

**TENDER DOCUMENT FOR EMPANELMENT OF
PRINTERS FOR GENERAL PRINTING WORK**

Last Date for submission of Bids : 01.03.2017 (11.00 a.m.)

Date of opening of Technical Bids : 01.03.2017 (03.00 p.m.)

Bid Document No.14-GS/16-2014

**SR. ADMINISTRATIVE OFFICER (GS)
OFFICE OF THE COMPTROLLER AND
AUDITOR GENERAL OF INDIA
POCKET 9, DEEN DAYAL UPADHYAYA
MARG, NEW DELHI-110124.**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

TENDER DOCUMENTS FOR

Empanelment of high quality Printers for the work of printing of various jobs such as Books, Brochures, folders, file covers, visiting cards etc in Black and Colour (Single, Two and Four colour printing)

TENDER NO.14-GS/16-2014 DATED 24.01.2017

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OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

II- BRIEF INFORMATION ON BID DOCUMENT

Tender No.	No. 14 -GS/16-2014 DATED 24.01.2017
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last Date and time of submission	Upto 1100 hours of 01.03.2017
Date of opening Technical Bid	At 1500 hours of 01.03.2017
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs.1,00,000/- (Rupees one lakh only) in the form of crossed Demand Draft/Bank Guarantee in favour of PAO, Pr. Accountant General (Audit), Delhi, New Delhi, payable at New Delhi
Cost of Tender Document	Rs.1000/- (Rupees one thousand only)
Validity of Bid	120 days
Total Number of pages of Tender Document	42 pages
Address and Venue of submission of bids	Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

SECTION-1

(Notice Inviting Tender)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites sealed tenders for empanelment of high quality printers for printing of various jobs such as Books, brochures, folders, file covers, letterheads, plastic folders, visiting cards etc. in black and colour (single, two and four colour printing)

Sealed bidding documents, under segregate bidding method (Technical Bid and Financial Bid alongwith EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi-110124 and must **reach latest by 11.00 a.m. on 01.03.2017**

Tender/Bid documents may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi on any working day. Tender/Bid document is also available on this office website <http://saiindia.gov.in> (Public Interface>Tender Document). The Technical Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi **on the same day i.e. on 01.03.2017 at 3.00 p.m.** by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of those bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

**(DINESH KUMAR
SR. ADMINISTRATIVE OFFICER (GS)**

SECTION-2

BID SUBMISSION FORM

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

BID SUBMISSION FORM

Date:

LETTER OF BID

To

Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi-110124.

Ref: Invitation for Bid No. **TENDER NO. 14-GSS/16-2014 DATED 24.01.2017**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to undertake all printing work as per the instructions of your office in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION-3

BIDDER PROFILE

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

General:

1. Name of the Bidder.....
2. Name of the person submitting the Bid "Shri/Smt.....
3. Address of the firm
-
-
4. Tel no. with STD code (O).....(Fax).....(R).....
5. Mobile No.....
6. E-mail.....
7. Registration & incorporation particulars of the firm:
 - i) Sole Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)

8. Name of Proprietor/Partners/Directors.....
9. Bidder's bank, its address and his current account number
-
-
10. Permanent Income Tax number, Income Tax circle
- (Please attach copies of income tax return for last three years)**
11. Permanent Account Number (PAN) Number.....
- (Please attach copies of PAN)**

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution in India.
3. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to provide the required services or in cases of non acceptance of work order or in cases of non submission of performance bank guarantee, within the appointed time and of desired quality.
4. I hereby undertake to provide the services, as per direction given in the tender document/work order/contract agreement within the stipulated period, failing which I am liable to be blacklisted / debarred by the office of the CAG of India.
5. I also declare that Government of India or any other Government body /PSU/Autonomous Body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

SECTION-4

CERTIFICATE OF NEAR RELATIVES

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____, R/O _____
_____ hereby certify that none of my relative(s) as defined in Section-.....of tender document is/are employed in O/o CAG as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, O/o CAG shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder
Name (caps) _____

