

# BOARD OF SCHOOL EDUCATION HARYANA BHIWANI

Website: [www.bseh.org.in](http://www.bseh.org.in)

Tender Notice No. BSEH/TENDER/2024/01

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

Dated 10-02-2024

Tender Fee: 1000/-

## Board of School Education Haryana, Bhiwani



### **BID DOCUMENT FOR PRINTING AND SUPPLY OF STATIONERY ITEM FOR THE YEAR 2024**

Secretary  
Board of School Education  
Haryana, Bhiwani-127021  
(Ph. 01664-243336, Fax: 01164-241611)

Signature of bidder with Seal & Address

# BOARD OF SCHOOL EDUCATION HARYANA BHIWANI

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## BID DOCUMENT

### FOR PRINTING AND SUPPLY OF STATIONERY ITEM FOR THE YEAR 2024

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## SECTION-1

### BRIEF INFORMATION ON BID

|   |  |                  |
|---|--|------------------|
| Tender No.  | BSEH/TENDER/2024/01  | Dated 10-02-2024 |
| Mode of Bid submission  | Online Through<br><a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>  |                  |
| Time for Completion   | 07 days from the next day of issuance of work order. 02 days will be given extra for preparation & submission of proof in the Board Office. Time taken by this office for proof reading is excluded in said time period. |                  |
| Last Date and time of Bid submission  | 21-02-2024 up to 11:00 AM  |                  |
| Date and time of opening of Technical Bids                                  | 21-02-2024 at 11:30 AM   |                  |
| Date and time of opening of Financial Bids                                  | 21-02-2024 at 03:00 PM   |                  |
| Date and time of opening of financial bids for technically qualified bidder | After opening of Technical Bids  |                  |
| EMD   | Rs. 20000/- (Rupees Twenty Thousand only)  |                  |
| Cost of Tender Document   | Rs. 1000 + E-Service fee   |                  |
| Validity of Bid   | The contract would initially be for a period of one year which may be extended on year to year basis for a maximum period of two years.  |                  |
| Material to be supplied at  | Publication Store,<br>Board of School Education Haryana , Bhiwani  |                  |
| Approximant cost of project   | 10,00,000 ( Ten Lac.)  |                  |
| Board's G.S.T. NO.  | <b>06AAALB0940Q1Z4</b>   |                  |

**Note:-** Hard copy of depositing E.M.D. and cost of tender document are to be placed in the sealed envelopes 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 E.M.D. and cost tender document are to be submitted along with the online technical bid also.

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## Short Term Notice Inviting e-Tender

### PRINTING AND SUPPLY OF STATIONARY ITEM FOR THE YEAR 2024

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 Stationery item.

For participation in the bid, agencies will fill the complete tender form available at the Board's Website <http://www.bseh.org.in> and <http://etenders.hry.nic.in> as per schedule as given in Critical Date Sheet as under. Interested agencies may download the tender document from Board's Website <http://www.bseh.org.in> (for perusal/reference only):

#### CRITICAL DATES

| Subject                   | Date and Time            |
|---------------------------|--------------------------|
| Bid Document Download     | 10-02-2024 at 11:00 AM   |
| Bid Submission Start Date | 10-02-2024 at 11:00 AM   |
| Bid Submission End Date   | 21-02-2024 upto 11:00 AM |
| Technical Bid Opening     | 21-02-2024 at 11:30 AM   |
| Financial Bid Opening     | 21-02-2024 at 03:00 PM   |

Bids should be submitted only in online mode at website: <http://etenders.hry.nic.in>

Any amendment/correction in the Tender Document will be done by the Board Authority through <http://etenders.hry.nic.in>. Prospective bidders are requested to regular visit/check the Board's website. The cost of bid document is Rs 1000/- (Rupees One Thousand only) which is non-refundable and Earnest Money Deposit is 20,000/- (Twenty Thousand only) be submitted online in favour of Secretary Board's Account Number through RTGS (Real Time Gross Settlement) and the Proof of Deposited Slip should be enclosed/uploaded with the tender document.

Bids submitted through online mode or in incomplete shape or beyond the stipulated period shall be summarily rejected. The Competent Authority of the Board reserves the right to accept or reject any or all tenders without assigning any reason thereof. Conditional tender will not be accepted. The Technical Bids/Financial Bids shall be opened by the committee authorized by the Secretary/Chairman for this purpose in the Board's Committee Room in the presence of the bidder who wish to remain present. Financial Bids will be opened only of those bidders who will qualify in Technical Bid.

