# O/o Director General School Education-cum-State Project Director Samagra 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 Supplementary Reading Material Session 2019-20

(E-Tendering mode only)

(Tender No.: SSA/Printing./2019/02, Dated: 15-01-2019)



Certified that there are total number of 26 pages in this tender document

State Project Director Samagra Shiksha Abhiyan Authority Punjab

#### **Guidelines for online tendering procedure**

For participating in the above e-tendering process, the Bidders shall have to get themselves registered with https://eproc.punjab.gov.in and get user ID and Password. Digital Signature is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process, please contact on 0172-2970263, 0172-2970264.

#### **CONDITIONS:**

- 1. Interested bidders can purchase the tender document online from website.
- 2. The bidders using Netbanking service of banks other than SBI are advised to submit their EMD and other fee (if any) in advance at least three working days prior to the last date of submission of the bid. Tender processing fee shall be strictly paid through online mode. Other mode of payment will not be considered.
- 3. Bidders/ Contractors, who wish to submit online tender can access tender document from the website, fill them and submit the completed tender document into Electronic Tender on the website itself. Bidders / Contractors shall attach scanned copies of all the paper, i.e. Earnest Money deposited, Tender Form Cost, Processing Fee & the certificates as required in Eligibility criteria.
- 4. Corrigendum / Addendum / Corrections, if any will be published on the website only.
- 5. If the date of opening of tender happens to be a holiday then the tender will be opened on the next working day at same time and same venue.

#### Note: -

The prospective bidders have the option to download the tender document from <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> They have to pay non-refundable fee of Rs. 1000/- (One Thousand only) and Processing Fees through online mode only (IPG/ Net Banking). The payments of Tender form fee and EMD through online mode only should be submitted before last date & time (as per document control sheet) failing to which bid of respective bidders would not be opened.

If cost of the Tender Document & requisite EMD are not paid as per above, the bid will be rejected out rightly.

Aspiring bidders who have not obtained the User ID and Password for participating in e tendering may obtain the same by registering in e-procurement portal (<a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>).

#### **TENDER NOTICE**

| Sr.<br>No. | Particulars                        | Details  |
|------------|------------------------------------|--|
| 1          | Tender Notice No                   | Tender No.: SSA/Proc./2019/02 Dated:-15.01.2019  |
| 2          | Name of the work                   | For Printing of Teacher Manual Math, Punjabi Manual, Practice Sheets, Baseline, Endline etc for session 2019-20.   |
| 3.         | Cost of Tender Document            | Rs. 1000/-/- (Rupees One thousand Only)  |
| 4.         | Earnest Money Deposit              | 2,10,000/- (Rupees Two lakh Ten thousand Only)   |
| 5.         | Date & Time of Sale of<br>Tender   | 15.01.2019 at 03:00 pm onwards (Tender Notice will be given in newspapers and Tender document will be available on SSA, Pb. website as <a href="www.ssapunjab.org">www.ssapunjab.org</a> & https://eproc.punjab.gov.in)  |
| 6.         | Pre Bid Meeting                    | 22.01.2019 at 12.00 a.m at O/o SSA Authority, Punjab, Vidhya Bhawan, PSEB, Block-E, 5th Floor, Phase-8, SAS Nagar.   |
| 7.         | Last date for submission of Tender | 04.02.2019 upto 05:00 p.m.   |
| 8.         | Opening of Tenders                 | Technical bids will be opened on 05.02.2019 at 12.00 am in the O/o SSA Authority, Punjab, Vidaya 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 06.02.2019 at 12:00 am. |
| 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 and same venue.
- (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 before uploading them.
- (viii) Composing, scanning, setting, designing etc would be the liability of the concerned bidder as the office will only provide the manuscript of the material supposed to be printed.
- (ix) The Bidder should have a fully functional office in Punjab. If not, the selected bidder shall open its office within one month from the award of contract.

#### 1. ELIGIBILITY

1.1 Tender Cost of **Rs. 1000/- (Rupees One Thousand only)** by online payment, RTGS/NEFT, Debit/Credit card and internet banking.