Position _____

Date _____

SECTION-5

INSTRUCTIONS TO THE BIDDERS

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 The invitation for bids is open to all quality printers from Delhi and NCR only who are engaged in high quality single, double and four colour printing work of books, magazines, brochures, letter heads, visiting cards, file covers, folders etc.
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 Each page of the Bid documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.6 The estimated cost of printing for a year is approximately Rs.22 lakh (Rupees twenty two lakhs). However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the office of the Comptroller and Auditor General of India.
- 1.7 The parties to the Bid shall be the 'Contractors' (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi (Client).
- 1.8 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity** : The Bidder shall be a citizen of India and either an individual or sole proprietor or partnership firm or a company whether incorporated or unincorporated. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Financial Capacity**: The bidders should have the minimum total turnover of Rupees **twenty five (25) lakh in each of the last two** financial years (2014-15 and 2015-16). Relevant proof for supporting the above shall be submitted.
- c. **PAN and Service Tax**: The Bidder should be registered with the Income Tax and Service Tax. Relevant proof in support shall be submitted
- d. **Experience**: The Bidder should have experience in the similar field of printing in Government Departments for the last five years. Relevant proof in support shall be submitted.

2.1 Documents supporting the Minimum Eligibility Criteria

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- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Sales Tax Registration, VAT Registration, Service Tax Registration issued by the **Delhi VAT Tax Department / NCR region** shall only be acceptable.
 - a. Copy of press registration(s) where the work is to be carried out is also required.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed financial years i.e. for 2014-15 and 2015-16.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested **copy of PAN and Service Tax** shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates and work orders / agreements issued by the Government Departments shall be acceptable.

3. EARNEST MONEY DEPOSIT (EMD):

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.1,00,000/- (Rupees one lakh only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of **PAO, Pr. Accountant General (Audit), Delhi and payable at New Delhi.**
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe the terms and conditions of the tender enquiry and / or comply with the stipulations made herein or backs out after quoting the rates, or in cases of non acceptance of work order, or in case fails to submit the performance bank guarantee, the aforesaid earnest money deposit shall be forfeited to the Government, besides debarring from future participation in tender.
- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The Bid Security (Earnest Money)/Performance security may be forfeited in the following cases:
 - a) If a Bidder withdraws his bid during the period of bid validity;
or
 - b) In the case of the finally selected Bidder, if the Bidder fails:
 - i) To furnish Contract Performance Security in accordance with tender/work order; or
 - ii) If at any stage any of the information/ declaration is found false.
 - iii) In case of failure by the supplier to execute the contract as per the terms and conditions and to the full satisfaction of the **competent authority of this office**, the security deposited by the firm shall be forfeited and action for debarring / blacklisting shall be initiated.
- 3.7 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Contract Performance Bank Guarantee.

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- 3.8 The EMD to the unsuccessful bidders shall be returned within 15 days from the date of opening of the bids.
- 3.9 No interest shall be payable on EMD.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all following required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- a. Bid Submission Form duly signed and printed on Company's letterhead..
 - b. Signed and Stamped on each page of the tender document.
 - c. Financial Capacity form – filled in signed and stamped
 - d. Earnest Money Deposit of Rs.1,00,000/-
 - e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender No.14-GSS/16-2014 dated 24.01.2017",with the Name and address of the Bidder.

- 5.2 **Financial Bid:** Bidder should prepare the financial Bid in the Price Schedule (Section 4) on the following conditions
- (i) The financial bid shall indicate the Unit prices for each and every item indicated in the specifications.
 - (ii) Prices quoted by the bidder shall be fixed during the bidder's performance of the contract/empanelment and not subject to variation on any account. A bid submitted with an adjustable price, quotation will be treated as non-responsive and will be rejected.
 - (iii) All prices and other information like discount, etc., having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.

Then the financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid for Tender No.14-GSS/16-2014 dated 24.01.2017 with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept **in another single sealed envelope.**
- 6.2 The Bid shall be submitted not later than 11:00 a.m. on **01.03.2017** addressed to Sr. Administrative officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi.

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- 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted. Telex, cable or facsimile bids will be rejected.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Comptroller and Auditor General of India reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids. Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder. In the event of the specified date for submission of bids being declared a holiday, the bids will be received up to the appointed time on the next working day.

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 01.03.2017 at 3.00 pm by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of such bidders who may wish to be present.
- 7.2 The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder .

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

- 9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:
- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
 - (ii) Receipt of valid EMD with requisite amount in acceptable format.
 - (iii) Documents in proof of meeting the minimum eligibility criteria.
 - (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.
- 9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents, shall be rejected and their financial proposals will be returned unopened.
- 9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

10. FINANCIAL BID OPENING PROCEDURE

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 10.2 All the qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- 10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.5 The financial bid price shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

11. EVALUATION AND COMPARISON OF FINANCIAL BIDS

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Vendor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

12. DETERMINATION OF THE SUCCESSFUL BIDDERS AND PROCEDURE FOR EMPANELMENT OF PRINTERS

- 12.1 The Client shall empanel **High Quality Printers** whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid **at the lowest -1 (L-1) prices**. The printing jobs can be given to a printer who can execute quality works within a tight schedule as and when required.
- 12.2 Those bidders whose bids are not found at the lowest (L-1) prices, shall have the option to match the prices with the lowest (L-1) bidder.

13. RIGHT OF ACCEPTANCE:

- 13.1 The Office of the Comptroller and Auditor General of India reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.

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- 13.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 13.3 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful bidder at its discretion and this will be binding on the bidders.
- 13.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the bidder that has/have been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 13.5 The office of the Comptroller and Auditor General of India may terminate the Contract if it is found that the bidder to whom the work has been awarded is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

14. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 14.1 After determining the successful bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empanelled Printer (s), who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by them/him.
- 14.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will constitute formation of the contract.

15. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 15.1 The successful bidder(s) within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee / Fixed Deposit of any nationalized bank, a sum of Rs.3 Lakh in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi. The Performance security shall be valid for a period of 15 months from the date of issue.
- 15.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

16. CORRUPT OR FRAUDULENT PRACTICES

- 16.1 The Contractors shall observe the highest standard of ethics during the procurement and execution of the contract.
- 16.2 The Client shall reject a proposal for empanelment if it determines that the Bidder recommended for empanelment has engaged in corrupt or fraudulent practices in competing for the contract in question.

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- 16.3 The Client will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

17. SIGNING OF CONTRACT AGREEMENT

- 17.1 The successful and empanelled Bidders shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.
- 17.2 The Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful and empanelled Bidder(s) for their concurrence.
- 17.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (2) days** of receipt of the draft Articles of Agreement from the Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 17.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

18. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 18.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within 7 days after opening of the eligible financial Bids.
- 18.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within 7 days, on award of contract to the Successful bidder.
- 18.3 The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 18.4 No interest shall be paid on the Earnest Money Deposit.

19. MISCELLANEOUS

- 19.1 It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
- 19.2 During the validity of this bid or during the extended period, if any, if the bidder provides the same or equivalent services to any other Department/Organisation in India at a price lower than the price fixed for Client, the Contractor shall automatically pass on the benefits to Client, failing which the contractor is liable to be terminated and the Contractor is liable to be black-listed.

20. INSOLVENCY

- 20.1 The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

21. CURRENCIES OF BID AND PAYMENTS

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NEW DELHI

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Dated : 24.01.2017

21.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

SECTION-6

GENERAL CONDITIONS OF CONTRACT (GCC)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 14/GS/16-2014

Dated : 24.01.2017

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Client	Office of the Comptroller and Auditor General of India
Party	The word party means the Successful Bidder to whom the work order for printing work has been awarded and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage and empanel the successful bidder for printing work
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder(s) who have been empanelled by the Client for the work of printing

1.2 CONFIDENTIALITY

The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

2. SERVICES REQUIRED BY THE CLIENT

- 2.1 The Contractor (empanelled Printers) shall be providing the printing work services for printing various items such as Books, Brochures, file covers, visiting cards, folders in black and colour (two and four colour printing).
- 2.2 The Client shall pay charges as agreed between the Client and the Contractor (empanelled Printers) at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.

3. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon :

- 3.1 After issuance of Letter of Acceptance (LoA) by the Client to the empanelled Printers.
- 3.2 Submission of Performance Bank Guarantee in accordance with the terms and conditions of bidding document.
- 3.3 The Work Orders, which shall be issued by the Client to the empanelled contractors as and when need arises.

