



**Office of the  
Deputy Director of School Education (Secondary)  
District Bilaspur, Himachal Pradesh**

Tel. 01978-222585, E-mail- [ddhebilaspur@gmail.com](mailto:ddhebilaspur@gmail.com)

Official Website: <https://ddhebilaspurhp.edu.in/>

No: EDN-BLS(A)-G(2)-

6734-6735

Dated: 17.11.2025

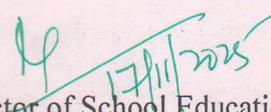
**NOTICE INVITING TENDER (NIT)**

Sealed tenders/bids under two bid system (i.e. Technical Bid & Financial/Price Bid) are hereby invited from interested and eligible Book Publishers/Book sellers/Authorized Firms/Dealers on Open Tender Basis by the undersigned, for the **Supply of Various Library Books (284)** (As per List enclosed as **Annexure-A**) in the 25 selected Govt. Schools of District Bilaspur Himachal Pradesh (List of Schools enclosed as **Annexure-B**).

The tender document can be purchased from the Office of the Dy. Director of School Education (Secondary) District Bilaspur HP on all working days (between 10AM to 3PM) or the complete tender document along with its terms & conditions can be viewed and downloaded from the official website of this office <https://ddhebilaspurhp.edu.in/> subject to deposit of prescribed tender fee. The cost of Tender Form will be Rs. 2000/- only to be deposited in the shape of demand draft drawn in favour of DDSE(S) District Bilaspur (HP) payable at Bilaspur (HP).

The last date for receipt of duly filled tender in this Office, in prescribed format and in conformity to all the requirements enshrined in the tender document shall be **09.12.2025 till 03:00 PM**, which shall be opened on the scheduled date/time as given in the tender document, in presence of the interested bidders/their authorized representatives or agents, if any, who choose to remain present for witnessing the tender opening process.

Any corrigendum/addendum etc. to tender/bidding documents shall be available on website only and bidders are advised to visit the official website of this Office i.e. <https://ddhebilaspurhp.edu.in/> regularly, till the deadline for submission of tender is over.

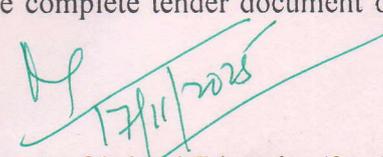
  
Dy. Director of School Education(Sec.)  
District Bilaspur, Himachal Pradesh.

Dated:

**Endst. No.**

Copy to:

1. The District Public Information Officer, District Bilaspur HP with the request to give wide publicity to the tender by publishing in two daily leading news paper (Hind & English) having wide circulation in HP State & other states as well.
2. Nodal Officer (IT/e-gov) O/O DDSE(S) Bilaspur for uploading the complete tender document on the official website of this office.
3. DA (Store) DDSE(S) Office Bilaspur for info. & further n/a.

  
Dy. Director of School Education(Sec.)  
District Bilaspur, Himachal Pradesh.

# TENDER/BID DOCUMENT FOR SUPPLY OF LIBRARY BOOKS

- **Instructions to the Bidder**
  - Scope
  - Key Dates/Venue
  - Eligibility Criteria and Terms & Conditions
  - Earnest Money Deposit
  - Price
  - Taxes & Other Duties
  - Bid Validity
  - Preparation & Submission of Bids
  - Signing of Bid
  - Evaluation of Bids and Award
- **General Terms & Conditions**
  - Contract agreement
  - Performance security
  - Price variation clause
  - Delivery of supplies
  - Packing
  - Transit insurance
  - Delay in delivery
  - Force majeure
  - Inspection
  - Guarantee/warranty
  - Sample of books
  - Payment
  - Telegraphic quotation
  - Late tender
  - Amendments/addendums
  - Contrary conditions
  - Dispute and arbitration
- **Annexure- 1 to 10 & A,B**
  - Tender Submission/Forwarding letter
  - Annual Turnover Statement
  - Past Performance & Experience Declaration
  - Declaration by the Bidder of Eligibility/Qualifications
  - Declaration (having gone through and accepted all terms & Conditions)
  - Authorization of Bidder by the Firm
  - Verification (correctness of documents/certificates)
  - Financial Bid
  - Rate Reasonability Certificate
  - Checklist
  - Annexure-A (List of 25 Schools)
  - Annexure-B (06 pages- List of Books)

