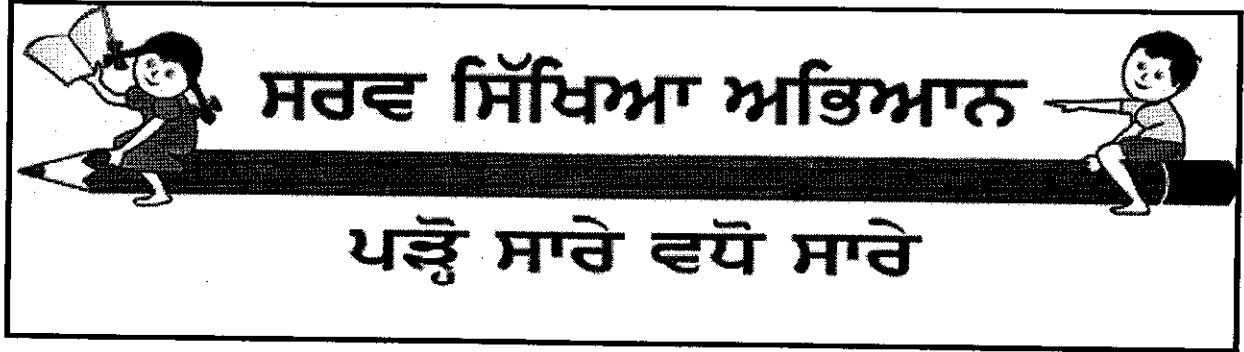


O/o Director General School Education-cum-State Project Director
Sarva Shiksha Abhiyan Authority, Punjab
Vidhaya Bhawan, Punjab School Education Board, 5th Floor, Block-E, Phase-8, SAS Nagar

Phone No.: 0172-5212313, Fax No.: 0172-5212369-70, e-mail: ssaprinting@gmail.com

Tender Document

For Printing of Vidhaya Calender (Upper Primary) for Session 2015-16
(Tender No.: SSA/Proc./2014-15/15 Dated: 18-02-15)




Certified that this Tender Document contains page no. 1 to 21

Note: -

The prospective tenderer have the option to download the tender document from www.ssapunjab.org, but they shall have to pay a fee of Rs.1000/- (One Thousand Only) as tender fee & Rs. 6000/- (Six Thousand only) as Earnest Money Deposit in the shape of Demand Draft in favour of "State Project Director, Sarva Shiksha Abhiyan Authority, Punjab", payable at Chandigarh. If cost of the Tender Document & Earnest Money Deposit is not attached along with the Technical Bid of the Tender Document, bid will be rejected outrightly.

Technical and Financial bid to be given in seperately sealed covers packed then in a single sealed cover.


State Project Director
Sarva Shiksha Abhiyan Authority
SAS Nagar, Punjab

TENDER NOTICE

Sr. No.	Particulars	Details
1	Tender Notice No	Tender No.: SSA/Proc./2014-15/15 Dated: 18-02-15
2	Name of the work	For printing of Vidhaya Calender Upper Primary Level
3.	Cost of Tender Document	Rs. 1,000/- (Rupees One thousand Only)
4.	Earnest Money Deposit	Rs. 6000/- (Rupees Six Thousand only)
5.	Performance Security	@10 % of total value of work order
6.	Date & Time of Sale of Tender	18-02-2015 at 11:00 pm
7.	Last date for submission of Tender	upto 04-03-2015 by 11:00 am.
8.	Opening of Tenders	Technical bids will be opened on 04-03-2015 at 11:30 am in the O/o SSA Authority, Punjab, Vidhaya Bhawan, PSEB, Block-E, 5th Floor, Phase-8, SAS Nagar in the presence of tenderers or their representatives, who wish to be present. Technically qualified firms will be considered for opening of their financial bids on the 05-03-2015 at 11:00 pm.
9 .	Financial Bid	Performa "VI"

Notes: -

- (i) In case the date of opening of tender falls on a holiday, tenders will be opened on the next working day at the same time.
- (ii) No bidder shall be allowed to withdraw his tender after its opening.
- (iii) Rates both in figures and words should be quoted on the prescribed Performa and these should not be over written.
- (iv) Tenders quoted on other than Tender Document of this office will not be accepted.
- (v) Tenders which are not in the prescribed form/ incomplete/ or vary any of the conditions listed in the tender documents will be rejected out rightly.
- (vi) All the columns of the tender form should be, properly filled in.
- (vii) The bidder should serially numbered, stamp and sign all the bid documents and attachments other than drafts.
- (viii) The successful tenderer is required to submit Performance security @ 10% of total value of work/supply order within 7 days of issuance of work order in the shape of Demand Draft in favour of "State Project Director, Sarva Shiksha Abhiyan Authority, Punjab" payable at "Chandigarh".

