



Tender document for empanelment of
Suppliers for various stationery items
on rate contract basis for the office of PSeGS, Chandigarh

Reference number: PSeGS/Stationery/2015/2

**Punjab State e-Governance Society,
O/o Department of Governance Reforms,
Government of Punjab
SCO 162-164, 3rd Floor, Sector 34-A, Chandigarh-160022**

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1.0 DOCUMENT CONTROL SHEET

SNo	Particulars	Details
1.	Document Reference Number	PSeGS/Stationery/2015/2
2.	Start date & time for sale of tender	15-07-2015 09:00 Hrs
3.	Last date & time for:- <ul style="list-style-type: none"> • Sale of tender • Submission of bids 	05-08-2015 15:00 Hrs
4.	Date and time for opening of Pre-Qualification bids	05-08-2015 15:00 Hrs
5.	Date of Opening of Commercial bids	To be intimated later
6.	Address for Communication	Punjab State e-Governance Society, O/o Department of Governance Reforms, SCO 162-164, 3 rd Floor, Sector-34A, Chandigarh-160022
7.	Cost of tender document & Mode of Payment	Rs. 500/- (Rs. Five hundred Only) in the shape of Pay Order / Demand Draft in favor of Punjab State e-Governance Society.
8.	Earnest Money Deposit (EMD)	Rs. 5,000/- (Five thousand only)
9.	Contact details	Mr. Ravinder Saini (Caretaker) Contact No. : 9646022770, 0172-2600971 Email: dgr@punjab.gov.in
10.	Websites for tender reference	dgrpunjab.gov.in

2.0 Invitation for Bids

2.1. Background

Punjab State e-Governance Society (PSeGS) under the aegis of Department of Governance Reforms, Punjab administers the implementation of e-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab. PSeGS implements policies, procedures and guidelines for the adoption of Information Technology and e-governance for improvement of citizen services through various government departments & agencies and ancillary activities & services. For day to day activities of PSeGS, there is a need to empanel suppliers for supply of various stationery items on rate contract basis for a period of one year initially.

2.2. Invitation For Bids

- 2.2.1. Through this tender, PSeGS invites physical bids from interested bidders for empanelment as suppliers for supply of various stationery items on rate contract basis as described herein.
- 2.2.2. PSeGS shall enter into a "Rate Contract" for one year with one or more successful bidders to supply the stationery items.
- 2.2.3. The selected bidders shall supply the requisite stationery items to the PSeGS against the purchase orders issued by PSeGS from time to time.
- 2.2.4. Only the bidder, in whose name this tender document has been purchased, shall submit the bid.
- 2.2.5. PSeGS may, at its own discretion, extend the date for submission of proposals / bids. In such a case all rights and obligations of the PSeGS and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.0 Instructions to Bidders (ITB)

3.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this tender and Contract shall have the following meanings:

- 3.1.1. "PSeGS" means Punjab State e-Governance Society.
- 3.1.2. "Bidder" means firm / company / business entity who submits bid in response to this tender.
- 3.1.3. "Committee" means committee constituted by PSeGS for evaluation of bids.
- 3.1.4. "Supplier" means the firms / companies / business entities, selected through competitive tendering process in pursuance of this tender, for supply of stationery items under the contract.
- 3.1.5. "Stationery" or "Stationery items" refers to items mentioned in Annexure - A
- 3.1.6. "Contract" means the contract entered into with the suppliers by PSeGS for supply of stationery items with the entire documentation specified in the tender.
- 3.1.7. "Proposals" or "Bids" mean proposals or bids submitted by bidders in response to this tender issued by PSeGS for selection of suppliers.
- 3.1.8. "INR" means currency in Indian Rupees
- 3.1.9. "Tender" means this tender floated by PSeGS for empanelment of suppliers of stationery items.

3.2. General

- 3.2.1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the supply support required.
- 3.2.2. All information supplied by bidders may be treated as contractually binding on the bidders on successful award of the assignment by the PSeGS on the basis of this tender.
- 3.2.3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the PSeGS. Any notification of preferred bidder status by the PSeGS shall not give rise to any enforceable rights by the bidder.