# TENDER (BID) DOCUMENT FOR SUPPLY OF LIBRARY BOOKS

## • INSTRUCTIONS TO THE BIDDER

### 1. SCOPE: -

- I. Tenders are hereby invited from interested/authorized/eligible Book sellers/Publishers/ authorized dealers/firms who fulfill the Technical eligibility and Financial criteria as mentioned in the tender document, for the **Supply of Various 284 Library Books** (As per **Annexure-A**) in the 25 selected Schools of District Bilaspur Himachal Pradesh (As per **Annexure-B**),
- II. The tender document can be purchased from the Office of the DDSE(S) District Bilaspur HP or the complete bid document along with its terms & conditions can be viewed and downloaded from the official website <https://ddhebilaspurhp.edu.in/> subject to deposit of prescribed tender fee by the bidder/firm.
- III. The cost of Tender Form will be Rs. 2000/- only (Non Refundable) to be deposited in the shape of demand draft drawn in favour of DDSE(S) District Bilaspur (HP) payable at Bilaspur (HP).
- IV. The bidders are requested to submit their Tender document a/w Fee, EMD & all required documents in the manner and as per the requirement specified in this Bid document.
- V. **Procuring & Payment Authority/Buyer/Purchaser:**

“Deputy Director of School Education (Secondary)  
Bilaspur, Distt. Bilaspur HP”

**Consignee:**

Each Head of the Govt. School (Annexure-B).

**Delivery Location:**

Library Room of concerned Govt. school/institution.

### 2. KEY DATES & VENUE: -

1.	Last Date & Time for submission of Tender bids	09.12.2025 till 03:00 PM
2.	Date & Time for opening of Technical Bid of Tender Form	10.12.2025 at 11:30 AM
3.	Schedule of Finance Bid	10.12.2025 at 02:30 PM
4.	Venue of Tender opening process	Office of the Deputy Director of School Education (Secondary) District Bilaspur, Himachal Pradesh-174001
5.	Bid Validity period	90 days from date of opening of financial bids
6.	For any query/clarification contact on	Email: <a href="mailto:ddhebilaspur@rediffmail.com">ddhebilaspur@rediffmail.com</a> , Tel. No.: 01978-222585

**Note:** - If the date fixed for the opening of Technical Bid is declared as a holiday, the Bid shall be opened on the next working day at the same time schedule as fixed for the original date for this purpose.

### 3. ELIGIBILITY CRITERIA AND TERMS & CONDITIONS: -

A. The interested Bidder must fulfill/possess necessary eligibility criteria (as given below) to successfully apply for the bid and discharge its obligation under the terms of this tender document for further evaluation process:-

