

ਦਫ਼ਤਰ ਰਾਸ਼ਟਰੀ ਮਾਧਮੀਕ ਸਿੱਖਿਆ ਅਭਿਆਨ ਅਥਾਰਿਟੀ, ਪੰਜਾਬ

ਸਿੱਖਿਆ ਭਵਨ (ਪੰਜਾਬ ਸਕੂਲ ਸਿੱਖਿਆ ਬੋਰਡ), ਬਲਾਕ-ਈ, ਪੰਜਵੀ ਮੰਜਿਲ, ਫੇਜ਼-8, ਅਜੀਤਗੜ੍ਹ (ਮੋਹਾਲੀ)
ਫੋਨ ਨੰ: 0172-5212313, 5212359, ਫੇਕਸ ਨੰ: 0172-5212369, 5212370,

ਈ-ਮੇਲ: ssaprinting@gmail.com

ਸ਼ਾਰਟ ਟਰਮ ਟੈਂਡਰ ਨੋਟਿਸ

ਈ-ਟੈਂਡਰਿੰਗ ਰਾਹੀਂ

(ਟੈਂਡਰ ਨੰ: RMSA/ASPD(Proc.)/2013/05 ਮਿਤੀ 09-08-13)

ਰਾਸ਼ਟਰੀ ਮਾਧਮੀਕ ਸਿੱਖਿਆ ਅਭਿਆਨ ਅਥਾਰਿਟੀ, ਪੰਜਾਬ ਵੱਲੋਂ ਸਾਲ 2013-14 ਲਈ ਜਮਾਤ ਨੌਵੀਂ ਅਤੇ ਦਸਵੀਂ ਲਈ ਟੀਚਰ ਟ੍ਰੇਨਿੰਗ ਮਡਿਊਲ ਦੀ ਛਪਾਈ ਅਤੇ ਸਪਲਾਈ ਲਈ ਪ੍ਰਿੰਟਿੰਗ ਨਾਲ ਸੰਬੰਧਤ ਨਾਮਵਰ ਅਤੇ ਤਜਰਬੇਕਾਰ ਫਰਮਾਂ ਕੋਲੋਂ ਆਨਲਾਈਨ ਟੈਂਡਰਜ਼ ਦੀ ਮਿਤੀ 28-08-13 ਨੂੰ ਸਵੇਰ 11:00 ਵਜੇ ਤੱਕ ਮੰਗ ਕੀਤੀ ਜਾਂਦੀ ਹੈ।

ਰੁਚੀਵਾਨ ਫਰਮਾਂ ਵੈਬਸਾਈਟ <http://etender.punjabgovt.gov.in> ਤੇ ਖੁਦ ਨੂੰ ਰਜਿਸਟਰਡ ਕਰਣਗੇ ਅਤੇ ਈ-ਟੈਂਡਰਿੰਗ ਵਿੱਚ ਭਾਗ ਲੈਣ ਲਈ User ID, Password, Class digital signature ਲੈਣਾ ਜ਼ਰੂਰੀ ਹੈ।

ਵਧੇਰੇ ਜਾਣਕਾਰੀ ਲਈ ਵੈਬ-ਸਾਈਟ www.ssapunjab.org ਅਤੇ <http://etender.punjabgovt.gov.in> ਤੇ ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਡਾਊਨਲੋਡ ਕਰਕੇ ਪ੍ਰਾਪਤ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ।

ਐਸ.ਪੀ.ਡੀ., ਆਰ.ਐਮ.ਐਸ.ਏ. ਵੱਲੋਂ ਬਿਨਾਂ ਕਿਸੇ ਕਾਰਨ ਦੱਸੇ ਟੈਂਡਰ ਨੂੰ ਰੱਦ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ।

ਸਟੇਟ ਪ੍ਰਾਜੈਕਟ ਡਾਇਰੈਕਟਰ
ਰਾਸ਼ਟਰੀ ਮਾਧਮੀਕ ਸਿੱਖਿਆ ਅਭਿਆਨ ਅਥਾਰਿਟੀ
ਪੰਜਾਬ, ਅਜੀਤਗੜ੍ਹ

O/o Rashtriya Madhmik Shiksha Abhiyan Authority, Punjab

Shiksha Bhawan (Punjab School Education Board), Block-E, 5th Floor, Phase-8, Ajitgarh (Mohali)