- 3.2.4. This tender supersedes and replaces any previous public documentation & communications regarding the same scope of work as mentioned in this tender, and bidders should place no reliance on such communications.
- 3.2.5. This tender does not constitute an offer by PSeGS. The bidder's participation in this process may result in PSeGS selecting the bidder to engage towards execution of the contract.

3.3. Validity of Bids

- 3.3.1. Bids shall remain **valid for a period of 180 days (one hundred and eighty days)** from the date of opening of Commercial Proposal / bid. The PSeGS reserves right to reject a bid that is valid for a shorter period as non-responsive.
- 3.3.2. In exceptional circumstances, the PSeGS may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional.

3.4. Right to Terminate the Process

The PSeGS reserves the right to annul the tendering process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

3.5. Tender Document Fees

- 3.5.1. The bidders may download the tender documents from the website or collect it physically from the department's office after furnishing tender document fees as mentioned in document control sheet.
- 3.5.2. The EMD shall be in Indian Rupees and bidder can pay in the shape of Pay Order / Demand Draft in favor of Punjab State e-Governance Society.
- 3.5.3. If the tender document fee is in shape of Demand Draft / Pay Order, then it should not be inserted into any of the envelopes.

3.6. Issuance of corrigendum

- 3.6.1. Amendments / corrigendum shall be made available on website only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website for ascertaining the amendments in the tender documents

as communicated through the website. PSeGS shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

- 3.6.2. At any time prior to the last date for receipt of bids, PSeGS may modify the tender document through corrigendum/addendum/clarifications.
- 3.6.3. The Corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- 3.6.4. Any such corrigendum(s), addendum(s) or clarification(s) shall be deemed to be incorporated into this tender.
- 3.6.5. In order to provide prospective Bidders reasonable time for taking the corrigendum(s), addendum(s) or clarification(s) into account, PSeGS may, at its discretion, extend the last date for the receipt of bids.

3.7. Clarifications and amendments of Tender

- 3.7.1. During process of evaluation of the bids, PSeGS may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame.
- 3.7.2. PSeGS may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out posted on the website only as provided in the document control sheet and the bidders are expected to amend their proposal / bid due to such amendments.

3.8. Earnest Money Deposit (EMD)

- 3.8.1. The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 3.8.2. The EMD shall be in Indian Rupees and bidder can pay in the shape of Pay Order / Demand Draft in favor of Punjab State e-Governance Society.
- 3.8.3. EMD should be inserted in a separate envelope and marked as "EMD for tender of Stationery items".
- 3.8.4. EMD of the successful bidder and the bidders who match the L1 price will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.

- 3.8.5. EMD of all unsuccessful bidders would be released by PSeGS as promptly as possible after signing of the contract with the successful bidder and the bidders who match the L1 price.
- 3.8.6. The EMD submitted shall be interest free and will be returnable to the unsuccessful bidders without any accrued interest on it.
- 3.8.7. The EMD lying with the PSeGS in respect of other tender / RFP/ Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. The EMD may however, be taken into consideration in case tenders are re-invited.
- 3.8.8. The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - 3.8.8.1. Bidder withdraws its bid during the validity period specified in tender.
 - 3.8.8.2. Bidder does not respond to requests for clarification of its bid.
 - 3.8.8.3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 3.8.8.4. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

3.9. Preparation of Bid

The Bidder must comply with the following instructions during preparation of bid:

- 3.9.1. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the tender. Failure to furnish the necessary information as required by the tender or submission of a proposal / bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- 3.9.2. The bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same to English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the bid.
- 3.9.3. The Proposal / bid shall be typed and signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- 3.9.4. No bidder shall be allowed to modify, substitute, or withdraw the bid after its submission.
- 3.9.5. The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in

conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by PSeGS to facilitate the evaluation process, and in negotiating a definitive supplier all such activities related to the bid process. PSeGS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 3.9.6. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the seal of the organization.
- 3.9.7. Bid document should contain an Index Page and each page of the bid document should be serially numbered and in accordance with the index page. The page numbering pattern should have “**Serial Number/Total Number of the Bid Document e.g. 1/100**”. No page should be left without page number.
- 3.9.8. Failure to comply with the below requirements shall lead to the Bid rejection:-
 - 3.9.8.1. Comply with all requirements as set out within this tender.
 - 3.9.8.2. Submit the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - 3.9.8.3. Include all supporting documentations specified in this tender, Corrigendum or any addendum issued.