In case of failure to do so within 7 days of issuance of work/supply order then EMD of the successful tenderer would be forfeited and the work will be allotted to other party.

1. **ELIGIBILITY**

- 1.1 Tender Cost of Rs. 1000/- (Rupees One Thousand only) as in the form of Demand Draft in favour of "State Project Director, Sarva Shiksha Abhiyan Authority, Punjab" payable at "Chandigarh".
- 1.2 Earnest Money of Rs. 6000/- (Rupees Six Thousand only) as in the form of Demand Draft favour of "State Project Director, Sarva Shiksha Abhiyan Authority, Punjab" payable at "Chandigarh".
- 1.3 Certificate as per Performa "I" for authorization and verification of authorized signatory in favour of person(s) authorized to sign the tender bid and all correspondence/documents, typed on Company Letter Head, stamped and signed by Proprietor/Partner(s)/Managing Director/Director must be attached.
- 1.4 An Affidavit on Non Judicial Stamp Paper of Rs. 10/- (Rupees Ten only) as per Performa "II" stamped and signed by the authorized signatory and duly attested by Public Notary must be attached.
- 1.5 Declaration, typed on Company Letter Head, stamped and signed by Authorized signatory (Performa –"III") must be attached.
- 1.6 Check list for Pre Qualification cum Technical Bid duly filled in stamped and signed by the authorized signatory (Performa –"V") must be attached.
- 1.7 Copy of PAN No (PAN Card) must be attached.
- 1.8 Copy of EPF No. (if firm covered under EPF Act.) and copy of Sale Tax No. and copy of SSI Registration Certificate with State Govt. must be attached. However all statutory obligations/liabilities like Salary, ESI, and PF as per labour laws for manpower employed will be the sole responsibility of the bidder.
- 1.9 Copy of Sales tax/SSI Registration Certificate must be attached.
- 1.10 Copies of latest income Tax return for last 3 years must be attached.
- 1.11 The bidder must have Rs. 10.00 Lakh (annually) turnover in the similar type of printing work during the last three years for financial Session 2011-12 to 2013-14. Copies of audited P&L accounts and balance sheets for the last 3 years must be attached.
- 1.12 The bidder must enclose two satisfactory performance certificate of similar work for value not less then Rs. 2.00 Lacs (against single work order must be attached) for financial session 2012-13 to 2013-14 from any Govt./Semi Govt.
- 1.13 All the bidders are required to submit 12 sheets of legal size paper as per specifications given in performa 'VI' duly authenticated by mill/distributor/bearing name of the mill, grammage & Type of paper and signed by the bidder with stamp. Quality of the sample papers must be got tested by the Govt. approved paper testing lab.
- 1.14 In case the bidder is an ISO certified then documentary proof must be attached.
- 1.15 Declaration under section 4 of the Press & Registration of Books Act 1867 should be attached. (Act No. 25 of 1867)
- 1.16 To be eligible to participate in the tender, the bidder should own the following minimum printing machinery and should have the infrastructure facilities. List of printing machines must be attached on company letter head with signature & stamp.

Printing Machines:

One Cutting Machine and One Double-Colour offset printing Machine.

SECTION - I

2. SCOPE OF WORK: -

2.1 INTRODUCTION: -

2.1.1 **Sarva Shiksha Abhiyan Authority, Punjab (SSA Authority, Punjab) is the comprehensive and integrated flagship programme of Govt. of India, to attain Universal Elementary Education (UEE) in the country in a mission mode. Launched in partnership with the State Govt. and Local Self Govt. SSA Authority, Punjab aims to provide useful and relevant education to all children in 6-14 Age**

2.2 Approach: -

Consequent upon issuance of work/supply order to undertake the job in favour of the successful bidder, the concerned bidder shall deposit Performance security @ 10% of total value of work/supply order in the shape of Demand Draft/Bank Guarantee/Fixed Deposit Receipt in favour of "State Project Director, Sarva Shiksha Abhiyan Authority, Punjab" payable at "Chandigarh".

