration Certificates:

- i) Press Registration Certificate of the Firm
- ii) Factory/Press ownership of building/ lease Certificate
- iii) GST Number

5. SAMPLES

The following Samples, duly signed and stamped strictly as per the Specifications mentioned on **page 22** and below must be enclosed with the Bid:-

- i) 2 Full Sheets each of Maplitho Paper of 65 GSM for Answer Books & 105 GSM for OMR sheets of Quality as prescribed in the Schedule of requirements and Specifications on Pages **22 to 23**.
- ii) 1 Square Yard Sample of Plastic canvass of Superior Quality to be used for packing of Answer Books After packing of Answer Books every bundle should be stitched properly.
- iii) One full sheet of Craft Paper of 65 GSM to be used for packing of Answer Books.
- iv) One Sample of 32 oz. hard board of good quality to be used in packing of the Bundles of Answer Books.
- v) ½ Meter sample of all three threads to be used in stitching of Ans. Books and bundles of Answer Books

6. FINANCIAL

The firm should have turnover of Rs. 5 Crores in last three each financial Years as follows:

2019-20	Rs. _____
2020-21	Rs. _____
2021-22	Rs. _____

The firm must submit copies of Audited Balance Sheets in support of the above turn over and certificate of satisfactory completion/execution of the printing job will also submit.

7. UNDERTAKING BY THE BIDDER

The bidders will submit an affidavit (Notary Public) regarding following Points on Non Judicial Stamp Paper worth Rs. 100/- to the effect:

- a) "That we have read and understood all the Terms & Conditions given in the Tender Documents and our Firm is financially capable, fulfills the eligibility Criteria for executing the Job and information furnished in the bidding documents is correct to the best of our knowledge and our firm will strictly act in accordance with terms & conditions of the tender."
- b) The Firm possesses sufficient machinery and other infrastructure capable to execute the order in time pertaining to the answer books for which we are bidding. We have also the sufficient godown space for the safe storage of paper required for the 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 Any publication work by the Board of School Education, Haryana / Any other Board/University/Controller Printing work & Stationary Department, Haryana/Govt. of Haryana, NCERT, New Delhi, Printing /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 answer books as shown in the Schedule of requirements.

- e) That we shall supply the answer books within the prescribed time schedule mentioned in the Tender Documents from the next date of receipt of the Print Order. We also agree that if answer books are not supplied as per the Terms and Conditions of the Tender, Board will be at Liberty to impose the penalty as per clauses (B) of section 12 and to forfeit our EMD and Performance Security.
- f) That our Bid shall remain valid for 365 days as specified in the Tender Document from the last date of receipt of Bid.
- g) That our firm is capable of procuring the Paper as per Specifications mentioned in the Schedule of Specifications, of the Tender Documents.
- h) That our Firm will execute within own premises all jobs such as printing, ruling, binding, thread Stitching, holding, cutting, numbering, packing etc. and all infrastructures are available within the firm and no part of work will be Subletted , otherwise the Chairman of Board will have the power to take any action against us, as deemed fit by him.

In case, at any stage, any of the information is found to be incorrect/false or concealed, misleading or our firm does not act according to the requirements of the Tender and instructions of the Board, the Board will have every right to take any action against me/us my/our firm including registration of a criminal case against the firm or proprietors and decision of the Board in this regard shall be acceptable in all manners to the Firm. We undertake to abide by the terms and conditions of the tender, its contents including corrigendum/instructions to be issued and the orders of the Chairman the competent supreme authority regard to all issues before and after issuance of the tender and his order will be binding upon us in all respects.

Deponent

VERIFICATION:

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

Deponent

Section 5

Schedule of Requirements and Specifications

1 SPECIFICATIONS

(i) PAPER SPECIFICATIONS FOR ALL ANSWER BOOKS

“Maplitho” Paper, IS 1848: 2007 (amended up to date) of 65 GSM (ISI mark, BIS-Type A) (manufactured from pulp containing not less than 60% by mass of pulp made from materials other than bamboo, hard wood, soft wood and reed) by mills having minimum daily production of 150 M.T. and the mills having automatic grammage control system are to be used. The Paper must conform to all BIS parameters/specifications. Proof of purchase of paper must be attached with the bills. The other main specifications are as follows:-

(1). Brightness = min 75, (2). Opacity = min 80, (3). Tensile Index CD-min 17, MD min 25, (4) One Minute Cobb-max 25 (5) EBA max 40mm/Sq.m

Note :- 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 type of paper.

