



Government of Punjab

Department of Finance

Directorate of Lotteries

R F P

For

Invitation for Printing of Lottery tickets/coupons

**GOVERNMENT OF PUNJAB
DIRECTORATE OF PUNJAB STATE LOTTERIES
PLOT NO. 2-B, VIT-TE-YOJNA BHAWAN, SECTOR 33-A
CHANDIGARH.**

INVITATION OF BIDS FOR THE PRINTING OF LOTTERY TICKETS/COUPONS

Closing Date: 17.11.2022- (Time 12.00 hrs.)

Date of Opening of Bids: Date 17.11.2022- (Time 14.00 hrs.)

Disclaimer

This information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder (s), whether verbally or in documentary or any other form, by or on behalf of Directorate of Punjab State Lotteries, Department of Finance (hereinafter referred as the "**Contracting Authority**" / "**Authority**") or any of its employees or advisors, is provided to Bidder(s) on the term and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Contracting Authority to the prospective Bidders or any other persons. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP (**the "Bid"**). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the bid. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy,

adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Contracting Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Contracting Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part for prequalification of Bidder(s) and evaluation of Technical Proposals of the Bidder's for participation in the Bidding Process.

The authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever cause arising from reliance of any bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Authority is bound to select and qualify any of the Bidders for evaluation of financial proposal or to appoint the selected Bidder, as the case may be, and the Contracting Authority reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever and the Contracting Authority reserves the right to

withdraw the LOA. The Contracting Authority for any such rejection of bids/ withdrawal the LOA, shall not be held liable to pay any compensation to the Bidders/ Successful Bidder.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Contracting Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Contracting Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION:

- 1.1 Directorate of Punjab State Lottery, Department of Finance came in to existence in 1968 to conduct various kinds of lottery schemes in the state and to generate revenue for the State Exchequer to be used for welfare activities and to curb/curtail the illegal lottery business prevailing under the garb of lotteries. At present Directorate of Punjab State Lotteries is conducting 6 Bumper Lottery Draws, Monthly and weekly lottery draws in a year. The Directorate is under process to introduce new products as well.
- 1.2 Sealed tenders for printing of lottery tickets of Punjab State Lottery Schemes are invited on the prescribed Performa, **up to 17.11.2022 date/time(date/day) by 12.00 hrs.**
- 1.3 For participation in e-tendering process, the bidder has to register on e - tendering portal of Punjab Government i.e (<https://eproc.punjab.gov.in>).
- 1.4 The bid submission must be made online with uploading of all the mandatory scanned documents related to as stated in the bid document. Proof of payment such as cost of Bid Document, Earnest Money Deposit to be enclosed at the time of submission of bid.

- 1.5 No bidder shall submit more than one bid for the same work as defined in clause 3.
- 1.6 The bidder shall not have conflict of interest that affect the bidding process. Any bidder found to be having a conflict of interest shall be disqualified. A bidder shall be deemed to have conflict of interest affecting bidding process if a constituent of such bidder is also constituent of another bidder.
- 1.7 Directorate of Punjab State Lotteries reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP and bidder shall, when so required by Directorate of lotteries, make available such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification, by Directorate of lotteries shall not relieve the bidder of its obligation or liabilities hereunder nor shall it affect any rights of Directorate of lotteries there under as and when required by Directorate of lotteries. The bidder shall provide for verification any original document required.
- 1.8 Bids submitted will remain valid for 180 days from the date of submission of the bid.
- 1.9 The submission of the tender shall be taken as implied acceptance of all terms and conditions stipulated herein.

2. SCHEDULE OF BIDDING PROCESS

The bidding schedule will be as under: -

1.	Sale of Bid Document	The bid document will be available for sale of (https://eproc.punjab.gov.in) from 27.10.2022 (From 09.00 hrs) to 17.11.2022 (till 12.00 hrs.)
2.	Cost of the bid document (Non-refundable)	Rs 1,000/- Cost of the bid document has to be paid online for downloading the document on e-tender portal (https://eproc.punjab.gov.in)
3.	Earnest Money Deposit	The bidder shall be required to submit Earnest Money as mentioned in Clause 3 by way of Electronic Transfer on e-tender portal (https://eproc.punjab.gov.in) in favor of Director, Punjab State Lotteries,

