

TENDER DOCUMENTS

For Printing & Supply of Text Books

(Paper will be supplied by the Board)



PUNJAB SCHOOL EDUCATION BOARD

Vidya Bhawan, Phase 8,

S.A.S. Nagar (Mohali)-160062

Price : Rs. 2500/-



PUNJAB SCHOOL EDUCATION BOARD

TENDER DOCUMENT FOR PRINTING AND SUPPLY OF TEXTBOOKS (WITHOUT PAPER) (ACADEMIC SESSION 2013-14)

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Price Rs. 2500/- (Non refundable)

SECTION 1

Tender Document (ACADEMIC SESSION 2013-14)

BIDDING SCHEDULE

Sr.No.	SUBJECT	DATE	TIME	PLACE
1	Closing date for Submission of Bids	08.10.12	02.00 PM	Chairman Office , Punjab School Education Board
2	Date, Time and Place of opening of Technical Bids	08.10.12	02.30 PM	Chairman Office, Punjab School Education Board
3	Date, Time and Place of opening of Financial Bids			Shall be intimated later on.

IMPORTANT NOTES:-

1. The price of this Tender document is Rs. 2,500/- (Two thousand and five hundred only) non-refundable, which can be deposited in cash or in the form of Bank draft in favour of the Secretary, Punjab School Education Board.
2. The Bids must be accompanied with an initial Earnest Money of Rs. 1,00,000/- (One Lac.) only in the shape of CDR/TDR/FDR/DD. **Old earnest money if any, lying with the Board will not be entertained.**
3. Technical Bids and Financial Bids will be opened in the presence of the Bidders or their authorized representatives, who may wish to be present.
4. Any delay, in receipt of Bids would be considered as late submission of Bid and such Bids shall be summarily rejected.
5. Bid Documents can also be downloaded from the website of the board i.e. www.pseb.ac.in
In case the Bidding Documents are downloaded from the website, then a demand draft for Rs. 2,500/- (Non refundable) in favour of the Secretary, Punjab School Education Board, payable at Mohali/Chandigarh as the cost of the Bidding Documents is required to be enclosed with the Tender documents. This shall be placed in a separate cover and marked "Cost of Bidding Document Downloaded from the Internet"
6. Financial Bids will be opened only of those firms who will qualify in Technical Bids.

7. Bids shall remain valid **for one year from the last date of submission of bid**. Any Bid shown to be valid for a shorter period than the period specified shall be rejected by treating it as non responsive.
8. All books shall be printed through offset process on sheet/reel fed machines.
9. The delivery period of books will be 90 days. No extra time will be given for approval of proofs. The printer shall ensure that the printing work assigned to him shall be completed on priority basis within stipulated time.
10. The Board's address:
The Chairman,
Punjab School Education Board,
Vidya Bhawan, Phase-8
S.A.S Nagar (Mohali) - 160062
Punjab.
Website: www.pseb.ac.in

Important Phone Nos. :-

Deputy Director (Publication): 0172-3047400

0172-3047385

Fax No.- 0172-3047400

e-mail : punjabschool@yahoo.com

SECTION 2
BID SUBMISSION FORM

Tel. Address Place

Phone No..... No. Date

From:

M/s

.....

.....

To

The Secretary,
Punjab School Education Board,
Vidya Bhawan, Phase 8,
S.A.S. Nagar (Mohali) 160 062

Dear Sir,

With reference to your Tender No. Dated I/We am/are submitting herewith acceptance for printing and supply of text books.

2. I/We have carefully read the Tender documents and the Agreement laid down for the allotment of Books and hereby agree to abide by all of them and undertaking regarding this is attached along with.
3. I/We hereby also agree to carry out faithfully, all other instructions from the Board which are not contrary to any of the terms and Conditions of the Agreement , or which do not put me/us to any additional financial burden beyond what is implied by the terms of the Agreement.
4. F.D.R./Call Deposit Receipt No./Board's Receipt No..... datedfor Rs..... (in words) in favour of the Secretary, Punjab School Education Board is enclosed.
5. Our S.S.I. Certificate (Permanent/Temporary) No. Dated..... is valid upto.....
6. I/We agree to abide by this bid for the Bid Validity for one year from the last day of submission of bid.

Yours faithfully,

(Signature of Proprietor/Partner/Managing Director
with Rubber Seal of the Firm)

SECTION 3

INVITATION FOR BIDS

The Chairman, Punjab School Education Board invites sealed Bids, complete in all respects as per Tender documents from the eligible Bidders for the printing and supply of textbooks. Paper will be supplied by the Board.

(The Chairman has the right to add or delete any title/s & to increase/decrease the quantity and number of pages thereof)

- Bidders are to quote percentage wise net rates within Board 'schedule of rates' (Section-7) both in figures and words in the Performa given below.**

Board's books are printed mainly in three sizes i.e. 58 x 84 /8, 71 x 102/16 and 58 x 84/16, so rates have to be quoted for all the three sizes in table A, B and C.

RATES QUOTED AS PER IMPRESSION

Table A

(Size = 71x102/16)

- Upto Quantity 25,000 Impression.**

			Less	At Par	Above
Single Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Double Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Four Colour	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____

Stamp of the Firm

2. **Upto Quantity 50,000 Impression. Impression.** (Size = 71x102/16)

			Less	At Par	Above
Single Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Double Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Four Colour	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____

3. **Above quantity 50,000 Impression. Impression.** (Size = 71x102/16)

			Less	At Par	Above
Single Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Double Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Four Colour	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____

Stamp of the Firm

3. Above quantity 50,000 Impression. Impression.

(Size = 58x84/8)

			Less	At Par	Above
Single Colour	Reel	In Figures In Words	_____ _____	_____ _____	_____ _____
	Sheet	In Figures In Words	_____ _____	_____ _____	_____ _____
Double Colour	Reel	In Figures In Words	_____ _____	_____ _____	_____ _____
	Sheet	In Figures In Words	_____ _____	_____ _____	_____ _____
Four Colour	Sheet	In Figures In Words	_____ _____	_____ _____	_____ _____

Table C

(Size = 58x84/16)

1. Upto Quantity 25,000 Impression.

			Less	At Par	Above
Single Colour	Reel	In Figures In Words	_____ _____	_____ _____	_____ _____
	Sheet	In Figures In Words	_____ _____	_____ _____	_____ _____
Double Colour	Reel	In Figures In Words	_____ _____	_____ _____	_____ _____
	Sheet	In Figures In Words	_____ _____	_____ _____	_____ _____
Four Colour	Sheet	In Figures In Words	_____ _____	_____ _____	_____ _____

Stamp of the Firm

2. Upto Quantity 50,000 Impression. Impression. (Size = 58x84/16)

			Less	At Par	Above
Single Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Double Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Four Colour	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____

3. Above quantity 50,000 Impression. Impression. (Size = 58x84/16)

			Less	At Par	Above
Single Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Double Colour	Reel	In Figures	_____	_____	_____
		In Words	_____	_____	_____
	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____
Four Colour	Sheet	In Figures	_____	_____	_____
		In Words	_____	_____	_____

Stamp of the Firm

SECTION-4

INSTRUCTIONS TO BIDDERS

01. Scope of Bid

- i) The Chairman, Punjab School Education Board, S.A.S Nagar is the final competent authority to approve the Tender and will also be the supreme authority for all issues related to the Tender. The Publication Committee has the competency only with regard to finalization of the rates at which the work is to be finally assigned to the successful Bidders and thereafter subsequent powers in all respects will rest with the Chairman of Punjab School Education Board, S.A.S Nagar for execution of the present job/additional/subsequent, orders but only on the rates not higher than as finalized by the Publication Committee.
- ii) Punjab School Education Board, S.A.S Nagar hereinafter referred to as the Board, issues these Bidding Documents for the supply of text-books and Related Services incidental there to as per terms and conditions of the agreement.

02. Eligible Bidders

This invitation for Bids is open to all the eligible printers.

03. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of Bid, and the Board will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process. All Bids from Bidders must be accompanied with an earnest money of Rs.1,00,000/-(Rs. One lac), otherwise in no case the Bid will be accepted. Old earnest money if any, lying with the Board will not be entertained.

04. Bidding Documents :-

- i) It includes the following :-
 - Bidding Schedule
 - Bid Submission Form
 - Invitation for Bids
 - Instructions to Bidders
 - Qualification Criteria
 - Conditions of Agreement
 - Agreement Form
 - Earnest Money
 - Job Security & Paper Security (To be supplied on award of work)
- ii) The Board will not be responsible for the completeness of the Bidding Documents and their addendum/corrigendum, if any. In this regard the entire responsibility shall rest with the Bidder to keep in touch with the concerned authorities as well as the website of the Board.
- iii) The Bidder is bound to minutely go through and examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish any of the required information or documentations as specified in the Tender document or any

compliance or instructions in any manner, if even communicated otherwise may result in the rejection of the Bid.

05. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, the Board may amend the Bidding Documents by issuing an addendum/corrigendum.
- ii) Bidders are advised to keep themselves updated with the information displayed on the website of the Board and the Board shall not be responsible in case the Bidder has not received such addendum/corrigendum in the manner stated above.
- iii) The Board may, at its discretion, extend the deadline for the submission of Bids.

06. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Board, shall be written legibly and clearly in English or Punjabi language without any cutting/overwriting.

08. Bid Submission

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

Part I: Technical Bid in Green Envelope:

With required documents for qualification criteria. To be opened on the date & time as specified in the Bidding Schedule.

Part II: Financial Bid in Yellow Envelope :

To quote net rates within Board's schedule of rates percentage-wise both in figures and words. Not to be opened except with the approval of the Chairman, Punjab School Education Board, S.A.S. Nagar.

09. Sealing and Marking of Bids

- i) The Bidder shall place two separate envelopes (Called Inner Envelops), Marked Technical Bids and Financial Bids duly sealed in Outer Envelop. Cost of bid documents, if downloaded from internet and an envelop containing Earnest Money should also be placed in Outer Envelop marked 'Earnest Money' in white envelopes.
- ii) The inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iii) If the outer envelope is not sealed and marked as mentioned above, the Board will assume no responsibility for the Bid's misplacement or premature opening.

10. Bid Prices

- i) The Bidder shall indicate on the Bid Submission Form and Price Schedule on the given PERFORMA to quote the rates.
- ii) **Bid Prices will not be adjusted for any unconditional or conditional discount offered by the Bidder and such Bids are liable to be rejected for which the firm will be responsible and the Board will not entertain any correspondence on this issue.**
- iii) Prices quoted by the Bidder will remain fixed during the Bidder's performance of the agreement and not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

11. Documents Establishing Bidder's Eligibility and Qualifications

- i) The Bidder shall complete the Bid Submission Form.
- ii) The Bidder as per Tender document shall provide documentary evidence for qualification criteria as per firm's eligibility and qualifications to perform the agreement to the Board's entire satisfaction.
- iii) The Board for ascertaining the capability of the Bidder reserves the right to confirm the eligibility criteria by making physical inspection of the firm and verifying the original documents/record of the firm before opening the financial Bids and even afterwards .

12. Earnest Money

- i) The Bidder shall furnish Earnest Money of Rs. 1,00,000/- (Rs. One lacs) as part of the Bid, as specified in the Bidding Schedule.
- ii) The Earnest Money is required to protect the Board against the risk of Bidder's conduct which would warrant forfeiture of Earnest Money.
- iii) Earnest Money can be deposited in cash at the Cashier of Board or in the form of FDR/TDR/DD)
- iv) Any Bid from a Bidder, without earnest Money will be rejected by the Board.
- v) The Earnest Money of unsuccessful Bidders will be discharged/returned, as promptly as possible, but not later than 60 days, after the award of contract to the successful Bidders. However, in disputed cases, the Board will not be bound to release the earnest money.
- vi) The successful Bidder's Earnest Money will be discharged upon the Bidder signing the contract form and after furnishing the requisite job security & paper Security.
- vii) **Forfeiture of Earnest Money:**
 - (a) Once a Bid submitted by the firm can't be altered/withdrawn. If a Bidder does not accept his quoted rates and refused to execute the job, then the earnest money deposited with the Bid will be forfeited and firm will be blacklisted.
 - (b) In case of the successful Bidders fails:
 - (i) To sign the contract
 - (ii) To furnish job security & paper Security
 - (c) In case of fraudulent and corrupt practices.
 - (d) If a successful Bidder has been found incapable of executing the assigned job to the satisfaction of the Board, which may reflect adversely the image of the Board, the earnest money, if not released can be forfeited and the Chairman may allot the work to some other eligible firm.

13. Period of Validity of Bids

- i) Bids shall remain valid for one year from the last date of submission of Bid. Any Bid shown to be valid for a shorter period than the period specified shall be rejected as non-responsive.
- ii) In exceptional circumstances, the Board may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing. The Earnest Money shall also be suitably extended in such case. A Bidder may refuse the request without getting the earnest money forfeited only on this account. A Bidder making such request will not be permitted to modify the Bid.

14. Format and Signing of Bid

- i) The Bidder shall submit only one Bid. Sister concern firms cannot submit a separate Bid than the Principal Firm.

- ii) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign the Bid to the contract.
- iii) In no case Bid shall contain any interlineations, erasures or overwriting otherwise the Bids are liable to be straightway rejected.
- iv) Failure to a Bid by any of the instructions will make the Bid liable to be rejected.

16. Deadline for Submission of Bids

- i) Bids must be received up to the date & time at the address specified in Section-I in the Biding Schedule. In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- ii) The Board may, at its discretion, extend this deadline for submission of Bids by amending the Bid Documents, in which case all rights and obligations of the Board and Bidders, previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) It shall be the responsibility of the Bidders to ensure that the Bidding Document is completed in all respects and is delivered/got received in the office of the **Chairman, Punjab School Education Board, S.A.S. Nagar (Mohali) by 2.00 PM on 8th October, 2012**. Any delay, the receipt of Bids would be considered late submission of Bid and the Bid would be rejected. Mere handing over of the Bidding Documents at the Reception Counter or at any other unauthorized counter or room or person shall not be considered as submission of Bid and such Bids are liable to be rejected.

17. Late Bids

Bids received after the deadline for submission of Bids shall be rejected summarily.

18. Opening and evaluation of Bids by the Board

- i) The Committee of the Board headed by the Chairman will open the Bids received (except those received late) in the presence of the Bidders/Bidder's representatives, who may wish to be present as per time, date and place specified in the Bidding Schedule. In the event of the specified date for the submission of Bids being declared a holiday for the Board, the Bids will be opened at the appointed time and location on the next working day.
- ii) The envelope containing the Technical Bid shall be opened first and then the inner envelope marked "Cost of Bidding Document downloaded from the Internet" will be opened, and if the Demand Draft for the cost of the Bidding Documents is not there, or incomplete, the remaining Bid Documents will not be opened, and Bid will be rejected and the Bidder will be responsible for the same and shall have no right for further participation.
- iii) In all cases, the amount of Earnest Money and validity shall be announced. Thereafter, the Bidders' names and such other details as the Board may consider appropriate, will be announced by the Board.
- iv) The Board will prepare minutes of the Bid Opening, including the information disclosed to those present in the meeting.
- v) The evaluation of Technical Bids will commence after its opening and evaluation will be made with respect to Earnest Money, Qualification Criteria and other information furnished in Part I of the Bid. On the basis of such evaluation a list of the responsive Bids will be drawn up. The Financial Bids of only those Bidders, who qualify in the evaluation of the Technical Bids, will be considered.
- vi) Bidders or their duly authorised representative(s), whose Technical Bids are found responsive may attend the meeting of opening of Financial Bids.

- vii) At the time of the opening of the 'Financial Bid', the names of the Bidders, whose Technical Bids were found responsive, will be announced and the Financial Bids of only these Bidders will be opened. The responsive Bidder's names, the Bid prices, the total amount of each Bid, and such other details as the Board may consider appropriate will be announced by the Board at the time of opening of Financial Bid. Any Bid Price which is not readable or not recorded will not be taken into account in Bid Evaluation.
- viii) The Board shall prepare the minutes of the opening of the Financial Bids.

19. Allotment Criteria

- i) Before allotment of work order, the Board will evaluate the Bids.
- ii) The Board may in its discretion redistribute allotment to eligible Bidder/s keeping in view the capacity/prior performance of the Bidder/s, provided the Bidder/s are agreed to match the lowest evaluated substantial responsive Bid.
- iii) If there are two or more lowest successful Bidders quoting equal rates, then the Board may award the work to any one or more of them, keeping in view the allotted number of titles. In such cases the work shall normally be allotted to the firm who has got lesser number of titles in these Bids.
- iv) The Chairman also reserves the right to approve the common schedule for all printers in the best interests of the Board. Then the allotment of job will be assigned by the Chairman on the basis of common approved rates.
- v) The Rate contract would be decided on the basis of the best valid rates quoted. If it is considered that the best valid rates quoted by L-1 (best valid Bid) are not reasonable, the negotiations shall be held only with L-1 and a counter offer will be made to the L-1. In case the L-1 Bidder does not accept the counter offer, the Tender would be dropped and recourse would be taken to invite fresh Tenders. Further, in case the L-1 does not have the capability/capacity to execute the complete order, the supply order in excess of the quantity quoted by L-1 could be placed with L-2 (second best valid Bid) on the rates quoted by L-1. Similarly, if the L-2 is also found to be reluctant to supply the stores as such counter offers or the combined capacity of L-1 & L-2 does not meet the supply of complete order, the balance supply order could be placed on L-3 (third best valid Bid) at the rate offered by L-1, and so on.