(ii) PAPER SPECIFICATIONS OF OMR SHEET (105 GSM, Size 22 X 28 cms)

The Printers are supposed to take additional precaution for printing of OMR sheet for Middle classes.

Following specifications should be used for the OMR sheet :

Paper	:	Preferably JK Maplitho/Bond/Century
Weight (Gramage)	:	Minimum 105 GSM ±IS Standard
Perforation	:	One vertical (As in Cheque book) for separating for counter file
Numbering	:	Auto Web Machine Numbering. Legible Sr. No. on each OMR sheet Bar coding of method code 128. The value for bar code should be equivalent to Sr. No. of the Answer Book to be printed by Auto machine numbering as per Board's direction. In no case manual machine numbering will be accepted and violation of this would be taken seriously.
Stitching	:	Answer Books are to be stitched in white and Red Colour threads, White Colour thread should be used on upper side and Red Colour thread should be used on down side.
Colour	:	Front page-two colours, Back page-Single colour, Senior Secondary : Red & blue
Printing	:	Bar Coded Colour OMR sheet. Pre Scanning of Random sample of OMR sheet shall be got done from the agency who will be engaged for post scanning by the Board. Column for Question No. & obtaining marks to be printed on each & every page as per MSS.
Design		Design with colour scheme will be supplied by the Board
Size		The size of OMR sheet should be same as that of answer book. Cutting /trimming should be at proper right angles parallel to printed matter leaving equal margin on all the three open sides and all OMR sheets should be of equal size.
Time Bar		Timer bar should be in accordance with the designs so that OMR sheets are handled with required efficiency.

Note:- OMR sheet should be readable by all types of scanners.

II. SUBMISSION OF SAMPLES OF PAPER and other material for evaluation of the Technical Bid

The bidders will submit Certified samples of paper showing GSM and packing material (bearing the mark of the dealer/distributor/Miller) before last date or on the last date of submission of bids up to **01.00 PM**

on dated 30-11-2022 in a sealed envelope., addressed to the Secretary, Board of School Education, Haryana , Bhiwani and will deposited it in the office of Deputy Secretary(Publication) **Room no. 10.**

These samples should be certified by the dealer/distributor/Miller. 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, ISI certificate 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 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 of the firm if it seems that firm has used sub standard paper 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 correct and prescribed use of Text Paper by the printer. No printer in any case will use the text paper other than the samples submitted by its firm and approved by the Board without the prior permission of the Secretary of the Board otherwise a very serious view by treating the matter under fraudulent practices can be taken.

1. SENIOR SECONDARY(Aca./open school) EXAM. ANSWER BOOK

No. of Pages 32, Quantity 20,00,000

Answer Books ready size 22X28 cms. 32 Pages including cover of the same paper PRINTED ON BOTH SIDES & last page also printed IN **Blue** ink, BSEH is to be printed on the top of every page of the A/Book as per MSS and holing to be done on the top as per MSS so as to appear on all pages , thread sewn as per sample, one way ruled on all pages with 1½" margin on left & right side and serial numbering with printing machine as per MSS & also page marking 1-32 on each Answer Book and printing each packet giving first and last Sr. No on each packet giving first and last Sr. No in Red colour of Answer Books bundle no. etc. which are to be arranged serially made from Map litho paper, as specification of 23"X36" (58.5X91 cms/17.4 kg 65 GSM/Reel paper width of 91cm, 65 GSM to be used by the firm) above, packed in good quality of Plastic bag with the name of BSEH, Sr.No. of the A/Book duly printed. properly four side packed in bundles of 200 Answer Books (Divide four group of 50-50 Answer Books) each with necessary marka on each bundle duly wrapped with craft paper, keeping a hard board below and above and then tied four corner with plastic rope. Column for Question No. & obtaining marks to be printed on each & every page as per MSS.

SCHEDULE OF SUPPLY

The prescribed time limit will start from the next day of handing over the order letter and delivery of MSS. 02 (Two) days will be given extra for preparation & submission of proofs in the Board's office personally by the Firm by sending a special messenger to avoid delay. Actual period of proof reading taken by boards office will also be given extra. The printer should get the proofs composed neatly and clearly. The ready samples of 150 OMR sheets should be supplied for scanning Ok report. Before undertaking printing/ruling the firm shall supply 3 delete printed samples of Answer Books strictly as per schedule of specifications on the Paper approved by the Board.