Phone No. 0172-5212313, 5212359, Fax No. 0172-5212369, 5212370

E-Mail: ssaprinting@gmail.com

SHORT TERM TENDER NOTICE

E-Tendering only

(For Tender No. RMSA/ASPD(Proc.)/2013/05 Dated 09-08-13)

Online tenders are invited from printing firms by State Project Director, Sarva Shiksha Abhiyan Authority, Punjab for the printing of Teacher Training Modules for Classes 9th and 10th for Session 2013-14 upto 11:00 AM on 28-08-13.

Interested bidders shall have to get themselves registered with website <http://etender.punjabgovt.gov.in> and get user ID, password, class digital signature is mandatory to participate in the e-tendering.

For further information download tender document from the website www.ssapunjab.org and <http://etender.punjabgovt.gov.in>

SPD, RMSA, Punjab reserves the right to reject any tender without assigning any reason.

dfc

Rashtriya Madhmik Shiksha Abhiyan Authority

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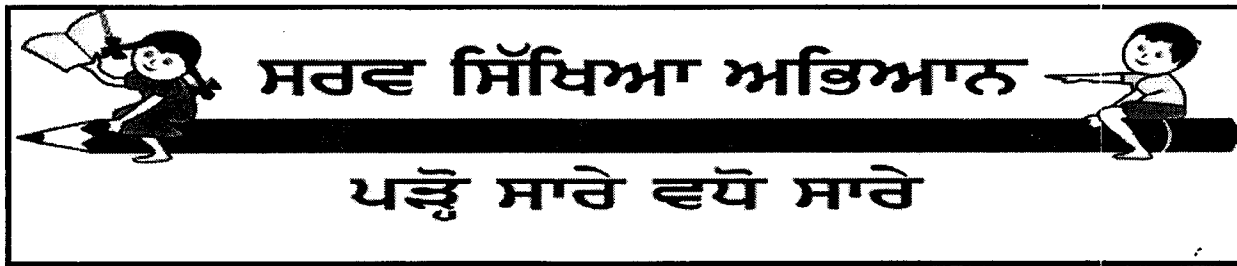
State Project Director

Punjab, Ajitgarh

Tender Document

**FOR PRINTING OF TEACHER TRAINING
(E-Tendering Mode only)**

(Tender No.: RMSA/ASPD(Proc.)/2013/05 Dated: - 09-08-2013)



**Certified that this Tender Document contains (1-4) pages serially numbered.
and General Condition contain pages no. (5-20) and Financial Bid contain page no. (21)**

Note: -

The prospective tenderer have the option to download the tender document from www.RMSApunjab.org. OR www.etender.punjabgovt.gov.in, they have to pay fee of Rs. 1000/- (One Thousand Only) and Earnest Money Deposit have to pay of Rs. 20,000/- (Four Twenty Thousand only) by online payment, RTGS/NEFT, Debit/Credit card, internet banking and Processing Fees of Rs. 2247/- (Two Thousand Two Hundred Forty Seven only) of Punjab Infotech Ltd., Chandigarh through online. **Payments through Demand Draft are not acceptable.**

If cost of the Tender Document & Earnest Money Deposit are not paid as per above, 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 (<http://etender.punjabgovt.gov.in>). The bidders once registered can participate in the tender of **printing of Teacher Training Modules.**

You may contact for any query/problem relating e-Tendering 0172-3934665, 0172-3934667 (Tele-Fax), 9257209340, 8054628821.