SN	Description	Documents required
1.	<b>Tender Form Fee (Non Refundable):</b> Rs.2000/- (Two Thousand only)	Bank Draft duly drawn in f/o DDSE(S) Bilaspur HP payable at Bilaspur HP.
2.	<b>Earnest Money (EMD)*:</b> Rs.75,000/- (Seventy Five Thousand only)	DD/FDR duly pledged in f/o DDSE(S) Bilaspur HP payable at Bilaspur HP
3.	<b>Registered Firm/Legal Entity:</b> The Bidder should be a proprietors/Firm/Company.	Copy of Registration Certificate issued by Competent Authority.
4.	<b>OEM/Authorization Certification: -</b> Only Book Seller/Publishers/ Authorized dealer/firm can apply for the bid.	OEM/ Authorization Certificate
5.	<b>Turnover and Financial soundness*:</b> <ul style="list-style-type: none"> <li>The Bidder should have minimum average turnover of Rs. 1,00,00,000/- for last three financial years (2022-2025).</li> <li>The Bidder should be a profit making entity and have long term profitability duly exhibited through the audited annual financial statements (B/S, Income Statements) for last 03 FYs.</li> </ul>	Audited Balance Sheets and Profit and Loss Account of last three years (Both duly certified by the CA Certificate with CA's Registration Number and Seal)
6.	<b>Past Experience*:</b> The Tenderer should have minimum 03 years experience for same/similar supplies/services and should have produced or supplied the Library Books or like material of approximate amount of Rs. 50 Lakhs & above in Government/ PSUs/ Corporate sector for last 03 financial years i.e. 2022 to 2025.	Work Orders/ Agreement/ Completion Certificate from the Client concerned.
7.	<b>Tax Registration Certificate:</b> The bidder should have a valid registration number of : <ul style="list-style-type: none"> <li>&gt; GST where his business is located.</li> <li>&gt; PAN Number</li> </ul>	Copies of GST and PAN. (Duly signed & stamped)
8.	<b>Non-Blacklisting:</b> The bidder must furnish a certificate confirming non-blacklisting status.	Non-blacklisting affidavit duly attested by notary on Rs. 50/- stamp paper will be provided by the bidder.
9.	<b>Anti Collusion Certificate (Non Cartelization):</b> It is mandatory to submit Anti Collusion Certificate (Non Cartelization)	Certification on letter head of the firm that it is not involved/ indulged in any form of collusion or cartelization. If such collusion or pooling of firm is found during tender or after the award of tender, the tender shall be straightway cancelled and firm shall be liable for blacklisting from Govt. Supply.
10.	<b>Tax Clearance:</b> No GST liability or Tax clearance certificate. The bidder should have cleared his Tax/GST dues, if any to the State Government/Central Government.	Certified copies of the last return filed for quarter ending March 2025 and/or CA certificate stating that no Tax/GST due to the State Government/Central Govt.
11.	<b>Income Tax Return</b>	Copies of IT Returns of FY (2023-24 or 2024-25)

12.	<b>ISO Certification:</b> The Bidder must have ISO 9001 certification for the supplies/items required.	Certificate thereof
13.	<b>Mandatory Undertaking:</b> <ul style="list-style-type: none"> <li>• A declaration by the Bidder as regard to Qualification under Section 7 and to abide by the regulations enshrined under Section 11 of the Code of Integrity Act shall be given and</li> <li>• The bidder will also submit an undertaking stating therein that he/she has thoroughly gone through the tender document and understood it and accepts all the terms and conditions mentioned in the tender.</li> </ul>	Declaration to be given on on bidder's letter head to abide by the same and  A declaration on Non Judicial stamp paper valuing Rs.100/- be furnished.

\* Note: -

*The Startup Enterprises/Units in Micro and Small Scale Categories in this Sector/service are exempted from the deposit of EMD/prior experience/turnover requirements provided they meet the requisite quality standards and other specifications as laid down in the tender. Supporting documents (Copy of Registration with said Agencies) should invariably be submitted with the technical bid, for said exemption.*

After scrutiny of the Technical Bids, the Financial Bid of only technically qualified bidders shall be considered for further financial scrutiny & comparison to decide and declare Lowest successful bidder (L1 who quoted lowest rate/price for the supplies in question).

**B. OTHER TERMS AND CONDITIONS: -**

1. Tenders not submitted in the prescribed manner/format shall not be considered and will be rejected out rightly. Tender without tender fee and/or earnest money will not be considered.
2. DDSE(S) reserves the right to reject any or all the tenders without assigning any reason. Part rate or Conditional or telegraphic or alternative tenders will not be accepted.
3. Tender fee is non-refundable.
4. Each book should have ISBN Number of Govt. of India.
5. Mere issuance of this Bid document to prospective Bidder shall not be construed as award letter. Bidder's offer is liable to be rejected if they don't submit any of the certificates / documents sought in the Bid document.
6. Whether the bidder meets the specific eligibility Criteria or not? shall be checked or ascertained, on opening of their bids and scrutinizing the documents so furnished by them along with their Bid, by the Purchase Committee of this office.
7. Technical Bids shall be opened on dated 09-12-2025 at 11:30 AM by the Purchase Committee in the presence of the bidders or their representatives, who wish to remain present.
8. **Financial Bids only of technically qualified shall be opened.**
9. The bidding process shall be subject to the provisions of the HPFR, 2009 and Himachal Pradesh Procurement Rules made there under.
10. Since, MRP is mentioned on the books, trade discount on books be mentioned on the MRP, which should **not be less than 30% (Percent) of MRP. Bidder offering higher discount will be given preference but there shall be no compromise with the quality of the goods/items required.**