Schedule of delivery will be as follows:-

Whole quantity of Answer Books should be ready for delivery within prescribed time from the next date of print order.

The successful bidder will actually start the delivery of printed answer books only after 1% random checking of printed Answer Books by the inspection committee of the board. The firm will inform the Board in writing at least three days prior the date of completion of work ready to deliver the answer books to be supplied.

The whole work of supply of goods is to be completed within 7 days after 1 % random checking of answer books at all **22 Distt.** Head quarters of Haryana in stipulated time, failing which the firm will be liable to imposition of penalty for the late execution of the job as per clause (B) of section -12.

Section 6

Bid Submission Form and Price Schedule

To,

The Secretary
Board of School Education Haryana,
Bhiwani.

Sir,

Having examined the Bidding Documents including Addenda Nos. _____ the receipt of which is hereby acknowledged, we, the undersigned, undertake and offer to supply and deliver the Answer Books at all 22 Distt. Head Quarters of Haryana for the **Sr. Sec. Exams March-2023**.

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 Bank 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 valid for 365 days and will 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 **365 days from the last date of submission of bids**. 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 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 6	Bid Submission Form and price Schedule
Section 7	Conditions of Contract
Section 8	Contract form
Section 12	Criteria for Imposition of Penalties

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 clarify /confirm that I/we at the moment fulfill all the eligibility requirements as per Section 3 And 4 of the Bidding Documents.

Dated this _____ day of _____ 2022

Signature of the Bidder with Seal _____

Name of the Bidder _____

PRICE SCHEDULE

1. SENIOR SECONDARY EXAM ANSWER BOOKS WITH ONE OMR SHEET WITH TWO BAR CODES

No. of Pages of A/Book	Quantity	Time Allowed	Rate per thousand (inclusive of all applicable taxes, cost of paper of A/books and OMR sheets to be used by the firm, for all job related items and services such as packing, Loading & Un-Loading, Freight and other delivery charges etc.) Delivery will be given at all 22 Distt. Head quarters of Haryana by the printer. (Except the rates no extra payment will be made)
32 + One OMR Sheet with two bar codes	20,00,000 Copies	30 days (/March-2023 exam) from the next day of issuance of printing order. Proof 02 days will be given extra for preparation and submission of proof in the Board office & packaging of Answer Books to make ready to supply + 7 days for supply after 1% random checking by the Board's committee.	Rs. _____ (in words) _____

Answer Books ready size 22X28 cms. 32 Pages including cover of the same paper PRINTED ON BOTH SIDES & last page also printed IN **Red** ink, BSEH is to be printed on the top of every page of the A/Book as per MSS and holing to be done on the top as per MSS so as to appear on all pages, thread sewn as per sample, one way ruled on all pages with 1½" margin on left & right side and serial numbering with printing machine as per MSS & also page marking 1-32 on each Answer Book and printing each packet giving first and last Sr. No on each packet giving first and last Sr. No in Red colour of Answer Books bundle no. etc. which are to be arranged serially made from Map litho paper, as specification of 23"X36" (58.5X91 cms/17.36kg 60GSM/Reel paper width of 91cm, 65 GSM to be used by the firm) above, packed in good quality of Plastic bag with the name of BSEH, Sr.No. of the A/Book duly printed. properly four side packed in bundles of 200 Answer Books (Divide four group of 50-50 Answer Books) each with necessary marka on each bundle duly wrapped with craft paper, keeping a hard board below and above and then tied four corner with plastic rope.

Note- Out of the 20,00,000 OMR sheets which are to be used for the 20,00,000 answer-book, 7,75,000 OMR sheets will be provided by the Board to the printing firm (whichever gets the work order). The firm will receive these OMR sheets from the Board along with the work order. The firm will use these OMR Sheets first, and get the remaining number of OMR Sheets printed at their own as the part of this Job and use those OMR sheets for the remaining answer-book. So all the firms are advised/directed to fill their rates according in the view of the given situation/condition.