3.10. Submission of Bid

- 3.10.1. Bidders shall submit their bids physically in the office of PSeGS on or before the last date and time for receipt of proposals as mentioned in document control sheet.
- 3.10.2. Bids must be submitted in sealed envelopes in the following manner:-
 - 3.10.2.1. Eligibility criteria qualification documents along with “Make / Brand / Specification Form” should be put in first envelope. Label this envelope as “Pre-qualification documents”.
 - 3.10.2.2. Commercial bid document should be kept separately in another envelope. Label this envelope as “Commercial bid”.
 - 3.10.2.3. Both the above envelopes should then be put in a bigger envelope. Label this envelope as “Bid for supply of stationery items (Bid Reference No. : PSeGS/Stationery/2015/2)”.
- 3.10.3. Bidder may submit the bid for any or all the stationery items mentioned in commercial Bid.
- 3.10.4. Bidder shall submit all the formats of the tender document. Even if any form is not applicable to any particular bidder, still it should be submitted as “**Not Applicable**”. Failure to submit all formats of the tender document may lead to rejection of the bid.

3.10.5. Bidder should furnish samples of all the items at the time of tender submission.

3.11. Late Bids

3.11.1. Bids received after the due date and the specified time (including extended period, if any) for any reason whatsoever, shall not be entertained and shall be not be opened.

3.11.2. The bids that are submitted via fax / via e-mail etc. shall not be considered. No correspondence will be entertained in this regard.

3.12. Disqualifications

PSeGS may at its sole discretion and at any time during the evaluation of bids, disqualify any Bidder, if the Bidder has:

3.12.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

3.12.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in similar work(s) in the preceding three years.

3.12.3. Submitted a proposal that is not accompanied by required documentation or is nonresponsive.

3.12.4. Failed to provide clarifications related thereto, when sought.

3.12.5. Submitted more than one bid (directly/in-directly).

3.12.6. Declared ineligible or blacklisted by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.

3.12.7. Submitted a bid with price adjustment / variation provision.

3.12.8. Documents are not submitted as specified in the tender document

3.12.9. Suppressed any details related to bid

3.12.10. Submitted incomplete information, subjective, conditional offers and partial offers submitted

3.12.11. Not submitted documents as requested in the checklist

3.12.12. Submitted bid with lesser validity period

3.12.13. Any non-adherence/non-compliance to applicable tender content

3.13. Deviations

Bids with any deviations to the contents of the tender document shall be summarily rejected or declared non-responsive and may lead to forfeiture of EMD.

3.14. Bid Opening

- 3.14.1. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of opening of bids.
- 3.14.2. Only two persons for each participating bidder's shall be allowed to attend the bid opening meetings.
- 3.14.3. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity for attending the bid opening.

3.15. Bid Evaluation

- 3.15.1. PSeGS will constitute a Committee to evaluate the bids submitted by Bidders. A two-stage process, as explained hereinafter, will be adopted for evaluation of bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- 3.15.2. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as stipulated by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders' references.

3.16. Eligibility Criteria

- 3.16.1. The evaluation of the bidders will be carried out by the Committee as per the eligibility criteria. Only the bidders who qualify as per Eligibility Criteria shall be

eligible for Technical Evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing.

3.16.2. The committee will check the samples submitted along with the bid. If the samples are not found to be of satisfactory as per the requirements of PSeGS by the committee, then the bid of bidder may be rejected. The decision of the PSeGS shall be final in this regard.