		Chandigarh
4.	Pre-Bid Conference	On 10.11.2022 at 12.00 Hrs at office of Director, Punjab State Lotteries, VIT Te YOJNA Bhawan, Plot No 2-B, Sec 33-A Chandigarh
5.	Last Date to Receive pre bid Queries	09.11.2022 by 3.00 PM
6.	Directorate of Lotteries response to queries by	<u>10.11.2022 in pre bid conference</u>
7.	Last Date to submit Bids Online	17.11.2022 up to 12.00 Hrs
8.	Date and Time of Opening Technical Bids	17.11.2022 at 14.00 Hrs

3. SCOPE OF WORK

The scope of work entails the printing of all kind of lottery schemes to be conducted by the Government of Punjab from time to time. Specifications for the tickets/promoter coupons are given below: -

Sr. No.	Description	Quality of Paper and Tentative Size of Ticket	Numbering on Ticket/ Coupon	Colour	Earnest Money Deposit
1	Tickets	150 GSM Art Paper	On two places at the top and bottom with QR and bar code	Five colours (Four on the front and one on the back)	Rs 2.00 Lac
1.1	For printing of Promoter Coupons (if required) the rate will be given on proportionate basis of GSM of ticket (as received in Sr. 1 above).				
2	Tickets	90 GSM Art paper	On two places at the top and bottom with	Five colours (Four on the front and	Rs 1.00 Lac

			QR and bar code	one on the back)	
2.1	For printing of Promoter Coupons (if required) the rate will be given on proportionate basis of GSM of ticket (as received in Sr. 2 above).				
3	Tickets	45-50 GSM paper	On two places at the top and bottom with QR and bar code	Five colours (Four on the front and one on the back)	Rs 5.00 lac

- Note:** - (i) The bidder may submit bid/ quote rates for any or for all items as mentioned at S.No 1,2 and 3. For each item, L-1 bidder is to be considered separately.
- (ii) Number of tickets and promoter coupons to be printed in each scheme will be mentioned at the time of giving the print orders as approved in the scheme. Accordingly, the Number of Tickets/ Promoter Coupons to be printed in a year may Increase/ Decrease considering the market demand.
- (iii) Size or quality of paper (GSM) can vary in schemes and will be mentioned to the printer at the time of giving the print order.
- (iv) Given rates will be applicable in all the lottery schemes presently run by the Department as well as on all other lottery schemes to be run by Department in future.
- (v) There will be minimum 4 security features on ticket/promoter coupon.
- (vi) The security features to be provided for printing of tickets/promoter coupons may be submitted prior to or at the time of pre bid conference.

4. PRE-BID CONFERENCE.

The interested bidders may submit/ send their queries in writing to the office of Directorate of Punjab State Lotteries, Vit te Yojna Bhawan, Plot No. 2B, Sector 33-A, Chandigarh or by mail at punjabstatelotteries@gmail.com / director.lottery@punjab.gov.in up to 09.11.2022 by 3.00 PM. Further the pre-bid conference shall be held on 10.11.2022 at 12.00 noon in the office of the Directorate of Lotteries at VIT-te- YOJNA Bhawan Sector 33-A Chandigarh.

5. CRITERIA OF ELIGIBILITY FOR THE BIDDERS.

The bidder shall submit the bid in two parts: -

- A) Technical Bid (To be opened First)
- B) Financial Bid (To be opened for the bidder who technically qualifies.)

The bidder would be considered eligible on compliance of the under mentioned conditions: -

5.1. (a) The bidder should have a High Security Printing Press, which must be empaneled by Reserve Bank of India or the Indian Banks Association, Mumbai for and must possess all valid requisite licenses, registrations etc. required for Security Press.

(b) The press must be in operation from at least by one year.

5.2. The bidder should also submit the copies of following registration duly attested by the Notary with the Tender: -

- a) Registration Certificate for being on panel of Reserve Bank of India or The Indian Banks' Association, Mumbai as a security press.
 - b) Registration under Good and Services Act 2017 and GST number issued by the concerned authorities;
 - c) Copy of the PAN card.
 - d) Copies of the Income Tax Returns of last two years.
 - e) Copy of all documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation.
 - f) Copy of the work order received and completion certificate from the concerned.
- 5.3. The bidder shall have to furnish an affidavit along with the tender as per Performa at **Annexure-II** on non-judicial paper of Rs. 50.00, duly attested by an Executive Magistrate/Judicial Magistrate 1st Class/Notary Public.