4. CONDITIONS OF CONTRACT

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- 4.1 If the Contractor fails to execute the job within the stipulated time or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed then the Contractor will be liable to be penalised. The Client reserves the right to impose a penalty at his discretion from 1% to a maximum of 10% of the order value. In such cases, Client reserves the right to the termination of the empanelment/contract without any advance notice and the firm will be black-listed.
- 4.2 Printing bills will be accepted and admitted only after satisfactorily completion and approval of the job. The Contractor should submit pre-receipted bills in triplicate accompanied by the paper statement. Printer need to submit the bill job wise and not in bunch.
- 4.3 The Client reserves the right to terminate the contract at any time without assigning any reason thereof. In case of any dispute arising out of the job contract, the decision of the Client shall be final and binding.
- 4.4 The Client reserves the right to get any job printed from any printer enlisted on the panel.
- 4.5 As it is planned to prepare a panel of 3 **High Quality Printers**, the jobs can be given a printer who execute quality works within a tight schedule as and when required.
- 4.6 As far as possible printing work shall be entrusted to empanelled printers **equally** subject to satisfactory performance. As such, the empanelled printers shall execute the work as may be entrusted, as per schedule of production and delivery in a business-like manner. Refusal to accept and execute the work orders shall be viewed as violations of the provisions of the terms of agreement.
- 4.7 The Contractor would only be paid for the operations done by them. There may be certain operations like composing, processing, inputting of photographs in digital format, canning/outputting etc. done at Client for which no payment would be made to the printer.
- 4.8 To and fro free messenger service would have to be provided by the printer for collecting the material and delivery of the printed copies.
- 4.9. The binding should also be of high quality.
- 4.10. The quality of service will be reviewed after every three month.
- 4.11. Only very high quality inks are to be used and the printing must be of very high standard.
- 4.12. There will not be any enhancement of rates quoted and approved during the period of contract.
- 4.13. In case of
 - (I) Default in maintaining time schedule;
 - (II) Delayed and/or bad quality printing;
 - (III) Short supply or damaged copies, penalty as per rule would be levied.
- 4.14 Final deductions in the bill on account of short supply or bad quality would be done by the Client.
- 4.15 Earnest Money is liable to be forfeited if the contractor selected for the work fails to confirm the acceptance of the order within seven days from the date of intimation to that effect or fails to start the work from the date of commencement given in the work order.
- 4.16 Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resort to canvassing shall be liable to rejection on that ground alone.
- 4.17 The award of Printing work will be made on the basis of evidence of their experience and performance in their respective areas and not merely on the basis on lowest rate basis.
- 4.18 The Contractor entrusted with Client's print jobs shall execute the work in the most business-like manner maintaining optimum and high standards in all respects, without any compromise at any stage of execution.

5. CONTRACTOR'S LIABILITY

- 5.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing printing services.
- 5.2 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof to any other Contractor, without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

6. VALIDITY OF CONTRACT

The contract for empanelment of Printers, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, on failure on

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this aspect by the contractor, the office shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended, subject to satisfactory services at the sole discretion of the office of the Client. The total period of the Contract shall however, not exceed three years.

7. PAYMENTS

- 7.1 After empanelment of Contractors (Successful bidders), a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractors by the Client for printing services.
- 7.2 The prices in the Price Schedule shall be exclusive of Sales Tax / VAT and the same shall be charged in addition to the applicable rate.
- 7.3 The Contractor shall raise invoice by referring the Purchase Order / Work order of the Client's office after successful delivery of the items as per the requirements of Client. The Client shall make all endeavour to make payments within 20-25 days from the date of the receipt of the invoice to the Contractor.
- 7.4 The cost at which the Printers are empanelled shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period.
- 7.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the cost shall be decided mutually by both the parties.
- 7.6 In addition to the Contract payments, the Client shall pay for any additional procurement as required by the Client, which are not specified in the **Price Schedule**.
- 7.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 7.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 7.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

8. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 8.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 8.1.2 the date of commencement of the event of Force Majeure;
- 8.1.3 the nature and extent of the event of Force Majeure;

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- 8.1.4 the estimated Force Majeure Period,
- 8.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 8.1.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 8.1.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

9. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 9.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- 9.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

10. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 10.1 The other party is in material breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 10.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
- 10.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
- 10.2.2 If the Contractor does not provide the required services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
- 10.2.3 If the Contractor is declared bankrupt and becomes insolvent.

11. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

SECTION-7

SCHEDULE OF REQUIREMENTS

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SCOPE OF WORK AND REQUIREMENTS

It is planned to prepare **a panel of 3 printers** who could provide High Quality Printing services as per terms and conditions in the tender document to the Client's satisfaction. The printer may be required to undertake printing jobs as and when required. The jobs are of highly prestigious nature and hence its quality and production schedule have to be scrupulously maintained. The print order may vary from job to job. The printer must have sufficient capacity to handle single/2/4-colour jobs on urgent basis.

In case there is any delay in supplying the proofs/printed copies, Client reserves the right to withdraw the job and no payment would be made for any part of the job completed or in progress. The detailed technical specifications and the items for which rates are required are given in bidding document.

SPECIFICATIONS AND TECHNICAL DETAILS

- (i) **Typesetting and Scanning** : Laser Typesetting (DTP) text both in English and Hindi or bilingual for different sizes.
- (ii) **Scanning**
- (iii) **Composing**
- (iv) **Printing** with Paper of 80 GSM, 90 GSM and 95 GSM (Litho Paper/Sunshine Super print paper / Art Paper:
 - a. Single Colour
 - b. Double Colour
 - c. Four Colour
- (v) Printing on **Art Card** (including cost of Art Card) of 300 GSM, 250 GSM, 130 GSM-90 GSM
- (vi) **Lamination**: (lamination using high quality film)
 - a. Glossy / Matt finish lamination
- (vii) **Binding**:
 - a. **Ordinary Binding** : Per Book including cutting, folding, gathering with cover for all sizes, cutting and folding of folders and materials
 - b. **Hard Binding** : Per Book including cutting, folding, gathering, section sewing, with cover for all sizes, cutting and folding of folders
- (viii) Printing of Visiting Cards (including cost of papers):
 - a. On Synthetic paper with logo (100 cards)
 - b. On hand made paper ivory card with golden logo embossing (100 cards)
 - c. On hand made paper 250 GSM with golden logo (100 cards)
- (ix) Printing of Letter Heads (including cost of papers) :
 - a. D.O. Letter heads on imported paper (100 GSM with golden embossing each pad (100 sheet)
 - b. D.O. letter heads on hand made paper (100 GSM with golden embossing (each pad 100 sheet)
 - c. D.O. letterheads on executive bond paper (90 GSM) with ordinary logo (red) (each pad 100 sheet)
 - d. Ordinary Letterheads on executive bond paper (90 GSM) with logo (red) (each pad 100 sheet)
- (x) Printing of File Covers (including cost of file cover):
 - a. Ordinary file covers hand made with two colour printing and eyelites/patti etc. with printing of phrases inner side (each file cover)
 - b. Thick file covers with two colour printing eyelites / patti etc. (each file cover)
- (xi) Printing of Spiral Slip Pads (including cost of all material):

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- a. In two colour printing with logo, ruled and plain with cover (25 sheets, 50 sheets, 75 sheets and 100 sheets in each pad)
- (xii) Printing of Plastic folder (including cost of materials)
 - a. Ordinary with two colour printing with logo
- (xiii) Printing of Personnel File Cover (of Senior Officers)
- (xiv) Printing of Envelopes (including material)
 - a. Cloth lined envelopes brown (16 x 12 – SE-8A)
 - b. Cloth lined envelopes brown (10 x 12)
 - c. Cloth lined envelopes brown (SE-7A)
 - d. Envelopes Plain (SE-7)
 - e. Envelopes Plain Brown (*9 x 4)
 - f. Envelopes plain window brown (9 x 4)
 - g. Envelopes plain (pain brown 11 x 5)
 - h. Envelopes (window brown 11 x 5)
 - i. Envelopes plain (16 x 12 SE-8)
 - j. White Envelopes A-4 Size self gumming
 - k. White Envelopes self gumming (11 x 5)
- (xv) Printing of Invitation Card (Ivory Card / Hand made paper)
- (xvi) Printing of Carry Bags (Hand made papers)
- (xvii) Meeting Folders
- (xviii) Vehicle Parking Stickers (Round Shape)