3.16.3. Eligibility criteria are explained as below:-

Note: All the below mentioned document has to be scanned and uploaded.

SNo	Particulars	Eligibility Criteria	Supporting documents
1.	Legal Entity	Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partner--ships (LLP) Act, 2008 or registered under Partnership Act, 1932.	Certificate of Incorporation / Certificate of Registration Memorandum and Articles of Association / Partnership deed
		Registered with the Sales Tax Authorities	Registration Certificate
2.	Relevant Business Continuity & Past experience	The Bidder should have been in the business of supplying stationery items for a minimum period of three years as on 31.03.2015.	Purchase order(s) along with the completion Certificate/ satisfactory client Certificate confirming year, cost and area of activity
		The bidder must have executed one project of total value of Rs. 1 lakh for any State Govt. / Central Govt. / Board, Corporations and Societies for supply of stationery items in the last three years as on 31.03.2015.	
3.	Turnover	Bidder should have Total Average Annual Sales Turnover of INR 5 lakh in the last three (3) financial years as of 31.03.2015.	Extracts from the balance sheet and profit & loss account duly attested / audited by a practicing chartered accountant along with authentic certificate from the practising member of Institute of Chartered Accountant of India.
4.	Disclosures	The bidder needs to submit the undertaking that the Bidder :- <ul style="list-style-type: none"> - Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. - Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons 	Self-Certified letter

SNo	Particulars	Eligibility Criteria	Supporting documents
		<ul style="list-style-type: none"> - Their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. - The prices being offered are not higher than the prices offered to any government department in last 3 months as on the date of bidding. - Comply with the code of integrity as specified in the bidding document. 	
5.	Local office in Chandigarh / Mohali / Panchkula	The bidder must have an operating office in Chandigarh / Mohali / Panchkula. If there is no operating office in Chandigarh / Mohali / Panchkula at present, the supplier must open an office within one month of empanelment.	A self-certified letter mentioning whether the supplier has a local office. If not, the supplier must give an undertaking that it will open a local office in Chandigarh / Mohali / Panchkula within one month of empanelment.
6.	VAT Registration	The Bidder should have valid VAT registration certificate	Copy of the certificate
7.	Furnishing Tender document fees and EMD	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof
8.	Samples of items	The bidder must submit samples of all the items that it is bidding for.	Relevant samples of the items

3.17. Commercial Bid Evaluation

- 3.17.1. The Commercial Bids of only those Bidders would be opened who qualify all the Eligibility Criteria as explained above, on the prescribed date in the presence of representatives of the bidders who may wish to be present.
- 3.17.2. The “**All inclusive Price per unit**” indicated in the Commercial Proposal shall be considered final price for the commercial bid evaluation.
- 3.17.3. The bidder offering lowest “**All inclusive Price per unit**” of any item would be termed as L1 (Lowest) for that particular item and become eligible for empanelment. The bidder quoting as second lowest would be L2 and so on. L2 and other bidders shall be then asked to match the L1 price of that particular item.

- 3.17.4. The maximum time period allowed for matching the L1 rates by any Bidder will not be more than 2 working days from the date of declaring L1 bidder price. If the Bidder fails to match the L1 rates within stipulated time as stated above, the offer will be treated as declined.
- 3.17.5. Bidder(s) who will match the L1 price shall also be shortlisted to become eligible for empanelment.
- 3.17.6. The empanelment shall be done for each item.
- 3.17.7. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the scope of work within the all inclusive total Unit price shall be that of the bidder. Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 3.17.8. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

3.18. Notification of Award of Contract

- 3.18.1. PSeGS will notify the successful bidder(s) in writing about acceptance of their proposal. The notification of award will constitute the formation of the contract after submission of performance bank guarantee by the successful bidder(s).
- 3.18.2. Upon the successful bidder's furnishing of Performance Bank Guarantee, PSeGS will notify each unsuccessful bidder and return their EMD.