6. INSTRUCTION TO THE BIDDERS

The terms and condition for the tender are as under: -

- (a) The bidding document containing Terms and Conditions for the printing of lottery tickets can be downloaded from the web site of the department i.e., www.punjabstatelotteries.gov.in or <https://eproc.punjab.gov.in>. The bidder has to submit tender document fee of Rs. 1000/- at the time of submission of bid on portal i.e., <https://eproc.punjab.gov.in>. Any departure

- from the said terms and conditions shall render the bid liable to be rejected as a non-responsive bid.
- (b) The bidder shall be required to deposit an Earnest Money Deposit as mentioned in scope of work at S. No 3 above at the time of submission of bids online.
 - (c) The Earnest Money of the unsuccessful bidders shall be returned on the completion of the tender process without any interest within 90 days.
 - (d) The bidder's printing press must have adequate machinery to complete the job of printing of lottery tickets under one premise.
 - (e) The bidder's printing press must have adequate security arrangement in the press so as to avoid any pilferage and loss on account of job of the Department of lotteries. The premises of the press must be compliant with the conditions required to be an empanelled as security press by Reserve Bank of India or the Indian Banks' Association, Mumbai,
 - (f) The bidder shall have to quote the rate of per Sq. Cm. for printing of tickets of required specifications (as mentioned in scope of work). The printer shall be required to deliver the material at his own cost at Ludhiana/Chandigarh and in other lottery operating states where Distributor sells their tickets, as per directions of Director Punjab State Lotteries.
 - (g) On acceptance of bid, the printer shall also be required to execute an agreement with the Director, Punjab State Lotteries

within seven days from the date of issuance of acceptance letter and also to furnish a Performance Bank Guarantee of (Scheduled Bank) **Rs. 5.00 lacs** for scope of work (Clause3) mentioned at Sr. No. 1, Performance Bank Guarantee of (Scheduled Bank) **Rs. 2.00 lacs** for scope of work (Clause 3) mentioned at Sr. No. 2 and Performance Bank Guarantee of (Scheduled Bank) **Rs. 20.00 lacs** for scope of work (Clause 3) mentioned at Sr. No. 3 at the time of signing of agreement for the successful completion of the job of printing, failing which his Earnest Money shall be forfeited.

- (h) The Agreement to be executed between the successful bidder and the Director, Punjab State Lotteries shall be valid for two years or the period till which the lotteries allotted to the printer remain in operation, whichever is earlier. The agreement could be renewed upto one year more by the Government at its sole discretion. Copy of the draft agreement is at **Annexure-1**.
- (i) The Art work of the tickets and promoter coupons, including their designing will be done by the successful bidder at his own cost and the proofs shall be approved from Director, Punjab State Lotteries. The print order will be placed by Director, Punjab State Lotteries and the printer will have to ensure that delivery of tickets & promoter coupons within a period of 15 days, as per the print order, failing which the printer will have to pay the penalty @ Rs. 5,000/- per day.
- (j) The prize-winning tickets and promoter coupons will be verified, if needed, from the concerned Printing Press for their

genuineness. Selected Bidder shall ensure its verification within a period of 15 days from the date of receipt of the tickets failing which the printer will have to pay a penalty @ Rs. 5000/- per day. The verification certificate provided by the selected bidder should be clear and in simple and unambiguous terms.

- (k) The loss suffered by the Government, if any, on account of any fault on the part of Printer i.e., numbering/wrong-numbering/wrong delivery/non-delivery /double-multiple numbering/missing numbering of tickets and promoter coupons, will be borne by the successful bidder as decided by the Director, Punjab State Lotteries.
- (l) In case of any dispute, which may arise between the Director, Punjab State Lotteries and the printer, The Principle Secretary Finance, Government of Punjab will be the Sole Arbitrator and his decision will be binding on both the parties.
- (m) The GSM for the tickets printed will be examined from the authorized testing authority. The GSM of the tickets should be 100% as per the specification. If the GSM is up to 95% of prescribed limit a proportionate deduction will be made out of the payment due to the printer. Further if the GSM is found to be less up to 90% of the prescribed limit deduction will be made double of the proportionate deduction out of payment due. Further, in case the GSM is found to be less than 90% the prescribed limit, continuously for more than five samples/ reports then the Tender Committee may consider debarring

