



ECONOMIC RECONSTRUCTION AGENCY

(Government of Jammu and Kashmir)



TENDER

FOR DESIGNING, PRINTING AND SUPPLY OF COFFEE TABLE BOOKS

(TENDER NO: ERA/CEO/1420/Adm/4540)

PART-I - TECHNICAL PROPOSAL

and

PART-II - PRICE PROPOSAL

Prepared and Issued by:

Jammu and Kashmir Economic Reconstruction Agency
(Government of Jammu and Kashmir)

2nd Floor, JKPCC Building Rail Head Complex Jammu, 180012

PART-I - TECHNICAL PROPOSAL

(In a separate Envelope)

TENDER DOCUMENT FOR DESIGNING, PRINTING AND SUPPLY OF COFFEE TABLE BOOKS FOR J&K ERA

TENDER NO: ERA/CEO/1420/Adm/4540

Date: 24.12.2018

Tenders are invited for & on behalf of Jammu and Kashmir Economic Reconstruction Agency (Government of Jammu and Kashmir) under single stage two envelope bid system, following (QCBS) (90:10) method of selection (Part-I - Technical proposal & Part-II - Financial proposal) from bonafide, experienced & reputed agencies / Publishers / Individuals for the job given below:

1.0 **BRIEF DETAILS OF THE TENDER:**

Name of Work	DESIGNING, PRINTING AND SUPPLY OF COFFEE TABLE BOOKS FOR J&K ERA.
Tender No	TENDER NO: ERA/CEO/1420/Adm/4540
Earnest Money Deposit	Rs. 10000/- (Rs Ten Thousand only) plus GST as applicable by Demand Draft/Pay Order in favor of J&K ERA, payable at Jammu from Nationalized Indian Bank
Issue Of Tender Document	Bidders can get the hard copy from the office of Director (Finance) from 27/12/2018 at 1100 hrs. Bidders can also download the document from ERA website (one day before last date of bid submission). However, only hard copy submission shall be accepted and will be received at 2nd Floor, JKPCC Building Rail Head Complex Jammu, Pin Code: 180012
Pre proposal meeting	A pre proposal meeting shall be held on 7 Jan 2018 to discuss and clarify any issue related to the proposal. Bidders may also send the queries on mail id contact@jkera.org To seek clarification. The clarification received till 6 Jan 2018 shall only be considered for response.
Submission of Bids	Bids shall be submitted latest by 17.01.2019 at 15.00 Hrs at the address below Chief Executive officer, JK ERA 2nd Floor, JKPCC Building Rail Head Complex Jammu, Pin Code: 180012 Part I and Part II of the proposal shall be sealed in two separate envelope and marked respectively as Technical proposal (Part I) and Financial proposal (Part II). These two envelopes shall be kept in a single envelope and sealed.

Submission of Bids	<p>Two such similar copies shall be submitted marked as “Original” and “Duplicate Copy”. Both these copies shall be then sealed in one single envelope, which will be addressed to CEO - JK ERA and marked as “DO NOT OPEN BEFORE (Date and Time)”.</p> <p>Duplicate copy shall not be opened at the time of Bid opening. Only the Part I (Technical proposal) of the Original copy shall be opened on the date of Bid opening. Duplicate Copy of all bidders shall be sealed separately and kept in safe custody. Part II of the all bidders shall not be opened and will be sealed in separate envelope in presence of committee opening the Technical proposal.</p>
Time for Opening of tender (Part-I & Part-II)	Part-I i.e. Technical proposal of the tender shall be opened on 17.01.2019 at 1530 hours. Part-II (financial proposal) of the acceptable bidders shall be opened at a later date, which shall be informed.
Technical Presentation	Scheduled tentatively for 21.01.2019, subject to completion of Evaluation and Technical Qualification
Cost of Document	Rs. 1000/- + 12% GST extra. Those Bidders who download the document online shall submit the demand draft in favour of J&K ERA payable at Jammu and non submission will result in proposal being invalid
Address for communication	<p>Chief Executive officer, JK ERA 2nd Floor, JKPC Building Rail Head Complex Jammu, Pin Code: 180012 Phone no. 0191-2475521 E-mail: contact@jkera.org</p>
EARNEST MONEY DEPOSIT (EMD)	Amount of EMD to be deposited with the Tender will be as per para 2.0 below

2.0 EMD (EARNEST MONEY DEPOSIT)

- a) EMD of Rs. 10000/- (Rupees ten thousand Only) shall be deposited along with the Tender by Demand Draft /Pay Order in favour of J&K ERA, payable at Jammu from nationalized / scheduled Indian bank. The envelope containing the EMD should reach the office on or before 17.01.2019 by 1500 Hours.
- b) J&K ERA reserves the right to solicit additional information from Bidders.
- c) J&K ERA reserves the right to accept or reject any or all bids; and to select the Bidder(s) which, in the sole opinion of the Project, best meets the project's interest. J&K ERA also reserves the right to negotiate with potential Bidders so that its best interests to fulfill the need of project are served.
- d) All information contained in this tender, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organization.

3.0 SECURITY DEPOSIT:

- a) The performance security deposit shall be at 10% of total award value.
- b) As soon as the tender is accepted, the bidder shall be advised to deposit the amount equivalent to 10% of the value of the Work Order at accepted rates within 10 days of receipt of work order.
- c) This performance security shall be released 30 days after the successful completion of the contract.
- d) Conditional bids would be rejected outright.
- e) J&K ERA reserves its right to withdraw / cancel / alter the bid document at any stage.
- f) J&K ERA reserves the right to summarily reject offer received from any bidder on national security considerations, without any intimation to the bidder.