**Tender Document for approval (Page No. 1 to 4)
General Conditions Page no. on 5-20
Financial Bid Page no. 21**


**Secretary-cum-DGSE-cum-SPD(RMSA),
Punjab**

TENDER NOTICE

Sr. No.	Particulars	Details
1	Tender Notice No	Tender No.: RMSA/ASPD(Proc.)/2013/05 Dated:- 09-08-13
2	Name of the work	For Printing of Teacher Training Modules
3.	Cost of Tender Document	Rs. 1,000/- (Rupees One thousand Only) (Non-Refundable)
4.	Earnest Money Deposit	Rs. 20,000/- (Rupees Twenty Thousand only) (Refundable)
5.	Date & Time of Sale of Tender	09-08-2013 (Tender Notice will be given in newspapers and Tender document will be on website as www.etender.punjabgovt.gov.in)
6.	Last date for submission of Tender	28-08-2013 upto 11:00 a.m.
7.	Opening of Tenders	Technical bids will be opened on 28-08-2013 at 11:30 a.m. Financial Bids will be opened on 29-08-2013 at 11:00 am of those firms, who have been qualified in technical bids for printing of Teacher Training Modules in O/o RMSA, Punjab.

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.

Bidders who have accepted the general terms & conditions given in Annexure 'A' can participate for this job.

Introduction:-

Secondary Education is a crucial stage in the educational hierarchy as it prepares the students for higher education and also for the world of work. Classes IX and X constitute the secondary stage, whereas classes XI and XII are designated as the higher secondary stage. The normal age group of the children in secondary classes is 14-16 whereas it is 16-18 for higher secondary classes. The rigor of the secondary and higher secondary stage, enables Indian students to compete successfully for education and for jobs globally. Therefore, it is absolutely essential to strengthen this stage by providing greater access and also by improving quality in a significant way.

1. Terms & Conditions

- 1.1 Tender Cost of Rs. 1000/- (Rupees One Thousand only) as in the form of e-payment only.
- 1.2 Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand only) as in the form of e-payment only.
- 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 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 Copies of latest income Tax return for last 3 years must be uploaded.
- 1.10 The bidder must have Rs. 1.00 crore (annually) turnover in the printing work during the last three years for financial Session 2010-11 to 2012-13. Copies of audited P&L accounts and balance sheets for the last 3 years must be uploaded.
- 1.11 The bidder must enclose two satisfactory performance certificate of similar work for value not less then Rs. 20 Lac (against single work order must be uploaded) for session 2011-12 and 2012-13 separately from any Govt./Semi Govt. Deptt.
- 1.12 Incomplete and Conditional Tender will not be accepted.
- 1.13 The rates quoted by the tenderer in the tender (Performa 'V') of 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.
- 1.14 All the pages of the Tender submitted must be serially numbered, stamped and signed by the authorized signatory.

1.15 In case the bidder is an ISO certified then documentary proof must be uploaded.

1.16 Declaration under section 4 of the Press & Registration of Books Act 1867 should be attached. (Act No. 25 of 1867)

1.17 The consequent upon acceptance of Bid, the Tender Document will be deemed to be converted into Contract Agreement.

1.18 One sample of A-4 size paper for card, cover and text page each as specified in the Performa "V" of the Tender Document (which are likely to be used for printing) duly stamped and signed by the authorized signatory must be submitted to the department before opening of tender.

1.19 To be eligible to participate in the tender, the bidder should own the following minimum printing machineries and should have the infrastructure facilities:

A. Printing Machines:

The bidder should have a minimum of:

1) One two-colour sheet fed offset printing machine of not less than 23" X 36".

OR

2) One two-colour web offset printing machine.

B. Binding machine and equipments:

1) Two Automatic folding machines of not less than 36" Size and capable of performing four folds.

2) Two Cutting machines of not less than 36" size.

Annexure 'A'

2. Other General Conditions

- 2.1 Invitation Online tender for **printing of Teacher Training Modules**.
- 2.2 The **printing of Teacher Training Modules** should conform to Technical Specifications mentioned in the Performa "IV".
- 2.3 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.
- 2.4 Offers should be submitted on web site www.etender.punjabgovt.gov.in not later than the last date and time of submission.
- 2.5 All bids must be accompanied by earnest money deposit of **Rs. 20,000/- (Rupees Twenty Thousand only)** and **Tender Cost of Rs. 1000/- (Rupees One Thousand only)** by e-payment mode NEFT/RTGS, Internet Banking, Debit/Credit Card.
- 2.6 This Tender document is not transferable.
- 2.7 Schedule for Invitation of Tender:-
- 2.8 Time and date for receipt of Tender: - **at 11:00 a.m. upto 28-08-2013.**
- 2.9 Time & Date of opening of technical bids: **at 11:30 a.m. on 28-08-2013.**
- 2.10 Time & Date of opening of financial bids: **at 11:00 a.m. on 29-08-13.**
- 2.11 Validity of the tender will be upto 09-08-14.
- 2.12 The bidder shall strictly abide by the time schedule for printing and delivery of the "Printing material as per work order.
- 2.13 The **RMSA Authority, Punjab** may at its sole discretion, award the work to more than one bidder.
- 2.14 **RMSA Authority, Punjab** reserves the right to cancel any or all the bids without giving any reason whatsoever.
- 2.15 The amendment will be notified by general advertisement, or website "www.RMSApunjab.org" OR "<http://e-tender.punjabgovt.gov.in>."

