

Price Rs. 500/-
(non refundable)



BOARD OF SCHOOL EDUCATION HARYANA, BHIWANI
(An ISO 9001-2008 certified Organization)

Tender Document for the supply of 13 various Items of Printed for the year 2012-2013

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Board of School Education Haryana, Bhiwani

Section-1

Bidding Data Sheet

Sr. No.	Event	Date	Time	Place
1	Last Date & Time of issue of Bid Documents	29-8-2012	11-00 AM	Assistant Secretary (Publication), Board of School Education Haryana, Bhiwani
2	Deadline for submission of Bids	29-8-2012	1-00 PM	Office of Joint Secretary Board of School Education Haryana, Bhiwani
3	Date, Time and Place of opening of Technical Bids	29-8-2012	2-30 PM	Office of Secretary Board of School Education Haryana, Bhiwani
4	Date, Time and Place of opening of Financial Bids	29-8-2012	4-00 PM	Office of Secretary Board of School Education Haryana, Bhiwani

IMPORTANT NOTES:-

1. The Price of this Tender document is Rs. 500/- (Rs Five Hundred only), (non refundable), which can be deposited in cash or in the form of Bank Draft in favour of the Secretary, Board of School Education Haryana, Bhiwani.
2. The Technical Bid must be accompanied with an Earnest Money of Rs. 5000/- (Rs Five thousand) as mentioned in Clause 2 of section 4. Earnest money deposited by the Bidder will be adjusted by the Board.
3. The Technical and Financial Bids will be opened in the presence of Tenderer/Bidders or their authorized representatives, who may wish to be present.
4. Any delay, even postal delay, in receipt of Bids will be considered as the late submission of Bids and such Bids will be rejected.
5. The MSS of the items can be seen during office time in the Office of the Assistant Secretary (Publication), Room No. 78, Board of School Education, Haryana, Bhiwani on any working day till one day prior to the closing date.
6. Tender Documents can also be downloaded from the website www.hbse.ac.in
7. Financial Bids will be opened only of those firms who qualify in Technical Bids.
8. Bids shall remain valid for 90 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 rejected by the Board treating as non responsive.
9. The delivery of the various items from the date of notification of award has been shown on Page no. 17,18. Time taken by this office in proof reading is excluded in the said time period.
10. All documents, to be submitted along with the bid, are to be page numbered marked, arranged as per check list shown at Page 30 and an Index thereof is also to be placed below the forwarding letter of the firm and above the remaining documents.
11. The Bidder must fill in the requisite information in the Tender Document at appropriate places.
12. The courts at Bhiwani only will have the legal jurisdiction in case of any dispute.

13. The Board's Address is :-

Board of School Education Haryana,
Hansi Road, Bhiwani-127020
Email :asp@hbse.ac.in
Website www.hbse.ac.in
Phone No. 01664-243336
Fax No. 01664-254309, 241611

Important Phone Numbers :-
Deputy Secretary (Publication) : 01664-254304,
Asstt. Secretary(Pub.) : 9813601665
Superintendent (Pub.) : 9466529547

Section 2

Invitation for Bids

The Secretary, Board of School Education Haryana, Bhiwani invites sealed Bids, complete in all respects as per Tender document contents from the eligible bidders for the supply of 13 various Items 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 any items)