20. Board's Right to vary Quantities

- i) At the time of allotment the Board reserves the right to increase or decrease the quantity of books by normally upto 30 (thirty) percent in each subsequent order from quantity originally specified. However in emergent situation, the Chairman, Punjab School Education Board shall have the power to exceed the order even more than 30%, but on the rates approved by the Publication Committee by allowing extra time for execution of the job as deemed fit by him.
- ii) The Chairman, Punjab School Education Board may extend/repeat the order in parts within the validity period of Bids and even afterwards or get printed the books of the subsequent session/s on the rates approved by the Publication Committee on the same terms and conditions of the Tender from the willing firms who had executed the job of, printing and supply of books after approval of rates by the Publication Committee and in such cases the time period of printing and supply of books or its extension will also be decided by the Chairman.

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

The Chairman of the Board reserves the right to accept or reject any Bid and to annul the whole Bidding process and may reject all Bids at any time prior to allotment of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Board's action.

22. Issue of Intimation letter and Print order

- i) Prior to the expiration of the period of Bid Validity, the Board will notify the successful Bidder, in writing that the firm's Bid has been accepted.
- ii) The allotment of work order will be treated as the formation of agreement.
- iii) Upon the successful Bidder furnishing of Job Security, the Board will promptly notify each unsuccessful Bidder and will discharge his/her Earnest Money,.
- iv) **Successful Bidders will complete the delivery of allotted books within 90 days. The time period will start from the date of issue of Print Order. This period includes the actual period of proof reading taken by the Education Board's office. The firm will get approved the complete proofs within 7 days. The responsibility for getting in time clearance of proofs from the office shall rest completely with the printer. It is the responsibility of the Printer to collect the MSS/CD's and all other relevant material necessary for starting the job of printing. The printer shall start the printing of books only on the receipt of the print order in writing and according to instructions given in the final print order.**
- v) **Supplying of Distribution List:** The distribution list of books will be supplied to the printer not later than 15days from the date of placing the order with them. No extra time will be provided to the printer on the ground that the distribution list was not supplied with the work order.

23. Signing of agreement and depositing of Job Security

- i) At the same time as the Board notifies the successful Bidder that the firm's Bid has been accepted, the Board will send the Bidder the agreement Form.
- ii) Within seven (7) days of issue of the intimation letter, the successful Bidder shall sign the agreement and positively return it personally to the Board and also deposit the Job Security for an amount of 10% of the work order and 25% paper security for paper supplied by the Board failing which a penalty @ Rs.1000/- per day for the next three days will be imposed, otherwise action as deemed fit by the Chairman including forfeiture of the earnest money or also black listing the firm and to assign the job to the next eligible and willing firm or also to enhance the amount of penalty can be taken and such order of the Chairman will be final and binding upon the firm.

24. Corrupt or Fraudulent Practices

- i) The Board requires the Bidders to strictly observe the laws against fraud and corruption, as in force in India, namely, Prevention of Corruption Act, 1988.
- ii) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in agreement execution.
- iii) "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution of a agreement which is detrimental to the Board and include collusion practice among Bidders (prior to or after Bid submission) designed to establish Bid price at artificial, non competitive levels and to deprive the Board of the benefits of free and fair competition.
- iv) If at any stage, it is found that a particular firm has misrepresented/ concealed the facts or the contents of the documents and such documents submitted by the firm are found to be wrong or false, such conduct of the firm shall also be dealt with under fraudulent practices.

25. Any point not covered under the Terms & Conditions of the Tender

For any point not covered under the provisions of the Tender, the Chairman, Punjab School Education Board shall be the final competent authority, whose orders in this regard shall be final and binding upon the Bidders.

SECTION 5

QUALIFICATION CRITERIA

1. The Bidder must deposit an Earnest Money of 1,00,000/- (One Lac only) in the shape of CDR/TDR/FDR/DD.
2. The Bidder must have the required machinery as given below:-
 - (a) **Category-I For Four Colour books**
 - i) **One no. - Four-Colour Web or Sheet Fed Offset Printing Machine**
 - ii) **Two no. - Two Colour Web or Sheet Fed Offset Printing Machine.**
 - (b) **Full-fledged Plate-Making Unit**
 - (c) **Two Trimming/Cutting Machines**
 - (d) **Full-fledged Binding Unit with 2 Automatic Centre Stitching Machines and at least one Perfect Binding Machine of 3 clamps.**

- Note:**
- (i) **While (a), (b), (c), are essential and (d) is optional**
 - (ii) **Fill the Performa for empanelment given in Section 12.**

3. The Bidder firm must also submit **undertaking** regarding following points on the letter head pad to the effect:-
 - (a) “That I/we have read and understood all the terms & conditions given in the Tender Documents and our firm fulfils the eligibility criteria for executing the job and information furnished in the Bidding documents is correct to the best my/our knowledge and our firm will strictly act in accordance with terms & conditions of the Tender and instructions of the Board.
 - (b) The Firm possesses sufficient godown space for the safe storage of paper required for the printing of the textbooks and storage of the printed material.
 - (c) That our firm has never been disqualified for the Printing & Supply of Textbooks/ Any publication work by the Punjab School Education Board/Any other Board/University/Controller Printing & Stationery Deptt., Punjab/ NCERT, New Delhi, Any Textbooks Printing Board/Agency/Any Semi Govt. /Govt. Board in India etc. nor any such action is in process against the firm.
 - (d) That we shall supply the quantity of textbooks as per assignment shown in Section 2.
 - (e) That we shall supply the textbooks within the prescribed schedule mentioned in the Tender document from the date of receipt of print order. We also agree to the condition if textbooks are not supplied as per the terms and conditions of the Tender, Board will be at liberty to forfeit our EMD/Job Security/ Paper Security and to impose the penalty as deemed fit by the Chairman of the Board.
 - (f) That our bid shall remain valid for one year from the last date of submission of bid.
 - (g) That our firm will execute all jobs such as Type setting, printing, binding, cutting, packing, lamination godowning etc. and all infrastructures required can be arranged in the area available with the firm.
 - (i) That our firm shall not be entitled to make any claim, whatsoever against the Board arising out of the agreement nor we shall be entitled for getting entertained any claim for consideration before the Board and we shall honour the decision of the Chairman, Punjab School Education Board, S.A.S. Nagar

- (j) That our firm has attached a self attested certificate along with attested photo copies of Press Registration Certificate, Declaration U/S 4 of the Press & Registration of the Books as per Act-1867, certificate regarding Registration and License to Work as Factory, and self attested photo copy regarding **ISO Certification of the Firm (if firm ISO certified)**.
- (k) That no relationship or business connection exists between the printer and any official or member of the Board.

In case, at any stage, any of the information is found to be incorrect/false or concealed or our firm does not act according to the requirements of the Tender, the Board will have every right to take any action against me/us my/our firm including registration of a criminal case against the firm or proprietors.

Deponent

VERIFICATION:

That the information given by me/us our firm is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

Date _____

Place _____ (Name in full)

SECTION-6
Conditions of the Agreement
(TERMS AND CONDITIONS)

DEFINITIONS:

1. Wherever the following words or phrases occur in Terms & Conditions of the Allotment and Agreement they shall be deemed to mean as mentioned below:-

- (A) PRINTER means Proprietor / Partner / Managing Director of printing Firm
- (B) OFFICE means OFFICE OF THE PUNJAB SCHOOL EDUCATION BOARD
- (C) THE BOARD means THE PUNJAB SCHOOL EDUCATION BOARD
- (D) THE CHAIRMAN means THE CHAIRMAN OF THE PUNJAB SCHOOL EDUCATION BOARD
- (E) THE SECRETARY means THE SECRETARY OF THE PUNJAB SCHOOL EDUCATION BOARD
- (F) CAPACITY means THE PRINTING CAPACITY of the printer as determined by the office.
- (G) MSS or MANUSCRIPT means HAND WRITTEN or TYPED MANUSCRIPT or PRINTED PRESS COPY or DTP COMPOSED MANUSCRIPT OR NEGATIVES/POSITIVES OF THE BOOK.
- (H) 'CONTRACT PERIOD' means A PERIOD OF ONE YEAR FROM THE DATE OF AGREEMENT.
- (I) REPLACEMENT PRICE means THE PRICE OF PAPER AS APPROVED BY THE AUTHORITIES OF THE BOARD.
- (J) PUBLICATION COMMITTEE means PUBLICATION COMMITTEE (TEXTBOOKS) OF THE BOARD.