For any query/clarification/difficulty regarding tendering process flow, please contact us on

Address:

Assistant Secretary (Tender Cell)  
Board of School Education Haryana, Bhiwani  
127021  
E-mail: [tendercell@bseh.org.in](mailto:tendercell@bseh.org.in)  
Mob. No. 9729095120, 9306157172

Sd/-  
Dy. Secretary (Tender Cell)  
for Secretary

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e-Tender is invited as mentioned in Section-2 for Stationery Item in a 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)

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

The Bidders can submit their tender documents online only as per the dates mentioned in the key dates.

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## 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 | 10-02-2024<br>11:00 AM                  | 21-02-2024 up to<br>11:00 AM             |
| 2.     | Opening of Technical Bids                           | _____  | 21-02-2024 at 11:30 AM                  |  |
| 3.     | Opening of Financial/Price-Bids of Eligible Bidders | _____  | 21-02-2024 at 03:00 PM                  |  |

### Important Note:

- 1) The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder fails 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 11:00 hrs on Dated 21-02-2024

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 11:30 hrs on 21-02-2024, 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.

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## **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 downloaded from website <https://etenders.hry.nic.in> and Board website [www.bseh.org.in](http://www.bseh.org.in) .
3. The bidders are strictly advised to follow the 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 online 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> .

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## IMPORTANT NOTES:—

- 1. The price of this tender document is Rs. 1000 + (E-Service Fees) non-refundable which is to be deposited through online only.**
- 2- The Bids must be accompanied with an Earnest Money of Rs 20,000/- (Twenty thousand only ) which is to be deposited through online only.
- 3- The technical bids shall be opened at 11.30 A.M. on 21-02-2024 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 Stationery Item 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- The contract would initially be for a period of one year which may be extended on year to year basis for maximum period of two years.
- 8- The time for delivery of the Stationery Item is mentioned in Section-2 which will be treated from the next day of issuance of work order letter. 02 days will be given extra for preparation & submission of proof in the Board Office. Time taken by this office for proof reading is excluded in the said time period.
- 9- The delivery of the Stationery Item shall be made at Publication Store, Board of School Education Haryana, Bhiwani by the Bidder.
- 10- In case of any 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 19 (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).
- 11- The Board's Address is :—**  
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 Mobile Numbers:-

|                                   |            |
|-----------------------------------|------------|
| Assistant Secretary (Publication) | 9813601733 |
| Superintendent (Publication)      | 9466568111 |



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## SECTION 2

### Invitation for Bids

The Secretary, Board of School Education Haryana, Bhiwani invites Bids, complete in all respects as per Tender document contents from the eligible bidders for the supply of stationery Item of printed with make of paper as specified below in Table – A

**TABLE- A**

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

| Sr. No. | Name of item & Description | Size & Printing  | Quantity | Time allowed | Prescribed paper BIS Specification to be used  |
|---------|----------------------------|--|----------|--------------|--|
| 1       | G-17(S)<br>Envelope        | 18"x14" ready size<br>BP -1", CP=1½", flap = 2½"<br>Extra, single side printing<br>as per MSS. Muslin cloth is<br>to be pasted inner side of<br>the envelopes. | 70,000   | 07 days      | i) Craft Paper of 100 GSM, "A" Grade<br>paper of reputed Mill to be used by the<br>printer.<br><br>ii) Superior Muslin Cloth (24"×38")<br>to be used by the printer. |

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## SECTION 3 INSTRUCTIONS TO BIDDERS Tables of clauses

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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 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 Stationery Item 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.

### **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 Bidders will submitted with cost of tender document and earnest money in the shape of online for the amount mentioned in Section-1 of, Brief information on as per not in section mentioned below 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

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- Section 3.0 Instructions to Bidders
- Section 4.0 Qualification Criteria
- Section 5.0 Schedule of Requirements and Specifications
- Section 11 Undertaking by Paper Mills/distributor/dealer.