Sr. No.	Name of item & Description	Size & Printing	Quantity	Time allowed
1	A-34 Adjustment Slip	6¼×8½ single side Printing in duplicate and perforation be done through & through ¼" of left side as per MSS	100 Copies of 100 leaves each with duplicate copy duly Sr.no. 00001 to 10000	20 days
2	A-53	7½"x 10 " single side printing as per MSS.	2000 Proformas	20 days
3	A-125	7 ½ " x 10 " single side printing as per MSS	2000	20 days
4	AFF-4 Letters	9"×11½" single side printing as per MSS	2000	20 days
5	AFF-5 Letters	7½"×10" single side printing as per MSS	1000	20 days
6	Chetawani Poster	17"×27" Two Colours single side printing as per MSS	2000	20 days
7	Cert- 129 (kh)	9"×11½" Single side printing in two colour . Counter foil is to be perforated at the distance of 3½" from upper side of Cert. So, that the remaining size of cert. will be 9" × 8" the counter foil & cert. are to be Sr. No. C-0001 to C-2000 in RED colour with leather binding as per MSS	20 Booklets 100 Certificate each booklet	20 days
8	Cert-211 Middle Certificate	9" x 10 ½ " single side ptg. (Two Colour Ptg.) As per MSS. Counter foil is to be perforated at the distance of 3 ½ " from upper side of certificate So that the remaining size of the Certificate will be 9" x 7". The counter foil & certificate are to be Sr. No. 0001 to 1500	15 Booklets 100 Certificate each booklet	20 days
9	Cert-501 Verification Registers	8½"×13½" single side printing and ruling as per MSS Perforation be done through & through ¼" of top side as per M.S.S.	30 Register of 100 leaves each, duly Serial Number from 001 to 100	20 days
10	E-201 Letter to Govt. I institution of Incentive (for best performance of students.)	7 ½ " x 10" single side ptg. As per MSS.	3000	20 days
11	SEC-1 Fee Deposit Slip	8 ½ "x13 ½ " (Single color) single side printing as per MSS	5000 perforated in Middle through & through horizontally vertically wire stitching at two places from left side	20 days
12	SSE-75	8 ½ " x 13 ½ " single side ptg. As per MSS. Ist in Red Colour IInd in green colour IIIRD in Black colour. 100 leaves each colour.	50 Books	20 days
13	Flapers.	4 ½ " x 28 (without printing) As per MSS.	5000 Handmade paper of 100% rags along with a strap of ½ " width x 36" and abri/cover paper in the size of 2 ½ " x 8" to be pasted on the strap in side the flaps as per MSS.	20 days

INSTRUCTIONS TO BIDDERS AND Tables of clauses

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SECTION 3 INSTRUCTIONS TO BIDDERS

3.A. INTRODUCTION

01. Scope of Bid

The Chairman, Board of School Education Haryana, Bhiwani is the final competent authority to approve the tender and to settle all issues related to the tender, and even to relax or amend any of the terms & conditions after issuance of the tender, if so required in any emergent situation in the interest of the Board or for completion of the job in the shortest time so as to hold the Board's examinations in time and his orders shall be final and binding for one and all, in all respects.

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, Schedule of Requirements and Specifications.

Throughout these Bidding Documents:

The term "in writing" means communicated in written form by post, fax or diarized and got received against signatures of the dealing authorized official with proof of receipt.

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 (the tenderer/bidder) has the financial capacity to get the 13 items of printed items supplied for which tenders (bids) have been invited. Criteria regarding the financial capability of the firms have been specified in Section- 4

03. Eligible Bidders

This invitation for Bids is open to all the eligible tenderer/bidders as per Qualification Criteria given in Section -4

04. Cost of Bidding

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

3. B. BIDDING DOCUMENTS

- i) The Board will not be responsible for the completeness of the Bidding Documents and their addendum/corrigendum, which is to be read in conjunction with clause 7 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.**
- ii) The Bidder is bound to go through minutely 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 in case of non a compliance of instructions by the bidders in any manner, if even communicated otherwise may result in the rejection of the bid.

05 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, the Board may amend the Bidding Documents by issuing an addendum/corrigendum. However in emergent situation. The Secretary of the Board reserves the right to relax any of the terms and conditions even after issuance of the tender

The amendment will be notified in writing to all Prospective Bidders who have directly purchased the Bidding Documents, and will also be displayed on the website of the Board. 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 could not receive such addendum/corrigendum in the manner stated above.**

In order to afford Prospective Bidders, reasonable time in which to take the amendment into account in preparing their Bid, the Board may, at its discretion, extend the deadline for the submission of Bids.

3.C. PREPARATION OF BIDS

06 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder with 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.

07 Documents Comprising the Bid

The Bid submitted by the Bidder shall be in two separate parts.

Part I : This shall be named **Technical Bid** and shall consist of :

- I. In the case of Bidding Documents downloaded from the website, a demand draft in favour of the Secretary, Board of School Education Haryana, payable at Bhiwani for Rs. 500/- (non refundable) as the cost of the Bidding Documents in the shape of bank draft/cash receipt is required to be enclosed. This shall be placed in a separate cover and marked "Cost of Bidding Document downloaded from the internet"**
- II. Earnest Money in a separate cover marked 'Earnest Money'

Part II : This shall be named **Financial Bid** and shall contain only commercial.