4.0 Qualification Requirements:

The agencies/firms that intend to participate shall meet the following qualifying requirements and shall submit substantiating documents in support of their claim, along with their bid.

4.1 Experience Criteria

The bidder should possess experience of having completed similar publication/ assignment with following minimum cost during the last five years:

1. Three similar works each of minimum value Rs. 84,000/- (i.e. Amount equal to 30% of Estimated Cost)
OR
2. Two similar works each of minimum value Rs. 1,12,000/- (i.e. Amount equal to 40% of Estimated Cost)
OR
3. One similar work of minimum value Rs. 1,40,000/- (i.e. Amount equal to 50% of Estimated Cost)

NOTE: Tenderer should submit sample booklets/ books and copy of work order etc. towards proof of having successfully completed the publication.

The copies of Work Orders, attached with the Tender document, must be supported with attested completion certificates with value in rupees, issued by the concerned departments/organizations OR True copies (Self attested) of the bills raised against the attached Work Orders with Bank statement showing receivables against the invoices raised for each work order. Work orders should reflect total value of the jobs awarded to the bidder.

4.2 Technical Criteria:

Experience of having executed designing, printing and supply of fine quality booklets/books during any of the last five preceding financial years.”

A. Financial Criteria:

Minimum Annual turnover of the Bidder in any one of the three preceding financial years i.e. 2015-16, 2016-17 and 2017-18 shall not be less than Rs. 50 lakhs. Balance sheet duly vetted & attested by the CA should be submitted. CA Certificate in original, certifying the turnover shall also be acceptable.

5.0 SUBMISSION OF TENDER

- 5.1 The tender document shall be submitted physically or by post so as to reach ERA office on the date and time mentioned above in the table. ERA will not be responsible for and postal delay. Late submission shall not be entertained.
- 5.2 The tender shall be submitted in the manner as described in "Instructions to Bidders.
- 5.3 J&K ERA reserves the right to accept or reject any Tender in part or full, without assigning any reason whatsoever.

6.0 Tenders liable for rejection

- a) Tenderer stipulates the validity period less than what is stated in the tender form and stipulates its own conditions.
- b) Tenderer does not disclose full particulars of past performance and contains unacceptable terms and conditions.
- c) Tenderer does not disclose the full names & addresses of all his partners, in case of a partnership firm.
- d) Tenderer does not have GSTN.
- e) Tenders are partly quoted and/or partly unfilled or are not according to the tender format.

7.0 Rate Reduction on account of Delay

Rate reduction on account of delay shall be calculated and imposed as under: -

- (i) 1.0% (One percent) of the value of goods/items delivered late for each week for the first two weeks and then 2% (Two percent) per week for the next 2 weeks.
- (ii) In case the delay is more than four weeks, a fixed rate reduction of 10% of contract value shall be applicable
- (iii) In case of delay beyond eight weeks, J&K ERA reserves the right to reject or accept the delayed deliveries and in both the cases, a fixed rate reduction of 10% of contract amount shall be applicable. Deduction on account of rate reduction shall be made from other bills/security deposit etc.

iv) After issue of the contract, the Security Deposit will be forfeited in case of non-performance undue delay and/or not competing all the works as per schedule as per contract terms/conditions by the agency, besides other action, including blacklisting as deemed fit unless a revision in completion date is agreed upon by J&K ERA, in writing on receiving a written request in this regard from the successful bidder.

8.0 Right of Owner to get the work done at Publisher's own Risk and Cost:

As per General conditions of Contract, J&K ERA has the right to get work done at Publisher's risk and cost, or employ necessary manpower, materials and equipment at the risk and cost of the Publisher provided balance of the work is left incomplete by the Publisher on termination of the contract.

9.0 **Arbitration:** Venue of arbitration will be Jammu - Jammu and Kashmir and will be governed by the provisions of the JK Arbitration & Conciliation Act.

10.0 J&K ERA, reserves the right to cancel the tender at any point of time, without assigning any reason.

11.0 **Bidding tender document once issued shall not be transferable in any other name.**

Thanking you,

**Chief Executive Officer
Economic Reconstruction Agency
2nd Floor, JKPCC Building Rail
Head Complex Jammu, Pin Code:
180012**

Date:
Place: Jammu

INSTRUCTION TO BIDDER

1.0 ASSESSMENT ORDER/ IT RETURN

Attested copies of latest IT returns (for the last three years) duly acknowledged by Income Tax authorities should be in the name of the FIRM/ ORGANIZATION/ INDIVIDUAL quoting for the work.

2.0 EXPENSES TO BE BORNE BY BIDDER

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. J&K ERA in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

3.0 BIDDING DOCUMENT NOT TRANSFERABLE

Bidding document once issued shall not be transferable in any other name.

4.0 PRICES, TAXES, DUTIES

The Bidder should quote firm prices/ rates taking in to account of all Taxes, Duties, Levies, Personal Tax, Corporate Tax, **GST** and all other expenditure required to be incurred by him/her for providing required services etc. during the contract period as indicated under his contract and after wards no variation will be allowed.

5.0 BID VALIDITY

Proposal submitted by bidder shall remain valid for a period of 3 (three) Months from the last date of submission of Tender/ revised offer (if any). Bidder shall not be entitled during this period to revoke/alter/modify/vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid on their own, the offer shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the Bidder. In case the tender is accepted & the Publisher fails to deposit the amount of initial security or to execute the contract within the stipulated period, the EMD shall be liable to be forfeited.