11. Expense on account of Advertisement of Tender (incl. Newspapers), shall be recovered from successful bidder.
12. Bidders are advised to check applicable GST on their own before quoting the rates. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actual or applicable rates (whichever is lower), subject to the maximum of quoted GST %.
13. Any condition quoted in tender document may be relaxed by the DDSE(S) District Bilaspur (HP) in consultation with Purchase Committee/Section Officer (HPFAS) to meet out the requirement of goods/items and/or wherever & whenever such necessity arises.

#### 4. EARNEST MONEY DEPOSIT (EMD): -

Bidder shall have to submit **EMD @ Rs. 75,000/- (Seventy Five Thousand only)** in the form of crossed Demand Draft or duly pledged Fixed Deposit Receipts, drawn in favour of "Deputy Director of School Education (Secondary), Bilaspur HP" payable at Bilaspur (HP).

The bid shall not be entertained in case received without the requisite EMD.

The EMD of unsuccessful bidder will be refunded to them on their written request or as is decided by the undersigned and no interest will be paid on such EMD. Earnest Money of successful tenderer shall remain in the custody of the Buyer till the entire supply of goods is made to the best of satisfaction of the Buyer.

EMD should be submitted with the technical bid. The Earnest money in the shape of Bank Guarantee or any other form will not be entertained.

No interest shall be payable on the amount of earnest money. The tenders of those bidders/firms who do not deposit the earnest money in the prescribed manner will be summarily rejected and their tenders will not be opened.

##### 1. The EMD shall be forfeited in the following cases: -

- i. If the Bidder withdraws its bid or varies any of the terms & conditions in regard thereto during the bid validity period Or
- ii. If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) Or
- iii. If the bidder does not accept the correction of its Bid Price, if any Or
- iv. If the successful bidder fails or refuses to accept/ execute the Supply Order when required. Or
- v. In the case of a successful Bidder, if the Bidder fails to execute the Contract agreement within the specified time limit and/or to furnish the required Performance Security, in accordance with T&C.

#### 5. PRICE: -

The Rates shall be explicitly quoted for goods/items required and shall be firm, final & F.O.R. destination based (i.e. Library Room of concerned school/institution) inclusive of all taxes & duties as applicable under law and other costs on account of Transportation, Insurance, terminal damages if any etc.

*Trade discount not less than 30% on the Maximum Retail Price (MRP) shall be provided. Bidder offering higher discount will be given preference but there will be no compromise with the quality of the goods required and/or other terms of the tender document.* In this regard, the decision of the Purchase Committee/DDSE(S) Bilaspur shall be final and binding on all the stakeholders/Bidder/ concerned person.

## 6. TAXES AND OTHER DUTIES.

- i. Taxes, duties and levies, prior to deadline for submission of bids shall be mentioned in Financial Bid i.e. Schedule of Quantities & Prices.
- ii. All taxes & duties mentioned in the financial bid as per clause 6(i) above will be paid/ reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes & Duties in Financial Bid subject to clause 6(iii) below. No other taxes and duties shall be payable/ reimbursable by Deputy Director of School Education (Secondary) Bilaspur.
- iii. Statutory variation, in Taxes and Duties or levy of any new Tax after deadline for submission of bid will be adjusted/ reimbursed against production of documentary evidence.
- iv. TDS applicable for the said items shall be deducted at source by Deputy Director of School Education (Secondary) Bilaspur, for which TDS certificate will be issued.