- III. **Each part of the Technical & Financial Bid shall be separately sealed and marked in accordance with Sealing and Marking Instructions in Clause 15 of Section 3D.**

08. Bid Submission Form

The Bidder shall complete and submit the Bid Submission Form and Price Schedule by using the form furnished in Section 6. **These forms must be completed without any alterations to its format or any cutting/overwriting and no substitutes shall be accepted. All blank spaces must be filled in with the required information.** Bid submission form/s is/are to be signed by the proprietor or authorized signatory and the stamp of the firm is to be affixed on each of the bid forms.

09. Bid Prices

The Bidder shall indicate on the Bid Submission Form and Price Schedule, the Price per Items , inclusive of cost of paper, all jobs, related services and all other taxes as applicable., which their firm proposes to supply under the contract.

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.

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.

10. Bid Currencies

Prices shall be quoted in Indian Rupees only.

11. Documents Establishing Bidder's Eligibility and Qualifications

- i) 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.
- ii) The Board for ascertaining the capability of the bidder 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.

12. Earnest Money

- i) The bidder shall furnish, as part of the bid, Earnest Money in the amount specified in the Bidding Data Sheet.
- 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 of Section 3.
- iii) The Earnest Money shall be the following form:
Demand Draft in favour of the Secretary, Board of School Education, Haryana payable at Bhiwani;
- iv) Any bid from a Bidder, not secured in accordance with Clauses 15 (i) and 15(iii) above will be summarily rejected by the Board as non-responsive, pursuant 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 promptly 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 upon the Bidder signing the contract form (as Section 8) and after furnishing the requisite performance security pursuant to Clause 25 of Section 3.
- vii) The Secretary of the Board will be the competent authority for passing orders regarding adjustment of the earnest money in case previous tender has been cancelled and in lieu fresh tender have been floated.
- viii) In emergent situation even without canceling the tender, the job can be got executed by procuring rates from open market by deputing the committee of officers by the Secretary.
- ix) **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 if the Bidder fails: (i) To sign the contract in accordance with Section 8 (ii) To furnish Performance Security in accordance with Clause 25 of Section 3
 - c. In case of fraudulent and corrupt practices as detailed in Clause 26.
 - 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, if not released can be forfeited and the Secretary may allot the work to some other eligible firm, whose decision in this regard shall be final and binding upon the firm.

13. Period of Validity of Bids

- i) Bids shall remain valid for 90 days from the last date of submission of bid. as specified in the Bidding Data Sheet. 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 14 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.

14. Format and Signing of Bid

- i) The Bidder shall submit only one Bid. **Sister concern firms cannot submit a separate bid than the Principal Firm.**
- ii) In no case Bid shall contain any interlineations, erasures or overwriting otherwise the bids are liable to be straightway rejected.
- iii) Failure to abide by any of the instructions will make the bid liable to be rejected.

3D. SUBMISSION OF BIDS

15. Sealing and Marking of Bids

The Bidder shall place two separate envelopes (called inner envelopes), marked "Technical Bid" and "Financial Bid" (duly sealed) in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on the date & time as specified in the Bidding Data Sheet.

Financial Bid :Not to be opened except with the approval of the Secretary, Board of School Education Haryana, Bhiwani

An envelope containing bank draft as the cost of bid document, in case the bid document is downloaded from internet and also an envelope containing earnest money should be placed in the outer envelope otherwise the bid will be non-responsive and liable to be rejected.

The inner and outer envelopes containing the Technical and Financial Bids shall be:

- a) Addressed to the Board at the address specified in the Section- I Bidding Data Sheet.

b) “DO NOT OPEN TILL FINALIZATION OF EVALUATION OF TECHNICAL BID” SHALL BE WRITTEN ON THE FINANCIAL BID IN THE INNER ENVELOPE AND THIS ENVELOPE MUST BE PROPERLY SEALED.

- i) The inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- ii) If the outer envelope is not sealed and marked as mentioned above, the Board will assume no responsibility for the Bid's misplacement or premature opening.
- iii) **All documents to be submitted along with the bid are to be page marked, arranged as per check list and an Index thereof is also to be placed below the forwarding letter of the firm and above the remaining documents.**