Signature with seal of firm _____

Name of bidder : _____

Name of the firm _____

Mobile No. _____

Email address _____

Section 7

CONDITIONS OF CONTRACT

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01. Definitions

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

- i) “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 all the attachments and appendices thereto and all documents incorporated by reference therein.
- ii) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- iii) “Contract Price” means the price payable to the Printer/Supplier, as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- iv) “Day” means calendar day.
- v) “Completion” means the fulfillment of total supply of goods as per specifications, by the Supplier in accordance with the terms and conditions set forth in the Contract Tender and the instructions given from time to time, to the entire satisfaction of the Board.
- vi) “COC” means the Conditions of Contract.
- vii) “Goods” means all of the commodities and/or other materials that the Supplier is required to supply to the Board under the Contract.
- viii) “The Board” means the Board of School Education Haryana, Bhiwani.
- ix) "Related Services" and “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services and other obligations of the Supplier covered under the contract;
- x) “Supplier” means the natural person, private or government entity, or a combination of the above and the printer whose Bid to perform the Contract has been accepted by the Board and is named as such in the Contract Agreement.

02. Contract Documents

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

- a) Contract Agreement
- b) Condition of Contract
- c) Schedule of Requirements and Specifications
- d) Bid Submission Form and Price Schedule
- e) Instruction to Bidders
- f) Notice inviting tender
- g) Bank Guarantee for Performance Security
- h) Minutes of Pre-bid meetings if any.

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 Performance Security

- i) **Performance Security/any payment of already lying with the Board is not adjustable towards the performance Security of the present tender.**
- ii) Within 4 (Four) Working days, after the Board's issuance of the notification of award, the Supplier shall furnish Performance Security along with contract form personally to the Board for an amount of 10% of the contract value, valid for a period of 365 days from the date of award of contract. In disputed cases, it will be at the discretion of the Secretary of the Board, to extend the period. It will be the responsibility of the firm to collect the order letter, MSS etc. within the stipulated period personally, otherwise such period shall be counted as delay period and deductions shall be made as specified in penalty clause.
- iii) The proceeds of the Earnest Money & 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 Bank.
- v) In the event of any contract amendment, the Supplier shall, furnish the amendment to the Performance Security, within 7 (Seven) days of such amendment, 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 fraudulent act of the firm for such an act. The MSS, of the Answer books will have to be returned to the Board after supply. **No payment shall be made to the supplier until and unless the whole material as specified in this tender is returned to the Board.**

06. Inspections and Tests

- i) The Board reserves its right to inspect the prescribed material such as Paper or any other materials at any time after placement of order and during the work in progress and may ask for the purchase vouchers and the orders placed with the relevant material manufacturing firms and their relevant documents.
- ii) The inspections of paper/Answer books under print may be conducted by the officers of the Board in the premises of the Supplier. The Firm shall intimate to the Board by fax message/E-mail after purchasing the paper along with purchase bill. In case of non assistance of the firm and/or failure of the firm in having arranged the text paper within 07 days from the placement of the order a penalty @ of Rs.5000/- per visit shall be imposed.
- iii) If at any stage any inspected Goods fail to conform to the specifications, the Board has the 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 07 (Seven) days of intimating such rejection or within the period as specified by the Chairman and the Board will have also the every right to punish the firm in accordance with the provisions of the 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 Goods dispatch from the place of Supplier.
- v) Nothing in Clause 8 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 purchase use of prescribed paper and the Board shall have also the right to check the documentary record of the firm .
- vii) Board may take samples of finished/unfinished A/books at random for technical test checking and may get it tested 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 Answer 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.

07. Packing and Document

The packing of Answer books should be as per specification laid down in Section 5 and 6 (Price Schedule). The packing, marking and documentation within and outside the plastic bags shall comply strictly with such special requirements as shall be provided for in the contract and subject to Clause 9, and in any subsequent instructions made by the Board.

08. Delivery and Documents

- i) Time of delivery of the Answer Books of the prescribed specifications and high quality shall be essence of the contract. The prescribed time limit will start from the next date of handing over the order letter and delivery of MSS. 02 (Two) days will be given extra for preparation & submission of proofs in the Board's office. The penalty will be imposed for late supply as specified in the Schedule of delivery.
- ii) The whole quantity of A/ Books are to be supplied within the scheduled period.