6.0 BID SUBMISSION

The Bidding Document shall be submitted to J&K ERA office along with supporting documents. Requisite Earnest Money Deposit shall be submitted by Demand Draft/Cheque at 2nd Floor, JKPCC Building Rail Head Complex Jammu, 180012

Bid shall be submitted in single stage two envelope system as per following:-

1 TECHNICAL AND FINANCIAL Proposal

This should have technical and financial details of machinery/infrastructure, Experience and financial criteria including all supporting documents as mentioned in the tender document. Copy of ORIGINAL Bidding Document duly **signed & stamped on each page of document without filling the prices.**

2 Financial BID

The Bidder shall submit only price/ rates without any condition, condition indicated (if any) in this part shall not be taken cognizance of.

7.0 PLACE & ADDRESS FOR SUBMISSION OF BID

Documents to be submitted in the shape of hard copy on or before 17.01.2019 @ 15:00 Hrs at **2nd Floor, JKPCC Building Rail Head Complex Jammu, Pin Code: 180012**

8.0 Tender/Bid and proposal would mean the same for the purpose of this assignment

INFORMATION FOR BID

1. ASSESSMENT ORDER/ IT RETURN

Attested copy of Assessment order/ IT return duly acknowledged by Income Tax authorities for the three preceding financial years should be in the name of the FIRM/ ORGANIZATION quoting for the work.

2. GOODS AND SERVICE TAX REGISTRATION NUMBER

Bidder shall furnish attested Photocopy of GSTN in the name of FIRM/ ESTABLISHMENT while quoting for the work.

3. INFORMATION REQUIRED WITH BIDS

Attested photocopies of the following documents are required to be submitted along with the bid offer: **Application will be rejected if details are not provided**. Originals to be produced for verification as and when demanded.

- a) Certificate of Incorporation.
- b) Declaration about the relationship, if any with J&K ERA.
- c) Confirmation that the bidder shall not sub-contract the work in the Check-List of the tender.
- d) Details of in house production facilities.
- e) The firm shall have office in India.
- f) Information about the Printing Press as per enclosed Annexure 1.

4. OPENING OF BIDS

Unpriced Part of the offer (i.e. Part – I: Technical proposal, Part-II: financial proposal) shall be opened on the last date for submission of tender bid. During the opening, only name of Bidder and whether EMD is furnished shall be informed and no other details/ information shall be given.

Price Part of the Technical-financial acceptable bidders shall be opened at a later date, to be communicated after Technical evaluation of their offers. During opening of Price, Part name of Bidder and Total prices shall be read. No other details / information shall be given.

5. EVALUATION OF TENDERS & AWARD OF WORK

- a. **Technical criteria** – A committee approved by CEO, J&K ERA will undertake the screening of all the tenders based on the qualifying criterion. The bidders must meet all qualifying criterion. Any bidder not meeting any of the qualification requirements will not be short-listed for the pitch presentation to the management approved evaluation committee and further evaluation.

6. Selection Procedure:

Stage 1: The bidders short listed by the Evaluation committee after Technical Evaluation (Part-I) will be invited for making a presentation on the scope of work, which should include concept, creativity and design. Each bidder will be given a maximum of 15 minutes duration to make the pitch presentation to the evaluation committee or to the members nominated by CEO JK ERA.

Stage:I Technical Evaluation and Selection Procedure –Marking for Technical Evaluation

S.No	Particulars	Weight
1	Company Details	15
	Company Background	
2	Incorporated/established	
	Designing and printing work completed (1 marks for each completed works during last 5 years)	5
	10% additional marks for each old year will be given (for e.g. work completed in 2018 will be given 1 marks, completed in 2017 will be given 1.1 marks for each work and similarly for 2016, 1.2 marks for each work will be given)	
3	Average turnover 2015-16 to 2017-18 more than	
	More than 100% of the requirement (2.0 times) indicated = 5	5
	More than 85% of the requirement (1.85 times) indicated =4	
	more than 65% of the requirement (1.65 times) indicated = 3	
	more than 50% of the requirement (1.50 times) indicated = 2	
	Meeting the requirement indicated = 1	
4	Relevant Experience	
	Satisfactory completion certificates >= 5= 20 marks; 4= 15 marks; 3 = 10 marks;1 to 2= 5 marks	20
	Timely completion certificates >= 5= 15 marks; 3 to 4= 10 marks; 1 to 2= 5 marks	15
	Total	60

Agencies Securing above 70% of the marks (i.e. 42 Marks) will be qualified to give pitch presentation of the concept. For the above criteria the bidder needs to submit the following documents

- 1) Company profile
- 2) Proof of experience Designing, Printing and Supply of High Quality Books/ Booklets.

Marking for evaluation of concept:

1	Works executed	
	□ Quality of design	10
	□ Quality of printing	10
2	Proposed design	
	• Creativity	10
	• Innovation	10
	Total Marks	40

□ Bidders are advised to make their presentation and bring along samples of the works executed based on the aforesaid parameters.

□ The agencies will be evaluated against 100 marks i.e. Bidders have to secure Minimum 28 out of 40 for technically qualifying for opening their price bid.

- However, the decision of the Evaluation Committee will be final and binding.
- Bidders are advised to quote the rate to the nearest rupee.
- In case the rates quoted by the two or more bidders are same, such bidders shall be required to submit discounts in sealed envelope.
- Unopened financial bids shall be returned to the respective bidders after the contract is Successfully awarded.

Stage II- Financial Evaluation- Marking

Financial Proposals shall be opened publicly in the presence of the bidders representatives who choose to attend. The name of the bidders, and the technical scores of the bidders shall be read aloud. The Financial Proposal of the bidders who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

- (i) Each Financial Proposal will be carefully scrutinized in accordance with the tender document. The lowest evaluated Financial Proposal will receive the maximum score of 10 marks. The score for each other Financial Proposal will be computed as follows:

$$S_f = 100 \times F_m / F \quad \text{where:}$$

S_f is the financial score of the Financial Proposal being evaluated,

F_m is the lowest priced Financial Proposal,

F is the Financial Proposal under consideration.