16. Deadline for Submission of Bids

- i) Bids must be got received up to the date & time to the Board at the address specified in Section-I in the Bidding data sheet. In the event of the specified date for the submission of Bids being declared a holiday. The next working day will be treated as last day for the submitted Bids.
- ii) The Board may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents in accordance with Clause-8, in which case all rights and obligations of the Board and Bidders, previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) It shall be the responsibility of the Bidders to ensure that the Bidding Document is completed in all respects and is delivered/got diarized in the Office of the **Joint Secretary, Board of School Education Haryana, Bhiwani** by **29-8-2012**. Out station Bidders may, however, send their Bids by registered post or by speed post to Office of the **Joint Secretary, Board of School Education Haryana, Bhiwani** which must reach him by the stipulated date & time. Any delay, even postal delay in the receipt of Bids would be considered late submission of Bid and the Bid would be rejected. Mere handing over of the Bidding Documents at the Reception Counter or at any other un- authorized counter or room or person shall not be considered as submission of Bid and such bids are liable to be rejected.

17. Late Bids

Any Bid received by the Board after the deadline for submission of Bids prescribed by the Board, pursuant to Clause 19 of Section-3 will be rejected.

3 E. OPENING AND EVALUATION OF BIDS

18. Opening of Bids by the Board

- i) The Committee of the Board appointed by the Chairman will open the Bids received (except those received late) in the presence of the Bidders/representatives, who as per NIT come to attend at the time, date and place specified in the Bidding Data Sheet. In the event of the specified date for the submission of Bids 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 envelope containing the Technical Bid shall be opened first and then the inner envelope marked “Cost of Bidding Document downloaded from the Internet” will be opened, and if the Demand Draft for the cost of the Bidding Documents is not there, or incomplete, the remaining Bid Documents will not be opened, and Bid will be rejected and the bidder will be responsible for the same and shall have no right for further participation.
- 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 Part I of the Bid. 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, of the date, time and place of opening of the Financial Bids. The Bidders so informed, or their duly authorized representative(s), may attend the meeting of opening of Financial Bids.

- v) At the time of the opening of the 'Financial Bid', the names of the Bidders, whose Technical Bids were found responsive in accordance with Clause 20.(v) of Section 3E will be announced and the Financial Bids of only these Bidders will be opened. The responsive Bidder's names, the Bid prices, and such other details as the Board may consider appropriate will be announced by the Board at the time of opening of Financial Bid. Any Bid Price which is not readable or not recorded will not be taken into account in Bid Evaluation.
- vi) The Board shall prepare the minutes of the opening of the Financial Bids.

19. Clarification regarding Bids

- i) To assist in the examination, evaluation and comparison of Bids, the Board may, at its discretion, 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.
- 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 Chairman.**

20. Responsiveness of Bids

- i) **Bidders must submit along with the Bid certified samples of paper bearing the name of the Mill and other specification of the paper.** Only such bids will be treated as responsive; otherwise the firm **will be treated as unqualified for opening of financial bid/s** and will have no claim to participate in the Financial Bid Meeting.
- ii) 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 Secretary of the Board may direct that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify the material 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 directions 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.

3F. AWARD OF CONTRACT

21. Award Criteria

- i) Before awarding the contract, the Board will evaluate the bids as per section-26. 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-26 of Section 3 the Chairman 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 Secretary may award the work to any one of them.
- iv) If necessary, Board will at first negotiate with the firm who has quoted the lowest (L-1) rate as per norms of the latest purchase policy of the State Govt.

22. 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. 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 if deemed fit by him.
- ii) The Secretary of the Board may extend/repeat the order in parts within the validity period of bids and even afterwards or get printed the various items of the subsequent session/s on the rates previously approved by the Board on the same terms and conditions of the tender from the willing firms who had executed the job of, printing and supply of forms after approval of rates by the Board and in such cases the time period of printing and supply of forms or its extension will also be decided by the Secretary.

23. Board's right to accept any Bid and to reject any or all the Bids

The Secretary 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.

24. Notification of Award

- 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 (*fax to be confirmed in writing through registered letter.*), 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 Performance Security, pursuant to Clause 25 of Section 3 the Board will promptly notify each unsuccessful Bidder and will discharge his/her Earnest Money.
- iv) **Successful Bidders will complete the delivery of awarded goods definitely within schedule time from the date of Notification of Award. The actual period of Proof reading will be given for getting the approval of proofs from the Board's office. The responsibility for getting in time clearance of proofs from the office shall rest exclusively with the supplier. It is the responsibility of the supplier to collect the Manuscripts and all other relevant material necessary for starting the job of printing.**

25. 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 three (3) days of issue of the contract form, the successful bidder shall sign and date the contract and positively return it personally to the Board and also deposit the performance security for an amount of 10% of the contract value failing which a penalty @ Rs.1000/- per day for the next three days will be imposed, otherwise action as deemed fit by the Secretary 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 Secretary will be final and binding upon the firm.
- iii) Failure of the successful bidder to comply with the requirement 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.