3.19. Performance Bank Guarantee (PBG)

- 3.19.1. The successful bidder will furnish Performance Bank Guarantee within 15 days from the notification of award, for a value of Rs. 50,000/- only (Fifty thousand).
- 3.19.2. PBG shall remain valid for a period of **180 days** beyond the date of completion of all contractual obligations of the successful bidder including warranty/ extended warranty obligations.
- 3.19.3. In case the successful bidder fails to submit performance guarantee within the time stipulated, the PSeGS at its discretion may cancel the award of contract to the successful bidder without giving any notice.
- 3.19.4. The supplier will not be entitled for any interest on the PBG submitted.
- 3.19.5. PSeGS shall forfeit the PBG in full or part in the following cases:

- 3.19.5.1. When the terms and conditions of contract are breached/ infringed
- 3.19.5.2. When contract is being terminated due to non-performance of the Supplier
- 3.19.5.3. PSeGS incurs any loss due to Supplier's negligence in carrying out the project implementation as per the agreed terms & conditions.

- 3.19.6. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of PSeGS in this regard shall be final.

3.20. Signing of Contract

The successful bidder will sign the Contract with PSeGS within 15 working days of the release of notification and submission of PBG. After signing of the Contract, no variation in or modification of the term of the Contract shall be made except by mutual written amendment signed by both the parties.

4.0 Terms & Conditions

4.1. Contract Period

This contract shall be valid for a period of one (1) year from the date of signing of contract. The contract may be extended by a period of 6 months on the same terms and conditions at the discretion of PSeGS.

4.2. Prices

- 4.2.1. The rates quoted in the commercial bid shall be FOR Chandigarh and the rates shall be inclusive of all statutory duties & taxes, packing & forwarding, freight, insurance, installation, commissioning, warranty or any other charges. Variation in tax rates will be passed on to the department.
- 4.2.2. The prices shall remain fixed for the complete contractual period. No price change request would be accepted after opening of the bids and during the validity of the empanelment.
- 4.2.3. In case, if at any point of time, it is found that the rates offered to PSeGS are higher than the rates offered to any other Punjab Government Department for the similar make & model, the supplier would be liable to pay the differential amount to ordering Department failing which the contract shall be cancelled and performance security forfeited.

4.3. Supply

- 4.3.1. Unless agreed in writing with the bidders, the delivery of the ordered stationery items should be within 7 working days of the issue of the purchase order.
- 4.3.2. The supplier will supply only genuine and best quality items as quoted in its bid.
- 4.3.3. No guarantee can be given as to the quantity, which will be ordered during the contractual period. But the purchaser undertakes to order from the supplier all items which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government, the supplier binds himself not to revoke this contract during the said period.
- 4.3.4. All the billing under this contract shall be made only from Chandigarh / Mohali / Panchkula.

4.4. Payment Terms

- 4.4.1. Payment shall be made by the Department who has placed the Purchase Order to the empanelled supplier referring this contract. PSeGS shall not be liable for any payment on behalf of any other department.
- 4.4.2. 100% payment shall be made after Delivery and successful installation of the item(s) at the destination along with submission of Physical verification report by the PSeGS.
- 4.4.3. Payment shall be made in Indian Rupee through account payee cheque or online transfer mode only.
- 4.4.4. No payment will be made in advance for any Supplies under this Contract.
- 4.4.5. Payments shall be subject to deductions of any amount for which the empanelled supplier is liable under the empanelment.

4.5. Other terms & Conditions

- 4.5.1. The items to be supplied under this contract will be of the quality equal and compliant in every respect to the specifications given in tender. The supplier shall be responsible for all complaints with respect to the quality.
- 4.5.2. The supplier will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.
- 4.5.3. The supplier shall not be paid for supplies rejected as above and such supplies shall be removed by the supplier at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. PSeGS shall be under no liability whatsoever for rejected supplies and the same will be at the supplier's risk.
- 4.5.4. Rejected supplies shall be removed by the supplier within 10 days of issue of notice of such rejection, and failing which removal of rejected goods will be at supplier's risk.
- 4.5.5. The supplier will not be entitled to charge or be paid for supplies broken / lost / damaged in transit. Such rejected supplies shall be removed by the supplier at his own expense.
- 4.5.6. The date of delivery stipulated in a supply order shall be deemed to be the essence of the contract and should the supplier fail to deliver any consignment within the period prescribed for such delivery stipulated in the supply order, PSeGS may cancel the supply order & penal action such as debarring, forfeiture of PBG & pending payments, may be taken against the firm. PSeGS may accept