## 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.**

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## 10. Documents Comprising the Bid

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

| <i>Section</i> | <i>Particulars</i>                          |
|----------------|---|
| 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, inclusive of cost of paper and other material, all jobs, related services and all other taxes etc., which their firm proposes to supply under the contract. No Extra payment will be made for any job related service/Tax/Octroi.
- ii) **Bid Prices will not be adjusted for any unconditional or conditional discount offered by the Bidder and such bids are liable to the 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.

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## 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 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.
- 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 29.
  - 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) The contract would initially be for a period of one year which may be extended on year to year basis for a maximum period of two years 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 separate bids.

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- 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 successfully.

## **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

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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 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 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:



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- (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.
- v) L-1 will be decided as per Item.

### **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 Specification in Section-6 in respect of the additional quantity as per clause 22 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 Stationery Item 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 stationery Item after approval of rates by the Board Office lastly and in such cases the time period of printing and supply of stationery Item or its extension will also be decided by the Chairman.

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## **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 day of handing over the work order and delivery of MSS. 02 days will be given extra for preparation & submission of proof in the Board's Office personally by the Firm by sending messenger to avoid delay. Time taken by this office for proof reading is excluded in said time period. 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 & manufacturing.

## **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 02(two) 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.2000/- per day 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 on L-1 Rates or call for new Bids.

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## 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-12 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 which does 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.

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## Section 4

### Qualification Criteria

#### 1. TENDER FEE

The Bidders must submit tender document cost of Rs 1000 + (E-Service Fee) to be deposited through online. The Bidder will submit hard copy of deposit of cost of tender document in the sealed envelope of specimens of paper and scanned copy of these hard copy will also submit with online technical Bid.

#### 2. EARNEST MONEY

The Bidders must submit tender document earnest money of 20,000/- Rupees to be deposited through online. The Bidder will submit hard copy of deposit of EMD in the sealed envelope of specimens of paper and scanned copy of these hard copy will also submit with online technical Bid.

#### 3. REGISTRATION CERTIFICATES

The firm must provide copies of the following Registration Certificates:

- i) GST Registration Certificate.
- ii) Registration certificate of the Firm.
- iii) PAN of firm

#### 4. SAMPLES

All the bidders are required to attach 01 (One) full sheet (folded) of samples of each paper to be used in the printing of Stationery Item with the Technical Bids. Each sample of paper should also be duly stamped and signed by the Bidder indicating: (a) the firm's name and address along with seal mark of the dealer/distributor/Miller of the paper marketed / manufactures. The samples of Muslin cloth to be used in cloth lined envelopes should also be enclosed with the Technical Bid.

#### 5. UNDERTAKING AS PER SECTION-11

The bidding printers will furnish an undertaking (Section-11) 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.

#### 6. FINANCIAL

The firm must have Annual turnover of Rs. Ten Lakh in last three financial Years

|           |           |
|-----------|-----------|
| 2020-2021 | Rs. _____ |
| 2021-2022 | Rs. _____ |
| 2022-2023 | Rs. _____ |

#### 7. CERTIFICATES OF SATISFACTORY

The firm will submit certificates of satisfactory completion/execution of the printing job work allotted to the firm in the last three years.

#### 8. UNDERTAKING BY THE BIDDER

The bidders will submit an undertaking/declaration on One Hundred Rupees Stamp paper attested by Notary Public.

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- a) "That we have read and understood all the Terms & Conditions given in the Tender Documents and our Firm 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 document and our firm is financially capable to execute the work.
- b) The Firm possesses sufficient machinery and other infrastructure capable to execute the order in time pertaining to the allotted Item for which we are bidding. We have also the sufficient godown space for the safe storage of paper required for the printing of the Item and storage of the printed material.
- c) That our firm has never been disqualified/Blacklisted/Debarred for printing & Supply of any publication work by the Board of School Education, Haryana/Any other Board/University/Controller Printing work & Stationery Deptt., Haryana/Govt. of Haryana, NCERT, New Delhi, Printing Board/Agency/Any semi Govt. Board in India/any State Govt./Central Govt.etc. nor any such action is in process against the firm
- d) That we shall supply the required quantity of the item/s within stipulated time period.
- e) That we shall supply the allotted Item within the prescribed time schedule mentioned in the Tender Documents from the date of receipt of the Work order. We also agree that if allotted Item are not supplied as per the Terms and Conditions of the Tender, Board will be at Liberty to forfeit our EMD and Performance Security and to impose the penalty as deemed fit by the Chairman of the Board.
- f) The contract would initially be for a period of one year which may be extended on year to year basis for a maximum period of two years. as specified in the Tender Document from the last date of receipt of the 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 use the presented WPP/craft paper/Muslin cloth etc..
- i) That we will furnish the copies of purchase bills of paper, labels of the paper supplied by the mills along with the invoice.