09. Incidental Services

- i) As specified in the Contract Form, the Supplier is required to provide any or all of the following services, including loading/unloading at the point of dispatch and receipt.
- ii) No. additional costs will be borne by the Board towards such services

10. Terms of Payment

The Office will entertain the Bill of supplied goods received in triplicate along with delivery vouchers and two printed samples of each Answer Book and will make effort for making Payment after retaining 30% amount from the Bill. 80% amount of Bill shall normally be paid within 10 working days from receiving the respective quantity/goods. The remaining 20 % amount of Bill shall be paid after receiving of Lab testing report of paper of A/books and OMR sheets and scanning report of the used Answer Books's OMR sheets in said exam & deduction will also be made for mistakes in the remaining un-used Answer Books proportionally & settlement of accounts finally. The Bill will be entertained if it is submitted in Triplicate and accompanied with following Documents:-

- i) Original MSS, all approved Proofs and Art work CD of A/Books.
- ii) Two Printed Samples of each Answer Book.
- iii) Acknowledged delivery receipts from the official of the board.
- iii) An affidavit about that low excuses copies of A/ book have been got printed on 100/-Rs. stamp paper.

11. Prices

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

12. Contract Amendments

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

13. 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) No bidder is allowed to sublet the contract awarded to his firm and not even allowed to get any of the jobs done from any other firm.

14. 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, 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-(B) of Section-12.
- 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 clause in Section-12:—
 - a) Forfeiture of its Earnest Money/ Performance Security and payment of bills.
 - 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 Secretary of the Board 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 Secretary to enter into a fresh agreement to the effect.
- iii) The power regarding extension of time period and for condonation of delay will be absolutely at the discretion of the Chairman of the Board.

15. Termination of contract 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 16(iii) of Section 7 or
 - (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 condition of the tender.

- ii) In the event the Board terminates the contract in whole or in part, pursuant to Clause 16 (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 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.

16. 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.

17. 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. After termination of Agreement/Contract with the 1st bidder, the Secretary/Chairman have right to assign the work to the other bidder, if other bidder agree/willing to do the work at the same rate code by the 1st bidder.

18. Work Order

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

19. Resolution of Disputes

The dispute resolution mechanism to be applied shall be as follows

- i- The Board and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- ii- If, after such informal negotiations, the Board and the Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified in clause 19 (iii) and 19 (iv)
- iii- Arbitration

(a) i- A dispute or difference arising between the Board and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference is mandatory to be referred to the sole arbitration by the Chairman, Board of School Education, Haryana or his nominee 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. The venue of arbitration shall be within the discretion of the arbitrator to be appointed by the Chairman.

(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. Only after award of arbitration a firm can approach for the courts of law and the legal jurisdiction for this purpose will be Bhiwani, Haryana.

20. Governing Language

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

21. 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 by Regd. Post/E.mail/FAX. The notice will be effective when delivered. In case the other party refuses to accept the notice, the notice shall be deemed to have become effective one week after the date of dispatch through registered post.

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

The Board reserves the right to place additional order as per requirement of Board with the supplier on the same rate and terms and conditions any time between the award of contract within 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 Board 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.

23 Taxes and Duties

The supplier shall be entirely responsible for all taxes,, duties, octroi, road permits etc.

24. Any point not covered under the terms & conditions of the tender.

For any of the points 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 bidders.

Section 8

CONTRACT FORM

(On One Hundred Rupees Stamp Paper)

THIS AGREEMENT made the day of, 2022 between the Board of School Education, Haryana (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 to get certain Answer Books manufactured and has accepted a bid by the Supplier for the supply of those Answer Books 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 and be read and construed as part of this Agreement, viz.:

Section 1	Brief information on Bid document
Section 2	Invitation for Bids
Section 3	Instructions for Bidders
Section 4	Qualification Criteria
Section 5	Schedule of Requirement and specification
Section 6	Bid submission form and price schedule
Section 7	Condition of Contract
Section 8	Contract form
Section 12	Criteria for imposition of Penalties

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.
5. All terms and conditions of Tender documents shall forms as a part of this agreements

Signatures and seal of the Supplier

Secretary
Board of School
Education Haryana
Bhiwani-127021

Full Name _____
Telephone No. with STD Code _____
Mobile No. _____
E-Mail _____
Full Address _____

Pin Code _____

Section 9

Form for depositing Performance Security/BANK GUARANTEE

(Please see clause 06 (part-3) of Sec-3 of conditions of contract and clause 27(ii) of Section 3)

(For Performance Security)

Date:

Bank Guarantee No. :

Amount 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

(Herein after referred to as THE BANK) in favour of Secretary, Board of School Education Haryana (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 having agreed to award contract for supply

of printed books on M/s..... (hereinafter called the said contractor) undo

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/Wefurther agree that the guarantee herein contained shall be in force and effect up to unless a demand or claim under this guarantee is made on us in writing on or before..... We shall be discharged form all liability under this guarantee thereafter.