Keeping in view, the urgency of the matter, the progress of the work done by the contractor shall be reviewed on weekly basis as under:-

- 2.2.1 The contractor shall submit a report of the progress achieved during the previous week at 10:00AM on every Monday to **SSA Authority, Punjab**.
- 2.2.2 The **SPD, SSA Authority, Punjab** may depute a team of his officers to conduct on the spot verification of the volume of work done by the contractor and the quality of printing.
- 2.2.3 The quality of the paper sample drawn at random shall be got tested at the cost of the contractor.
- 2.2.4 If the progress of work is not found satisfactory, **SPD, SSA Authority, Punjab** may without prejudice to any other remedy for breach of contract, by written notice of the fault send to the bidder, terminate the contract in whole or part thereof.

SECTION-II

3. GENERAL CONDITIONS

- 3.1 Invitation of bid for **Printing of Vidhaya Calender Upper Primary Level.**
- 3.2 The **printing of above said material** should conform to Technical Specifications mentioned in the Performa "VI".
- 3.3 Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
- 3.4 Sealed offers should be submitted to **"State Project Director, Sarva Shiksha Abhiyan Authority, Punjab, Vidhaya Bhawan, P.S.E.B, 5th Floor, Block-E, Phase-8, SAS Nagar"** not later than the last date and time of submission.
- 3.5 This Tender document is not transferable.
- 3.6 Validity of the bid: - 90 days from the date of opening of tenders.
- 3.7 The bidder shall strictly abide by the time schedule for printing and delivery of the printing material as per work order.
- 3.8 The SSA, Punjab may at its sole discretion, award the work to more than one bidder.
- 3.9 Subletting the assigned work is strictly prohibited. Incomplete and Conditional Tender will not be accepted.
- 3.10 The rates quoted by the tenderer in the Performa "VI" (Financial Bid) should be the Net Rates after due consideration of the exemption clause of the excise duty and other levies on the paper as per the GOI Notification issued from time to time, wherever applicable.
- 3.11 All the pages of the Tender submitted must be serially numbered, stamped and signed by the authorized signatory.
- 3.12 The consequent upon acceptance of Bid, the Tender Document will be deemed to be converted into Contract Agreement.
- 3.13 SPD, SSA, Punjab reserves the right to cancel any or all the bids without given any reason whatever.

Note: -The Sarva Shiksha Abhiyan Authority, Punjab shall not be responsible for any postal delay about non-receipt/non delivery of the documents.

SECTION – III

4. INSTRUCTIONS TO BIDDERS: -

4.1 PROCEDURE FOR SUBMISSION OF BIDS: -

4.1.1 There shall be a Two-Cover System followed in this tender. The bids shall be submitted in the following manner: -

a) Technical Bid along with EMD and Tender Cost in one cover.

b) Commercial bid in another separate cover.

4.1.2 The Technical Bid should be filled in original and should be sealed in a separate cover. The Technical bid should be super scribed as "**Technical Bid- Envelope A; Tender No.: SSA/Proc./2014-15/15 Dated: 18-02-15**" and put in the main cover. The Bidder should put his seal and sign on all pages (serially numbered) of the Pre-qualification cum Technical bid.

4.1.3 The Commercial Bid in the prescribed format should be filled in original in a separate cover. The Commercial Bid should be super scribed as "**Commercial Bid- Envelope B; Tender No.: SSA/Proc./2014-15/15 Dated: 18-02-15**" The Bidder should put his seal and sign on all pages (serially numbered) of the Commercial Bid.

4.1.4 Both the bids should be enclosed in a single envelope which should bear the name of the bidder and should be super scribed as "**printing of Vidhaya Calender Upper Primary Level**"

4.1.5 The covers thus prepared should also indicate clearly the name, address and Phone No. of the Bidder to enable the Bid to be returned unopened in case it is received "Late."