We undertake to abide by the terms and conditions of the tender, its contents including addendum/corrigendum/instructions to be issued after issuance of the tender and the orders of the Chairman, the competent supreme authority regarding to all issues 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

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## Section- 5

### Schedule of Requirements and Specifications

#### I. PAPER SPECIFICATIONS FOR THE ITEM

Craft paper of GSM required for the Item shown in the schedule of specifications Section-6 and as per BIS specification. The Paper must conform to BIS parameters/ specifications.

*Note:-* Paper must be of best quality and fit for writing as well as printing purpose and of uniform formation with fair smoothness and reasonably free from specks, sieves, holes and other blemishes and the paper must conform to the necessary parameters and criterion, as laid down by the Bureau of Indian Standards for the above type of paper.

#### II. SAMPLE OF PAPER

All the bidders are required to attach 01 (one) full sheets (Not small pieces) (folded) of samples of each paper to be used in the printing of Item and sample of muslin cloth for use of cloth lined envelopes with the Technical Bids. Bidder can submit certified samples of reputed 'A' Grade Paper mills like 1. Star Paper Mills. 2 Andhra Paper Mills. 3 Ballarpur Paper Industries Ltd. 4. Hindustan Paper Corporation Ltd. 5. J.K. Paper Mills. 6 Orient Paper Mills. 7. West Coast Paper Mills etc. Samples of paper submitted with the bid and the finished goods will be got tested from the paper laboratory to ensure the use of correct and prescribed paper by the firm. No firm in any case should use the paper other than the samples submitted at the time of submission of tender. However the firm can use prescribed paper of another Mill with the prior approval of the Board otherwise a very serious view by treating the matter under fraudulent practices can be taken.

#### III. SCHEDULE OF SUPPLY

The prescribed time Period will start from the next day of handing over the order letter and delivery of MSS. 02 days will be given extra for preparation & submission of proof/material etc in the Board's office personally by the Firm by sending a special messenger to avoid delay. Proof reading time will be given extra. Schedule of delivery will be as follows:

Whole quantity delivery within the prescribed time limit after allotment of work order/M.S.S. The whole work is to be completed and goods supplied in stipulated time, failing which the firm will be liable to imposition of penalty for the late execution of the job on the part job executed late, payable as per Section-12.

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## SECTION 6

### Bid Submission Form & Price Schedule.

To

The Secretary  
Board of School Education Haryana  
Bhiwani

Sir,

Having examined the Bidding Documents including Agenda Nos. \_\_\_\_\_ the receipt of which is hereby acknowledged, we, the undersigned, undertake and offer to supply and deliver Stationery Item for the year \_\_\_\_\_.

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/Board Receipt/Online / FDR in the name of Board Secretary in a sum equivalent to 10% of the Contract Price for the due Performance of the Contract, in the form prescribed by the Board validity for the contract would initially be for a period of one year which may be extendable on year to year basis for a maximum period of two years and the same will be submitted within five days along with the Contract Form.

I/We agree to abide by this Bid for the Bid Validity period of the contract would initially be for a period of one year which may be extendable on year to year basis for a maximum period of two years. from the date of opening of Technical 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 part of the Bid.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

(Signature)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
(With Stamp)

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## Price Schedule

### Board of School Education Haryana, Bhiwani

#### SCHEDULE OF SPECIFICATIONS FOR PRINTING & SUPPLY OF STATIONERY ITEM FOR THE YEAR 2024.

| Sr. No. | Name of item & Description | Size & Printing  | Quantity | Time allowed | Prescribed paper BIS Specification to be used   | Rates to be quoted Inclusive all taxes etc. and delivery at Board's godown at Bhiwani |
|---------|----------------------------|--|----------|--------------|---|---|
| 1       | G-17 (S) Envelope          | 18"x14" ready size BP -1", CP=1½", flap = 2½" Extra, single side printing as per MSS. Muslin cloth is to be pasted inner side of the envelopes.. | 70,000   | 07 days      | i) Craft Paper of 100 GSM, "A" Grade paper of reputed Mill to be used by the printer.<br>ii) Superior Muslin Cloth (24"×38") to be used by the printer. | Rs _____<br>In words _____  |

NOTE:- The delivery period of the Item from the next date of work order has been shown in Section-1, Brief information on bid. Time taken by this office in proof reading is excluded in the said time period.