SECTION-8

PRICE SCHEDULE

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Quote your prices

- (i) **Typesetting / Composing** : Rates for Laser Typesetting (DTP) text both in English and Hindi or bilingual for different sizes
(Rate Per Page).
- (ii) **Scanning (Rate Per Page / Photo)**
- (iv) **Quoted Rates for Printing** with Paper of 80 GSM, 90 GSM and 95 GSM (Litho Paper/Sunshine Super print paper / Art Paper (per 1000 copies):
- a. Single Colour/...../...../.....
- b. Double Colour/...../...../.....
- c. Four Colour/...../...../.....
- (v) Quoted Rates for Printing on **Art Card** (including cost of Art Card) of 300 GSM, 250 GSM, 130 GSM-90 GSM (per 1000 copies)/...../...../.....
- (vi) **Quoted Rates for Lamination:** (lamination using high quality film)
- a. Glossy / Matt finish lamination
- (vii) Quoted Rates for Binding
- a. **Ordinary Binding** : Per Book including cutting, folding, gathering with cover for all sizes, cutting and folding of folders and materials
- b. **Hard Binding** : Per Book including cutting, folding, gathering, section sewing, with cover for all sizes, cutting and folding of folders
- (x) Quoted Rates for Printing of Visiting Cards (including cost of papers):
- a. On Synthetic paper with logo (100 cards)
- b. On hand made paper ivory card with golden logo embossing (100 cards)
- c. On hand made paper 250 GSM with golden logo (100 cards)
- (xi) Quoted Rates for Printing of Letter Heads (including cost of papers) :

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- a. D.O. Letter heads on imported paper (100 GSM with golden embossing each pad (100 sheet)
- b. D.O. letter heads on hand made paper (100 GSM with golden embossing (each pad 100 sheet)
- c. D.O. letterheads on executive bond paper (90 GSM) with ordinary logo (red) (each pad 100 sheet)
- d. Ordinary Letterheads on executive bond paper (90 GSM) with logo (red) (each pad 100 sheet)

- (xii) Quoted Rates for Printing of File Covers (including cost of file cover):
 - a. Ordinary file covers hand made with two colour printing and eyelites/patti etc. with printing of phrases inner side (each file cover)
 - b. Thick file covers with two colour printing eyelites / patti etc. (each file cover)

- (xiii) Quoted Rates for Printing of Spiral Slip Pads (including cost of all material)
 - a. In two colour printing with logo, ruled and plain with cover (25 sheets, 50 sheets, 75 sheets and 100 sheets in each pad)
 - b. In four colour printing with logo, photo with cover (25 sheets, 50 sheets, 75 sheets and 100 sheets in each pad)
- (xiv) Quoted Rates for Printing of Plastic folder (including cost of materials)
 - a. Ordinary with two colour printing with logo

- (xv) Quoted Prices for Printing of Personnel File Cover (of Senior Officers)

- (xvi) Quoted Prices for Printing of Envelopes (including material)
 - a. Cloth lined envelopes brown (16 x 12 – SE-8A)
 - b. Cloth lined envelopes brown (10 x 12)
 - c. Cloth lined envelopes brown (SE-7A)

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d.	Envelopes Plain (SE-7)
e.	Envelopes Plain Brown (9 x 4)
f.	Envelopes plain window brown (9 x 4)
g.	Envelopes plain (pain brown 11 x 5)	.....
h.	Envelopes (window brown 11 x 5)	.....
i.	Envelopes plain (16 x 12 SE-8)	.....
j.	White Envelopes A-4 Size self gumming	.....
k.	White Envelopes self gumming (11 x 5)	.....
Xvii	Quoted Prices Printing of Invitation Card (Ivory Card / Hand made paper)	.....
Xviii	Quoted Prices for Printing of Carry Bags (Hand made papers) (300 / 500 pcs)	.....
Xix	Quoted Prices Meeting Folders (600 GSM Card Sheets) (250/300 pcs)	.....
XX	Quoted Prices for Vehicle Parking Stickers (Round Shape) 4" 5" 7"	..... ..... .....
Xxi	Printing of Lanyard (including material of selected sample)	.....
Xxii	Printing of Name Badges (including material of selected sample)	.....
Xxiii	Printing of Name Plates for DAIS (selected sample)	.....
Xxiv	Printing of Delegates Name Plates (selected sample)	.....
Xxv	Printing of Photo Frame (selected sample)	.....
Xxvi	Digital Printing (Per page cost)	.....
Xxvii	Digital Printing (cover) per cover print	.....