Name & Address of the Bank.....

.....

Signatures with seal of the supplier

Name

Tel. No.

Mobile No.

E- Mail.....

Fax No.

PAN No

Full Address with pin code.....

.....

.....

Signatures with seal of Bank Manager.....

Name of Manager-----

Tel. No. -----

Fax No. -----

Email -----

Section 10

Notification of Award

(Letter to the successful tenderer regarding Depositing Performance Security and Agreement etc.)

To

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

.....

.....

Dear Sir,

This is to notify you that your Bid dated thefor the 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 Performance Security, in the form detailed in clause of 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 up to [insert the period], i.e. valid up to [insert the last date of validity] and sign the contract, failing which action as stated in Clause of Instructions to Bidders will be taken.

Asstt. Secretary (Publication)
for Secretary.

SECTION 11

(Please see Clause (II) of Section-5

Bidder's UNDERTAKING

(On One Hundred Rupees Stamp Paper)

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

Dear Sir,

I/We(Name of the Mill), who are ISI certified, established and reputed manufacturers of.....(name and description of goods offered) having manufacturing unit at (address of Regd. Office) and are manufacturing the prescribed paper as per specifications of the tender advertised by the Board of School Education Haryana for printing and supply of answer books for the said exams. Our minimum daily production is 150 M.T. (since last three financial years excise clearance certificates enclosed) and we have got automatic gram mage system in our Mill and we do hereby authorize M/s (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above tender.

M/sare hereby authorized to bid and we are in contract for the above goods to be manufactured by us, against this specific tender. Accordingly we are hereby issuing to the aforesaid firm, ten sheets each of the certified samples of the prescribed paper, along with lab test report of the Mill (and also ISI certificate of the Mill) for its further submission by the firm to the Board and for approval of these samples.

We both the manufacturers/firms hereby legally bound ourselves and extend our full guarantee and warranty as per Clause 13 of the Conditions of Contract for supply of the goods and services offered by the above firm as well as by us against this tender.

DA: as above

Yours faithfully,

(Counter signatures
of the authorized signatory
of the bidding firm)
with seal.

(Signatures of the authorized signatory)
(Name of manufacturers with seal)

***Note:**-- This document should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer and the bidder. It should be included by the Bidder in its bid along with the Lab. Test reports and the certified samples of paper etc. as detailed above.

SECTION 12

Criteria for Imposition of Penalties

(A) Paper Quality:

- (i) For use of prescribed A/Book Paper but exceeding the permissible tolerance of the substance i.e. ± 2.5 % in case of paper & ± 5 to 8 % in case of OMR (as laid down by B.I.S) the deduction from the bill of the printer shall be made on the basis of the cost of the less consumed paper + 100% surcharge taking into account the total of less gram mage and permissible tolerance on total number of Answer books received.
- (ii) If it is found that a printer has used un prescribed/substandard paper, the whole supply can be rejected by the Chairman and the printer will have to resupply the Answer books free of cost within 10 days or within the time period as prescribed by the Chairman or the firm will have to act as per action ordered by the Chairman, failing which the Secretary reserves the right to forfeit the performance security and black-list the firm, besides imposition of any other penalty as deemed by him.
- (iii) For all other deficiency found in the test report a penalty @ 0.50% per deficient para-meter of the test norms of BIS on the total payable amount will be imposed on the printers/suppliers up to 10 points and if it is over 10 points, penalty rate would be 1% of the total payable amount.

(B) For delay:-

- A) For delay up to 5 days = 5% of the value of the amount payable for Remaining Quantity.
- B) For delay up to 10 days = 10% of the value of the amount payable for Remaining Quantity.
- C) For delay up to 15 days = 20% of the value of the amount payable for Remaining Quantity.
- d) For delay beyond 15 days= 30% of the value of the amount payable for Remaining Quantity.