ALLOTMENT:

- 2. (i) Subject to the fulfilment of other terms & conditions, the work shall be allotted to the printer according to the capacity of the press and on the basis of the rates approved/offered provided the Board is satisfied that the concerned press has the competency to complete the work within the stipulated period and of the desired quality.

- (ii) The print-order may be increased by 30% within 7 days after the final print order without giving any extra time for the job, if it is within the capacity of the printer. If the increase in order exceeds 30%, the additional proportionate time will be given.
- (iii) If the number of copies is reduced or increased by 30%, printers will not be entitled to any compensation on this account. The rates which are approved and accepted shall be valid for placing of the original order and subsequently extended and/or reprint orders for printing and supply of the book concerned any time during the period of Agreement i.e. one year from the date of Agreement.

3. The Printer to whom work is allotted will have to execute an Agreement on the prescribed form with the Secretary of the Board within 7 days from the date of intimation letter. If the printer fails to execute the Agreement within a specified period of 10 days from the date of receipt of intimation of the allotment letter, the Board may cancel the allotment. The printer shall also furnish SURETY as per SECTION-10 on non-judicial stamp paper of the value of Rs. 25/- to the satisfaction of the Secretary of the Board for the execution of the job allotted to the printer in accordance with the terms and conditions.

4. Besides the SURETY as above, the printer shall deposit **JOB SECURITY** in the form of Fixed Deposit Receipt/Call Deposit Receipt drawn on any Scheduled Bank payable at S.A.S Nagar/Chandigarh in the name of the Secretary, Punjab School Education Board, S.A.S. Nagar (Mohali) to the extent of 10% of the value of job work excluding the value of paper. The amount to be paid by the printer as security will be determined by the Publication Branch or any officer authorized by the Secretary

5. Besides this security as mentioned in Para 4 above, the Printer shall pay 25% of the value of issued paper as **PAPER SECURITY** determined by the Board in the shape of Bank Draft at the time of execution of agreement. The amount shall, however, be refunded to the Printer after the job has been completed and the bill submitted or otherwise on production of full supply receipts in original. The Printers registered as Small Scale Industrial Units can furnish paper security in form of FDR/CDR or Bank Guarantee valid for a period of one year (As per SECTION-11). **This Bank Guarantee must contain code No. Name and complete address of the concerned Bank Branch.** If the paper is issued to the Printer in one or more instalments he may be allowed to rotate the paper security after completion of printing/ supply of books of such an instalment.

AGREEMENT:

MSS & PROOFS

6. (i) The MSS/Designs/Negative/Positive /C.D./Printouts would be given to the printer complete in all respects on the date of Agreement. If any part of the printing material etc. is not printable properly, the same may be returned within 5 days from the receipt of it, otherwise no complaint etc. will be considered later on and no compensation will be given to the printer. Negatives/Positives can also be given to the printer for a reprint

book. But in that case he will have to carry out all the corrections marked in the MSS. In case of minor changes, no payment will be made. But for major corrections/changes, payment will be made as per the approved rates.

- (ii) The printer should get the complete print-order of the book before printing. If a printer fails to get the complete print order of the whole book well in time, the Chairman shall have the right to cancel the order. Proofs for the whole book should be submitted in one lot or as directed by the authorities of the Board. The Printer shall submit two copies of machine proofs only to the Board's Office. One copy of the proofs duly corrected will be returned to the Printer within 3 days from its receipt. If the office demands fresh proofs due to some alterations/improvements in the MSS, the Printer shall be compensated for the days so consumed. The printer shall start the printing of books only on the receipt of the print order in writing from the office and shall print the book strictly in accordance with the proofs as approved and follow all such instructions given in the final print order.

PAPER - ITS RIGHT USE

- 7. (i) The aforesaid preliminaries having been completed, the indent will be issued to the printer for collecting the paper from the store of the Board which he shall have to collect at his own cost, risk and responsibility. Merely putting in an application for the issue of paper and not actually collecting the same for one reason or the other will not absolve the Printer of the penalty which may be imposed on him on account of delay in the execution of the job. If any printer faces any difficulty in lifting/collecting of the paper, he must bring the same in writing to the notice of the authorities of the Board. However, if the paper is not available in the store of the Board, the printer will be duly compensated for the days so lost due to the late supply of the paper. Paper shall be allotted and issued by the Board to the printer subject to its availability in stock and in such manner as may be determined by the office. It is made clear to the printer that the paper for the text portion of the book will be issued only after the final print-order of the whole book or as directed by the office/is given by the office and the paper will be issued book-wise. Paper can also be issued to the Printer in one or more instalments and he shall be bound to accept the same. The printer will use the same paper given to him by the Board only for the specific book for which the paper has been issued to him or as directed by the office in case of an emergency. Any unauthorised use of the Board's paper shall amount to violation of the terms of the Agreement. The order of priority for printing of books in case of a printer who has been allotted a number of books, shall be determined solely by the office.
- (ii) The paper supplied by the Board to the printer shall in no case be used by the printer for any job/books other than the one allotted to him. In case of default, the Publication Committee reserves the right to impose any penalty as it deems fit.

- (iii) White Maplitho Printing Paper of 75GSM for text and 225 GSM of cover paper will be supplied by the Board. Paper for the printing of textbooks shall be supplied as indicated below:

For the Books of Size 58×84cm/8 and 58×84 cm./16 water-marked paper will be supplied in the shape of 58×84 cm. sheets/84 cm. reels.

For the Books of size 71×102/16, water-marked paper will be supplied in the shape of 71×102 cm. sheets/71cm. reels.

Cover Paper will be supplied in the size of the books as shown below:

For the books of size 58×84cm./8 and 58×84cm./16 the cover paper will be supplied in the size of 60×84cm. sheets.

For the books of size 71×102cm. /16, the cover paper will be supplied in the size of 74.5×102 cm. sheets.

RESPONSIBILITY AND SAFE CUSTODY OF BOARD'S PAPER

8. The printer shall be responsible for the safe custody of paper allotted to him by the Board for the book(s) allotted to him. He shall get the paper insured against fire, flood and theft at his own cost. In case of any loss or damage caused to the paper due to unforeseen circumstances or otherwise while in custody of the printer, he shall pay the value (replacement price) of text paper and cover paper so lost or damaged according to the replacement price approved by the authorities of the Board. Besides making good the loss, he will be liable to any action that the Chairman may decide to take against him. However, arrangements for meeting the shortage may be made as per discretion of authorities of the Board to get the job completed.
9. (i) No borrowing/lending of the paper allotted by the Board is allowed.
- (ii) The Board will be entitled to recover the loss as mentioned in (i) from the printer/firm or from the partners of the firm and/or from the Surety jointly and severally. The paper issued to the printer shall remain the property of the Board till the Board receives back the paper converted in the form of Books. The safe custody/maintenance of the Board's paper shall be the sole responsibility of the printer and he is liable to any action for the violation of the Agreement. The Board reserves the right to visit/enter into the premises of the press and the paper godown of any printer with whom the paper is lying for the purpose of inspection or seizure.
10. (i) In case, (a) the order is cancelled or reduced (b) the printer fails to execute the order in full or part thereof or (c) some paper is left with the printer as balance after the printing of the required copies of the book(s) is completed, the printer shall return/deliver at his own cost the unused paper lying with him to the Board or to any other party according to the instructions of the authorities of the Board. However, the adjustment of surplus paper can

be made against the paper to be consumed for other books being printed with the same printer. The onward adjustments should end as immediately as possible and in no case should be beyond the number of books allotted to a particular firm in that particular session. Otherwise if a printer fails to return the balance quantity of both text and cover paper of the Board, he shall have to pay the value of the paper according to the replacement price approved by the authorities of the Board. If the paper is misappropriated, he shall be liable to criminal proceedings for misappropriation of the paper.

- (ii) The printing bill or bills/securities/earnest money of the printer will not be paid unless the balance quantity of the paper is returned or delivered by the printer according to the instructions of the authorities of the Board or adjustment is made in other books allotted to him for printing.

- 11. The printer shall be allowed extra paper as wastage (spoilage) @ ½% per side per colour for text/cover. However, the maximum wastage (spoilage) in case of four colour jobs shall be restricted to 3%.

EXECUTION OF THE JOB

- 12. (i) The Printers shall furnish fortnightly report in writing regarding the progress of printing and binding etc. . The officers/officials of the board will also keep a strict watch and apply periodical checks while the printing is in progress. The printer will inform the office in black and white that books allotted to him is/are under binding with the Binders intimating their names and complete addresses giving the quantity of books as per performa given in SECTION-14.