the delayed consignment as per penalties in the tender. In case of non-payment by the supplier, recovery will be made from his bills or PBG deposited with PSeGS. However, if the firm requests for extension of delivery period, the reasons for delay will be examined by Department & if the reasons for delay are found justified, Department may extend the delivery period. In case, the delivery period is extended no penalty for supplies made during the extended period be recovered from the supplier.

- 4.5.7. The supplier should make himself fully acquainted with all the conditions and circumstances under which the supplies required under furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the supplier shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any rates agreed to in the supplier to evading any of his obligations under the contract.
- 4.5.8. The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination otherwise.

4.6. Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

4.7. Penalty

After expiry of stipulated delivery period i.e. 7 working days or as per Purchase Order timeline, whichever is earlier, a penalty @ 2% per week of the value of late supplied item subject to maximum of 10% shall be levied, beyond which the department can cancel the Purchase order and PSeGS reserves the right to terminate the empanelment of the Supplier along with forfeiture of PBG.

4.8. Taxes and Duties

All taxes, duties and any statutory levies etc. payable by the Supplier during the contract tenure shall be the sole responsibility of the Supplier.

4.9. Termination of Contract

Following reasons shall lead to the termination of contract:

- 4.9.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period.
- 4.9.2. The expiry of the term of Contract .
- 4.9.3. Termination of Contract by the PSeGS due to non-adherence of contract / tender terms and conditions.

4.10. Termination for Insolvency, Dissolution etc.

PSeGS may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to PSeGS.

4.11. Termination for Convenience

PSeGS reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for PSeGS's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.12. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

- 4.12.1. **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
- 4.12.2. **Arbitration:** In case dispute arising between the PSeGS and the Supplier, which has not been settled amicably, the Supplier can request the PSeGS to refer the dispute for arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be "Principal Secretary / Secretary to Government of Punjab Department of Governance Reforms". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The arbitration proceedings will be held at Chandigarh. The decision of the Arbitrator shall be

final and binding upon both the parties. The arbitration award shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Supplier. However, the expenses incurred by each party in connection with the preparation / presentation of the petition / reply shall be borne by the party itself.

4.13. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

5.0 Proposal / bid Formats

Following are the proposal / bid formats to be used by the bidders for submitting their proposals / bids for selection as Supplier under the tender:-

S.No	Form	Description
1.	Form-1	Covering Letter
2.	Form-2	Eligibility Criteria Form
3.	Form-3	Make / Brand / Specification Form
4.	Form-4	Commercial Proposal / bid Form

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the Proposal Formats. These should not appear in the final Proposals to be submitted by the bidders]

5.1. Form-1: Covering Letter requesting selection as Supplier

Bid Reference No. : PSeGS/Stationery/2015/2

[Bidders are required to submit the covering letter as given here on their letterhead]

To

**Member Secretary,
Punjab State e-Governance Society,
O/o Department of Governance Reforms,
SCO-162-164, Sector-34A,
Chandigarh-160022**

Sub: Proposal for Selection as Supplier of stationery items

Dear Sir,

1. We, the undersigned, have carefully examined the referred tender no. **PSeGS/Stationery/2015/2**, offer to propose for the selection as Supplier, in full conformity with the said tender.
2. We have read all the provisions of tender & Corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, till 180 days from the date of opening of Commercial Proposals as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

8. EMD has been deposited and its details are as below:- *[Insert details as applicable]*
 Acknowledgement No / Demand Draft No _____ dated _____ for INR _____
 Acknowledgement No / Demand Draft No _____ dated _____ for INR _____
9. Tender document cost has also been paid. Details are as below: - *[Insert the details as applicable]*.
10. Our details have been filled below:-