## 7. BID VALIDITY

The rates will be valid for 90 days from the date of opening of the Financial Bid.

## 8. PREPARATION AND SUBMISSION OF BID:

The bid/quotation shall have to be submitted by the bidder concerned in two-envelope system in the following manner:

- I. **ENVELOPE NO.1** shall be super scribed as "Technical Bid" and shall contain the following documents/certificates as enshrined/required under the provisions of this tender document: -

SN.	Particulars	Remarks
1.	Forwarding letter (Anenxure-1)	
2.	Checklist (Anneuxre-10)	
3.	Tender Form Fee Rs.2000/- only in the form of DD	DD No..... Date.....
4.	EMD Rs.75,000/- only in DD/FDR shape as directed.	DD/FDR No..... Date.....
5.	Certificate of Registration/Legal entity issued by the Govt./Comp. authority	
6.	Certificate of OEM/ Authorized dealership / Book seller/Publisher	
7.	MSMEs/Startup certification, if any	
8.	Audited Balance Sheets and Profit and Loss Account of last three years (Both duly certified by the CA Certificate with CA's Registration Number and Seal) (from 2022-23, 2023-24 to 2024-25).	
9.	Work Orders/ Agreement/ Completion Certificate from the Client concerned (for last 03 financial years i.e. 2022 to 2025)	
10.	ISO/ISI/BSI certification	
11.	Duly signed & stamped copy of GST No. & PAN No. of the firm	
12.	No Tax liability/Tax clearance certificate	
13.	Non-blacklisting Undertaking/ Affidavit	
14.	Anti Collusion Certificate	
15.	Copies of Income Tax Return of previous year (2023-24 or 2024-25)	
16.	Declaration to be given on on bidder's letter head to abide by the Code of Integrity	
17.	A declaration on Non Judicial stamp paper valuing Rs. 100/- in lieu of having been thoroughly read, understood & accepted in all respects.	
18.	Certificate on official letter head of the firm duly verifying/submitting: Name & Address of the bidder's banker, Bank Account No. IFSC/MICR Code for NEFT/RTGS purpose.	

- II. **ENVELOPE NO. 2 (Schedule of Quantity & Price)** shall be super scribed as “Financial bid” and shall contain the following:
- i. Financial Bid as per Annexure-8 duly filled (quoting prices (in INR) for each product/item, correct in all respects), signed and stamped.
  - ii. Rate Reasonability Certificate (Annexure-9) to the effect that the offered rates in tender are at par with and/or lesser than the prices charged from other Govt. Deptt./Semi Govt./PSUs/Corporate Institutions (to be provided on official letter head of the firm with specific mention of NIT/Tender reference).
  - iii. No Commercial deviation is acceptable. Bidders will submit No deviation Certificate of Commercial/arithmetical accuracy.
- III. **ENVELOPE NO. 3: Both the Envelopes 1&2** shall be put in a third bigger envelope duly super scribed as “NIT reference No. & Due date of opening i.e. \_\_\_\_\_” on top of the envelope and complete address of the bidder along with their telephone & fax numbers at bottom left corner and should reach on or before due date & time on the following address:-  
**Deputy Director of School Education (Secondary), Bilaspur (H.P.) Pin No. 174001.**
- IV. Failure of the bidder to submit any of the above-mentioned documents with their technical bid may render their bid liable for rejection on grounds of being non-responsive to/ non-compliant with tender requirements.

#### 9. SIGNING OF BID

- i. Complete Bid document duly filled in all respects and all the pages of Bid should be serially numbered, signed on each page by the contractor/bidder either by himself/herself or his/her authorized signatory/representative.
- ii. Any Authorization to sign on behalf of the Bidder shall consist of “Power of Attorney” by the Bidder (or) any change of authorization shall be resolved by the firm/ company itself, which shall be immediately communicated to this office/Purchase Committee.
- iii. A person signing the Bid form or any documents forming part of the Bid on behalf of another person/firm should have an authority to do so and if, on enquiry it appears that the person(s) so signing the bid/other documents had no authority to do so, the Bid shall be rejected straightway and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