- (ii) If the printer fails to execute the Order in full or part thereof in the given time for reasons whatsoever they may be, the order may be cancelled and the printing security shall be forfeited, or the case may be dealt under Clause 19

(iii) If it is established that sufficient steps have not been taken to start the work and the progress is very slow and not maintained to the satisfaction of the office, the Chairman reserves the right to cancel the order and take back the MSS, designs, maps, negatives/positives etc. and text paper/ cover paper or recover its assessed value (Replacement Price in case of text and cover paper) without paying to the printer any compensation for the job done till then.

SPECIFICATIONS:

13. (i)	Size of the Book	(58 x 84/16)	(71 x 102/16)	(58 x 84/8)
	(a) Untrimmed size	14.5 x 21 cm	17.75 x 25.5 cm.	21 x 29cm.

(b) Printed area	10.2 x 16.9cm (24x40 em)	13.5x20.3cm (32x48 em)	16x24cm (38x57 em)
(c) Trimmed Size	13.75 cm x 19.5 cm	17cmx24cm	20cmx27 cm

(ii) **Leading Indent:**

- (a) International Numerals matching the type of matter will be used in all the books.
- (b) At the start of each Chapter 4 em sink (Drop) should be provided or it should be according to the instructions, if any given by the Publication Branch of the Board.
- (c) For textbooks required to be printed in 12pt. Punjabi and Hindi, lead of 3 pt. and for other books required to be printed in 12 pt. (or above), Hindi, Punjabi and 10 pt. (or above) English lead of 2 pt. should be used or as per instructions, if any given by the Publication Branch of the Board.
- (d) Inks of 'A' grade quality of standard companies such as United, Coats etc. should be used.
- (e) The cover shall be so pasted/stitched as to ensure that the illustrations, or other matter printed on the cover are exactly in the centre of the page. The printer shall take particular care about wire stitching that the stitch is as close to the spine as possible so that it may not conceal the reading matter of the page. The cover will be so pasted that it sticks to the back firmly and that it does not drag the page while opening the book.

14. The printing and get-up of the book(s) should be of high quality, impression should be sharp, even and registration perfect. Cutting/trimming/finishing of each book size shall be at right angles on all the three sides without any slant or cross. Maintenance of uniform standard in the finished sizes of the book for the complete run of each job shall be the sole responsibility of the printer entrusted with the work. In case of violation of the conditions penalty will be imposed on the printer by the Chairman as decided by him which shall be binding on the Printer.

15. The printer will not get the printing done from any other printer/press until and unless the printer is obliged to do so due to some emergency or unforeseen circumstances over which he has no control. But in such a case, the printer will seek the written permission of the office before getting the whole or part of the job as the case may be executed from another party. However, in such cases the responsibility for the execution of the job within the stipulated time, the standard of the printing required and supplying the required number of copies of the books at 21 Depots and the prevention of excess printing of books will be solely that of the original assignee.

16. (i) The printer shall print a book upto the number as ordered by the Board. Any copies printed in excess through mistake or accidentally shall be delivered to the Board. No payment will be made by the Board for those extra copies. In case of short supply, the sale value (printed price) of the books supplied less than the order shall be recovered from the bills of the printer.

(ii) The printer shall not print in excess of the quantity as ordered by the Board. Any excess printing of allotted books/found guilty of printing of books not allotted to him shall be treated as unauthorised and the printer shall be held responsible for violating the terms of Agreement. Punishment/Legal action will be initiated against the printer. If the printer happens to know that some other printer unauthorisedly printing the book one allotted to him then the authorised printer (allottee) must report to the Board's authorities in writing immediately.

17. The officials or any other representative of the Board have the right to enter the press or its subsidiaries or the premises of its sub-contractor (Book Binders etc.) or any other out-house or godowns for inspection of the stock of paper, stocks of books under print or printed books, design, maps, negative, positive or any other material or equipment supplied by the Board and he shall have a right to seize such stocks.

DELIVERY OF BOOKS :

18. (i) The work allotted to the printer shall be completed and delivered by him bound in suitable bundles as per instructions of the Board's office at 21 Field Offices located at Amritsar, Bhatinda, Ferozepur, Faridkot, Gurdaspur, Hoshiarpur, Jalandhar, Kapurthala, Ludhiana, Mohali, Shaheed Bhagat Singh Nagar, Patiala, Ropar, Mukatsar, Moga, Mansa, Sangrur, Fatehgarh Sahib, Abohar, Patti and Pathankot of the Board, or as per list supplied by the office at his own risk and responsibility. Book printed in smaller quantity, may be received at selected depots as per requirement of the office.

(ii) If the printer fails to supply the books as per distribution list given by the office then the expenditure incurred by the office on inter-depot-transfer of books will be deducted from bill of the Printer.

(iii) The printer shall personally get the books counted by the Depot Manager or his nominee at the time of delivery of books at the depots of the Board and shall obtain receipt from them accordingly.

(iv) The date on which the books get physically received at the depots shall be deemed to be the actual date of delivery.

(v) **Books being printed under free distribution scheme by SSA and Welfare Department Punjab must be printed and packed separately to avoid mixing.** The printer must take extra special care at the time of despatch of these books to the Depots.

LATE EXECUTION OF ORDER

19. Failure on the part of the printer to make supplies within the stipulated period will render him liable to imposition of the penalty as per the following schedule :

- | | | |
|-------|------------------------------|---------------------------|
| (i) | For delay from 1 to 7 days | 5 % of the amount payable |
| (ii) | For delay from 8 to 15 days | 15% of the amount payable |
| (iii) | For delay from 16 to 23 days | 25% of the amount payable |
| (iv) | For delay from 24 to 31 days | 35% of the amount payable |
| (v) | For delay from 32 to 45 days | 50% of the amount payable |

In case the delay in supply of text books exceeds more than 45 days, the printer will be liable to be black listed for allotment of printing works in addition to the penalties levied as per terms and conditions.

IMPORTANT:

- (i) After 30 days, the case may be presented before the Chairman for the cancellation of the order or further time be allowed on printer's request for late submission of proofs. In case of cancellation of the order to the press, its security will be forfeited and action shall be taken as envisaged in Clause 12 (iii) of this Section.
- (ii) After the Expiry of due date, the case may be presented before the Chairman again for further action which may be as under:
 - (a) More time will be allowed by charging higher penalty as per orders of the Chairman.

OR

- (b) Clause 12 (iii) shall be applied.

AND/OR

- (c) The printer who has supplied late the contracted books again and again irrespective of the period of delay, he shall be blacklisted/debarred for further allotments of any printing work of the Board.

NOTES:

If the printer has completed at least 1/2 of the total order at the depots of the Board in time and makes further supplies later on according to the distribution list supplied by the office to complete the order, then the penalty would be worked out on the value of the remaining delayed supply only as envisaged in Clause 19. The date of final supply in respect of 1/2 supply shall be

considered as that on which the last lot is supplied at any depot and the period of delay for penalty for remaining lots will be calculated from the date of supply as per the assignment letter inclusive of any compensation of time if due in this regard.

If any material is supplied late to the press and the responsibility of it is on the office, the time will be extended equal to the number of days so lost.

The effective printing capacity of the press will be calculated as total days as per following schedule for the allotment of text books of the Board according to the machinery available exclusively for the work of the Board. The Board can withdraw the book if the office is not satisfied with the printing capacity (effective) of the concerned press. In view of this Clause the effective printing capacity will be calculated **only if the concerned Printer gives an undertaking that machinery etc. available with him shall exclusively be used only for the Board's printing work**

- (i) 40 reams per day for automatic offset sheet fed machine
- (ii) 100 reams per day for web offset machine

MISTAKES

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

(A) For minor mistakes:

Wrong font letter, which do not change the meaning, missing of signs of Bindi, Adhak, Tippi, Matras or Comma etc. which do not change the meaning of the word/sentence, reversed letters, filling in the word/figures by a spread of ink, a penalty @ Rs. 20/- per mistake will be imposed.

(B) For less serious mistakes:

Where the printer fails to carry out the mistakes of Bindi, Adhak, Tippi, Matras and marks of punctuation pointed out by the office in the final *print order* or such signs of marks of punctuation or letter become invisible during the process of printing but such default does not change the sense, a penalty @ Rs. 40/- per mistake will be imposed.

(C) For Serious mistakes:

- (i) Where mistakes which were pointed by the office, not carried out by the printer, or
- (ii) Where non-visibility of letters changes the sense of a sentence, a penalty @ Rs. 75/- per mistake will be imposed.