Besides above, the Chairman reserves the right to cancel the supply order in case the supply order is not honored and the work is not completed within the prescribed time limit, forfeit the entire amount of Earnest Money/Performance security, blacklist the firm and allot the work to any other party and recover the difference of cost what-so-ever in getting the goods manufactured and In case the firm does not start submitting the proofs within 3 days after placing the order action as deemed fit by the Chairman will be taken against the bidder.

(C) Printing:

Deduction at the following rates will be made in case of printing of A/Books & OMR Sheets on the whole lot.

- 1) For printing mistake, Poor quality of printing, On account of loose stitching/ threading of answer books, Reg. holing defects---- 10 paise per mistake
- 2) Reg. numbering misprint -----Rs. 5/- per mistake
- 3) Reg. short supply/missing answer books in bundles----- Rs. 10/-per missing answer books for the whole lot.
- 4) Torn answer books for the whole lot.....Rs. 10/-per Answer Book / Replacement of new answer books.
- 5) In case of short size of A/books, penalty @ 1% of the total bill amount will be imposed whole lot.
- 6) Unreadable OMR penalty Rs. 5/- per Answer Book/ Replacement of new answer books.
- 7) Non Sewing of answer book's bags Rs. 5/- Per bag. / Replacement of new answer books.

(D) Packing

If the supplier has used sub standard packing material penalty for the whole lot shall be imposed 5/- Rs. Per packet.

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

If a printer does not submit the contract form and Performance Security within seven (7) working days after the Board's issuance of the notification of awards, in such cases penalty @ Rs. 5000/- per day for next three working days will be imposed and thereafter it will be at the discretion of the 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.

(F) 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 penalty of Rs. 5000/- per visit shall be imposed.

(G) Penalty for unspecified defects:

For any defects of the nature not specified in the tender, it will be at the discretion of the Chairman of the Board, to impose the penalty as per merit of the case/as deemed fit by him and orders of the Chairman shall be final and binding.

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

Earnest money and/or performance security, and/or full/part payment can be forfeited in case of corrupt and fraudulent practice exercised by the bidding firm as detailed in clause -28 of Section-3 or in case of incapability of the firm to execute the job which may reflect the reputation of the Board /Govt. adversely.

(I) Penalty for non return of MSS /Proofs and Art work CD etc.

In case of non submission of documents as specified in clause 10 of Section-7 (II-a), the bill of the printer for payment will not be processed. If any printer does not return the Proofs/MSS etc. to the Board with his bill, a penalty @ Rs.10,000/- per item shall be imposed Art work CD.

(J) Risk and Cost Clause

If the firm fails to supply the answer book within stipulated period then the Board have right to print the answer books from other firm in emergent situation on higher rates in that circumstances the difference of higher rates will be borne by the firm.

(k) Chairman of the Board shall have the power:

- a) To increase/decrease the quantum of penalty specified in this tender as deemed fit.
- b) To impose penalty in case of nature of mistakes not covered in this tender.
- c) 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.

In above regards, the decision of the Chairman of the Board will be final and binding.

SECTION-13

The Bidder are advised to Check before submitting online tender that they have attached below mentioned documents with the tender

1.	Scanned copy of Hard copy of deposited cost of tender documents rupees 5,000/-
2.	Scanned copy of Hard copy of deposited Earnest money Rs. 5,00,000/-
3.	Scanned copies of Certificate of satisfactory completion/execution of the work allotted to the firm in the last three years from the consumer. Photo copies of work orders are not acceptable under section 4.
4.	Undertaking of the Bidder under section 4.
5.	Press Registration Certificate of the Firm under section 4.
6.	Factory / Press ownership of building Certificate under section 4.
7.	GST Number under section 4.
8.	Turnover of Rs. 5 crore for the last three financial years. Trading Account, Profit & loss account & balance sheet.
9.	List of machinery & daily production capacity of No. of Answer Books.
10.	Certificate by the firm that the firm never disqualified/blacklisted/debarred.

Note:- 1. The bidders will submit Certified samples of paper showing GSM and packing material (bearing the mark of the dealer/distributor/Miller) before last date or on the last date of submission of bids up to 01.00 PM on dated 30-11-2022 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 deposited of EMD and cost of tender document are also to be placed in the above sealed envelope with samples of paper.

2. All documents to be submitted along with the online bid are to be page numbered arranged as per check list and an Index thereof is also to be placed right below the forwarding letter of the firm.

-sd-
Secretary