#### 10. EVALUATION OF BIDS and AWARD: -

1. The Purchaser/purchase committee will examine the bids to determine whether they are complete in all respect, free from any computational errors and whether the bids are generally in order, conforms to all the terms, conditions and specifications of the Tender documents without any deviations or not/otherwise?
2. **At First, Technical Bids so received will be opened and scrutinized by the Purchase committee as per prescribed eligibility criteria to find out technically eligible firms/bidders for further evaluation process.**
3. The Evaluation process shall be subject to the provisions of the HPFR, 2009, Himachal Pradesh Procurement Rules made there under, other instructions issued by the Govt. of HP.
4. **After technical evaluation, Financial Bids only of those bidders, who qualify the Technical Bid eligibility criteria will be opened and considered for comparison to select the Lowest**

**Bidder as L1 for further award of work.** Though DDSE(S) Bilaspur (in consultation with the Purchase Committee) reserves the right to place order upon more than one firm in case it is necessitated to execute the orders in time without seeking any consent of the L1 Bidder, which shall be binding on the firm concerned.

5. During bid evaluation, the Purchaser may ask the bidder for clarification of its bid, if any. The response of Bidder shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. However, if required for reasonability of the price quoted, negotiation can be called by the Purchase Committee.

• **GENERAL TERMS & CONDITIONS: -**

1. **CONTRACT AGREEMENT**

The Firm will have to enter into a "Contract Agreement" with the Buyer for carrying out the aforesaid work, **within a week** of the receipt of the supply order. Only the Contractor or his authorized representative of executive level will be allowed to sign the Contract Agreement. In case Contract Agreement is not entered within the stipulated period, the supply order will be cancelled without any further notice and the Earnest Money/Performance security deposited with DDSE(S), Bilaspur HP will be forfeited.

2. **PERFORMANCE SECURITY:**

The successful bidder/supplier shall furnish/deposit **Performance Security of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only)** in the shape of FDR duly pledged in the name of the "Deputy Director of School Education (Secondary) District Bilaspur HP payable at Bilaspur HP" strictly within one week of the receipt of supply order.

Performance Security shall remain valid for a period of Sixty (60) days from the date of completion of contract including warranty and guarantee period to the best of satisfaction of Procuring authority.

a. The Performance security shall be partially or fully forfeited, if at any stage;

- i. any of the information given/ declaration/certificate is found false or incomplete and/or
- ii. tenderer/ bidder refuses/ disagrees to accept or comply with the terms & conditions of the tender and/or Contract agreement.

3. **PRICE VARIATION CLAUSE**

The offer of rates by the bidder/firms will subject to the price fall clause i.e. if any item is offered at a lower rate by the bidder at any other place/state in India, he shall not charge higher rate for the item offered in the tender. In any case, it comes to notice of the Purchase Committee that the rates so quoted are higher then the same shall not be accepted and rejected accordingly at any stage. Rate Reasonability Certificate as required above shall be enclosed with the Technical Bid.

4. **DELIVERY OF SUPPLIES**

The material shall have to be supplied and installed at the designated Govt. Sr. Secondary Schools of this District (Annexure- B) **within 20 days** from the date of receipt of supply order, which shall be reckoned from **the 5<sup>th</sup> day of issuance** of Supply order. Otherwise, the Purchaser reserves the right to cancel the supply order without any liability/financial obligation and to charge the supplier with monetary penalty for any loss occurred as a result of supplier's failure to fulfill its obligation to deliver the required goods within the term specified.

## 5. PACKING

The supplier shall provide proper and adequate packaging to the Books/goods in accordance with commercial best practices to ensure that material supplied to the Purchaser is free of damage. The firm shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by the Purchaser due to Supplier's non-compliance with such instructions, will be charged to the Suppliers account or deducted from the total payment to be made to the firm concerned. The Purchaser reserves the right to reject any and/or all material, deemed by the Purchaser to have been inadequately packaged/damaged/distorted items.