- (ii) After completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight as specified in the tender document (i.e., 90%:10%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each bidder. After such final ranking, the first-ranked bidder will be invited for contract agreement or negotiations if required.

7. CONTRACT AGREEMENT

The successful Bidder shall be required to execute a contract Agreement with J&K ERA as per Performa attached with this document on a non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) to be purchased from Jammu and Kashmir . The cost of stamp paper shall be borne by the successful Bidder.

J&K ERA reserves the right to amend the terms & conditions of contract after mutual discussions and this shall only be in writing.

8. CONTRACT PERIOD

The rate contract shall be valid till 31st March 2019.

9. BILLING AND PAYMENTS

The bidder shall submit the bills for payment, after successful completion of the work, duly signed by the authorized signatory. J&K ERA shall release the payments to the agency through RTGS.

10. LIQUIDATED DAMAGES:

Timely completion of all the work/job and providing the required personnel/material/equipment/services covered in the contract, as per the schedule of the exhibition, will be essence of the contract. In the event of failure to execute the contract within the scheduled time, liquidated damages will be levied, subject to a maximum of 10% of the total contract value.

FINANCIAL DETAILS

ANNUAL TURNOVER STATEMENT

The Bidder shall indicate here the turnover during proceeding 3 years based on the audited balance sheets & profit & loss account statement. Copy of audited balance sheets including profit & loss account is to be attached.

FINANCIAL YEAR	ANNUAL TURNOVER (IN RS.)	REMARKS
2017-2018		
2016-2017		
2015-2016		

Note: Bidder should submit the relevant document(s) like Balance Sheet in support of the turnover.

(Stamp & Signature of Bidder)

Annexure-1
INFORMATION ABOUT
THE PRINTING PRESS

1. Name of Printing press _____

2. Year of incorporation _____

3. Address of Printing press _____

4. Address of Head Office _____

Local office if any _____

5. Telephone Nos. _____

Fax No. _____

E-mail address, if any _____

6. Name of the owner/owners/Directors/Chief executives and telephone Nos.

7. Name of contact person(s) with designation and telephone Nos. at press

8. Whether your firm is registered under any act? If so, please give details.

-
9. Registration No. of your firm/Company _____
- 10 (a) PAN No. _____ TIN No. _____
11. Your GST Regn. No. _____ Valid up to _____
- 12 Works Contract No. _____ date _____
14. Machinery Details (Parties are required to furnish details of in house facilities as detailed below):
- a) Details of Printing Machines (Four/Two/Single Colors):
 - b) Details of In house complete pre-press
 - c) Details of In house binding unit –.
 - d) Details of in house facilities for Graphics, Designing, type Setting (Composing), Scanning etc.
15. Have you ever been black listed by any client? If so, give complete details:

(Stamp & Signature of Bidder)

GENERAL CONDITIONS OF THE CONTRACT

1.
 - a) "Acceptance of Tender" shall mean the Acceptance of Tender issued by the Owner to the Publisher, and shall include a letter, or fax of acceptance or other notification of award of work, and a detailed Letter of Acceptance.
 - b) The "Contract" shall mean the agreement between the parties as derived from the Contract Documents.
 - c) The "Publication House" shall mean Individual, Agency, Firm or Company (whether incorporated or not) selected by the Owner for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
 - d) The "Contract Documents" shall mean the contract documents as defined in Article 1 in the Form of Contract.
 - e) "Completion" shall mean the successful completion and conclusion of all activities required in all respects to complete the contractual works in accordance with the contract.
 - f) The "Officer-in-charge" shall mean the officer of the Owner nominated by the Owner in writing to act as Officer-in-charge for the purpose of the Contract.
 - g) "CEO" shall mean the Chief Executive Officer of J&K ERA to which the Contract relates.
 - h) "Order" and "Instruction" shall respectively mean any written Order or Instruction given by the Officer-in-charge or his representative within the scope of their respective powers in terms of the Contract.
 - i) The "Owner" shall mean J&K ERA, registered Agency under Government of Jammu and Kashmir at 2nd Floor, JKPC Building Rail Head Complex Jammu, 180012.
 - k) "Security Deposit" shall mean the Security Deposit as specified hereof in the tender document.
 - l) "Time Schedule" shall mean the Time Schedule for final completion of the Works incorporated in the Contract or as may be extended by the Owner or Officer-in-Charge.
 - m) The "Total Contract Value" shall, up to calculation of the entire remuneration due to the Publisher in terms of the contract on successful completion of the work, mean the Total Contract Value as specified in the Acceptance of Tender, and after calculation of the entire remuneration due to Publisher under the contract on successful completion of the contract, shall mean the totality of such remuneration.
 - n) GSM – Paper specification – gram per square meter.

2.0 INTERPRETATION OF CONTRACT DOCUMENTS:

- 2.1 In case of irreconcilable conflict in non-technical matters between the provisions in the separate contract documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:
 - a) Formal Contract
 - b) Acceptance of Tender
 - c) Price Schedule annexed to Letter of Acceptance
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) Instructions to Tenderers

3.0 SECURITY DEPOSIT:

- 3.1 The Publisher shall furnish Security Deposit as specified in the Letter Inviting Tender / Special Conditions of Contract.