(D) For very serious mistakes:

In case of wrong printing of word/sentence/maps/designs etc., a penalty @ Rs. 125/- per mistake will be imposed.

Note: (i) The rates of penalty as per (A), (B), (C) and (D) are for a Unit of 20,000 copies or any part thereof.

(ii) In case the type setting is done by the Board itself and the printer is given only the master copy of the book, then (A) (B) (C) (D) above will become inoperative.

(E) The smudgy printing, defective title printing, improper registration penalty will be imposed @ 1 % per forme of the valid payment of the Bill. Normally no book in short size shall be accepted. In case there is variation from the specified size, a penalty of 1% per side of the total valid amount will be levied and even the higher penalty can be imposed.

(F) In case the general getup of the book is defective or standard of production is not satisfactory, the Chairman has the right to impose an additional penalty as he deems fit and in case of grave defect or very bad printing, the whole Printing bill of the printer can also be forfeited.

20. Recovery of compensation for loss .of damage to MSS/designs etc.

The printer will compensate the Board, for loss or damage caused to the MSS/designs/maps at the following rates: - .

(i)	Design (for language books)	Rs. 200/- per design
(ii)	Design (for other books)	Rs. 150/- per design
(iii)	Cover Design	Rs. 600/- per design
(iv)	Colour Design	Rs. 300/- per design
(v)	MSS	Rs. 50/- per page
(vi)	Maps	Rs. 500/- per map

21. The deduction for the supply of tats (packing material) and reel cores etc. supplied with the paper will be as under :-

(i)	Tats of 58×84 size bundles	Rs. 5/- per tat
(ii)	Tats of 71×102 size bundles	Rs. 7/- per tat
(iii)	Tats of Reels	Rs. 7/- per tat
(iv)	Reel cores	Rs. 7/- per tat

GENERAL

22. The printer shall return the MSS, designs, maps, negatives/positives/CD's etc. to the Board within 15 days after the completion of printing process/last supply made, failing which the Printer will render himself liable to imposition of penalty @ Rs. 100/- per day. He shall not use the same for

any job, other than the one allotted to him vide this Agreement. Any loss of property mentioned in this Clause has to be borne by the Printer.

23. The proprietary rights of all the stocks of books and paper held in godowns of the Printer shall vest with the Board.

24. The price of the book(s) shall be got fixed on the 2 advance copies (Dummy) submitted by the printer. The printer will get proofs of each book approved from the Board or an official authorised before final printing. The Board reserves the right to make additions or alterations in the proofs till the final print order is given in writing. To maintain secrecy of MSS, the responsibility shall be that of the printer and in case of default in this respect, the Agreement shall be liable to be cancelled.

25. The Printer shall submit an affidavit on a non judicial stamp paper of Rs. 25/- in the form as per SECTION-15 duly attested by a Judicial Magistrate or the Notary Public along with the Bill.

26. In case of any dispute arising under this agreement, the Chairman, Punjab School Education Board would act as an Arbitrator and his decision shall be final and binding on both the parties.

27. In case of any dispute between the Board and the Printer that is not settled by arbitration, referred to in Clause 26, the Jurisdiction of Court of Law shall be that of S.A.S. Nagar (Mohali) Courts.

28. The printer will submit his bill in triplicate to the Secretary, Punjab School Education Board along with the following documents:

(i) Five printed samples of the book. The shortage upto seven copies of the book, no deduction shall be made from the bill.

(ii) Acknowledgment receipt of books supplied at Depots of the Board.

(iii) Delivery receipt in original, MSS, designs, maps, negative/positive, CDs etc. (which are to be delivered to the dealing officials of the Publication Branch).

(iv) Print order proofs (if required by the office).

(v) An affidavit is required under Clause 25 above on non-judicial paper of Rs. 15/-

29. Efforts will be made to make 100% payment within one month of submission of bill/bills properly prepared and complete in all respects. But the printer will not be entitled to any extra claim or interest in case of any delayed payments.

30. T.D.S., Sale tax and any other taxes will be borne by the printers. Income Tax as applicable will be deducted at source from the bills of the printers for which Tax Deducted at Source certificate (T.D.S.) will be issued. Any other taxes levied by Punjab Govt. will also be borne by the printers.

31. The printer will certify that no relationship or business connection exists between the printer and any official or member of the Board. If this information is found to have been suppressed, the

Agreement if any, entered into may be cancelled forthwith without notice. No compensation shall be made to any body and any security money deposited with the Board may be forfeited .

32. The printer will submit an affidavit to the effect that he has not been disqualified for printing of textbooks by any Govt. or Statutory Bodies on account of printing of spurious text-books or on account of any other misconduct relating to the printing of text-books and no criminal case on this account is pending against him in any Court of Law of India.

33. That the Board may condone the delay or reduce the penalty and take any other appropriate action including grant of extension period for printing/supply of text-books due to reasonable/genuine circumstances viz. fire, break-down in electricity, strike and other natural calamities etc. which are beyond the control of the Printer on the production of documentary proof by the printer to the satisfaction of the Board.

34. For any other point which is not covered under the above terms and conditions and in all matters relating to interpretation of any condition of this Agreement, the decision of the Chairman of the Board shall be final and binding on the Printer.

35. Section 1, 3, 4, 5, 6, 10, 11, 12 shall be essential part of this agreement.

I have read carefully the terms and conditions mentioned above and other Sections also and shall abide by them.

Date :.....

Full Signature of Printer

Place

(with Rubber seal of the firm)

SECTION-7

BOARD'S SCHEDULE OF RATES

1. Processing Charges:

a) Text Processing including line illustrations of same size:

58 x 84/8 Rs. 25/-

58 x 84/16 Rs.20/

71 x 102/16 Rs.25/-

or b) Processing charges per Sq. Cm. per colour for 25 Paise Per Sq. Cm. per colour coloured Line involving reduction & enlargement multi coloured wash drawing/ photographs including its merger with text.

c) Colour Bromides 50 Paise Per Sq. Cm. per colour

2. Plate Making Charges

71 x 102/76 x 102 cms 235/- Per Plate/Colour (Text)

58 x 84/58.5 x 91 cms 200/- Per Plate/Colour (Text)

21 x 30/25.5 x 38 cms 150/- Per Plate Colour (Cover)

Note: - P.S. plates will have to be used for printing. Plate Making charges will be paid after every 1, 00,000 quantity.

3. Cover Printing per Colour per side

21 x 30 cms. Rs. 13/- Per Colour Per Thousand

25.5 x 38 cms. Rs. 17/- Per Colour Per Thousand

30x42 cms. Rs. 26/- Per Colour Per Thousand

4. TEXT PRINTING on Reel and Sheet Paper

	Size of Paper Subsequent Colour	Rate per Ream	Subsequent Colour	Rate Per Ream
	Reel Paper	Reel	Sheet	Sheet
71 x 102 cms.	Rs. 56/-	Rs. 50/-	Rs.60/-	Rs.55/
58 x 84 cms.	Rs. 39/-	Rs. 34/-	Rs. 50/-	Rs.45/

Books having less impressions and small consumption of paper will be paid extra as per the following schedule:

Books upto 50 reams paper consumption (without wastage) Rs. 10/- Per Ream

Books upto 100 reams paper consumption (without wastage Rs.8/- Per Ream

Books upto 150 reams paper consumption (without wastage Rs. 5/- Per Ream

5. Binding Charges per ream

71 x102 cms. Rs. 11/- per ream (for books printed on sheet paper)

Rs. 10/- per ream (for books printed on reel paper)

58 x 84 cms.

Rs. 10/- per ream (for books printed on sheet paper)

Rs. 9/- per ream (for books printed on reel paper)

OR Perfect Binding

From 1 to 200 Pages = 65 paise per book

From 201 to 300 Pages = 76 paise per book.

Above 300 Pages = 87 paise per book.

6. Supply charges per ream

(upto 21 Field Offices)

71 x 102 cms. Rs. 20/- per ream

58 x 84 cms. Rs. 18/- per ream

7. Lamination Charges per 100 sq. cms. (For Title Covers) Rs. 0.0528)

Note :- 1. For calculating binding and supply charges of total reams (both text and cover without wastage shall be counted).

2. Lamination if specifically mentioned for a particular book.

SECTION 8

Imposition of Penalties

(A) Printing Mistakes :

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

(i) For minor mistakes:

Wrong font letter, which do not change the meaning, missing of signs of bindi, Adhak, Tippi, Matras or Comma etc. which do not change the meaning of the word/sentence, reversed letters, filling in the word/figures by a spread of ink, a penalty @Rs. 20/- mistake will be imposed.