26. 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 any thing 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.

27. 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 all 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 FEE

The Tender (the technical bid) must be accompanied with the Tender Document Fee of Rs. 500/- in the form of Bank Draft in favour of the **Secretary, Board of School Education, Haryana, Bhiwani**. If the Tender Document Fee has been deposited in Cash then Photocopy of the Receipt issued by the Board must be enclosed with the Tender.

Particulars of the Tender Fee deposited :

Amount (in Rs.)	
DD No./ Receipt No.	
If DD, Name of Bank	

2. EARNEST MONEY

The Technical Bid must be accompanied with an Earnest Money of Rs. 5000/- which can be deposited in the form of Bank Draft in favour of the **Secretary, Board of School Education, Haryana, Bhiwani**.

Particulars of the Earnest Money Deposit :

Amount (in Rs.)	
DD No/Date	
Name and address of Bank	

3. MACHINERY / CAPACITY

The bidder should have sufficient capacity and capability to execute the order.

4. REGISTRATION CERTIFICATES

The firm must provide copies of the following Registration Certificates:

- i) Declaration Certificate (as per clause 7 of Section-4.)
- ii) Sales Tax Registration Certificate.
- iii) Last annual Bank statement. (for the last three years)

5. SAMPLES

All the bidders are required to attach 01 (One) full sheets (folded) of samples of Paper to be used in the printing of various items 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.

6. FINANCIAL

The firm must have an average turnover of Rs. one lac in last two financial Years

Annual turnover of the Firm during last two financial Years:

2011-12	Rs.	
2010--11	Rs.	

The firm will submit self certified copies of the previous order executed with regard to asses the turnover of the firm.

7. The bidders will submit an undertaking/declaration on letter head of the firm.

- 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."
- b) The Firm possesses sufficient machinery and other infrastructure capable to execute the order in time pertaining to the allotted items for which we are bidding. We have also the sufficient godown space for the safe storage of paper required for the printing of the various items and storage of the printed material.
- c) That the firm is not blacklisted by any State or Central University or any Education Board and have never been caught doing any Govt./semi Govt. work or part thereof unauthorized, unlawfully/ subletted work by any other printer.

- d) That we shall supply the required envelopes within quantity of the stipulated period.
- e) That we shall supply the allotted envelopes within the prescribed time schedule mentioned in the Tender Documents from the date of receipt of the Print Order. We also agree that if allotted items of envelopes is not supplied as per the Terms and Conditions of the Tender, Board will be at Liberty to forfeit our EMD/Performance Security and to impose the penalty as deemed fit by the Chairman of the Board.
- f) That our Bid shall remain valid for 90 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 use the presented kraft paper.
- i) That we will furnish the copies of purchase bills of paper, labels of the mills alongwith the invoice.

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 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

I. PAPER SPECIFICATIONS FOR THE ITEMS FOR THE YEAR 2012-13

Kraft paper of 60,70,80,100 GSM (as required for the item shown in the schedule of specifications 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 Paper to be used in the printing of various items with the Technical Bids.. Bidder can submit certified samples of reputed A Grade 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 taken during work in progress and the finished goods will be got tested from the paper laboratory so as 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.

Sample of maplitho paper of 60, 70 GSM & 60,80,100 GSM Kraft paper sheets required for the items are to be attached with the technical bid.

III. SCHEDULE OF SUPPLY

The prescribed time limit of allotted items will begin from the next day from the date of handing over the order letter and delivery of MSS. The proofs/revised proofs/material etc in appropriate of allotted items will be got approved from the Board's Office personally by the Firm by sending a special messenger to avoid delay. Proof reading time will be extra. Schedule of delivery will be as follows:

Whole quantity delivery within the prescribed time limit after allotment of work order/M.S.S. Proof reading time will be extra..

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 under :

A) For delay up to 3 days =	2% of the value of the amount payable for that lot.
B) For delay up to 5 days =	5% of the value of the amount payable for that lot.
C) For delay up to 10 days =	10% of the value of the amount payable for that lot.
D) For delay upto 15 days =	20% of the value of the amount payable for that lot.
E) For delay beyond 15 days	30% of the value of the amount payable for that lot .