3.2 PERFORMANCE Demand Draft: -

Supplies shall be fully guaranteed against any Printing defects/ poor workmanship/inferior quality etc. for a period of one month from the date of supply of

material. During this period seller will arrange to reprint/replace any inferior quality of material at free of cost or replace complete lot of material if required. Guarantee Certificate should be submitted along with dispatch documents. Vendor shall submit Performance demand draft issued by any Nationalized Bank (other than Cooperative Bank) for 10% basic value of the order and valid during the warranty/guarantee period. In case Performance demand draft has not been submitted by the vendor, equivalent amount will be withheld until the expiry of the warranty/ guarantee period

4.0 QUANTITIES OF WORK

The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and the Owner shall not be liable for any increase or decrease in the actual quantities of work performed (notwithstanding the percentage of such increase or decrease), nor shall such increase or decrease in the actual quantities form the basis of any alteration of rates quoted and accepted.

5.0 CHANGES IN CONSTITUTION OF THE Publisher

The Publisher, whether an individual, Proprietary concern, Partnership firm, Private limited Company or Public Limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior intimation to and approval of the Owner. Any such unauthorized change shall attract the provisions of relevant clause.

6.0 MODE OF PAYMENT

All payment(s) by the Owner under or in terms of the Contract shall be made through e- payment.

7.0 Discharge of Owner'S Liability

The acceptance by the Publisher of any amount paid by the Owner to the Publisher in respect of the final dues of the Publisher under the Final Bill upon condition that the said payment is being made in full and final settlement of all said dues to the Publisher.

8.0 CLAIMS OF Owner:

8.1 No release or payments of any unadjusted balance of the Security Deposit by the Owner to the Publisher as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of the Owner or shall stop or prevent the Owner from thereafter making or enforcing any claims or any rights against the Publisher. The claims of the Owner, if any, against the Publisher shall continue to survive and shall not get extinguished notwithstanding the issue of Final Certificate and/ or the release of Security Deposit to the Publisher.

9.0 TERMINATION OF THE CONTRACT

9.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the Owner under the Contract or otherwise, the Owner shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:

- (i) Default or failure by the Publisher of any of the obligations of the Publisher under the Contract, including but not limited to:
 - a. Failure to commence any work in accordance with the time prescribed in this behalf;
 - b. Failure to execute the works or any of item in accordance with the Contract;
 - c. Disobedience of any order or instruction of the Employer
 - d. Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the in-Charge;
 - e. Abandonment of the works or any part thereof;
 - g. Commission, permission or sufferance of any other breach of any of the

terms, conditions or provisions of the Contract on the part of the Publisher to be paid, performed and/ or observed.

- h. Failure to deposit the Initial Security Deposit/ Security Deposit within specified number of days mentioned elsewhere in the tender document by the Publisher of Acceptance of Tender;
 - i. Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 10(ten) days of notice in this behalf from the Owner;
- (ii) If the Publisher is incapable of carrying out the work;
 - (iii) If the Publisher misconducts himself in any manner;
 - (iv) If there is any change in the constitution of the Publisher (if a firm) or in the circumstances or organization of the Publisher, which is detrimental to the interests of the work or the Owner;
 - (v) Dissolution of the Publisher (if a firm) or commencement of liquidation or winding up (whether voluntary or compulsory) of the Publisher (if a company) or appointment of a receiver or manager of any of the Publisher's assets and/ or insolvency of the Publisher (if a sole proprietorship) or any Partner of the Publisher (if a firm);
 - (vi) Distress, execution, or other legal process being levied on or upon any of the Publisher's goods and/ or assets;
 - (vii) Death of a Publisher (if an individual);
 - (viii) If upon any change in the Partnership/constitution of a Publisher's organization (if a Partnership), the Owner shall refuse to continue the contract with the re-constituted firm;
 - (ix) If the Publisher or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the Owner;
 - (x) If the Publisher shall assign or attempt to assign his interest or any part thereof in the Contract.

The decision of the Chief Executive Officer, as to whether any of the events/ contingencies mentioned in Clause 9.1 hereof, entitling the Owner to terminate the Contract, has occurred or not, shall be final and binding upon the Publisher.

10.0 PERSONAL ACTS AND LIABILITIES

- 10.1 No officers or other employee of the Owner shall anyway be personally bound or liable to the Publisher for the acts, omissions or obligations of the Owner under the Contract otherwise or be personally answerable to the Publisher for or in respect of any default or omission in the performance of any act(s), deed(s), matter(s) or things to be observed and/ or performed by the Owner under the Contract.

11.0 GOVERNMENT REGULATIONS

The Publisher shall comply with and ensure strict compliance by his/its sub-Publishers and agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify the Owner from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings claims and demands arising there from and/ or relative thereto.

12.0 INDEMNITY AND INSURANCE

The Publisher shall be at all times indemnify and keep indemnified the Owner and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of or to property or person of any sub-Publisher and/ or the servants or agents of the Publisher.)

13.0 LIENS AND LIABILITIES

If at any time there is evidence of any lien or claim for which the Owner might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the Publisher, the Owner shall have the right to retain out of any payment then due or thereafter becoming due to the Publisher.

14.0 ARBITRATION

14.1 The provisions of the JK Arbitration & Conciliation Act, 1996 and any re-enactment(s) and/ or modification(s) thereof and of the Rules framed there under shall apply to arbitration proceedings pursuant hereto subject to the following conditions:

- (a) The Arbitrator shall give his Award separately in respect of each Claim and Counter- Claim; and
- (b) The Arbitrator shall not be entitled to review any decision, opinion or determination (howsoever expressed) which is stated to be final and/ or binding on the Publisher in terms of the Contract Documents.

14.2 The venue of the arbitration shall be at Jammu, provided that the Arbitrator may with the consent of the Owner and the Publisher agree upon any other venue.