3. Approach

3.1 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 through Bank Guarantee/FDR/Demand Draft.

3.2 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:-

3.3 The contractor shall submit a report of the progress achieved during the previous week at 10:00AM on every Monday to **RMSA Authority, Punjab**.

3.4 The **SPD, RMSA 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.

3.5 The quality of the paper shall be got tested at random at the cost of the contractor.

3.6 If the progress of work is not found satisfactory, **SPD, RMSA 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.

4. TENDER EVALUATION: -

4.1 The bidders will selected for financial bid of this tender, who will qualify the technical bid.

4.2 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.

5. Cost of submission of Tender document: -

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

5.2 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.

6. Clarification regarding Tender Document:-

6.1 A prospective Bidder requiring any clarification of the Tender Document may contact the office of the **RMSA Authority, Punjab** personally. The **RMSA 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.

7. Amendments in the Tender Document:-

7.1 At any time up to the last date for submission of bids, the **RMSA 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.

7.2 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.

7.3 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 **RMSA Authority, Punjab** may, at its discretion, extend the last date for the submission of their Bids.

8. Language of Bids:-

8.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the **RMSA 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.

10. Selection Process:-

10.1 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.

11. Delays in the Supplier's performance: -

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 **RMSA Authority, Punjab** at the time of issuance of work/supply order.

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.

12. Liquidated Damages: -

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 **RMSA Authority, Punjab** might consider termination of the contract.

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

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

13. Suspension of Payment: -

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.

13.2 Specifying the nature of the failure;

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.

14. Termination for default: -

14.1 The **RMSA 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 Security 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 **RMSA Authority, Punjab** has engaged in corrupt or fraudulent practices while competing for or in executing the contract.

14.2 In the event, the purchaser terminates the contract, in whole or in part, the **RMSA 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.

15. Termination of insolvency: -

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.

16. Termination for convenience:-

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.

16.2 The goods that are complete and ready for supply as per mention in work order 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.

17. "NO CLAIM" Certificate: -

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.

18. Taxes and Duties: -

18.1 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.

19. Confidentiality:-

19.1 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.

20. Use of contract documents and information: -

20.1 The supplier shall not, without the prior written consent of **SPD, RMSA Authority, Punjab**, disclose the contractor any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the **RMSA 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.

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

20.3 Any document other than the contract itself shall remain the property of the **RMSA 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 **RMSA Authority, Punjab**.

21. Force Majeure: -

21.1 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.

21.2 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, RMSA Authority Punjab** either in its sovereign or contractual capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

21.3 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 RMSA 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.

22. Printing Quality: -

22.1 Text and Cover pages: - Specification as per mentioned in financial tender document.

22.2 If any page left blank without any genuine reason, payment shall not be made for that page.

22.3 Normally no book in short size shall be accepted. Tolerance in short size up to 2% is acceptable.

22.4 In case there is variation from the specified size (including tolerance as mention in (22.3) 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.

22.5 The **SPD, RMSA 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.

22.6 The **SPD, RMSA Authority, Punjab** can also forfeit the whole printing bill of the printer in case of grave defects of very bad printing.

23. 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, Tippji, 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.

24. Corrupt or Fraudulent practices: -

24.1 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.

25. Time schedule for completion of printing and supply: -

25.1 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.

25.2 The printer shall mention the name of the mill to whom text paper/ cover paper to be procured within 7 days from the date of print order/ award of contract.

25.3 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.