4.1.6 Pre-qualification cum Technical Bids will be opened on the prescribed date and time and checked for submission of EMD and other applicable documents specified.

4.1.7 The bids received late after the last date and time for receipt of bids prescribed in the tender document shall be rejected and returned unopened to the Bidder.

4.2 TENDER EVALUATION: -

4.2.1 The tenders relating to pre-qualification and technical bid documents will be opened and after evaluation, the Financial Bid of only those bidders will be opened who will qualify the pre-qualification and technical rounds on the 04-03-2015 at 11:30 am or the subsequent date and time intimated to them in the presence of such Bidders, who wish to be present.

4.2.2 The Earnest Money Deposit of selected bidders will be refunded after submission of performance security and the EMD's of the Unsuccessful bidders will be refunded after the completion of tender process.

4.3 Cost of submission of Tender document: -

4.3.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the

SSA Authority, Punjab and the SSA Authority, Punjab will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4.3.2 The bidder is expected to carefully examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.

4.4 Clarification regarding Tender Document:-

4.4.1 A prospective Bidder requiring any clarification of the Tender Document may contact the office of the **SSA Authority, Punjab** personally. The **SSA Authority, Punjab** will try to respond to the query then and there. However, submission of request for clarification will not entitle the Bidder for any extension of time in submission of the Tender Document.

4.5 Amendments in the Tender Document:-

4.5.1 At any time up to the last date for receipt of bids, the **SSA Authority, Punjab** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.

4.5.2 The amendment will be notified by general advertisement, /website "ssapunjab.org," /through letter, FAX or Email to the prospective Bidder(s) who have received the Tender Document and the same will be binding on them.

4.5.3 In order to afford prospective Bidder(s) reasonable time, or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the **SSA Authority, Punjab** may, at its discretion, extend the last date for the receipt of Bids.

4.6 Language of Bids:-

4.6.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the **SSA Authority, Punjab**, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.7 Selection Process:-

4.7.1 Assessment of the documents will be done by a committee constituted for this purpose. Those agencies who have submitted all necessary enclosures and fulfill eligibility criteria will be evaluated by the committee.

4.8. Delivery: -

4.8.1 The quantity of Material ordered to the printer shall be completed and delivered by the printer in suitable bundles to the specified consignees at printers own risk and responsibility.

4.8.2 The Material should be packed in polythene bags in suitable quantity depending upon thickness. In no case, weight of one pack should be more than 10 Kg each.

- 4.8.3 The printer shall get the Material, counted by the specified consignees or his nominee at the time of delivery, and shall obtain receipt from them along with the stock entry number and counter signed by the client's authorized signatory of the district for payment purposes.
- 4.8.4 The date on which the goods, physically reach in all consignees shall be deemed to be the actual date of delivery.
- 4.9 Payment: -**
- 4.9.1 Payment shall be made in Indian rupees on Final acceptance & after verification by the specified consignees and their issue of clearance & acceptance certificates to the satisfaction of **SSA Authority, Punjab.**
- 4.9.2 The supplier's request for payment shall be made to the purchaser in writing, accompanied by an invoice describing the Goods delivered and receipt of the same by the client's authorized representatives duly entered in stock register by the consignees at the final destination sites and upon fulfillment of other obligations stipulated in the contract.
- 4.10. Defect Liability period and Performance guarantee: -**
- 4.10.1 Defect liability period shall be six months from the date of final acceptance & verification of the supply.
- 4.10.2 Successful bidder shall deposit performance security @ 10% of the work/supply order in shape of Demand Draft. EMD would be returned when such performance security is deposited. In case performance security is not deposited within 7 days of issuance of work/supply order then EMD of the successful tenderer would be forfeited, work/supply order would be cancelled and it will be allotted to other party.
- 4.11 Delays in the Supplier's performance: -**
- 4.11.1 Delivery of Material and performance of the services shall be made by the bidder/ supplier in accordance with the schedule specified by the **SSA Authority, Punjab** at the time of issuance of work/supply order.
- 4.11.2 Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier for any or all of the following:
- (i) Forfeiture of its performance security.
 - (ii) Imposition of liquidated damages; and
 - (iii) Termination of the contract for default.
- 4.12 Liquidated Damages: -**
- 4.12.1 Subject to the Force Majeure clause, if the supplier fails to deliver any or all of the goods within the time period(s) specified in the work/supply order, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the work/supply order price, as liquidated damages, a sum equivalent to 2% (two percent) of the price of the delayed Material or unperformed services for each week or part thereof for delay until actual delivery or

performance, up to a maximum deduction of 10% of the delayed goods or services contract price. Once the maximum is reached, the **SSA Authority, Punjab** might consider termination of the contract.