#### **Important Note:**

#### **Intimation Regarding Payment of Online Fees**

- **1.1.1.** The bidders are hereby informed to close/suspend their Bank Accounts, from which the EMD/Tender Fee/Processing Fee is paid for respective tender. In case of any refund issue relating to the respective tender, the department would not be liable or responsible in anyway.
- **1.1.2.** The bidders using Net Banking Service of banks other than SBI are advised to submit their EMD and other fees (if any) in advance at least (3) three working days prior to the last date of submission of the bid.
- 1.2 Earnest Money Deposit **Rs. 2,10,000/-** by online payment, RTGS/NEFT, Debit/Credit card and internet banking.
- 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 uploaded.
- 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 uploaded.
- 1.5 Declaration, typed on Company Letter Head, stamped and signed by Authorized signatory (Performa –"III") must be uploaded.
- 1.6 Check list for Pre Qualification cum Technical Bid duly filled in stamped and signed by the authorized signatory (Performa –"V") must be uploaded.
- 1.7 Copy of PAN No (PAN Card) must be uploaded.
- 1.8 Copy of EPF No. (if firm covered under EPF Act.) with State/ Centre Govt. must be uploaded. 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 GST No. & SSI Registration Certificate must be uploaded.
- 1.10 Copies of latest income Tax return for last 2 financial years must be uploaded.
- 1.11 The bidder must have Rs. 50 lacs average turnover in the said work during the last two years for financial Session 2016-17 to 2017-18. Copies of audited P&L accounts and balance sheets for the last 2 years must be uploaded.
- 1.12 The bidder must enclose satisfactory performance certificate of similar work.
- 1.13 In case the bidder is an ISO certified then documentary proof must be uploaded.
- 1.14 Declaration under section 4 of the Press & Registration of Books Act 1876 should be uploaded. (Act No. 25 of 1867)
- 1.15 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.
- 1.16 The Bidder should have a fully functional office in Punjab. If not, the selected bidder shall open its office within one month from the award of contract.

#### SECTION - I

#### 2. SCOPE OF WORK: -

#### 2.1 <u>INTRODUCTION</u>: -

2.1.1 Samagra Shiksha Abhiyan Auhority, 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.

#### 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, Samagra 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.

- 2.2.1 The contractor shall submit a report of the progress achieved during the previous week at 10:00 A.M. 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 Supplementary Reading Material Session 2019-20.
- 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 Only online offers should be uploaded other than that will not be accepted.
- 3.5 This Tender document is not transferable.
- 3.6 Validity of the bid: 90 days from the date of issuance of the work order or the date of completion of work.
- 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 Samagra Shiksha Abhiyan Authority, Punjab shall not be responsible for non-visible & non attachment of uploaded documents. This type of bid will be rejected out rightly.

#### SECTION - III

#### 4. INSTRUCTIONS TO BIDDERS: -

#### 4.1 **PROCEDURE FOR SUBMISSION OF BIDS**: -

- 4.1.1 There shall be a Two-bid System followed in this tender. The bids shall be submitted online in the following manner:
  - a) Technical Bid along with EMD and Tender Cost should be submitted online.
  - b) Commercial bid will be filled in MS-Excel Sheet had already attached with the tender document
- 4.1.2 Technical Bids will be opened on the prescribed date and time and checked for submission of EMD and other applicable documents specified.
- 4.1.3 The bids received other than online shall be rejected.

#### **4.2 TENDER EVALUATION: -**

- 4.2.1 The tenders relating to technical bid documents will be opened and after evaluation, the Financial Bid of only those bidders will be opened who will qualify the technical rounds on the **04.02.2019 at 12:00 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 "www.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 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.
- 4.8.3 The date on which the goods, physically reach in all consignees shall be deemed to be the actual date of delivery.
- 4.8.4 The printer must utilize a format comprising name, designation, contact no, date, strictly reflecting quantity of printed material which would duly be signed by the representative of department while receiving the material.

#### 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.
- 4.9.3 After 100% successful delivery of goods (final proof/ ferrow proof, those are provided for final printing to firm) and the fulfillment of mandatory obligations, 50% payment will be made to the firm before testing of Goods and remaining 50% payment will be made after testing of the Goods, if testing report found satisfactory.

### 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 Bank/Guarantee/FDR/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 <u>Liquidated Damages</u>: -

- 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 **State Project Director**, **Samagra Shiksha Abhiyan**, **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 <u>Documents prepared by the bidder to be the property of the client:</u> -

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::2007 (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, 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 Comma or inverted Comma etc. the penalty will be imposed as under:-

| Sr. No. | Less Serious mistakes in | ı 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 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.
- 4.27.3 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.
- 4.27.4 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).
- 4.27.5 The delivery of the material will be at all districts of Punjab in the office of District Education Officer.