## 6. TRANSIT INSURANCE

The supplies shall be got insured by the supplier from Firm's premises up to respective F.O.R. destination at their own risk and cost.

## 7. DELAY IN DELIVERY

After placement of the supply order, if the supplier fails to supply the ordered goods in full at respective Govt. Schools in Distt Bilaspur within the stipulated delivery period or non compliance with the prescribed specification/terms of the tender, he shall, without prejudice to any other right or remedy of the Buyer on account of such default, pay compensation for delay in supply **@ 0.5 percent per week, on the purchase value of undelivered goods/items** for the period of delay, subject to a **maximum of 5% (five percent) of the Supply Order value**. The amount of compensation may be adjusted/withheld/deducted or set-off against any sum due or payable to the Supplier/Vendor under this or any other contract with the Buyer. The payment or deduction of such compensation shall not relieve the Supplier from his other obligations and liabilities under the Contract.

## 8. FORCE MAJEURE

The failure of a Party to fulfill any of its obligations under the terms of the Tender documents/contract agreement shall not be considered to be a breach of, or default insofar as such liability arises from an event of Force Majeure, provided that the Party affected by such an event takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this tender document/contract agreement. *A "Force Majeure" is an event beyond the reasonable control of a Party which makes that Party's performance impossible or so impractical as reasonably to be considered impossible and includes riot, civil disorder, earthquake, fire, explosion, flood or other adverse weather conditions, strikes, or confiscation or any other action by governments.*

## 9. INSPECTION

There will be an Inspection committee in each school concerned, which shall inspect the ordered items to ensure compliance with the terms & conditions of the tender document, conformity to the specifications and good condition before delivery of items is accepted by the consignee concerned (i.e. Head of the Institution/school). The Purchaser reserves the right to reject any and/or all material, found to be not in consonance/conformity with the terms specified in the tender document/agreement.

## 10. GUARANTEE/WARRANTY

The material (requisitioned Library books) shall be free from all sorts of printing defects, poor paper quality and shall be duly guaranteed/ warranted against any manufacturing defect and poor workmanship **for a period of 12 months** from the date of supply or as per manufacturer's standard

Guarantee/Warranty policy, whichever is more. In case of any discrepancy/defect found in supplied material, the same shall have to be replaced, free of cost, by the supplier within a reasonable period of time.

*The amount of Performance Security/Security Deposit shall be retained by the undersigned for a period of two months from the date of completion of supplies as a safeguard against any defect appearing in the Books so supplied within this period.*

#### **11. SAMPLE OF BOOKS**

Sealed samples of 30 different books (as mentioned in Annexure-A) is mandatory to be deposited by the bidder with the Store In-charge of this Office, which will be evaluated along with financial bid.

#### **12. PAYMENT.**

No advance payment would be made in any case. Only after satisfactory completion of supplies in each institution, payment would be made after statutory deduction/ other deductions as may be applicable.

Payment shall be made through electronic mode i.e. RTGS/ NEFT. The necessary bank charges, if any shall be borne by the supplier.

#### **13. TELEGRAPHIC QUOTATION**

Telegraphic quotations or quotations received through Fax/E-Mail shall not be considered for evaluation purposes.

#### **14. LATE TENDER**

Late tenders i.e. tenders received beyond the expiry of stipulated date & time/posted either on or after the prescribed stipulated date & time, shall not be accepted and rejected straightway.

#### **15. AMENDMENTS/ADDENDUMS**

If any amendment/clarification is carried out in the technical specifications and bid terms & conditions or any other information, the same will be uploaded on the website (<https://ddhebilaspurhp.edu.in/>). It will not be intimated to individual bidder. The Interested bidders are advised to check the website regularly.

#### **16. CONTRARY CONDITIONS**

Unless mentioned in contrary in the bid, it shall be presumed that all the terms and conditions stipulated in this tender document are acceptable, in totality, to the bidder.

#### **17. DISPUTE AND ARBITRATION**

Any dispute pertaining to this tender or its contract, will subject to Distt. Bilaspur (H.P.) court jurisdiction only.