4.12.2 In addition, the supplier will be liable to be blacklisted and the **SSA Authority, Punjab** may levy penalties as per terms and conditions of the Tender Document.

4.12.3 In case of termination or cancellation of the contract, the supplier's EMD and/ or contract performance security will be forfeited.

4.13 **Suspension of Payment:** -

4.13.1 The client may after written notice of suspension to the supplier, suspend all payments to the supplier under the contract, if the supplier fails to perform any of its obligations under this contract provided that such notice of suspension.

4.13.2 Specifying the nature of the failure;

4.13.3 Requests the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

4.14 **Termination for default:** -

4.14.1 The **SSA Authority, Punjab** 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 and forfeit his EMD/ Performance Bank Guarantee if:

- (i) The supplier fails to deliver any or all of the goods within the time period(s) specified in the work/supply order, or any extension thereof granted by the purchaser.
- (ii) The supplier fails to promptly replace any goods rejected when submitted for testing or subject to a recall ordered by the applicable regulatory authority due to unacceptable quality or rejected at the time of delivery or at later stage when opened; or
- (iii) The supplier fails to perform any other obligation(s) under the contract.
- (iv) The supplier, in the judgment of the **SSA Authority, Punjab** has engaged in corrupt or fraudulent practices while competing for or in executing the contract.

4.14.2 In the event, the purchaser terminates the contract, in whole or in part, the **SSA Authority, Punjab** may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Material. However, the supplier shall continue the performance of the contract to the extent not terminated.

4.15 **Termination of insolvency:** -

4.15.1 The purchaser may, at any time, terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

4.16 Termination for convenience:-

- 4.16.1 The purchaser may, by written notice sent to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 4.16.2 The goods that are complete and ready for supply within 30 days after the supplier's receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect to:
- (i) Have any portion completed and delivered at the contract terms and prices, and/or
 - (ii) Cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for material and part previously procured by the supplier.

4.17 "NO CLAIM" Certificate: -

- 4.17.1 The bidder shall not be entitled to make any claim, whatsoever, against the client under or by virtue of or arising out of this contract nor shall the client entertain or consider any such claim, if made by the bidder after he shall have signed a "no claim" certificate in favour of the client in such forms as shall be required by the client after the works are finally accepted.

4.18 ARBITRATION: -

- 4.18.1 All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator i.e. the **Secretary, School Education, Punjab**. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at SAS Nagar.
- 4.18.2 In all matters and disputes arising hereunder the appropriate Courts at SAS Nagar shall have jurisdiction to entertain and try them.

4.19 Taxes and Duties: -

- 4.19.1 Suppliers shall be entirely responsible for all taxes including but not limited to any duties, levies cess, license fees, octroi, road permits and tolls, etc. incurred until delivery of the contracted goods to their final destination as prescribed by the purchaser.

4.20 Documents prepared by the bidder to be the property of the client: -

- 4.20.1 All plans, drawings, specifications, designs and other documents prepared by the bidder in the execution of the contract shall become and remain the property of the **SSA Authority, Punjab**, and before termination or expiration of this contract, the bidder shall deliver all such documents to the client under the contract along with the detailed inventory thereof, if so desired by the client.

4.21 . Confidentiality:-

4.21.1 The bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

4.22 Use of contract documents and information: -

4.22.1 The supplier shall not, without the prior written consent of **SPD, SSA Authority, Punjab**, disclose the contractor any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the **SSA Authority, Punjab** in connection therewith to any person other than person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.22.2 The bidder shall not, without the prior written consent of **SPD SSA Authority, Punjab** make use of any document or information.