S.No	Particulars	Details
1.	Name of the Supplier:	
2.	Principal place of business:	
3.	Address with Telephone numbers, Fax number	
4.	Address of Branch office in Tri-city (if not same as above)	
5.	Status whether run by an Individual, Partnership Firm, Registered Client, Private company, Public Company	
6.	Date of incorporation and/or commencement of business	
7.	Name of Proprietor/ Partners/ Directors	
8.	Registration Number	
9.	PAN Number	
10.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Supplier with power of attorney.	
11.	Details of individuals who will serve as the point of contact/communication with the PSeGS or purchaser department in case of the award of the contract. [The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]	

Signature
Full Name
In the capacity of
Duly authorised to sign Proposal for And on behalf of
Date.....

Place.....

[*: Strike off whichever is not applicable]

5.2. Form 2: Eligibility Criteria Form**Bid Reference No. : PSeGS/Stationery/2015/2**

SNo	Particulars	Eligibility Criteria	Supporting documents	Pg No	Compliance (Yes/No)
1.	Legal Entity	Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 or registered under Partnership Act, 1932.	Certificate of Incorporation / Certificate of Registration Memorandum and Articles of Association / Partnership deed		
		Registered with the Sales Tax Authorities	Registration Certificate		
2.	Relevant Business Continuity & Past experience	The Bidder should have been in the business of supplying stationery items for a minimum period of three years as on 31.03.2015.	Purchase order(s) along with the completion Certificate/ satisfactory client Certificate confirming year, cost and area of activity		
		The bidder must have executed one project of total value of Rs. 1 lakh for any State Govt. / Central Govt. / Board, Corporations and Societies for supply of stationery items in the last three years as on 31.03.2015.	Copy of Rate Contract(s) and Purchase order(s) based on that Rate Contract. Separate Rate Contracts / Purchase Orders copy is needed for each category of consumables applied.		
3.	Turnover	Bidder should have Total Average Annual Sales Turnover of INR 5 lakh in the last three (3) financial years as of 31.03.2015.	Extracts from the balance sheet and profit & loss account duly attested / audited by a practicing chartered accountant along with authentic certificate from the practising member of Institute of Chartered Accountant of India.		
4.	Disclosures	The bidder needs to submit the undertaking that the Bidder :- - Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. - Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and	Self-Certified letter		

SNo	Particulars	Eligibility Criteria	Supporting documents	Pg No	Compliance (Yes/No)
		<p>must not be the subject of legal proceedings for any of the foregoing reasons</p> <ul style="list-style-type: none"> - Their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. - The prices being offered are not higher than the prices offered to any government department in last 3 months as on the date of bidding. - Comply with the code of integrity as specified in the bidding document. 			
5.	Local office in Chandigarh / Mohali / Panchkula	The bidder must have an operating office in Chandigarh / Mohali / Panchkula. If there is no operating office in Chandigarh / Mohali / Panchkula at present, the supplier must open an office within one month of empanelment.	A self-certified letter mentioning whether the supplier has a local office. If not, the supplier must give an undertaking that it will open a local office in Chandigarh / Mohali / Panchkula within one month of empanelment.		
6.	VAT Registration	The Bidder should have valid VAT registration certificate	Copy of the certificate		
7.	Furnishing Tender document fees and EMD	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof		
8.	Samples of items	The bidder must submit samples of all the items that it is bidding for.	Relevant samples of the items		

5.3. Form 3: Make / Brand Specification Form*[To be submitted by the bidder as part of eligibility criteria]***Bid Reference No. : PSeGS/Stationery/2015/2**