- printer from printing tickets for Punjab State Lotteries for a period of one year or more.
- (n) The size of the tickets should be as per the specifications mentioned in the print order of the scheme. If the size found short by more than 5% of the standard size as mention in print order then a proportionate deduction will be made out of the payment due to the printer.
 - (o) The State Government may consider and condone any of the condition on application for reasons to be recorded in writing.
 - (p) Tender Committee reserves the right to reject or accept any tender without assigning any reason thereof.
 - (q) Tender/Bid received without requisite documents/earnest money shall be rejected summarily.
 - (r) Directorate of Lottery may terminate/cancel the work of printing the lottery tickets at any point of time without assigning any reason. Therefore, the decision of Director of Punjab State Lotteries shall be binding on the bidders.
 - (s) Sub-contracting of tender will be construed as violation of terms & condition and will not be permitted and may render for cancellation of Work Order and no compensation will be made for such breach of covenant.
 - (t) The bids received after the prescribed time or without earnest money or requisite documents shall be considered invalid. Any conditional/ incomplete tender shall be rejected.

MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with , the laws of India and the Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The Contracting Authority, in its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to:

- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and / or evidence submitted to the Contracting Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- (f) Supplement/ modify/ amend/ alter the term of the grant of Contract pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any term and conditions of this RFP.

In order to afford the Bidders a reasonable time for taking an Addendum / supplement / modification etc. into account, or for any other reason, the Contracting Authority may, at its own discretion, extend the Bid Due Date and time.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Contracting Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability from claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and / or in connection with the

Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**Director,
Punjab State Lotteries
Chandigarh.**

CHECK LIST FOR THE BIDS SUBMITTED BY THE BIDDERS

S.NO	PARTICULARS	REMARKS
1.	Whether the bidder submitted the bid within the prescribed date and time.	YES/NO
2.	Whether the bidder has submitted the Tender document fee of Rs.1000/-	YES/NO
3.	Whether the bidders has submitted requisite EMD as per clause 3.	YES/NO
4.	Whether the bidder submitted the requisite documents required as under:- a) Registration under Good and Services Act 2017 and GST number issued by the concerned authorities; b) Copy of the PAN card. c) Copies of the Income Tax Returns of last two years. d) Copy of all documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation. e) Experience certificate of printing of lottery tickets if any. f) Registration Certificate on panel of Reserve Bank of India or The Indian Banks' Association, Mumbai as a security press.	YES/NO YES/NO YES/NO YES/NO YES/NO YES/NO
5	Affidavit as per proforma at Annexure-II on non-judicial paper of Rs. 15.00, duly attested by an Executive Magistrate/Judicial Magistrate 1 st Class/Notary Public.	YES/NO

Annexure-III

FINANCIAL BID

To

The Director,
Punjab State Lotteries,
Chandigarh.

Sub: **Invitation of Bids of Printing of Lottery Tickets.**

Sir,

In response to your tender notice, we hereby submit Financial Bid for scope of work defined in Clause 3, as under: -

1. Rate of printing of Lottery tickets on 150 GSM Paper : Rs. _____ (per Sq. Cms)

2. Rate of printing of Lottery Tickets on 90 GSM Paper. : Rs. _____ (per Sq. Cms)

3. Rate of printing of Lottery Tickets on 45-50 GSM Paper. : Rs. _____ (per Sq.Cms.)

Yours faithfully,

Dated:

(To be signed by the Bidder)

ANNEXURE- 1

AGREEMENT

This Memorandum of Agreement is made this ____ day of _____ of the year two thousand ____ between the Governor of Punjab (hereinafter referred to as the 'Government' which expression shall unless excluded by or repugnant to the context herein include his successors in office and or assigns) acting in these premises through the Director, Punjab State Lotteries, Chandigarh of the one part and M/s _____ (hereinafter referred to as the 'Printer' which expression shall, unless excluded by or repugnant to the context thereof, include its successors and assigns) acting through _____ son of Shri _____, on the other part.

WHEREAS the Printer is in the business of printing of lottery tickets and has been allotted the work of printing of lottery tickets and promoter coupons of Lottery Schemes in response to the RFP and letter of acceptance no _____ dated _____. The parties have agreed to the terms and conditions herein contained.

NOW, therefore, this deed witnesses as follows:-

A) SCOPE OF WORK

1. That the numbering of the tickets and promoter coupons will be done as per the design approved by the Government.
2. That the prize structure and conditions to be printed on the back of the tickets will be intimated by Director, Punjab State Lotteries.
3. That the tickets/promoter coupons will be printed on Art paper/paper of 150 GSM /90 GSM/50-60 GSM or as decided by the Government from time to time.