Signature-----

Name of firm-----

Mobile No-----

PAN No.-----

Email -----



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## Section 7

### CONDITIONS OF CONTRACT

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## **CONDITIONS OF CONTRACT**

### **01. Definitions**

- i) In this contract, interpretation of terms will be as follows:—
- ii) “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.
- iii) “Contract Documents” means the documents listed in the Contract Agreement, including any amendment thereto.
- iv) “Contract Price” means the price payable to the Printer/Supplier, as specified in the Contract Agreement, subject to such additions and adjustments there to or deductions there- from, as may be made pursuant to the Contract.
- 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) “Goods” means all of the commodities and/or other materials that the Supplier is required to supply to the Board under the Contract.
- vii) "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;
- viii) “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 Bids
- g) Bank Guarantee or Performance Security

### **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

# BOARD OF SCHOOL EDUCATION HARYANA BHIWANI

Website: [www.bseh.org.in](http://www.bseh.org.in)

Tender Notice No. BSEH/TENDER/2024/01

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

Dated 10-02-2024

## 04 Specification and Standard:-

The goods supplied under this contract shall conform to the standard mentioned in the specifications and standards mentioned in the schedule of requirements and specification

## 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 02(two) days, after the Board's issue 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, validity of the contract would initially be for a period of one year which may be extendable on year to year basis for a maximum period of two years from the date of award of contract. In disputed cases, it will be at the discretion of the Chairman 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 from Board's office otherwise such period shall be counted as delay period and deductions shall be made as specified in penalty clause.
- 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) In the event of any contract amendment, the Supplier shall furnish the amendment to the Performance Security within 02(two) days of such amendment, rendering the same valid for the contract, as amended.
- v) The Performance Security will be released only after the final payment of the bill.
- vi) 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 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, proofs and whole material as specified in this tender have to be returned to the Board otherwise payment bill will not be processed.

## 06 Inspections and Tests

- i) The Board reserves the 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 of Item under print may be conducted by the officers of the Board in the premises of the Supplier. In case of non assistance of the firm and/or failure of the firm in having arranged the paper a penalty of @ of Rs.5000/- per visit in addition to the actual expenditure incurred by the Board on visiting the firm shall be imposed.
- iii) If at any stage any inspected Goods fail to conform to the specifications, the Board has the 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

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period as specified by the Chairman and the Board will have also the right to any action against 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 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 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 allotted Item at random for technical test checking and may get it tested in all respects from any reputed lab/labs. or the Official Machine. The supplier will bear the cost of such lab tests.
- viii) Physical verification of firm can be done by board before or after giving the work order.

## **07 Packing and documents**

The packing of stationery Item should be as per specification laid down in section-5

## **08. Delivery and Documents**

- i) Time of delivery of the Item of the prescribed specifications and high quality shall be essence of the contract. The prescribed time limit for the job will begin next day from the date of issuance of the order letter and 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.

## **09. Incidental Services**

- i) As specified in the Contract Form, the Supplier is required to provide all work related services, including loading/unloading at the points of dispatch and receipt. No extra payment will be made by the Board except of Rates given by the bidder.
- ii) No. additional costs will be borne by the Board towards such services

## **10. Terms of Payment**

The Office will entertain the Bill received in triplicate along with delivery vouchers and printed samples and will make effort for making Payment after retaining 20% amount from the Bill. 80% amount of Bill shall normally be paid within 30 working days after delivery of respective whole quantity. The remaining 20 % amount of Bill shall be paid after receipt of the following Documents:-

- i) Original MSS and all approved Proofs
- ii) Acknowledged delivery receipts from the official of the Board.
- iii) An affidavit required as per Section-11(A)

## **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.

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## 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 Section-12 criteria for imposition of Penalties.
- 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 Secretary / 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 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 such 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 Chairman to enter into a fresh agreement to the effect. All powers with regard to this issue rest with the chairman. No representation regarding extension in time shall be entertained after completion/cancellation of work order.
- iv) The power regarding extension of time period and for condoning the delay will be absolutely at the discretion of the Chairman of the Board, whose decision shall be final and binding in all respects.

## 15. 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, can 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.

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(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 pay 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 Earnest Money, 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 1<sup>st</sup> 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 by the 1<sup>st</sup> 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).

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## iii- : Arbitration

|     |  |
|-----|--|
| (a) | 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 by Regd. Post, FAX and E-mail 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 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 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 up to 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 on lower rates 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 Board's Chairman shall be the final competent authority, whose orders shall be final and binding for one and all.

## 25. Negotiation with the firms will be done strictly as per Govt. Guidelines for the tenders.

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## Section 8

### CONTRACT FORM

(On Hundred Rupees Stamp Paper)

THIS AGREEMENT made on the ..... day of ....., 2024 between the Board of School Education of 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 Item manufactured and has accepted a bid by the Supplier for the supply of those Item 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    |   |
|------------|---|
| Section 1  | Bidding Data sheet/Notice inviting Tender |
| Section 2  | Invitation for Bids                       |
| Section 3  | Instructions for Bidders                  |
| Section 4  | Qualification Criteria                    |
| Section 5  | Schedule of Requirement and specification |
| Section 7  | Condition of Contract                     |
| Section 8  | Contract form.                            |
| Section 11 | Affidavit                                 |
| 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 agreement.

Signatures with seal of the Supplier/Bidder

Full Name .....

Tel. No with STD Code .....

Mobile No .....

FAX No .....

E-mail .....

Full Address .....

.....



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Dated 10-02-2024

## Section 9

### FORM FOR DEPOSITING BANK GUARANTEE (OR 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 Item 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/We .....further 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/Bidder

Full Name .....

Tel. No. ....

Mobile No.....

Fax No. ....

Email address.....

PAN No. ....

Full Address .....

Signatures of Bank Manager (with seal).....

Full Name of Bank Manager.....

TelephoneNo.....

Mobile No.....

Fax No. ....

Email address.....

**Note:-** Bidder can submit 10% Performance security in form of Bank GUARANTEE / Board Receipt / Online/ FDR in the name Board Secretary.

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Dated 10-02-2024

## Section 10

### Notification of award

(Letter to the Successful bidder 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 the .....for 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 the Secretary, Board of School Education Haryana Bhiwani.

You are hereby requested to furnish Performance Security with in seven working days, in the form detailed in clause 28 (ii) of Section 3F..... 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 from ..... [insert the period], i.e. valid up to ..... [insert the last date of validity] and sign the contract as per contract form available in the tender documents within above mentioned days failing which action as stated in Clause 28(ii),(iii) of Section 3F ..... of Instructions to Bidders will be taken.

Assistant Secretary (Publication)  
for Secretary

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Dated 10-02-2024

## SECTION 11

(Please see Section-5

### **Bidder's UNDERTAKING**

**(On One Hundred Rupees Stamp Paper)**

No.....

Dated.....

Dear Sir,

I/We .....(Name of the Mill/distributor/dealer ), who are established and reputed manufacturers/distributor/Dealer of ..... (name and description of goods offered) having at ..... (address of Regd. Office) and are manufacturing/distributor/dealer the prescribed paper as per specifications of the tender advertised by the Board of School Education Haryana, Bhiwani for printing and supply of Stationery item.

M/s ..... are hereby authorized to bid and we are in contract for the above goods to be manufactured/distributor/dealer by us, against this specific tender. Accordingly we are hereby issuing to the aforesaid firm, one sheets each of the certified samples of the prescribed paper for further submission by the firm to the Board and for approval of this sample.

We both the manufacturers/firms hereby legally bound ourselves and extend our full guarantee and warranty as per 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/distributor/dealer with seal)

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Dated 10-02-2024

## Section-11(A)

Specimen of Affidavit to be submitted by the bidder with the Bill  
(On One Hundred Rupees Stamp Paper attested by Notary)

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 Documents by the Board for manufacturing the assigned Item/s.
- 2) That no excess copies of assigned Item have been printed.
- 3) That if short/defective Item, 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.
- 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 in any fact comes to the notice to this effects 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 to prosecute the firm and recovery amount through the court of Law and all expenditure incurred or litigation by Board's office shall be born by the firm.

Dated \_\_\_\_\_

Place \_\_\_\_\_

DEPONENT

### VERIFICATION

It is certified that above statements are true the best of my knowledge and nothing has been concealed there in.