SNo	Item	Make / Brand / Specification	Sample submitted (Yes / No)
1.	Correcting fluid	Reynolds or Faber Castell	
2.	Pencil lead	Natraj or Apsara	
3.	Ball pen (ordinary)	Montex or Reynolds	
4.	Pilot pen (V-7)	Reynolds or Luxor	
5.	Gum bottle (150ml)	Pidilite	
6.	Punch (single)	Kangaro	
7.	Punch (double)	Kangaro	
8.	Stapler (small)	Kangaro	
9.	Stapler (big)	Kangaro	
10.	Stapler pin (small);	Kangaro	
11.	Stapler pin (big)	Kangaro	
12.	Cello tape (1/2"x65 mtrs)	Wonder	
13.	Cello tape (1/2"x50 mtrs)	Wonder	
14.	Color flag (tri-color) 3x3"	Post-it	
15.	Self sticking yellow slip	Post-it	
16.	Dak pad	-	
17.	File tray	-	
18.	Glue stick (15g)	Pidilite or Faber Castell	
19.	Packing tape brown (29x44 cm)	-	
20.	Envelope Brown SE-5 and SE-6	-	
21.	Envelope White SE-5 and SE-6	-	
22.	File size envelope white and brown with clothing	-	
23.	Box file	-	
24.	Plastic folder Legal size	Sun	
25.	Plastic folder A-4 size	Sun	
26.	White Board	-	

27.	Marker (Red,Green,Black, & Blue)	Reynolds or Camlin or Luxor	
28.	Photostat paper A4 size 70-75 GSM	Trident My Choice or JK	
29.	Photostat paper Legal size	Trident My Choice or JK	
30.	File Cover	-	
31.	Stamp pad	Ashoka, or Faber Castell	
32.	CD with Cover	Moserbaer or Sony	
33.	DVD with Cover		
34.	Calculator	Citizen or Casio	
35.	Permanent Marker	Reynolds or Camlin	
36.	Long Tags	-	
37.	U clips	-	
38.	Highlighter	Reynolds or Luxor or Stic or Faber Castell	
39.	Uniball Pen eye (fine) (Green / Red / Black / Blue)	-	

5.4. Form 4: Commercial Proposal / bid Form*[To be submitted by the bidder as per the format given below in a separate sealed cover]***Bid Reference No. : PSeGS/Stationery/2015/2**

SNo	Item	Make / Brand / Specification (As per sample submitted)	Price per unit in Rs. (All inclusive)
1.	Correcting fluid		
2.	Pencil lead		
3.	Ball pen (ordinary)		
4.	Pilot pen (V-5)		
5.	Gum bottle (150ml)		
6.	Punch (single)		
7.	Punch (double)		
8.	Stapler (small)		
9.	Stapler (big)		
10.	Stapler pin (small);		
11.	Stapler pin (big)		
12.	Cello tape (1/2"x65 mtrs)		
13.	Cello tape (1/2"x50 mtrs)		
14.	Color flag (tri-color) 3x3"		
15.	Self sticking yellow slip		
16.	Dak pad		
17.	File tray		
18.	Glue stick (15g)		
19.	Packing tape brown (29x44 cm)		
20.	Envelope Brown SE-5 and SE-6		
21.	Envelope White SE-5 and SE-6		
22.	File size envelope white and brown with clothing		
23.	Box file		
24.	Plastic folder L shape		
25.	Plastic folder A-4 size		

26.	White Board		
27.	Marker (Red,Green,Black, & Blue)		
28.	Photostat paper A4 size 70-75 GSM		
29.	Photostat paper Legal size		
30.	File Cover		
31.	Stamp pad		
32.	CD with Cover		
33.	DVD with Cover		
34.	Calculator		
35.	Permanent Marker		
36.	Long Tags		
37.	U clips		
38.	Highlighter		
39.	Uniball Pen eye (fine) (Green / Red / Black / Blue)		

Note: -

1. Total unit price quoted above is an all-inclusive figures i.e. out-of pocket expenses, insurance, transport, taxes and any other regular or incidental expenses etc.
2. No cost other than quoted above shall be claimed separately.

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Supplier]

Name of Firm:

Address:

5.4.1. Annexure B: Performance Bank Guarantee

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the Supplier and address>> (hereinafter called "the applicant / Supplier") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the applicant/Supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.