#### 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. The bidder must quote item wise rates but L-1 will be declared on the basis of overall total amount proposed by the bidder. The Bidder whom work was successfully awarded will have to execute the work at the minimum price quoted by another L-1 (item wise) bidder.
- 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 accompanies 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.
- Approved rates shall be valid upto 3 months after the date of completion of work order. The repeat order shall not be given after a period exceeding 3 months 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 30% of the quantity ordered as per original supply order.
- 5.5 Physical verification of the printing press/ premises may be done if needed 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 penality 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 penality 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 1<sup>st</sup> proof with minimum 80% accuracy within 4 days from the date of issuance of work/supply order, 2<sup>nd</sup> proof with minimum 90% accuracy within 2 days and 3<sup>rd</sup> proof with 100% accuracy within 2 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.
- 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.
- 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 money and performance security deposits 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 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.
- 5.17 Any other information in regard to tender will be enumerated in the tender document for printing job from time to time.
- 5.18 SSA, Punjab reserve its right to terminate the contract of any agency/agencies in case of change in the Government procedures or unsatisfactory services.
- 5.19 The bidder will be responsible for composing the matter, pictures layouts etc.

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

Name of Signatory: Capacity of Signatory: Phone No.: Email ID:

# <u>SECTION – VI</u> <u>PERFORMA – "I"</u>

(Referred to clause no. 1.3)

(To be typed on Company Letter Head)

# TO WHOM SO EVER IT MAY CONCERN

| Ι   |   |                                      |
|---|---|--------------------------------------|
|   | Director/Director of M/s  |                                      |
|   |   |                                      |
|   |   |                                      |
|   |   |                                      |
|   | Teacher Manual Math, Punj   |                                      |
|   | ssion 2019-20 in respect of   |                                      |
| Dated:- 15.01.2019 on my/our h  |   | Tender 110 55/11/100/2017/02         |
| Further it is certified that the final and will be binding on us.  His/her three signatures are | the decision taken by him/her on the decision taken by him/her on the attested below: | ne spot of tender and thereafter are |
| Signature (1)   | Signature (2)   | Signature (3)                        |
| (of person authorized)  | (of person authorized)  | (of person authorized)               |
| Propriet  | Attested by or/Partner(s)/Managing Director   | /Director                            |
| •   |   |                                      |

\* Strike out whichever is not applicable.

Signature of Bidder with stamp

### 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        |
|--------|---|--|-----------|
| capac  | city of Proprietor/Partner(s)/Managing Director/Director  | ctor/Authorized Signatory of M/s<br>ereby solemnly affirm and declare that |           |
| 1.     | I/we have read all terms and conditions of the Tabide by them faithfully.   | •  |           |
| 2.     | I/we have our own machinery/infrastructure.   |  |           |
| 3.     | My/our organization does not have any legal suits of PF/ESI/MW Act or any other law.  | criminal case pending against it for v                                     | riolation |
| 4.     | My/our firm has not been blacklisted or deba organization.  | arred by any state or Central gove   | ernment   |
| 5.     | My/our firm has not been involved in the prin<br>penalized by SSA Authority, any state of<br>misrepresentation or for adopting corrupt practices  | or Central government organizati   |           |
| 6.     | The information furnished in all parts of this Ten of my knowledge.   | der Document is accurate and true to                                       | the best  |
| 7.     | My/our firm shall not pay any type of commission  | to any person in regards to this tende                                     | er.       |
| 8.     | My/our firm will not print the material in additio <b>Authority</b> , <b>Punjab</b> .   | n in any case to the order placed by t                                     | the SSA   |
| 9.     | My/our firm shall not sell even a single person/institution/firm other than SSA Authority,  | ~ *  | to any    |
| 10.    | I/we fully understand that in case of above certifical liable to any penalty as per terms & conditions income   |  |           |
|        |   | De   | eponent   |
| Date:  | e:  |  |           |
| Place: | e:  |  |           |
| Verifi | fication:   |  |           |
|        | I, <u>s/d/o</u><br>acity of Proprietor/Partner(s)/Managing Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director/Director |  |           |
| above  | here ve affidavit is true and correct and no part of it is false  | and nothing has been concealed there                                       | e from.   |
|        |   | De   | eponent   |
| Date:  | <b>:</b> :  |  |           |
| Place  | e:  |  |           |
|        |   |  |           |

#### PERFORMA – "III"

(Referred to clause no. 1.5) (To be typed on Company Letter Head)

#### **DECLARATION**

To

The SPD SSA, Punjab Vidhaya Bhawan, PSEB, Block-E, 5th Floor, Ph-8, SAS Nagar

Subject: Printing of Teacher Manual Math, Punjabi Manual, Punjabi Sheets, Baseline, Endline etc for session 2019-20.