4.22.3 Any document other than the contract itself shall remain the property of the **SSA Authority, Punjab** and shall be returned (in all copies) to the client on completion of the bidder's performance under the contract, if so required by the **SSA Authority, Punjab**.

4.23 Force Majeure: -

4.23.1 Notwithstanding the provisions of the bid, the bidder 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 the obligations under the contract, is the result of an event of Force Majeure.

4.23.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault of negligence and not foreseeable. Such events may include, but are not restricted to, acts of the **SPD, SSA Authority Punjab** either in its sovereign or contractual capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.23.3 If a Force Majeure situation arises, the bidder shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The **SPD SSA Authority, Punjab** may terminate this contract, by giving a written notice of minimum 30 days to the bidder, if, as a result of Force Majeure, the bidder is unable to perform a material portion of the contract for a period of more than 60 days.

4.24 Printing Quality: -

4.24.1 Text and Cover pages: - Specification as mentioned in Performa 'VI' & **BIS specification for text paper 1848::1991 (amended up to date) and for Cover paper 6956:2001 (amended up to date)**.

Text paper and cover paper both must confirm to all BIS Parameters/specification.

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

- 4.24.2 If any page left blank without any genuine reason, payment shall not be made for that page.
- 4.24.3 Normally no book in short size shall be accepted. Tolerance in short size up to 2% is acceptable.
- 4.24.4 In case there is variation from the specified size (including tolerance as mention in (4.24.3) above, a penalty of 2% of the total valid amount of the bill of the book will be levied and even the higher penalty can be imposed if the variation is large.
- 4.24.5 The SPD, SSA Authority, Punjab has the right to impose an additional penalty as he deems fit in case the general get up of the Material is defective and/ or standard of production is not satisfactory.
- 4.24.6 The SPD, SSA Authority, Punjab can also forfeit the whole printing bill of the printer in case of grave defects of very bad printing.

4.25. For Mistakes in Printing:

The Penalty for mistakes in a book will be imposed as under:-

(a) For Less serious mistakes:-

Mistakes that do not change the meaning of the word/sentence or figure i.e. wrong font letter missing of signs of Bindi, Adhak, Tippi, Matras or Comma etc. the penalty will be imposed as under:-

Sr. No.	Less Serious mistakes in Number	Penalty
i.)	1-20	: 1% of the bill amount.
ii.)	21-30	: 2.5% of the bill amount.
iii.)	31-50	: 5% of the bill amount.
iv.)	51-100	: 10% of the bill amount.
v.)	Above 100	: The goods will be rejected.

(b) For Serious Mistakes:-

Mistakes that change the meaning of the word/sentence or figure i.e. Mistakes in Maps, designs, digits etc., the penalty will be imposed as under:

Sr. No.	Serious mistakes in Number	Penalty
i.)	1 to 10	: 2% of the bill amount.
ii.)	11-20	: 3% of the bill amount.
iii.)	21-30	: 5% of the bill amount.
iv.)	31-50	: 10% of the bill amount.
v.)	Above 50	: The goods will be rejected.

(c) For the smudgy printing, defective title printing, improper registration etc., penalty will be imposed @ 1% to 5% of the valid payment of the bill or decided by Worthy SPD.

4.26 Corrupt or Fraudulent practices: -

4.26.1 The project requires the clients as well as the bidders to observe the highest standards of ethics during procurement and execution of their contracts. In pursuance of this policy, the project defines, for purpose of this provision, the terms set forth below as follow:

- (i) "Corrupt Practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusion practice among bidders (prior to or after bid submission) designed to establish bid price at artificial, non- competitive levels and to deprive the client of the benefits of free and fair competition.

4.27 Time schedule for completion of printing and supply: -

- 4.27.1 The Bidder shall submit a time schedule and the program of the execution of the allotted work within 7 days from the date of issuance of work/supply order of contract.
- 4.27.2 The printer shall mention the name of the mill text paper/ cover paper to be procured within 7 days from the date of print order/ award of contract.
- 4.27.3 Printer should supply 05 copies of each document ordered free of cost as specimen copies along with open CD (re-usable) of the entire work done under the contract.
- 4.27.4 A time limit for delivery of material required will ordinarily be fixed by the authority issuing the work order in, each case, having regard to the quantum, nature and magnitude of the work involved.
- 4.27.5 In case sample of any document is not available at the time of placing the order then supply time would be counted from the date of sample is made available for those book(s).