25.4 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.

25.5 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/CD is made available for those book(s).

26. Force Majeure:-

26.1 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.

27. Arbitration:-

27.1 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, Rastriya Madhmik Shiksha Abhiyan Authority, 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 Chandigarh.

27.2 In all matters and disputes arising hereunder the appropriate Courts at Chandigarh shall have jurisdiction to entertain and try them.

28. Miscellaneous: -

28.1 The **SPD, RMSA 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.

28.2 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.

28.3 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, RMSA Authority Punjab** shall be final and binding on the printer.

28.4 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.

28.5 Physical verification of the printing press/ premises may be done if need be by the committee constituted by the **SPD, RMSA Authority Punjab.**

28.6 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.

28.7 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 of the tenders shall be forfeited. If the printing is of a low or poor or inferior quality or on an inferior printing paper which is not in accordance to the specification as accepted in the tender, the Department will have a right to rescind the contract in all the above mentioned circumstances. The **SPD, RMSA Authority Punjab** reserves the right to forfeit the EMD or security deposit or both. Further, if the material supplied is of sub-standard then the department also has right to deduct the 20% payment out of total payment for which the firm is entitled. The Department has also right to return the sub-standard material to the supplier firm at the cost of the firm and to forfeit the entire payment amount and the firm shall be asked to supply fresh material as the specifications demanded earlier, if department thinks so.

28.8 The 1st proof with minimum 80% accuracy within 7 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 4 days from the date of receipt of the said material from the RMSA Authority, Punjab will have to be submitted by the printer in the office of SPD, RMSA 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.

28.9 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.

28.10 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, RMSA Authority Punjab** on the report of the technical officers of the department shall be final in this respect.

28.11 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, RMSA Authority, Punjab** before starting the printing work.

28.12 These material in question shall be printed on behalf of **SPD, RMSA Authority, Punjab** who is the sole license holder in the State under the copyright of the material.

28.13 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.

28.14 Printer must print Logo of **RMSA Authority, Punjab** at the front side and his firm's full name and address at the back side of the printed material.

28.15 **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.**

29. Other Terms & Contions

29.1 RMSA, 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.

29.2 The job of printing of **Teacher Training Modules** will be awarded purely on e-tender process.

29.3 RMSA, Punjab will review the performance of the selected bidders and reserves its right to withdraw the tender at any time.

29.3 Any other information in regard to tender will be enumerated in the tender document for printing job from time to time.

29.4 RMSA, Punjab reserves its right to terminate the contract of any agency/agencies in case of change in the Government procedures or unsatisfactory services.

SECTION – VI
PERFORMA – “I”

(Referred to clause no. 1.5)
(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 Teacher Training Modules in respect of Tender No.:
RMSA/ASPD(Proc.)/2013/05, Dated:- 09-08-2013 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 RMSA 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 **RMSA Authority, Punjab.**
9. My/our firm shall not sell even a single copy of the ordered material to any person/institution/firm other than **RMSA 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:

PERFORMA – “III”
(Referred to clause no. 1.17)
(To be typed on Company Letter Head)

DECLARATION

To

The SPD
RMSAA, Punjab
SCO 104-106, 2nd Floor
Sector 34A,
Chandigarh

Subject: For printing of Teacher Training Modules.

Dear Sir,

We, the undersigned Bidder, having read and examined in detail the specifications and all bidding documents in respect of **Tender No. RMSA/ASPD(Proc.)/2013/05, Dated:- 09-08-2013** do hereby propose to provide services as specified in the bidding document.

1 The terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids.

SECURITY DEPOSIT

I have paid tender cost Rs _____/- and Security money to Rupees _____/- through e-payment mode NEFT/RTGS, Internet Banking, Debit/Credit Card.

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 financial 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.