(ii) For less serious mistakes:

Where the printer fails to carry out the mistakes of Bindi, Adhak, Tippi, Matras and marks of punctuation pointed out by the office in the final print order or such signs of marks of punctuation or letter become invisible during the process of printing but such default does not change the sense, a penalty @ Rs.40/- per mistake will be imposed.

(iii) For Serious mistake:

- a) Where mistakes which were pointed by the office, not carried out by the printer, or
- b) Where non-visibility of letters changes the sense of a sentence, a penalty @ Rs.75 per mistake will be imposed.

iv) For very serious mistakes:

In case of wrong printing of word/sentence/maps/designs etc., a penalty @Rs. 125/- per mistake will be imposed.

Note: The rates of penalty as per (i) to (iv) are for a Unit of 20,000 copies or any part thereof.

- (v) In case the general get up of the book is defective or general quality of printing is not up to the mark/is extremely poor which is not readable, the whole lot of books will be rejected. For this default the imposition of penalty as deemed fit by the Chairman shall be final and binding upon the printer.

(B) Binding :

- (i) If the binding is not according to Tender instructions or found improper, a penalty @ Rs.50/- will be imposed.
- (ii) In case of short size of book than the prescribed size and/ or disproportionate blank side margin across the Text matter spoiling the inner look of the Book, a penalty of Rs. @ 300/-will be imposed.

Note : -The above rates of penalty are for a unit of 1000 books.

(C) Short supply of order/Improper distribution of books:

- i) In case the short supply exceed 1%, two times of the face value of the title will be deducted from the bill. However, Board will be at discretion to get the short supply completed from the defaulter printer free of cost within 15 days from the date of such communication, in such cases penalty to be imposed will be at the discretion of the Chairman.
- ii) If a printer fails to supply the books at the Depots/Field Offices of the Board as per the distribution list supplied by the Board, a penalty @ Rs.1000/- will be imposed.

(D) Penalty on account of late submission of contract form and Job Security:

If a printer does not submit the contract form and Job Security within 7 days after the issue of Intimation letter, in such cases penalty @ Rs. 1000/- per day for next three days will be imposed and thereafter it will be at the discretion of the Chairman to forfeit the earnest money and/or black list the firm and/or to enhance the amount of penalty and to assign the job to the next eligible willing firm.

(E) Penalty for unspecified defects:

For any defects of the nature not specified in the Tender, it will be at the discretion of the Chairman, Punjab School Education Board to impose the penalty as per merit of the case/as deemed fit by him.

(F) Forfeiture of Earnest Money, Job Security and paper security and payment for the job executed or part thereof:

Earnest money and/or Job Security and paper security, and/or full/part payment can be forfeited in case of corrupt and fraudulent practice exercised by the Bidding firm or in case of incapability of the firm to execute the job which may reflect the reputation of the Board /Govt. adversely.

(G) Penalty for non return of CD's/Proofs/MSS/Positives etc. :

The printer will compensate the Board for loss or damage caused to the MSS/designs/maps at the following rates:-

(i) Design (for language books)	Rs.200/- per design
(ii) Design (for other books)	Rs. 150/- per design
(iii) Cover Design	Rs. 600/- per design
(iv) Colour Design	Rs. 300/- per design
(v) MSS	Rs. 50/- per page
(vi) Maps	Rs. 500/- per map

(H) Penalty for late delivery of books/execution of order:

LATE EXECUTION OF ORDER

19. Failure on the part of the printer to make supplies within the stipulated period will render him liable to imposition of the penalty as per the following schedule:

(i) For delay from 1 to 7 days	5 % of the amount payable
(ii) For delay from 8 to 15 days	15% of the amount payable
(iii) For delay from 16 to 23 days	25% of the amount payable
(iv) For delay from 24 to 31 days	35% of the amount payable

- (v) For delay from 32 to 45 days 50% of the amount payable

In case the delay in supply of text books exceeds more than 45 days, the printer will be liable to be black listed for allotment of printing works in addition to the penalties levied as per terms and conditions

IMPORTANT :

- (i) After 30 days, the case may be presented before the Chairman for the cancellation of the order or further time be allowed on printer's request for late submission of proofs. In case of cancellation of the order to the press, its security will be forfeited and action shall be taken as envisaged in Clause 12 (iii) of Section 6.
- (ii) After the Expiry of due date, the case may be presented before the Chairman again for further action which may be as under:
- (a) More time will be allowed by charging higher penalty as per orders of the Chairman.

OR

- (b) Clause 12 (iii) shall be applied.

AND/OR

- (c) The printer who has supplied late the contracted books again and again irrespective of the period of delay, he shall be blacklisted/debarred for further allotments of any printing work of the Board.

(I) Chairman, Punjab School Education Board shall have the power:

- (i) To increase the quantum of penalty specified in this Tender as deemed fit.
- (ii) To impose penalty in case of nature of mistakes not covered in this Tender.
- (iii) In case the payment of the bill has already been made, the recovery of amount of penalty can be made from any of the pending/ subsequent bills of the firm.
- (iv) In case of any dispute arising under this agreement, the Chairman, Punjab School Education Board would act as an Arbitrator and his decision shall be final and binding on both the parties.

SECTION-9
AGREEMENT

THIS DEED OF AGREEMENT IS MADE AT MOHALI ON THISDAY OF2011

BETWEEN

The Secretary, Punjab School Education Board, Phase 8, S.A.S. Nagar (Mohali) Punjab (hereinafter referred to as the Board which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the ONE PART

AND

M/s

having its office atthrough its Proprietor/Partner/Managing Director/Manager Sh. (hereinafter referred to as the Printer which expression unless repugnant to the context or meaning thereof includes its assigns executors, successors, legal representatives and administrators) of the OTHER PART.

WHEREAS the Board invited tenders for Printing and Supply of Textbooks for the academic year 2013-2014 vide tender No. dated..... on the terms and conditions and rates as per **SECTION-7** envisaged in the Tender Documents.

AND WHEREAS the Printer having accepted each and every term and condition contained in the Tender Document and after full consideration of the Board's "Schedule of Rates in **SECTION-7** submitted rates in the tender.

AND WHEREAS the Board after thorough examination of all the rates received in the Tender accepted his tender on the rates accepted by the Board and has issued an intimation letter No.dated..... to him. The printer vide his letter No.dated..... accepted the offer made by the Board. The printer after having accepted the offer hereby undertakes to print text books including their covers in conformity with and in all respects with the provisions of this Agreement accepting all the terms and conditions contained therein.

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the "**Conditions of Agreement**".

IN WITNESS WHEREOF the parties hereto have executed this Deed of Agreement in the presence of witnesses on the date, month and year mentioned as token of their acceptance of the aforesaid Agreement.

Signed by the said Shri/Smt.
Proprietor/Partner/Managing Director/Manager of the Printer , on this.....day of2011.

.....
Full Signature of the Printer

.....
.....
(Rubber seal of the Printer)

WITNESSES :

- | | |
|-----------------|-----------------|
| 1. Name..... | 2. Name |
| Address | Address..... |
| Occupation..... | Occupation..... |

Signed by Sh.....for and on behalf of the Punjab School Education Board, S.A.S. Nagar (Mohali) on thisday of2011.

SECRETARY/AUTHORISED SIGNATORY
PUNJAB SCHOOL EDUCATION BOARD

WITNESSES :

- | | |
|-----------------|-----------------|
| 1. Name..... | 2. Name |
| Address | Address..... |
| Occupation..... | Occupation..... |

SECTION-10
SURETY BOND

(Referred to in Clause 3)

Whereas(here-in-after
in-after (Name and address of Printer)

called the Printer) has been allotted the work of printing, binding & supply of the textbooks by the Punjab School Education Board, S.A.S. Nagar (Mohali) (here-in-after called the Board) on the terms and conditions mentioned in the Board's letter No. dated which have been confirmed by the Printer vide his letter No. dated upon conditions inter alia that he will furnish proper Surety for the due performance of the contract. And

Whereas here-in-after called the Surety,
(Name and address of the surety)

Agreed to stand Surety for the due performance of Contract entered into between the Printer and the Board in the shape of agreement signed by both the parties.

Now this deed is witnesses as follows:

That in consideration of the Board having allotted the printing, binding and supply work to the Printer on the terms and conditions agreed upon, the Surety hereby undertakes that the Printer shall duly and faithfully execute the work of the printing, binding and supply that has been allotted to him and that may be allotted to him in pursuance of Clause 2 and 3 and shall perform as per other terms and conditions of the Agreement. The Surety further undertakes to reimburse the Board for all losses and damages that the Board may suffer due to any breach of any of the terms and conditions of the Agreement by the Printer and or to the amount which the Board may be entitled as stipulated damages under terms and conditions of the **Agreement**. The Board shall be entitled to recover the same from the person and property of the Surety. .