Dear Sir,

We, the undersigned Bidder, having read and examined in detail the specifications and all bidding documents in respect of **Tender No. SSA/Proc./2019/02**Dated: 15-01-19 do hereby propose to provide services as specified in the bidding document.

- 1 All the rates mentioned in our proposal are in accordance with the terms as specified in bidding documents.
- 2. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids.
- 3. We have studied the Clauses relating to Income Tax Act and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

### **TENDER COST & EARNEST MONEY**

|       | We      | have      | paid  | the   | tender  | cost   | amounting  | to    | Rupess    | through                   |
|-------|---------|-----------|-------|-------|---------|--------|------------|-------|-----------|---------------------------|
| NEFT/ | 'RTGS   | /Credit   | Card/ | Debit | Card or | online | payment da | ted _ |           | & Earnest Money           |
| amoun | ting to | Rupe      | es    |       |         | thr    | ough NEFT  | /RTC  | GS/Credit | Card/Debit Card or online |
| payme | nt date | ed        |       |       |         |        |            |       |           |                           |
| BID P | RICI    | <u>NG</u> |       |       |         |        |            |       |           |                           |
|       |         |           |       |       |         |        |            |       |           |                           |

We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the bidding document.

#### **QUALIFYING DATA**

We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive. Thanking you,

| Yours faithfully, |
|-------------------|
| (Signature)       |

<u>PERFORMA - IV</u> (Referred to clause no. 5.8)

(To be given by printer on company letter head along with bill)

# **CERTIFICATE**

| [,                            | s/d/o  | r/o                             | in                        |
|-------------------------------|--|---------------------------------|---------------------------|
|                               | ietor/Partner(s)/Managing Directo  |                                 |                           |
|                               |  | hereby certify/ solemnly o      | declare that I/We have    |
| printed                       | copie  | s of                            | under orders of the       |
| SPD, SSA Auth                 | ority, Punjab as desired vide th   | eir work/supply order No.       |                           |
| lated                         | and the aforesaid number of  | copies have already been su     | applied to the different  |
| depots as per the             | delivery receipt and according to t  | the distribution list attached. |                           |
| printed in excess             | her certify/ solemnly declare that<br>and supplied to any agency and<br>from SPD, SSA Authority, Punja | d I/We shall not allow repri    |                           |
| I/ we furth supplied to the m | her certify/ solemnly declare that arket.  | no copy of the aforesaid ma     | aterial has been sold or  |
|                               | are that in case of above certificant including criminal/civil prosecut                                |                                 | alse I/we shall be liable |
| Dated:                        |  | Signature<br>Address            |                           |
|                               |  |                                 |                           |

PERFORMA-"V" (Referred to clause no. 1.16)

# CHECK LIST FOR TECHNICAL BID

| Sr. | Description   | Page no. | Yes/No/N.A. |
|-----|---|----------|-------------|
| No. | •   | O        |             |
| 1   | Tender Cost Rs. 1,000/- (clause 1.1)  |          |             |
| 2   | EMD of Rs. 2,10,000/-/- (clause 1.2)  |          |             |
| 3   | Certificate for authorized signatory as per Performa "I" (clause 1.3)   |          |             |
| 4   | An Affidavit as per Performa "II" (clause 1.4)  |          |             |
| 5   | Declaration as per Performa "III" typed on Company letter head (clause 1.5)   |          |             |
| 6   | Copy of PAN Card (clause 1.7)   |          |             |
| 7   | Copy of EPF No. (if firm covered under EPF Act.) (clause 1.8)   |          |             |
| 8   | Copy of GST No. (clause 1.9)  |          |             |
| 9   | Copy of SSI Registration Certificate (clause 1.9)   |          |             |
| 10  | Copy of latest Income Tax Return for last two years (of financial Year 2016-17 to 2017-18) (clause 1.10)  |          |             |
| 11  | Copy of audited P&L accounts and Balance Sheets for last two years & last two years average turnover 30 Lacs for financial session 2016-17 to 2017-18 (clause 1.11) |          |             |
| 12  | Copy of two satisfactory performance certificate of similar work. (clause 1.12)   |          |             |
| 13  | The firm in case an ISO? write Yes/No, if yes then documentary evidence. (clause 1.13)  |          |             |
| 14  | Declaration under section 4 of the Press & Registration of<br>Books Act 1867 (Act No. 25 of 1867) (Clause No. 1.14)   |          |             |
| 15  | List of Machinery according to clause no. 1.15  |          |             |

PERFORMA – "VI" (Referred to clause no.3.10)