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 3 days after placing the order action as deemed fit by the Secretary will be taken against the bidder.

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 Annual items of Envelopes for the year 2012-13.

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 90 days and submit the same within four days along with the Contract Form.

I/We agree to abide by this Bid for the Bid Validity period of 90 days 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 _____ 2012

(Signature)

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

Board of School Education Haryana, Bhiwani

SCHEDULE OF SPECIFICATIONS THE SUPPLY OF PRINTED VARIOUS ITEMS OF FOR THE TEAR 2012-13

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	A-34 Adjustment Slip	6¾×8½ single side Printing in duplicate and perforation be done through & through ¼" of left side as per MSS	100 Copies of 100 leaves each with duplicate copy duly Sr.no. 00001 to 10000	20 days	i)17"×27"/10.4Kg. of 70 GSM ledger paper of bilt to be used by the printer. ii)Leather straw board of 40 OZ , Craft paper 60 GSM to be used by the printer.	Rs _____ In words _____
2	A-53	7½"x 10 " single side printing as per MSS.	2000 Proformas	20 days	20"x30"/11.6 Kg WPP of 60 GSM of Andhra / Bilt / HPC/JK /Orient/Star/West Coast to be used by the printer.	Rs _____ In words _____
3	A-125	7 ½ " x 10 " single side printing as per MSS	2000	20 days	20"x30{/11.6 Kg WPP of 60 GSM of Andhra / Bilt / HPC/JK /Orient/Star/West Coast to be used by the printer.	Rs _____ In words _____
4	AFF-4 Letters	9"×11½" single side printing as per MSS	2000	20 days	23"x36"/16 kg WPP of 60 GSM of Andhra / Bilt / HPC/JK /Orient/Star/West Coast to be used by the printer.	Rs _____ In words _____
5	AFF-5 Letters	7½"×10" single side printing as per MSS	1000	20 days	20"x30{/11.6 Kg WPP of 60 GSM of Andhra / Bilt / HPC/JK /Orient /Star/West Coast to be used by the printer.	Rs _____ In words _____
6	Chetawani Poster	17"×27" Two Colours single side printing as per MSS	2000	20 days	17"×27"/8.9 kg WPP of 60 GSM of Andhra / Bilt / HPC/JK /Orient/Star/West Coast to be used by the printer.	Rs _____ In words _____
7	Cert- 129 (kh)	9"×11½" Single side printing in two colour . Counter foil is to be perforated at the distance of 3½" from upper side of Cert. So, that the remaining size of cert. will be 9" × 8" the counter foil & cert. are to be Sr. No. C-0001 to C-2000 in RED colour with leather binding as per MSS	20 Booklets 100 Certificate each booklet	20 days	1. Appropriate size of 170 GSM Hand made white paper is to be used by the printer. 2. Straw board of 40-oz superior pankaj marka & binding material is to be used by the printer.	Rs _____ in words _____
8	Cert-211 Middle Certificate	9" x 10 ½ "" single side ptg. (Two Colour Ptg.) As per MSS. Counter foil is to be perforated at the distance of 3 ½ " from upper side of certificate So that the remaining size of the Certificate will be 9" x 7". The counter foil & certificate are to be Sr. No. 0001 to 1500	15 Booklets 100 Certificate each booklet	20 days	1. Appropriate size of 170 GSM Hand made white paper is to be used by the printer. 2 Straw board of 40-oz superior pankaj marka & binding material is to be used by the printer	Rs _____ In words _____
9	Cert-501 Verification Registers	8½"×13½" single side printing and ruling as per MSS Perforation be done through & through ¼" of top side as per M.S.S.	30 Register of 100 leaves each, duly Serial Number from 001 to 100	20 days	i) 17" x 27"/8.9 Kg of 70 GSM of Andhra / Bilt / HPC/JK/Orient/Star/West Coast to be used by the printer ii) Leather Straw board of 40 oz Craft paper of 60 GSM BIS Grade-2 IS1397:1995 & other binding material to be used by the printer.	Rs _____ In words _____
10	E-201 Letter to Govt. I institution of Incentive (for best performance of students.)	7 ½ " x 10" single side ptg. As per MSS.	3000	20 days	20"x30{/11.6 Kg WPP of 60 GSM of Andhra / Bilt / HPC/ JK /Orient/Star/ West Coast to be used by the printer	Rs _____ In words _____
11	SEC-1 Fee Deposit Slip	8 ½ "x13 ½ " (Single color) single side printing as per MSS	5000 perforated in Middle through & through	20 days	17" x 27"/8.9Kg. WPP of 60 GSM of Andhra / Bilt / HPC/ JK / Orient/Star/ West Coast to be used by the printer	Rs _____ In words _____