In witness of the Surety has set his hand in presence of the witness.

Place

Date

.....

Signature of the Surety

with stamp of the Printer

WITNESS

1

(Signature and address of the witness)

2

(Signature and address of the witness)

SECTION 11

BANK GUARANTEE

(Referred to in clause 5, SECTION-6)

The Secretary,
Punjab School Education Board,
S.A.S. Nagar (Mohali)

No.

Dated

In consideration of your having agreed to supply paper to M/s

.....

..... (here-in-after called the allottee) on the following terms and conditions:

1. You will supply paper to the allottee in the size
2. The allottee shall make use of the paper for printing of books and not for any other purpose.
3. The allottee shall submit complete account of paper consumed for the printing of books and also left unconsumed.

We

.....

(Name of the Bank)

hold ourselves unconditionally and irrevocably guarantee that in the event of default/failure on the part of allottee to observe any of the conditions prescribed by you in regard to the above said agreement, we shall honour your first demand without protest and pay forthwith to you any sum upto

Rs.

(Rs.....)

Our liability under this bond is restricted to Rs.

.....

(Rupees) and it will remain

till unless an action to enforce the claim under the Guarantee is filed against us before that date. The Secretary, Punjab School Education Board has the right to

get this guarantee extended without the consent of M/s
.....
..... and the Bank shall not release this guarantee
even after the date of its expiry without the consent of the Board authorities.

Dated: ACCOUNTANT

MANAGER

(Signature of Branch Manager with seal)

Name & Address of the Bank.....
.....

Signature & seal of the supplier

Signature of Branch Manager.....

Name

(with seal)

Tel. No.

Tel. No.

Mobile No.

Fax No.

E-Mail

E-Mail

PAN No.

Address

.....

.....

SECTION-12

PERFORMA FOR EMPANELMENT

(Information regarding Printing Press & machinery to be submitted by the Printers)

1. Name of the Printing Press _____

2. Established Since _____
3. Full Address of the Press _____
or Units if any
4. Name of the Proprietor/Partners _____

5. Phone No. (Off.)_____ (Resi.)_____ Mobile _____
6. Whether the Press is registered as a Small Scale Industries _____
7. If so please give a Photostat (attested) copy of the same.
8. Experience in Book Work Printing (Attach documents)_____
9. ANNUAL TURN OVER Rs. _____
Attach attested copy of Income Tax Annual Turnover Return filed.
10. PAN No. _____.
11. Details of Machinery: (Which shall be exclusively used for Board's work.

(i) Details of the Offset Machines:

Name of the Automatic Offset machines	Size	Colour capacity viz. one colour two colours etc	Sheet fed Or Web Offset	Printing capacity in reams per day	
				58x84 cm sheet Or 84 cm (Reel)	71x102 cm sheet Or 102 cm (Reel)
1.					
2.					
3.					

4.					
5.					
6.					
7.					
8.					

(ii) Processing & Composing Apparatus:

Photo cameras/ scanners _____

Plate making apparatus _____

Laser Type Setting/ D.T.P. _____

(iii) Paper Storage capacity _____

(iv) Details of Binding Equipments: _____

No. of cutting machines _____

No. of folding machines _____

No. of stitching machines _____

No. of Perfect Binding machines _____

12. Details of Man power engaged in press:

(i) No. of persons engaged in office _____

(ii) No. of persons engaged in processing section _____

(iii) No. of persons engaged in printing Section _____

(iv) No. of persons engaged in Binding Section _____

13. Provision of Electricity Power up to _____

14. Capacity of Generator _____

15. Demand Draft No. /Board's Receipt No: _____

Dated _____ for Rs. _____ in words _____
 _____ in favour of the Secretary, Punjab School Education Board.

Dated:

Signature of the Printer/with rubber seal of the firm

SECTION-13
INTIMATION LETTER

No. PSEB-Pub-2012/

Dated

To

M/s _____

Sub:- Regarding Printing, Binding and Supply of Text Book of the Punjab School Education Board.

you are hereby intimated that the Chairman, Punjab School Education Board is pleased to allot the following text books for printing, binding and supply on schedule rates and on the terms and conditions of the agreement.

S. No.	Name of the book	Quantity of books	Rates	Time for Printing/ Supply (Days)
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

On the basis of the above details, if you are interested to take up the job, the following documents may be submitted in person in this office on or before _____ for execution of the agreement.

- (i) Consent letter regarding the work allotted _____.
- (ii) 10% job security _____.

- (iii) 25% paper security_____.
- (iv) A stamp paper amounting to Rs. 25/- for agreement.
- (v) Surety Bond on a stamp paper of Rs. 25/- from the printer who has been currently allotted printing work by the Board.
- (vi) 15 simple court stamp papers.

Regular Assignment letter/MSS/Designs/Positives etc. will be issued to you only after the execution of the Agreement. In case, you fail to submit the written acceptance/documents within prescribed time, it will be presumed that you are not interested to do this job. Under such circumstances, this job will be assigned to some other printer/s.

The presence of the owner of the press/partner/representative of the printer is required at the time of execution of Agreement.

Deputy Director (Publication)

for Secretary.

SECTION 14

Performa for Fortnightly Progress Report

Name of the Printer _____

Dispatch No. _____ dated _____

Order No. _____ dated _____

1. Regarding Printing

Sr. No.	Name of the Title	Quantity	Whether all text pages printed, if not No. of pending titles	Whether all title cover pages printed, if not No. of pending titles No. of complete books ready for delivery	No. of incomplete books	Expected date of completion of job including delivery

2. Depot-wise delivery chart regarding supply of books at the District depots.

Dated _____

Signature
 Name of the Printer _____
 Address _____
 Tel No. _____
 E-mail _____

SECTION 15

Bill PERFORMA to be submitted by the firm along with cash memo and
Affidavit for claiming payment

(Title-wise claim to be submitted)

Name of the firm: _____

Bill No. _____ date _____

Amount shown in bill in figure _____ Rs. (in words) _____

Work Order No. _____ date _____

Name of Title: _____ Quantity Ordered _____

Quantity Supplied: _____

Total amount in words & figures firm as shown in bill -----

Certified that I have used Text/Cover Paper supplied by the Board in printing and supply of books.

Certified that I have supplied _____ books to the Board along with Bill No. _____ dated _____.

I am also submitting herewith the following material/documents to the Secretary of the Board with the request to make payment amounting Rs. _____.

(i) _____ (ii) _____ (iii) _____ (iv) _____ (v) _____
(vi) _____ (vii) _____ (viii) _____ (ix) _____ (x) _____

Date: _____

Signature

Name of the Firm with Seal

Note: This PERFORMA should be submitted in addition to affidavit.

AFFIDAVIT

(Referred to in clause 25 of Section 6)

I

.....

sole

(Name and address of the person giving affidavit)

Proprietor

of

M/s.....

(Name and address of the firm)

We

.....

(Name and address of all the partners should be mentioned)

Partners

of

M/s

.....

(Name and address of the firm)

solemnly affirm and declare as follows:

1. That I/We have printedcopies of the book published by the Punjab School Education Board SAS. Nagar (Mohali) as desired. The aforesaid number of books have already been supplied to the Board.
2. That no copy of the aforesaid book(s) has been printed in excess.
3. Thatcopies of the Book(s) were accidentally printed in excess and these have also been supplied to the Board.
4. That I/We undertake not to print the book(s) except on an order of the Board in writing.
5. The following paper (Text and Cover), supplied by the Board or vide his Memo No. dated was used for the printing of the book(s) :-

Paper used for the text book

Paper used for the title cover

i. Quality

Quality

ii. Size

Size

iii. Weight

Weight

iv. Quantity of Paper

Quantity of Paper

.....

v. The designs/negatives of emblem of the Board received for the printing of (Name of the book(s) were kept in safe custody under lock and key and have been used for the printing of the above number of books and nowhere else, and that I/We have prepared only negatives/ positives from these designs/negatives and the same has/have been returned to the office of the Board alongwith the original MSS designs/negatives and that I/We have not prepared any extra blocks from the emblem supplied by the Board and that negatives/positives supplied by the Board has/have already been returned to the office of the Board.

Place

Dated

Deponent

Verification

I/Wesolemnly affirm and declare that the contents of the above affidavit are true and correct and no part of it is false and nothing has been concealed therefrom.

Place

Dated

Deponent

SECTION 16

Check list for the Tenderers

1. Sealed envelope containing rates (Financial Bids).
2. Envelope containing Cost of Tender Rs.2500/-
3. Envelope containing Earnest Money Rs.1,00,000/-
4. Undertaking of the firm.
5. List of Machinery & Daily Production Capacity of no. of books.

(Performa for empanelment)