# (FINANCIAL BID)

|         |  |                             | Specification      |              |  |                           |                  |                                      |                    |  |
|---------|--|-----------------------------|--------------------|--------------|--|---------------------------|------------------|--------------------------------------|--------------------|--|
| Sr<br>N | Name of Item                                 | Item Quantity No of Quality |                    | lity         | Colour                                   |                           | Bindin           |                                      |                    |  |
| 0.      | Name of item                                 | Quantity                    | Pages (tentative)  | Size         | Inner Cover Cover Cover                  |                           | Lamination       | g                                    |                    |  |
| 1       | Teacher Manual<br>Math (VI-<br>VIII)Phase-I  | 9000                        | 40+4               | 11"X<br>8.5" | 90 GSM Art<br>Paper<br>Glossy            | 210 GSM<br>Art Card       | Multi Color      | 10 Micron film<br>BOPP<br>Lamination |                    |  |
| 2       | Teacher Manual<br>Math (VI-VIII)<br>Phase-II | 9000                        | 40+4               | 11"X<br>8.5" | 90 GSM Art<br>Paper<br>Glossy            | Paper 210 GSM<br>Art Card |                  | 10 Micron film<br>BOPP<br>Lamination |                    |  |
| 3       | Teacher Manual<br>Math (IX-X)<br>Phase-I     | 7000                        | 40+4               | 11"X<br>8.5" | 90 GSM Art<br>Paper<br>Glossy            | 210 GSM<br>Art Card       | Multi Color      | 10 Micron film<br>BOPP<br>Lamination | Centre<br>Stich    |  |
| 4       | Teacher Manual<br>Math (IX-X)<br>Phase-II    | 7000                        | 40+4               | 11"X<br>8.5" | 90 GSM Art<br>Paper<br>Glossy            | 210 GSM<br>Art Card       | Multi Color      | 10 Micron film<br>BOPP<br>Lamination |                    |  |
| 5       | Teacher Manual<br>Pbi (VI-X)<br>Phase-I      | 10,000                      | 40+4               | 11"X<br>8.5" | 90 GSM Art<br>Paper<br>Glossy            | 210 GSM<br>Art Card       | Multi Color      | 10 Micron film<br>BOPP<br>Lamination |                    |  |
| 6       | Practice Sheets<br>(75 Different<br>Items)   | 1,36,10,000                 | 2 (Front and Back) | 11"X<br>8.5" | 70 GSM M                                 | lap Litho                 | Black &<br>White | Nil                                  | Pad<br>Binding     |  |
| 7       | Baseline (10<br>Different Items)             | 11,20,000                   | 4 (2<br>Sheets)    | 11"X<br>8.5" | 70 GSM M                                 | 70 GSM Map Litho          |                  | Nil                                  | Folding<br>Binding |  |
| 8       | Endline (10<br>Different Items)              | 11,20,000                   | 4 (2<br>Sheets)    | 11"X<br>8.5" | 70 GSM Map Litho                         |                           | Black &<br>White | Nil                                  | Diridirig          |  |
| 9       | Punjabi Manual<br>(X+1, X+2)                 | 1500                        | 40+4               | 11"X<br>8.5" | 90 GSM Art Paper Glossy 210 GSM Art Card |                           | Multi Color      | 10 Micron film<br>BOPP<br>Lamination | Centre<br>Stich    |  |
| 10      | Math Manual<br>(X+1, X+2)                    | 1000                        | 4S0+4              | 11"X<br>8.5" | 90 GSM Art Paper Glossy 210 GSM Art Card |                           | Multi Color      | 10 Micron film<br>BOPP<br>Lamination | Centre<br>Stich    |  |

#### Note: -

• Text paper should be BIS 1848:2007 (amended upto date) and Cover Paper should be BIS 6956:2001(amended upto date)

Text paper and cover paper both must conform to all BIS Parameters/Specifications.

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.

- The bidder will furnish rate quote as per above specifications, will fill in the rate quotes in the
  excel sheet downloaded from https://eproc.punjab.gov.in and will again upload it in same
  website.
- The bidder must quote item wise rates but L-1 will be declared on the basis of overall total amount proposed by the bidder. The Bidder whom work was successfully awarded will have to execute the work at the minimum price quoted by another L-1 (item wise) bidder.
- The numbers of pages are tentative and may increase or decrease.
- The printed material will be supplied by the bidder at F.O.R basis. The destination will be provided by this office.
- The Bidders are advised to visit web site <a href="www.ssapunjab.org">www.ssapunjab.org</a> & <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> regularly for further information.
- For more information may contact at 0172-5212313, 0172-5212329.