			horizontall y vertically wire stitching at two places from left side			
12	SSE-75	8 ½“ x 13 ½“ single side ptg. As per MSS. Ist in Red Colour IIInd in green colour IIIrd in Black colour. 100 leaves each colour.	50 Books	20 days	i) 17×27”/8.9 Kg. WPP 60 GSM of Andhra / Bilt / HPC/ JK / Orient/ Star/ West Coast to be used by the printer ii) Straw board of 40 oz, Craft paper of 100 GSM for upper cover & Pankaj Marka binding cloth to be used by the printer.	Rs _____ In words _____
13	Flapers.	4 ½“ x 28 (without printing) As per MSS.	5000 Handmade paper of 100% rags along with a strap of ½“ width x 36” and abri/cover paper in the size of 2 ½“ x 8” to be pasted on the strap in side the flaps as per MSS.	20 days	22” x 28”/14.3 Kg. 250 GSM (144 sheets) with 100% rags, Strap/abri/cover paper to be used by the printer.	Rs _____ In words _____

NOTE:- The delivery of the various items from the date of notification of award has been shown on Page Nos.17. Time taken by this office in proof reading is excluded in the said time period.

Signature-----
Name of firm-----
Mobile No-----

Pan No.-----

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 amendments 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 for 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

04. 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 3 (Three) 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, valid for a period of 90 days 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, 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, within 7 (Seven) days of such amendment, furnish the amendment to the Performance Security, 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, of the **and unless the whole material as specified in this tender is returned to the Board**. Allotted items will have to be returned to the Board after supply. The **payment bill not be processed until**

05 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/ urgent items 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 to be checked a penalty @ 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 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 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 items 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.

06. Delivery and Documents

- i) **Time of delivery of the Annual items 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 issue of the order letter and MSS. The penalty will be imposed for late supply as specified in the Schedule of delivery.
- ii) The allotted items are to be supplied whole quantity within the scheduled period.

07. Incidental Services

- i) As specified in the Contract Form, the Supplier is required to provide any or all of the following services, including loading at point of dispatch

- ii) No. additional costs will be borne by the Board towards such services

08. 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% from Bill. The Bank Draft of 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 bill in Triplicate accompanied with following Documents:-

- i) Original MSS and all approved Proofs
- ii) Two Printed Samples of each Annual plan books
- iii) Acknowledged delivery receipts from the official of the Board.
- iv) Certificate as required under Clause along with the Final Bills.

Total No. of reels/ream consumed giving the list of reels/reams No., lot No. manufacturing date & GSM, Gross weight of reel/ream chargeable weight etc. details of labels consumed as per Clause, along with labels set attested photocopies of the orders placed with the manufactures, purchase bills, labels of reels/reams and paper consumptions record.

An affidavit to the effect that the paper approved by the Board and of the prescribed specifications of the Board has only been used in manufacturing the assigned items.

9. Prices

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

10. Contract Amendments

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

11. 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.

12. 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.
- 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 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 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 Chairman to enter into a fresh agreement to the effect. All powers with regard to this issue rest with the chairman.
- 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 for all in all respects.

13. Termination for Default

- i) The Board may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or part:
 - (a) If the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Board pursuant to Clause 17(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 17, 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.

14. 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.

15. 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.

16. 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.

17. Resolution of Disputes

- 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 thirty (30) days from the commencement of 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.
- iii) The dispute resolution mechanism to be applied pursuant to Clause 21 shall be as follows:

(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 of Haryana as a provision of providing initial remedy to the supplier. The award of the Arbitrator shall be final and binding on the parties to the contract.

(b) The Indian Conciliation and Arbitration Act, 1996, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

- iv) The venue of arbitration shall be within the discretion of the arbitrator to be appointed by The Chairman.

- v) A firm can submit an appeal against the order of The Chairman with in 45 Days date of issue, who may or may not place the appeal before the Board of Directors. Only after exhausting these mandatory remedies, a firm can approach the courts of law and the legal jurisdiction for this purpose will be Bhiwani.