5. Miscellaneous: -

- 5.1 The **SPD, SSA Authority, Punjab** is not bound to accept the lowest tender which can be rejected without assigning any reason. The client also reserves the right to distribute the work to those bidders who are willing to execute supply at L1 rate. However, this would be done when the client is of the view that L1 would not be in a position to execute the supply in time.
- 5.2 The tender should be signed by the Proprietor/ Partner(s)/ Managing Director/Director of the firm. If the tender is signed by authorized signatory then it should be accompanied with an undertaking/certificate by the proprietor/ partner/ Managing Director/Director that he/they would be responsible for the commitments made by the authorized signatory. The undertaking/certificate as per Performa "II" should also bear 3 signatures of the authorized signatory duly attested by the Proprietor/Partner(s)/Managing Director/Director.
- 5.3 The printer must note that all the conditions of the tender and contract, given here are final. The tender once submitted shall remain valid for a period of 90 days from the last date fixed for their receipt in the office and cannot be withdrawn/ altered/ cancelled in part or as a whole during this period. No request for any relaxation or amendment or change in any of the conditions intimated by the printer would be considered in all matters relating to the interpretation of any conditions of the tender or the contract, the decision of the **SPD, SSA Authority Punjab** shall be final and binding on the printer.

- 5.4 Approved rates shall be valid upto 31st March of Financial Year or the date of completion of work order which ever is late. The repeat order shall not be given after a period exceeding one month from the date of expiry of last supply made and also subject to the condition that prices have since not reduced and purchases were not made on urgent basis and not exceeding 10% of the quantity ordered as per original supply order.
- 5.5 Physical verification of the printing press/ premises may be done if need be by the committee constituted by the **SPD, SSA Authority Punjab**.
- 5.6 In case a bidder adopts corrupt and fraudulent practices including fraud and misrepresentation of facts and tries to influence the tender process by any illegal means or tries to put any pressure to any authority dealing with the tendering process, his EMD shall be forfeited.
- 5.7 Any breach of the contract by the printer or failure to supply a given quantity of the printing items, or failure to show progress of the work, the department will have to rescind the contract by giving the notice and earnest money/performance security shall be forfeited. In case the material is used of less grammage, then the penalty shall be imposed 20% of the related total bill amount, in addition SPD, SSA may forfeit performance Security. If the paper is not used as per BIS specifications, the firm shall be asked to replace the material as per the specification demanded earlier, if the deptt. thinks so at the cost of firm. Otherwise the penalty shall be imposed as deemed fit in addition to any other action/s likely to be taken as under:
- a. Forfeiture of its performance security and payment of bills.
 - b. Termination of the contract.
 - c. Blacklisting of the firms.
- 5.8 The Bidder shall give the certificate/declaration as per Performa "IV" along with the bill.
- 5.9 The 1st proof with minimum 80% accuracy within 10 days from the date of issuance of work/supply order, 2nd proof with minimum 90% accuracy within 7 days and 3rd proof with 100% accuracy within 7 days from the date of receipt of the said material from the SSA Authority, Punjab will have to be submitted by the printer in the office of SPD, SSA Punjab for the purpose of proof reading. Any paragraph/Portion subsequently added by the component head will be excluded from the above mentioned criteria in case of given proof of material. In case first proof is not returned by the component Head with in 5 days from receipt of printed material from the firm or 3 days from receipt of material for 2nd proof from the firm & 2 days from the receipt for final proof from the firm, the firm will inform State Project Director, Punjab in writing & personally and seek for extension of time for completion of job order.
- 5.10 Vendor shall brought the facts in into the notice of State Project Director if cost of supply order increases by more than 10% & seek in writing his consent for including additional printing material given by the component head.
- 5.11 The printing and getup of the Material should be of high quality. Impression should be sharp, even and registration has to be perfect. Suitable deductions will be made from the printer's bill on account of defective printing, broken uneven impression, bad registration, inferior inks used etc. In case Material are totally rejected the Material will be destroyed without any payment for it. The decision of the **SPD, SSA Authority Punjab** on the report of the technical officers of the department shall be final in this respect.