Dated \_\_\_\_\_

Place \_\_\_\_\_

DEPONENT

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Dated 10-02-2024

## SECTION -12

### Criteria for Imposition of Penalties

#### (A) Paper Quality:

- (i) For use of prescribed Paper but exceeding the permissible tolerance of the substance (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 9-10: | 10% of the total payable amount of the title.                              |
| e) For deviation of grammage>10:   | 20% of the total payable amount of the title.<br>or penalties as per A(ii) |
- (ii) If it is found that a supplier has used un prescribed/substandard paper/muslin cloth, the whole supply can be rejected by the Chairman and the supplier will have to resupply the rejected Item with correct specification 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 Chairman reserves the right to forfeit the Earnest Money, Performance security, amount of the bill of supplied of Item and black-list the firm, besides imposition of any other penalty as deemed fit 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) Printing/ Stapling etc.

Deduction at the following rates will be made in case of followings mistakes:-

- (i) For printing mistake. ----- 25 paise per mistake per paper/piece.
- (ii) For poor quality of printing ----- 25 paise per mistake per paper/piece.
- (iii) For poor quality of clothlined ----- 50 paise per piece/envelope.
- (iv) For short supply/missing/Torn Item in bundles----- Rs 5/-per missing piece of Item for the whole lot.
- (v) In case of short size of Item than the prescribed size a penalty of 2% of total amount of that lot item will be imposed.
- (vi) For pasting defect ----- 25 paise per mistake per paper/piece.
- (vii) Reg. Numbering misprint----- 25 paise per mistake per paper/piece.

#### (C) Penalty on account of late submission of contract form and Performance security:

If a supplier does not submit the contract form and Performance Security within 02(two) days after issuance of the notification of awards, in such cases penalty @ Rs. 2000/- per day 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.

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

Dated 10-02-2024

**(D) 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, in addition to the actual expenditure incurred by the board on visiting the firm.

**(E) 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.

**(F) 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 Section 3 or in case of incapability of the firm to execute the job which may reflect the reputation of the Board /Govt. adversely.

**(G) Penalty for non return of Proofs/MSS/Positives etc.** In case of non submission of documents, the bill of the supplier for payment will not be processed. If any printer does not return the Proofs/MSS/Positives etc. to the Board with his bill, a penalty @ Rs.1000/- shall be imposed for each item..

**(H) Chairman of the Board 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.

**(I) For delay:**

For delay up to 5 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 honoured or the work is not completed within the prescribed time limit, forfeit the entire amount of security, blacklist the firm and recover the difference of cost what-so-ever in getting the goods supplied and allot the work to any other party. In case however, the firm does not start submitting the proofs within 5 days after placing the order action as deemed fit by the Secretary will be taken against the bidder.

***The decision of the Chairman of the Board will be final and binding in this regard.***

# BOARD OF SCHOOL EDUCATION HARYANA BHIWANI

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## Section 13

### Check list of the Required Documents

| Sr. No. | Name of the Document  | Available on page No. |
|---------|---|-----------------------|
| 1       | Scanned copy of Hard copy of deposited cost of tender Rupees 1000/-   |                       |
| 2       | Scanned copy of Hard copy of deposited earnest Money of tender Rupees 20000/-   |                       |
| 3       | GST Registration Certificate  |                       |
| 4       | Registration certificate of the firm.   |                       |
| 5       | PAN of Firm   |                       |
| 6       | Certified samples of the paper/ Muslin cloth (bearing the seal mark of the dealer/distributor/Miller) along with cloth lined. Sample as per Specifications. as per Clause-II of Section-5 |                       |
| 7       | Undertaking (Paper Manufacturing Mills/distributor/ dealer) as per Section 11   |                       |
| 8       | Annual Turnover of Rs. Ten Lac for last three financial years. Trading account Profit and loss account and Balance sheet. (2020-21, 2021-22, 2022-23)                                     |                       |
| 9       | Scanned of Certificates of satisfactory completion/ execution of the printing job work allotted to the firm in the last three years   |                       |
| 10      | Undertaking of the Bidder as per Section-4 of clause-8 on 100/- stamp Paper   |                       |

- 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 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. 82. 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.

Chairman  
Board of School  
Education Haryana  
Bhiwani