4. That the logo of the Government of Punjab will be printed on the front and back of the tickets.
5. That the tickets should carry a stamping of "Punjab State Lotteries" on front of the ticket or any other security features, approved by the Director Punjab State lotteries.
6. That the size of the ticket / promoter coupon will be as provided in the work order issued by Office.
7. That the tickets will be printed in five colors (Four on the front and one on the back) or as specified from time to time in schemes.
8. That the micro lettering 'Punjab State Lotteries' will be printed on the front side of the tickets.
9. That the tickets will be stitched in the shape of bundles/booklets.
10. On printing of Promoter Coupons (if required) the rate will be given on proportionate basis of GSM of ticket .
11. That the cover page of the tickets booklet will be in one colour marked with number of _____ tickets with name of scheme.
12. That the art work/back matter of the tickets and promoter coupons including their designing and processing will be done by the Printer at their own cost and the proofs shall be approved from the Director, Punjab State Lotteries.

B) DISCLAIMER

1. That the printer acknowledges that prior to execution of this agreement, it has been extensively studied and analyzed and satisfied itself about all the requirement of this agreement.

2. That printer also confirms that it has fully analyzed to its fullest satisfaction, business validity of the agreement and hereby voluntarily and unequivocally agrees not to seek any claim, damages , compensation or any other consideration, whatsoever on this account.

C) AGREEMENT FEE AND PAYMENT TERMS

1. That printing charges including paper charges @ Rs. _____ /- (Rupees _____ only) of tickets/promoter coupons (inclusive of all taxes), will be paid by the Director, Punjab State Lotteries to the Printer. 90% payment will be made to the printer, remaining 10% amount (or as decided by the Director from time to time) will be released after GSM verification.
2. That the rates of tickets/ promoter coupons are inclusive of all taxes and the same will be delivered by the printer at Ludhiana/Chandigarh and in other lottery operating states where Distributor sells their tickets, as per directions of Director Punjab State Lotteries at his own cost.
3. That the Printer furnished a Bank Guarantee issued by the _____, of Rupees _____ lac (Rupees _____ lacs) for work as specified in the bid document (Clause 3) bearing No. _____ dated _____ valid upto _____ as per the provisions of the Tender Document for the faithful execution of the Agreement. In case of default a penalty of a sum to the extent of damages can be realized from the Printer after considering his view points. In case the printer fails to make the payment of penalty the same can be recovered by encashing/ invoking bank guarantee.

4. That failure on the part of printer to fulfill any of the above mentioned conditions of this agreement may result in invocation of Bank Guarantee as per decision of the Director, Punjab State Lotteries.
5. That GSM for the all the work order will be examined from the authorized testing authority. The GSM of paper should be 100% as per the specification. If the GSM is up to 95% of prescribed limit a proportionate deduction will be made out payment due to the printer. Further If the GSM is found to be less up to 90% of the prescribed limit deduction will be made double of the proportionate deduction out of payment due. Further, in case the GSM is found to be less than 90% of the prescribed, limit, continuously for more than five samples/ reports then the Tender Committee may consider debarring printer from printing tickets for Punjab State Lotteries for a period of one year or more.
6. The size of the tickets and promoter coupons should be as per the specifications mentioned in the print order of the scheme. If the size is found short by more than 5% of the standard size as mentioned in print order, then a proportionate deduction will be made out of the payment due to the printer.

D) OTHER TERMS AND CONDITIONS

1. That the print order will be placed by the Director Punjab State Lotteries and the printer will have to ensure that delivery of tickets /promoter coupons and Thermal Paper within a period of 15 days,

as per the print order , failing which the printer will have to pay a penalty @ Rs. 5,000/- per day.

2. That the prize winning tickets will be verified from the printer for their genuineness by the Director, Punjab State Lotteries. Printer will ensure its verification within maximum period of 15 days from the date of receipt of the ticket failing which the printer will have to pay a penalty @ Rs. 5000/- per day. The verification of prize winning tickets would be in simple & unambiguous terms.
3. That the loss suffered by the Government, if any, on account of fault on the part of Printer i.e. numbering/wrong numbering/duplicate numbering/missing numbering/wrong delivery/non delivery of tickets/double numbering/multiple numbering of tickets will be borne by the printer as decided by the Director, Punjab State Lotteries. In Case the Director, Punjab State Lotteries is made to pay any prize on account of any duplicating numbering of tickets /promoter coupons, the prize(s) amount will be recovered by the Department from the Bank Guarantee in addition to any penalty which the Director, Punjab State Lotteries will be competent to levy on the printer and the printer will also be criminally liable. However, this agreement may be terminated by the Director, Punjab State Lotteries without any notice in case there is repeated violation of the terms of the agreement.
4. That the Director, Punjab State Lotteries or his nominee will be empowered to check/inspect the premises of the printer at any time during the printing operation.