15.0 SCHEDULE OF RATES

Rates to provided be in figures

FORM OF CONTRACT

THIS CONTRACT made at Jammu (J&K) on this _____ day of __; Economic Reconstruction Agency, Government of Jammu and Kashmir a registered Agency under Government of Jammu and Kashmir , having its office at 2nd Floor, JKPC Building Rail Head Complex Jammu, 180012, (hereinafter referred to as the "Owner" which expression shall include its successors and assigns) of the One Part; AND _____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at _____ (hereinafter referred to/as collectively referred to as the "Publisher" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The Owner desires to have executed the work of _____

_____ more specifically mentioned and described in the contract documents (hereinafter called the "work" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the Publisher for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

- 1.1 The following documents shall constitute the Contract documents, namely: (a) This contract;
- (b) Tender documents as defined in the General Instructions to Tenderers; (c) Letter of Acceptance of Tender along with Fax/e-mail of Intent.

ARTICLE - 2

WORK TO BE PERFORMED

- 2.1 The Publisher shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE - 3

COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract documents, the Owner shall pay Publisher compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE - 4

JURISDICTION

- 4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at _____ (where this Contract has been signed on behalf of the Owner) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE - 5

ENTIRE CONTRACT

- 5.1 The Contract documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE - 6

NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the Publisher on the Owner with reference to the Contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the officer-in-Charge as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Publisher with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the Publisher at or to the Publisher's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

- 7.1 No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of the Contract or any obligation or liability of the Publisher in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the Owner and notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE-8

NON-ASSIGNABILITY

- 8.1 The Contract and benefits and obligations thereof shall be strictly personal to the Publisher and shall not on any account be assignable or transferable by the Publisher.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate

the place, day and year first above written.

SIGNED AND DELIVERED
for and on behalf of
Economic Reconstruction Agency J&K
by.....

in the presence of :

- 1.
- 2.

SIGNED AND DELIVERED

for and on behalf of (Publisher)

by..... (this day of..... 2018)

in the presence of :

- 1.
- 2.

*(Strike off which is not applicable)

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION:

Jammu and Kashmir Economic Reconstruction Agency (JKERA) is a registered Agency set up under the Government of Jammu and Kashmir (J&K), India. The JKERA has successfully implemented two multi-sector urban investment Programs in the past decade, covering two major cities under the first and the second Program. While the investments have helped in substantial improvements in the living standards of the people of these two cities, the service delivery is still in dire need of improvement to cater to the basic requirements of the people of these two cities which will certainly bring a big change in the socio-economic setup of the society

Before attempting to fill the tender document, the Tenderer should visit the agency to familiarize himself with the various elements of services that are required to be rendered and to understand the quality levels of service that are required to be rendered.

2. DEFINITIONS:

Unless repugnant to the subject or context of usage, the following expressions used herein shall carry the meaning hereunder respectively assigned to them, namely;

- 2.1** The expression "Owner" occurring in the tender document shall mean Economic Reconstruction Agency Jammu and Kashmir (J&K) and shall include its successors and assigns.
- 2.2** The expression "Tenderer" or "Bidder" shall mean the Tenderer who submits the tender for the work and shall include the successors and permitted assigns of the Tenderer.
- 2.3** The expression "Publisher" or "Bidder" shall mean the Tenderer selected by the owner for the performance of the subject work and shall include the successors and permitted assigns of the Publisher.
- 2.4** "Officer-in-Charge" shall mean any officer of the agency authorized to act as the Officer-in-Charge for the work or any specified part thereof.
- 2.5** "Work" and "Scope of work" shall mean the totality of the work / services and supplies of printed materials by expression or implication envisaged in the contract and shall include all material, equipment and labour required for commencement, performance, provision or completion thereof.
- 2.6** "JKERA" shall mean Economic Reconstruction Agency, Jammu and Kashmir (J&K), 2nd Floor, JKPC Building Rail Head Complex Jammu, 180012
- 2.7** "Contract" shall mean the contract for the work and shall include the tender document, the Special Conditions of Contract, the attached General Conditions of Contract, the Letter of Acceptance, and the accepted Schedule of Rates.

3.0 SCOPE OF WORK

3.1 Scope of work is given below: -

- The coffee table book includes the works of photographs and activity details.
- 200 COPIES OF COFFEE TABLE BOOKS AS PER SPECIFICATIO S GIVEN.
- Packaging and delivery of literatures at JKERA office, as per packing details given in the Specifications.

4.0 DELIVERY PERIOD:

- The FIRST design to be SUBMITTED within TEN working days from the date of handing over the full material by ERA.
- The books to be delivered WITHIN 20 DAYS FROM final approval of design.

5.0 Publisher's RESPONSIBILITIES:

The party will be required to quote for all the literature mentioned in the price bid.

6.0 MATERIALS: Raw materials used in the preparation of printing shall be as per the quality / brand specified and shall confirm to the specifications

7.0 PERIOD OF CONTRACT:

- 7.1 The total initial period of contract will be till one month after allotment subject to satisfactory performance.
- 7.2 The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Publisher will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.
- 7.3 Notwithstanding anything contained in other clauses of the tender document, the contract will automatically terminate if and to the extent that the continuation of the contract or any part thereof become illegal or legally impermissible for any cause.
- 7.4 Upon termination of the contact (except termination due to illegality) the Owner shall be entitled, at the risk and cost of the Publisher, to arrange for design and printing of literature for the balance period of the contract as contemplated in the scope of the work through an independent agency or agencies and to adjust any differential amount thus incurred from the Publisher (in addition to any other amounts, compensation and damage that the Owner is entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the Publisher.