SECTION-9

FORMS

- Section 9.1 Bid Security Form**
- Section 9.2 Form for Financial Capacity**
- Section 9.3 Articles of Agreement**
- Section 9.4 Performance Bank Guarantee**
- Section 9.5 Letter of Authorisation for attending Bid opening**

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Tender No. 14/GS/16-2014

Dated : 24.01.2017

FORM-I
BID SECURITY FORM

No.....
To

Date.....

Director (Personnel),.....(hereinafter called "The Client)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing printing services vide **Tender No.GS/16-2014 dated**

KNOW ALL MEN by these presents that WEof having our registered office at
(Hereinafter called 'the Bank') are bound unto The Client/ the Department in the sum of Rs. 1,00,000/- (Rupees one lakh only) for which payment will and truly to be made to the Client / the Department, the Bank binds itself, its successors and assigns by these present.

WHEREAS.....(Name of bidder) (hereinafter called "the Bidder") has submitted his bid dated.....for providing photocopy papers (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.1,00,000/- (Rupees one lakh only) as Performance Security against the Bidder's offer as aforesaid.

And WHEREAS.....(Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Client, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Client.
OR
 - (d) If the tender is terminated on the allegations of production of false/ forged documents for obtaining the Contract.

We undertake to pay the Client / Department up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Client / Department will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Stamp / Seal of Bank

Fax No. of Branch

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Form-II

FORM FOR FINANCIAL CAPACITY

Description	2014-15	2015-16
Annual Turnover		
Net Worth		
Current Assets		
Current Liabilities		
Total Revenues		
Profit Before Taxes		
Profit After Taxes		

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FORM-III

CONTRACT AGREEMENT NO./GS/16-2014 DATED

THIS AGREEMENT is made on between **Director (P), Office of the Comptroller and Auditor General of India** (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing printers services.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor "procuring printing services under **Tender No.-GS/16-2014**
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite photocopy papers to the Client
- III. **AND WHEREAS** the Client has selected **M/s.....**as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the Photocopy Papers (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing photocopy papers.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the providing Photocopy Papers for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

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VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Photocopy Papers for Client's office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Purchase Orders / Supply Orders issued by the Client from time to time.
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
**Office of the Comptroller and
Auditor General of India**

(Authorised Signatory)

(Authorised Signatory)

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PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Comptroller and Auditor General of India (“**CAG**”) having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as “**The Client**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] (“**Contract**”) with [insert name of the Successful Bidder](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for providing printing services shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Contractor a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount of Rs.3,00,000/- (Rupees three lakh only) (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period, which shall be initially for a period of one year from the date of award of work order which would subsequently be required to be extended in the event of extension of the work order.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the “**Bank**”) having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Contractor without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Client stating that the amount claimed is due to the Client under the Contract. Any such demand made on the Bank by the Client shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Client in such Demand. The Client shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Client by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Client shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding Rs.3,00,000/- (Rupees three lakh only).
- (iii) The Client will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Client

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under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

- (iv) The rights of the Client to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Client in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Contract Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Client under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Client, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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FORM-V

(Letter of Authorisation for attending Bid Opening)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To

The Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on _____ (date) in
the Tender of _____ .

Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____ (Bidder)
in order of preference given below.

Order of Preference	Name	Specimen Signatures
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I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

- Note:
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

SECTION-10

CHECK-LIST

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CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them ?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs.1,00,000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?	
5.	Have you attached proof of having met the following minimum eligibility criteria ?	
5.1	Legal Valid Entity : Have you attached attested Certificate issued by Delhi /NCR VAT /Service Tax Deptt.	
5.2	Financial Capacity : Have you attached Audited Balance Sheets ?	
5.3	PAN : Have you attached attested copy of PAN	
5.4	Experience : Have you attached the attested experience certificates issued by the Government Deptts / Organisations ?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?	
7.	Have your Technical Bid been packed as per the requirements of the Tender ?	
FINANCIAL BID		
8.	Have your financial Bid proposal is duly filled, sealed and signed on all pages ?	
9.	Have you quoted prices against each of the category ?	
10.	Have your financial bid been packed as per Tender ?	