18. Governing Language

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

19. Notices

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

20. 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.

21. Any of the point not covered under the terms & conditions/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 final and binding for one and all.

Section 8
CONTRACT FORM

THIS AGREEMENT made the day of, 2012 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 annual items manufactured and has accepted a bid by the Supplier for the supply of those items 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.

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.

Signatures and seal of the Supplier

Name

Tel. No

Address.....-.....

.....

Section 9

BANK GUARANTEE (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 items 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..... (Rupeesonly)

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 tounless 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 and seal of the supplier
 Name
 Tel. No.

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

Section 10

(Letter regarding Depositing Performance Security and Agreement etc. by the Successful bidder)

To

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

.....

.....

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 in hereby accepted by Secretary, Board of School Education Haryana Bhiwani.

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.

Assistant Secretary (Publication)
for Secretary

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) the deduction from the bill of the printer shall be made on the basis of the cost of the less consumed paper taking into account the total of less grammage and permissible tolerance of the total quantity of the specific items received.

(ii) If it is found that a supplier has used un prescribed/substandard paper, the whole supply can be rejected by the Chairman and the supplier will have to resupply the rejected items correct specification free of cost within 07 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 performance security and black-list the firm, besides imposition of any other penalty as deemed by him.

(B) Printing:

Deduction at the following rates will be made in case of mistakes in printing.

- (i) For printing mistake. ----- 25 paise per mistake per paper/Piece.
- (ii) For poor quality of printing ----- 25 paise per mistake per paper/Piece.

Stapling

- i) Reg. short supply/missing/Torn items in bundles-----5/-per missing piece of items for the whole lot.
- ii) In case of short size of items than the prescribed size a penalty of 2% amounting of item will be imposed.

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

If a supplier does not submit the contact form and Performance Security within 3 days after the Board's issue of the notification of awards, in such cases penalty @ Rs. 1000/- per day for next three 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.

(D) Penalty an 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.

(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.

(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.
In above regards, the decision of the Chairman of the Board will be final and binding
- (iv) A supplier may make a representation against any order of the Chairman within forty five days from the date of passing of such order and the whole matter if deemed fit by the Chairman can be placed before the Board of Directors whose decision shall be final and

binding upon the appellant firm and further there is no provision for the second appeal in this regard. After exhausting this essential remedy, the firm can approach the court of Law whose legal jurisdiction will be Bhiwani.

SECRETARY

Check list of the tender

- 1- Sealed envelope containing rates (Financial Bids).
- 2- Envelope containing Cost of tender Rs.500/-
- 3- Envelope containing Earnest Money Rs.5000/-
- 4- One go certificate, the highest value work order executed in last three Years.
- 5- Undertaking of the bidder.
- 6- Sale Tax Registration Certificate.
- 7- Certified samples of the paper. (bearing the round seal mark of the dealer/distributor/Miller)

Note:-All documents to be submitted along with the bid are to be page numbered marked, arranged as per check list and an Index thereof is also to be placed below the forwarding letter of the firm and above these documents.



BOARD OF SCHOOL EDUCATION HARYANA, BHIWANI
(An ISO 9001-2008 Certified Organization)

SHORT-TERM TENDER-NOTICE

This office invites sealed tenders under two bid system from the experienced and reputed firms preferably dealing in printing and supply of various items as detailed in the Tender Document.

Eligible and interested firms, may obtain the Tender Document from the office of the Assistant Secretary (Publication) during office hours, till **dated 29-8-2012 on** payment of **Rs.500/-** in cash receipt or demand draft, **in favour of the Secretary, Board of School Education Haryana, Bhiwani or can be downloaded from the Website: www.hbse.nic.in** . In case of Tender Document is downloaded from the website, The Tenderer has to enclose cost of Tender Document through demand draft with the Technical bid. **The last date for receipt of bids** (complete in all respects) in the office of the Joint Secretary is **29-8-2012** up to **01-00 P.M.** **Technical Bids** will be opened on **29-8-2012** at **02-30 P.M. & Financial Bids will be opened on the same day at 4-00 P.M.** by the approved committee of officers in the presence of the intending representatives of bidding firms. Proprietors or their representatives are advised to attend personally as the negotiations of rates, if necessary, can take place on the same day. **For complete details, logon to the Board's website.**

Assistant Secretary(Publication)
for Secretary