8.0 INTERPRETATION:

- 8.1 The Special conditions of Contract shall be read in conjunction with the General Conditions of Contract and all other documents forming of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
- 8.2 Where any portion of the General Condition of Contract is in irreconcilable conflict with provision of the Special Conditions of Contract, the provisions of these Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract to that extent.

9.0 ASSIGNMENT & SUB-CONTRACTING

- 9.1** The Publisher shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of on unavoidable circumstances, the Publisher shall be able to do it with approval of the owner. However, the job shall be sublet only to the party approved by the owner.

10.0 REJECTION OF TENDER (S):

The Owner reserves the right to reject any or all the tenders relating to the work under this Tender Document without assigning any reason whatsoever.

11.0 QUANTUM OF WORK:

The quantities given in the "Schedule of Rates" are approximate only and may vary in course of execution. The Publisher is therefore, advised to quote very carefully. No claim for compensation from the Publisher shall be entertained due to any variation in quantities (irrespective of the quantum of variation) of the various items of literature or deletion of any item(s) of literature.

Purchaser reserves the right to exercise discretionary powers to reduce/increase the tender quantity of JKERA literature by 10% at the time of issuing the work order. The total cost shall accordingly be increased/decreased on pro-rata basis. Print line will go on all the literatures having name of printer, month/year, language etc.

12.0 RECEIPT

The Printers will intimate two days in advance for the material they are delivering next day. Printer will send the material along with challan (in triplicate) clearly stating the purchase order No. and item No. Separate challan will be used for different items and quantities, duly mentioned in figures and words both. The person who has signed the challan will sign the corrections, if any, in the challan.

13.0 INSPECTION / REJECTION /ACCEPTANCE:

Printed materials received by the purchaser/owner shall be inspected according to design/specification/content/colour/size/orientation/get-up etc. as necessary.

- a. The printer will ensure that the proper quality of paper as per JKERA's specifications is used for printing of literature. Random samples from printed literature supplied may be taken by JKERA and subjected to detailed scrutiny and measurements to assess the same.
- b. In case of any deviation, JKERA will send the supplied material for verification of quality, GSM, paper brand etc. to Central Pulp & Paper Research Institute, Saharanpur or any other established agency.
- c. On receipt of the printed material, the goods, which do not meet the requirements, will be rejected and the supplier will be intimated accordingly within 5 days of receipt. These shall be at the risk and the cost of the supplier, if the defects are repairable or can be removed, the supplier shall do so at his expenses within TEN days otherwise he has to make replacement immediately.
- d. At the time of delivery/or at any time thereafter, if it is found that there is any deviation between the specifications and the supplied material, cost reduction will be imposed as per relevant clause of this document.

- e. In case of rejection in part or full, materials will be returned at the cost of Printer. While making replenishment by the Printer, the printing materials challan shall be stamped with "Replenishment Supply". In case where JKERA has used the material and subsequently found that the material supplied was not as per the specification, JKERA will levy cost reduction, as per relevant clause of this document.
- f. The printers are also responsible for the quality of paper, color scheme etc. even if the material has been accepted by JKERA. JKERA also reserves the right to make deductions on account of less gram mage, deviation on colour scheme etc. at a later date i.e. within one months from the supply of material.
- g. JKERA'S representative at printing floor may do the random checking of the printed material, if necessary.
- h. Printer/supplier shall submit three copies of proof of printed literature (blue prints) for inspection by JKERA. After getting the approval in writing from JKERA, the materials should be printed, and supplied to us with an advance intimation of at least two days regarding date of supply. Two copies of the specimen will be returned to the supplier/printer and one copy will be remained with JKERA to facilitate receiving the materials at the time of supply

14.0. FORCE MAJURE:

If anytime during the continuance of the contract, the performance in whole or in part by either party of any obligations under this contract, shall be prevented or delayed by reasons of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemic quarantine restrictions, or Act of God (hereinafter referred as events) then provided notice of the happening of any such event is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate this contract, nor shall either party have any claims for damage against the other in respect of such nonperformance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or cease to exist and decision of the Purchaser/owner as to whether the deliveries have been so resumed or not shall be final and conclusive PROVIDED FURTHER THAT IF the performance in whole or part of any obligation under the contracts prevented or delayed by reason of any such event for a period exceeding sixty days, either party may as its option to terminate the contract, PROVIDED ALSO that if the contracts terminated under this clause the purchaser/owner shall be at liberty to take over from the supplier at prices to be fixed by the purchasers which shall be final, all unused undamaged and acceptable materials, in course of Printing in the possession of the supplier at the time of such termination or such portion thereof as the purchaser may deem fit, excepting such materials as the supplier with the concurrence of the Purchasers, may select to retain.

15.0. TERMS OF PAYMENT:

Payment against Invoice and challan receipt shall normally be made within 30 days of receipt of printed material at site/destination Stores of JKERA. However, purchaser/ owner (JKERA) will make payment on the basis of bills submitted and security deposit received or EMD converted into Security Deposit will be released after one month from the date of completion of contract.

16.0. GUARANTEE:

The Printer/Supplier shall guarantee that any and all printed materials used in execution of the purchase/work order shall be in strict compliance with specifications and that the same shall be free from any defects.

The printer/supplier will guarantee that all the printed materials shall be repaired or replaced as the case may be at his own expense in case the same have been found to

be defective in respect of printed materials, workmanship within a stipulated period of 10 days from the date of intimation.