E) TENURE OF AGREEMENT

1. That this agreement will be valid for a period of two years from the date of first print order. The agreement may be extended/renewed, at the sole discretion of the Government, for further period of one year.

F) DISPUTE RESOLUTION

1. That in case of any dispute which may arise between the Director, Punjab State Lotteries and the Printer, the Principal Secretary Finance, Government of Punjab will be the Sole Arbitrator and his decision will be binding on both the parties.
2. That the Director Lotteries may also terminate the contract if the Government takes such a policy decision or there is any Ruling of the Court of Law regarding the lottery.
3. In case of any dispute the State Government may consider and condone any of the condition on application for reasons, to be recorded in writing.

G) FORCE MAJEURE

1. That in case of Force Majeure Events neither Directorate of Punjab State Lotteries nor the Printer shall be liable for any liability to fulfill their commitments and obligation hereunder occasioned in whole or in part. Any of the following events resulting in total block up of business/ adverse material affect the agreement shall constitute Force majeure Events:-

- I. Earth, Flood, Inundation, landslide, pandemic etc.
- II. Storm, Tempest Hurricane, Cyclone, Lightening, Thunder or other extreme atmospheric disturbance.
- III. Fire caused by reasons not attributable to the Printer,

- IV. Act of Terrorism
 - V. Strikes or bycotts, other those those involving the Printer, its contractors or their employees agents etc.
 - VI. any other similar things beyond the control of Party except Court order/Court Judgment/action of the civic authorities.
2. That the agreement has been finalized and executed at Chandigarh and for the settlement of any dispute there under or relating thereto, only the courts at Chandigarh will have jurisdiction.
 3. That the stamp duty on this deed shall be borne by the Printer.
 4. That the Printer will be responsible for getting all registrations, declarations, approval and licences etc. under the law.

In witnesses whereof _____, Director, Punjab State Lotteries, Government of Punjab Chandigarh for and on behalf of Governor of Punjab and Shri _____ son of Shri _____, for and on behalf of the Printer, have signed this agreement on the day, month and year first above written.

Signed, sealed and delivery at Chandigarh in the presence of the witnesses:-

1. _____ (For on behalf of the Governor of Punjab)
2. _____ (For an on behalf of the Printer i.e. M/s _____ Printers.)

ANNEXURE- II

AFFIDAVIT ON NON JUDICIAL PAPER OF RS. 50/-

(to be signed by authorized signatory/competent person on behalf of the tenderer/firm/company)

I _____ son of _____ aged _____ resident of _____ do hereby solemnly affirm and declare as under:-

1. That I am the partner/proprietor/Director of M/s _____ and I am duly authorized to sign on behalf of the said firm/company/person.
2. That I have fully read all the terms & conditions of the tender for the printing of lottery tickets of Punjab State Lottery schemes and after considering and fully accepting all the terms & conditions and finding our firm/company/myself fully eligible for the said tender have applied for the said tender.
3. That all the information given in the tender application is correct and nothing has been concealed therein.
4. That my firm/company/proprietorship fulfils conditions No. 1 to 6 mentioned in the tender form. I have also been made aware that if on physical inspection it is found that my firm/company/proprietorship (tender) does not fulfill any of the said terms & conditions then the bank guarantee furnished by me shall be encashed by the Director Punjab State Lotteries and I shall have no claim to the same and in addition to it I shall also be liable for any criminal action for giving false information and for filing false affidavit.

5. That I shall comply with each and every condition and any default on my part will result in cancellation/termination of my tender and forfeiture of the EMD.

Date
Place

Deponent

VERIFICATION:

Verified that the contents of the above affidavit as contained in paras 1 to 5 of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been kept concealed therein.

Deponent

Verified at _____

Dated:

(To be attested by Executive Magistrate/Ist Class Judicial Magistrate/Notary Public)