Thanking you,

Yours faithfully,

(Signature)

PERFORMA-"IV"

CHECK LIST FOR PRE QUALIFICATION CUM TECHNICAL BID

Sr. No.	Description	Give Details or write Attached/Not Attached
1.	Name of the Company/Firm/Organization	
2.	Nature of the Company/Firm/Organization (Govt./Public/Private/Partnership/ Proprietorship)	
3.	Address	
4.	Phone and Fax No.	
5.	E-Mail ID	
6.	Whether Tender Cost of Rs. 1,000/- by e-payment only. (clause 1.1) write Attached/Not Attached	
7.	Whether Security deposit of Rs. 20000/- by e-payment only. (clause 1.2) write Attached/Not Attached	
8.	Whether Certificate for authorize signatory as per Performa "I" uploaded (clause 1.3) write Attached/Not Attached	
9.	Whether An Affidavit as per Performa "II" uploaded (clause 1.4) write Attached/Not Attached	
10.	Whether Declaration as per Performa "III" typed on Company letter head uploaded (clause 1.5) write Attached/Not Attached	
11.	Whether Copy of PAN Card uploaded (clause 1.7) write Attached/Not Attached	
12.	Whether Copy of EPF No. (if firm covered under EPF Act.) uploaded (clause 1.8) write Attached/Not Attached/Not Applicable	
13.	Whether Copy of Sale Tax No. & SSI Registration Certificate uploaded (clause 1.8) write Attached/Not Attached	
14.	Whether Copy of latest Income Tax Return for last three years (of financial Year 2010-11 to 2012-13) attached (clause 1.9) write Attached/Not Attached	
15.	Whether Copy of audited P&L accounts and Balance Sheets for last three years & last three years turnover 1.00 crore annually for financial session 2010-11 to 2012-13 must be uploaded (clause 1.10) write Attached/Not Attached	
16.	Whether the bidder must enclose two satisfactory performance certificate of similar work for value	

	not less than Rs. 20.00 Lacs (against single work order must be uploaded) for session 2011-12 and session 2012-13 separately from any Govt./Semi Govt. (clause 1.11) write Attached/Not Attached	
17.	Whether Tender is unconditional (clause 1.12 write Attached/Not Attached	
18.	Whether all the pages are serially numbered (clause 1.13) write Attached/Not Attached	
19.	Whether the firm is an ISO? write Yes/No, if yes then documentary evidence uploaded on page no. (clause 1.16) write Attached/Not Attached/Not Applicable	
20.	Whether Declaration under section 4 of the Press & Registration of Books Act 1867 should be uploaded. (Act No. 25 of 1867) (Clause No. 1.17) write Attached/Not Attached	
21.	1) Sheet fed offset printing machines owned by the bidder OR 2) Web offset printing machines owned by the bidder write Attached/Not Attached	
22.	1) One two-colour sheet fed offset printing machine of not less than 23" X 36". OR 2) One two-colour web offset printing machine. (As per Clause No. 1.18) (Documentary Proof uploaded) write Attached/Not Attached	
23.	Two automatic folding machine write Attached/Not Attached	
24.	Two cutting machine of not less than 36" size. write Attached/Not Attached	
25.	Whether the Performa "IV" is completed write Attached/Not Attached	

PERFORMA – “V”
(Referred to clause no. 1.13)
(FINANCIAL BID)

Name of Item	Subject	Tentative Quantity	Specification								Rate Quote	
			Tentative No. of Pages	Size	Inner Paper	Cover Paper	Inner Colour	Cover Colour	Lamination	Binding	In Figure	In Words
Teacher Training Modules	Science	4500	50	8.5" X 11"	80 GSM Maplitho	220 GSM Art Card	Multicolour	Multicolour	BOPP Film with 10 Micron on outer side of cover	Perfect	Do not quote rate in this page. Please quote rate in Excel sheet only	
	Math	4500	50	8.5" X 11"	80 GSM Maplitho	220 GSM Art Card	Multicolour	Multicolour	BOPP Film with 10 Micron on outer side of cover	Perfect	Do not quote rate in this page. Please quote rate in Excel sheet only	

Special Note: Inner paper for the dictionary should be minimum 60% by mass of pulp made from material other than bamboo, hard wood, soft wood and reed.

Note: -

- The bidder will quote per page rate in words and figure separately.
- The numbers of books and leaves are tentative and may be 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 along with work/supply order.
- The Bidders are advised to visit on web site www.etender.punjabgovt.gov.in regularly for further information please.
- For more information may contact to ASPD (Proc.), Phone No. 09530975787 or 9988111897.