- (i) The guarantee period for any part or full quantity of the booklets that may be altered, repaired or replaced shall be 1 months from the date on which the same is received at the JKERA office.
- (ii) Checking and approval of the supplier's proof by the Purchaser or his authorized representative; of any printed materials or its replacement, will not relieve the supplier of its responsibility of supplying the materials strictly according to the specification and affording to the guarantee by the supplier/printer.

17.0. DESIGN, PATENTS AND ROYALTIES

If any printed materials used by the printer in the market or design and content sold to market in respect of which printer/supplier is not licensed, in such cases, printer/supplier has to obtain license and pay such royalties and license fee as may be

necessary. The printer/supplier shall keep the purchaser/owner indemnified from and against any and all claim action demands and proceeding whatsoever brought or made against.

The purchaser/owner on the basis of any patent infringement thereof, claimed or otherwise relative to any method or process employed or thing done to in connection with any materials supplied by the supplier under the work under and the supplier shall at its own risk and expenses defend any suit for infringement of design patent and content or the suit brought against the purchaser/owner (whether with or without the supplier being a party thereof) and shall pay any damages and costs, awarded in such suit and shall keep the purchaser/owner indemnified from and against all consequence thereof.

18.0. WEIGHT AND MEASUREMENT:

All weight and measurements recorded by the purchaser/owner will be treated as final.

The supply, dispatch and delivery of printed materials should be arranged by the supplier in strict conformity with the statutory regulations as applicable from time to time.

19.0 EXTENSION OF DELIVERY PERIOD:

Notwithstanding anything to the contrary, express or implied, the purchasers/ owner's right to extend time for delivery in whole or part and/or to fix a new contractual period of delivery, shall not be confined or limited to the occurrence of the circumstance beyond the control of the purchaser/owner, but shall also include and cover delays occasioned by any part of the owner or the owners' agent preventing due performance.

The printed materials offered by the printer/ Supplier shall be accompanied by printing paper manufacturer's certificate/wholesale dealer's certificate with the documents of manufacturer in support.

20.0 CERTIFICATE/BILL FOR PURCHASE OF PAPER

If required, the successful bidder has to submit the certificates/bills for purchase of paper for executing the JKERA Job from the authorized paper manufacturer or paper wholesaler in respect of paper quality and GSM.

21.0 RATE REDUCTION ON ACCOUNT QUALITY

For GSM variation less than 2.5% to be ignored and no deduction will be made. For variation more than 2.5%, deduction will be two times of the evaluated amount i.e. cost reduction on lower grammage will be 2 (twice) deducted to the difference in value. The deduction will be restricted to cost of paper only. However, CEO, JKERA will be the final authority for deciding on cost reduction to imposed and deduction to be made for poor quality i.e. printing, size, orientation, colour quality etc. However, in case the grammage is less than the required GSM, variation of 2.5% will not be allowed, while calculating the deductions.

TECHNICAL SPECIFICATIONS FOR DESIGNING, PRINTING AND SUPPLY OF COFFEE TABLE BOOK

Sr. No	Name of Work	Creation (Designing) Printing and Supplying of Coffee Table Book
1	Quantity	200 Copies
2	Layout/Concept designing	To be designed by agency/firm/individual as per requirements/ briefings of the agency 3 options for cover and 3 options for layouts for inside papers
3	Size/Lay out	14 x 9.5 (Landscape)
4	Paper & Pages	(i) Inner Pages: 170 GSM Imported Matte (ii) Cover – 300 GSM Imported Matte (UV coating on cover)
5	Colour Scheme	Inner Pages: 4 colours + Varnish Cover: 4 Colours + and UV coating on cover
6	Offset Printing of Photographs Charts & Drawings	To be designed/created by the agency, anywhere and in any size as per requirement /design
7	No. of pages	100 (+/- 4) pages approx. (excluding cover)
8	Language	English
9	Lamination/Varnishing	Cover Matte lamination + UV
10	Binding	Hard Case with Jacket Cover Matt Laminated / Perfect binding section sewing
11	Proof Reading	It will be the sole responsibility of the agency/firm/ printer. Dummy print to be provided before final printing
12	Liaison	It will be the responsibility of the Agency/firm/Printing to Collect & deliver the proofs of each & every related job

Signature of the printer

PART-II - PRICE PROPOSAL

(To be submitted in a separate Envelope)

PREAMBLE TO SCHEDULE FOR RATES

- The Schedule of Rates should be read with all the other section of this tender document. 30% of the payment will be released after the approval of the final draft, 60% at the time of completion of work and rest 10% after one month of the completion of work.
- All items or services mentioned in the Schedule of Rates shall be carried out as per the specifications and instructions of Officer-in-Charge and the rates are inclusive of designing, paper cost, printing and delivery etc.
- Quoted rates for all the items to be supplied by the Publisher shall remain firm till the completion of contractual period of six months from the date of issue of work order. These rates shall be inclusive of all taxes, duties, levies, GST etc.
- The Tenderer must ensure to quote the final tendered amount against this tender as per the price Bid format. In the absence of this, offer submitted by the tenderer is liable for rejection.

Schedule of Rates

S. No	Description	A/U	Rate of Book	No of Books	Total Amt.
1	Designing, Printing & Supply of Coffee Table Book	Book		200	

	In Figures	In Words
1.	Grand total (In Rupees) (Inclusive of Taxes)	(Inclusive of Taxes)

Notes:

- (i) Upto +/- 10% of 200 copies in the total quantity there will be no revision in rates.
- (ii) The above quoted rates are to be inclusive of all taxes and duties etc.
- (iii) TDS to be deducted as per rules.
- (iv) Print ready CD shall be provided as inputs for printing of literature. The parties are required to do the necessary corrections/addition/deletion as per the requirement of JKERA.

(STAMP & SIGNATURE OF BIDDER)