- 5.12 The Final proof of the material to be printed will be got approved by the bidder in the actual shape, size, printing, binding, and lamination (if required) along with actual no. of pages from the **SPD, SSA Authority, Punjab** before starting the printing work.
- 5.13 These material in question shall be printed on behalf of **SPD, SSA Authority, Punjab** who is the sole license holder in the State under the copyright of the material.
- 5.14 Any violation of any terms and conditions of this tender would result in forfeiture of earnest and security money along with cancellation of contract in addition to other penal action as per the provisions of criminal/ civil law.
- 5.15 Printer must print Logo of **SSA Authority, Punjab** at the front side and his firm's full name and address at the back side of the printed material.
- 5.16 While printing the material it must be taken care that 1.2" margin be given from top of the page and 1" margin be given from the end of the page besides margin of 1.2" be given from left side of the page and 1" margin from the right side of the page. Printing must be done on font 12.
- 5.17 SSA, Punjab will periodically review the performance of the L-1 Printer and will take action as deemed fit in case of underperformance. If required their security deposit will be forfeited.
- 5.18 Any other information in regard to tender will be enumerated in the tender document for printing job from time to time.
- 5.19 SSA, Punjab reserve its right to terminate the contract of any agency/agencies in case of change in the Government procedures or unsatisfactory services.

I/we certified that all terms and conditions shall be abided by us.

Name of Signatory:

Capacity of Signatory:

Phone No.:

Email ID:

SECTION – VI

PERFORMA – “I”

(Referred to clause no. 1.3)

(To be typed on Company Letter Head)

TO WHOM SO EVER IT MAY CONCERN

I _____
*Proprietor/Partner(s)/Managing Director/Director of M/s _____

do hereby authorize Mr. /Mrs. _____

S/o _____

R/o _____

to sign the tender document for **printing of Vidhaya Calender Upper Primary Level in respect of Tender No.: SSA/Proc./2014-15/15 Dated: 18-02-15** on my/our behalf.

Further it is certified that the decision taken by him/her on the spot of tender and thereafter are final and will be binding on us.

His/her three signatures are attested below:

Signature (1)
(of person authorized)

Signature (2)
(of person authorized)

Signature (3)
(of person authorized)

Attested by

Proprietor/Partner(s)/Managing Director/Director

* Strike out whichever is not applicable.

PERFORMA – “II”

(Referred to clause no. 1.4)

(To be submitted by printer on non judicial stamp paper of Rs. 10/- (Rupees Ten only) duly attested by Public Notary along with Technical Bid)

AFFIDAVIT

I, _____ s/d/o _____ r/o _____
in capacity of Proprietor/Partner(s)/Managing Director/Director/Authorized Signatory of M/s _____
do hereby solemnly affirm and declare that:

1. I/we have read all terms and conditions of the Tender Document carefully and undertake to abide by them faithfully.
2. I/we have our own machinery/infrastructure.
3. My/our organization does not have any legal suit/criminal case pending against it for violation of PF/ESI/MW Act or any other law.
4. My/our firm has not been blacklisted or debarred by any state or Central government organization.
5. My/our firm has not been involved in the printing of spurious Material and has not been penalized by SSA Authority, any state or Central government organization for misrepresentation or for adopting corrupt practices.
6. The information furnished in all parts of this Tender Document is accurate and true to the best of my knowledge.
7. My/our firm shall not pay any type of commission to any person in regards to this tender.
8. My/our firm will not print the material in addition in any case to the order placed by the **SSA Authority, Punjab.**
9. My/our firm shall not sell even a single copy of the ordered material to any person/institution/firm other than **SSA Authority, Punjab.**
10. I/we fully understand that in case of above certificate/declaration are found false, I/we shall be liable to any penalty as per terms & conditions including criminal/civil prosecution under law.

Deponent

Date:

Place:

Verification:

I, _____ s/d/o _____ r/o _____
in capacity of Proprietor/Partner(s)/Managing Director/Director/Authorized Signatory of M/s _____
hereby solemnly affirm and declare that the
above affidavit is true and correct and no part of it is false and nothing has been concealed there
from.

Deponent

Date:

Place: