

UTTARAKHAND OPEN UNIVERSITY

University Road, Behind Transport Nagar (Teenpani bypass), Haldwani – 263 139, Nainital, Uttarakhand Phone No. – 05946-286000, E-mail: <u>info@uou.ac.in</u> Website: <u>www.uou.ac.in</u>

e-Tender Document for EMPANELMENT OF OFFSET PRINTERS

Published Date Bid Document Download Date		11 January, 2019 11 January, 2019 to 04 February, 2019	
	End Date / Time	04 February, 2019 / 03:00 PM	
Last Date and Time of Physically Submitting Original EMD, Copy of NSIC/ MSME Certificate at UOU Headquarter		04 February, 2019 / 05:00 PM	
Technical Bid Opening Date/ Time		06 February, 2019 / 11:00 AM	
Estimated cost		Rs. 4,00,00,000.00	
Period of contract		One year from the award of contract	
Earnest Money Deposit to be submitted		Rs. 1,00,000.00 (Refundable)	

Registrar

Uttarakhand Open University
Haldwani (Nainital)

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No. UOU/ e-Tender/ 2019/ -----

UTTARAKHAND OPEN UNIVERSITY

University Road, Behind Transport Nagar (Teenpani bypass), Haldwani – 263 139, Nainital, Uttarakhand Phone No. – 05946-286000, E-mail: <u>info@uou.ac.in</u> Website: www.uou.ac.in

Subject: - Award of rate contract for Empanelment of Offset Printers.

1. e- Tender Notice

e-Tenders are invited from the authorized offset printers to be **empaneled with UTTARAKHAND OPEN UNIVERSITY (UOU)** initially for a period of one year. The rate contract can be extended further for one/ two year(s) on the basis of mutual consent/ agreement and based on satisfactory performance which may be decided by the component authority on the same terms and conditions of both the parties (University and the Firm)

- 1. The tender documents can be downloaded from the website uktenders.gov.in w.e.f. 11 January, 2019 to 04 February, 2019 (upto 03.00 pm)
- 2. The interested authorized offset printers eligible for empanelment with UOU may submit the tenders online at uktenders.gov.in in two bid system (i.e. Part-I: Technical Bid and Part-II: Financial Bid) in the prescribed proforma. Tenders are to be submitted only online through uktenders.gov.in. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along-with the Tender Documents.
- 3. Tenders sent through any other mode will not be accepted.

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Dated - 2019

NB: The terms and conditions of the bid are mentioned in point No. 4, which should be carefully noted and complied with. Specifications of printing of SLM and Prospectus are given in BoQ which must be used for quoting rates.

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2. Scope of work and General Instruction for Tenderers

<u>Scope of work</u>: Printing work (Self Learning Materials) of the Uttarakhand Open University, University Road, Behind Transport Nagar (Teenpani bypass), Haldwani – 263 139, Nainital, Uttarakhand.

General Instructions:

- (i) The interested service providers/ printers have to submit the tender through online portal as per required packet/ cover contents.
- (ii) The rate contract shall be initially for a period of one year from the date of letter of awarding the rate contract. However, the rate contract may be extended subsequently, on mutual consent, for a further period of one year as may be decided by the competent authority, after review of performance.
- (iii) The exact value of printing work required to be procured in 2019-20 in the contract cannot be foretold exactly, as it is depending upon the amount of which printing work will be required. Approximate value of work may be 3.00 to 4.00 crore or depends upon the actual numbers of enrolled students.
- (iv) The quality of printing should be of good standard and as per requirement. In any case if it is found that the services are not upto the mark and ordered specification, it would be open to the University to terminate the Agreement and forfeit the Performance Security and black list the firm.
- (v) The Earnest Money Deposit (EMD) should be submitted to the "Finance Controller" on or before last date of bid submission upto 03.00 PM. Without which the quotations will not be considered. Late receipt of Earnest Money, viz. after closure of online bidding time, or nonreceipt of Earnest Money will make the bidder dis-qualified and that bid will not be considered.
- (vi) The successful bidder will have to deposit Performance Security to the "Finance Controller" for due fulfillment of contractual obligations which is refundable without any interest on termination of the contract after deducting any penalty/ any liability of any kind imposed by the competent authority on account of unsatisfactory services.
- (vii) The bid must be valid for a minimum period of ninety (90) days from the due date.
- (viii) No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMD will be forfeited.
- (ix) The Technical Bid shall be opened online on the Scheduled date and time i.e. 06 February, 2019 at 11am.
- (x) After opening of the financial bid, the lowest rate i.e. 'L1' shall be identified. After determination of L1, an order shall be prepared in which the rates from L1 to L4 shall be arranged, and an offer shall be made to L2, L3 and L4 to work at L1. If the firms at L2, L3 & L4 agree to work at L1, the empanelment shall be made. In this process if rates not agreed

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accepted by these three firms. Then the next three will be considered for empanelment offer at L1 & further may be decided by the components authority.

- (xi) If after award of the contract, the empaneled firm fails to provide the required services, the rate contract is liable to be cancelled along with forfeiture of performance Security Deposit and other consequential actions such as **Blacklisting** of the firm etc.
 - 3. <u>Technical Bid:</u> Signed and Scanned copy of the Technical bid documents as under must be uploaded online on uktenders.gov.in.
 - a. List of Documents to be scanned and uploaded within the period of bid submission:-
 - (i) The bidders must be authorized offset printers. Copy of the Registration Certificate/ letter must be uploaded.
 - (ii) Bidders are required to upload a statement indicating the contracts on hand with details of the Departments, Ministries/ PSUs and reputed Organizations, contact of dealing person (Name & Designation) with complete official address and Telephone/ Mobile number.
 - (iii) Bidders are required to upload Balance Sheet along with Profit and Loss statement duly certified by Chartered Accountant having turnover of more than Rs. 1.00 crore for the last 2 years. (Two years)
 - (iv) Scanned copy of Demand Draft towards EMD Rs. 1,00,000 (Rs. One Lac only Refundable).
 - (v) Bidders are required to upload a "**Declaration**" on letter head stating that the bidder has not been black-listed by any Ministry/ Department/ Organization.
 - (vi) Technical Bid Compliance Form as per Annexure-I.
 - (vii) The following documents are to be uploaded online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender Document:
 - > Scanned Copy of Demand Draft of any commercial bank against EMD
 - > Attested certificate of work experience
 - > Audited Balance sheet for the last 2 years, if applicable
 - > Turnover of last two years
 - > Tax Return for the last 2 years
 - > PAN No.
 - > GST No.
 - > Pollution Certificate
 - > NSIC/MSME Certificate, if any.
 - > Any other documents

Note: If it is subsequently established or found that the bidding firm has given any false information or wrong facts or has suppressed facts or manipulated the documents etc., the Earnest Money Deposit or the Performance Security deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained.

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4. Terms and Conditions for Empanelment of Offset Printers

(i) The rate approved in this tender shall be valid for the whole of the period of the rate contract and no upward revision will be allowed during the period of the contract.

(ii) It shall be the responsibility of the successful tenderer to deliver the printing work at UOU

premises as stipulated (date/ time) in the work order.

(iii) All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted. Further, in no case should there be any change in the format of the Financial Bid. The bids submitted in the proforma other than the proforma provided for the purpose, will be rejected summarily.

(iv) Bidders may inspect the samples of SLM and Prospectus bidding or quoting rates on any

working day between 10.00 AM to 05.00 PM.

(v) The bidders should have at least one dedicated landline telephone connection, one mobile and

one mail-ID for contact.

(vi) Selected lowest Bidder(s) shall be empanelled as Service Providers on the quoted rate for one year from the date of signing of Agreement. The contract may be extended for next one/ two years, if mutually agreed upon by both the parties on year to year basis. In case, the empanelled service provider is found in breach of any condition(s) of tender/ agreement at any stage or services of service provider are found not to the satisfaction of the University, the agreement/ contract may be terminated leading to forfeiture of performance security and the decision of the component authority of the University shall be final in this regard.

(vii) It may specifically be mentioned whether quotation is strictly as per terms and conditions of the tender. Deviation, if any must be spelt out specifically in Technical Bid. In the absence

of this, the quotation may be rejected.

(viii) The bidder must quote for all items as per price schedule (BoQ), the quantity of which is tentative and may vary from time to time. The evaluation of bids shall be made on overall basis. Conditional discounts offered, if any shall not be considered for evaluation purpose. After technical bids have been opened, no bidding firm will be allowed to withdraw or if the bidding firm refuses to accept the tender or violates any other terms and conditions of the tender, its EMD will be forfeited.

(ix) All the rates quoted in BoQ must be inclusive of excise duty, freight, transportation, packing, forwarding, handling, loading - unloading etc. but excluding GST, which shall

be paid by the University on applicable rates.

(x) Duly constituted committee shall first open and evaluate Technical Bids. Financial bids of only those bidders shall be opened whose technical bids are found to be in order as per terms and conditions of tender and L1 will be decided accordingly.

(xi) The University reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.

- 5. Payment: Payment shall be made through ECS to the firm only on satisfactory acceptance of the work as well as receipt of pre-receipted bill in triplicate. In case any item is found to be not as per order specification or does not meet the requirement or found to be of substandard quality, the same shall be rejected and supplier will replace the same without extra charge within the specified delivery schedule.
- 6. Earnest Money Deposit (EMD): Each tender must be accompanied by Earnest Money Deposit which shall be in the form of Demand Draft of any commercial Bank in the

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name of Finance Controller, Uttarakhand Open University, payable at Haldwani. EMD - Exemption for MSME / NSIC registered firms only.

- Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws amends, impairs or derogates from the tender in any respect.
- 2. The earnest money of all the unsuccessful tenderers will be returned as early as possible after issue ofthe letter of contract. No interest will be payable by the University on the Earnest Money Deposit.
- 3. Earnest Money of successful bidder shall be returned after furnishing of performance Security.
- 7. **Performance Security:** The successful bidder shall require to submit a Performance Security of Rs. 5,00,000/- (Rs. Five Lacs) within a week of the issue of acceptance by the University. The performance security may be in the form of Demand Draft/ Bank Guarantee or Fixed Deposits Receipts (FDR) of any commercial bank. In case, the printer/ supplier fails to provide satisfactory services during the term of contract, the performance security submitted by the firms will be forfeited without prejudice to other remedies. No interest will be payable by the purchaser on the performance security. Performance Security should be valid for a minimum period of 14 months from the date of acceptance.

Liquidated Damages: The Printer shall supply the Printed material at UOU's MPDD Godown strictly in stipulated time given in the work order.eg. if 20 days supply period is given in printing order, days will be counted from the date of issue of work order up to 5 p.m. on 20th working day. Supply days will be given according to the quantity of books ordered. In case of extension of the delivery period with liquidated damages, the recovery shall be made on the basis of the following percentages of value of work order which the printer has failed to supply.

(a) Delay upto one fourth period of the prescribed delivery period

=2.5%

(b) Delay exceeding one fourth but not exceeding half of the prescribed period

=5%

(c) Delay exceeding half but not exceeding three fourth of the prescribed period =7.5%

(d) Delay exceeding three fourth of the prescribed period

=10%

Maximum penalty for the delay will be imposed @ 10%

However, the University has the right to waive off the penalty if delay, is caused due to the circumstances beyond the control of the printer and intimated by the firm in advance for delay in supply of print material.

The University shall have the liberty to terminate the agreement, cancel the purchase order and it may forfeit the Performance Security, in case the supplier fails to deliver the items within the stipulated period of delivery.

8. Agreement deed: The successful bidder/s shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 7 days from the date of received of award of the contract. Agreement/ contract will be signed after the submission of the performance security and the incidental expenses of execution of Agreement/ Contract shall be borne by the bidders empaneled.

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- 9. Arbitration: In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree by mutual consent, then the University will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 (Act) will apply. The arbitration proceedings will be held in Haldwani. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties therein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996 (Act), or of any modifications or reenactment thereof including the rules framed there under.
- 10. Force Majeure: Notwithstanding the provision of the clause 7, the firm shall not be liable for forfeiture of its performance security, liquidated damages or termination for breach, if and to the extent that it is delays in performance or other failure to perform its obligation under the agreement is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and unforeseeable. Such events may include, but are not restricted to, act of the 'University' either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes. If the Force Majeure situation arises, the firm shall promptly notify the 'University' in writing of such a condition and the cause thereof/ evidence. Unless and otherwise directed by the 'University' in writing, the firm shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all the reasonable alternative means for performance not prevented by the Force Majeure.

Note: All disputes are subject to the jurisdiction of courts in the district of Nainital.

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TECHNICAL BID FORM

	1.	Tender No	:	Due Date :, 2019 at 03.00 pm
	2.	Name and Address of Bidding Firm	:	Ŧ
	3.	Name and Designation of the person Signing the bid	:	
	4.	Mobile/ Land line Telephone No.	:	
	5.	Earnest Money Deposit Details	:	*
	6.	PAN/ GST or Service Tax Registration Certificate	:	·
	7.	Whether bidder has uploaded Tender Acceptance letter with seal as token of Acceptance of terms and condition.	:	
	8.	Capacity in which bid is signed by the Bidder (Proprietor/ Partner/ Director)	:	
	9.	The bidder should not have been Blacklisted by any Ministry/ Department Or any other organization (Certificate of Letter head to be enclosed)	: nt on	
	10	O. Statement indicating the contracts on Hand with details as per para 3 (2)	:	
	11	By Government Department, PSUs and Reputed business organization for the Financial Year 2016-17 and 2017-18.	d : I	·
	12	2. Copies of Balance sheet alongwith Profit & Loss A/c duly certified by Chartered Accountant having turnover Of Rs. 50 lacs and above for the Financial Year 2016-17 and 2017-18.	1	
	1.	3. Copy of Certificate 'A' class offset Printer empanelled with Deptt. of Print	: ting.	
				Signature of Bidder
				Name in Block Letter
P	lace			

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13. Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

https://eprocure.gov.in/eprocure/app.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal(URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username andassign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of theregistration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Class II or Class III Certificates with signing key usage) issued by any Certifying Authorityrecognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible toensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and thepassword of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tendersby several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine number of search parameters such as organization name, form of contract, location, date, otherkeywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the requireddocuments / tender schedules. These tenders can be moved to the respective 'My Tenders' folder.
- 3) This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want toobtain any clarification / help from the Helpdesk.

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PREPARATION OF BIDS

1) Bidder should take into account for any corrigendum published on the tender document beforesubmitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tenderdocument / schedule and generally, they can be in PDF / XLS / RAR / DWF formats.

Bid documentsmay be scanned with 100 dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

5) Bidders can use "My Space" area available to them to upload such documents. These documentsmay be directly submitted from the "My Space" area while submitting a bid, and need not beuploaded again and again. This will lead to a reduction in the time required for bid submissionprocess.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid intime i.e. on or before the bid submission time. Bidder will be responsible for any delay due to otherissues.

2) The bidder has to digitally sign and upload the required bid documents one by one as

indicated in thetender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable

andenter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. Theoriginal should be posted/couriered/given in person to the Tender Processing Section, latest by thelast date of bid submission or as specified in the tender documents. The details of the DD/any otheraccepted instrument, physically sent, should tally with the details available in the scanned copy andthe data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the formatprovided and no other format is acceptable. If the prices bid has been given as a standard BoQ formatwith the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is

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maintained using the securedSocket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the

authorized bidopeners.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submissionmessage & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should beaddressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in thetender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal ingeneral may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the

helpdesk is1800-3070-2232.

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TENDER ACCEPTANCE LETTER

14.	(To be given on Company Letter Head)	Data
		Date:
To,		
Sub:	Acceptance of Terms & Conditions of Tender.	
Sub.	Tender Reference No.	Name of Tender/ Work:-
Dear	Sir,	
1. Work	I/We have downloaded/ obtained the tender document(s) for the c' from the website (s) namely:	e above mentioned 'Tender/
	to the state of th	
	er your advertisement, given in the above-mentioned website(s).	
docui (s), so	I/We hereby certify that I/ We have read the entire terms are ments from Page No to (including schedule(s), etc.,), which form part of the contract agreement and I/ is / conditions/ clauses contained therein.	all documents like annexure
3. this h	The corrigendum(s) issued from time to time by your department has also been taken into consideration, while submitting this accepta	nt/ organization in respect of nce letter.
4. docu	I/We hereby unconditionally accept the tender conditions ament(s)/ corrigendum(s) in its totality / entirety.	of above-mentioned tender
5. shall the fo	In case any provisions of the tender are found violated, then you without prejudice to any other right or remedy be at liberty to rejorfeiture of the full said earnest money deposit absolutely.	our department/ Organization ect this tender/ bid including
	•	Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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Ottarakhand Open Universit RALDWANI (Nainital)

15. FORMAT FOR AFFIDAVIT OF NON-BLACK LISTING

(To be furnished on Rs. 100 Non-Judicial Stamp Paper)

To,
The Registrar Uttarakhand Open University, Haldwani, District Nainital, (Uttarakhand)
In response to the Bid No
an Director of M/s, I /We hereby declare that ou
Company/Firm is having unblemished past record and was no
declared blacklisted or ineligible to participate for bidding during last two financial years by an
State/Central Govt. or PSU due to unsatisfactory performance, breach of general or specific
instructions, corrupt / fraudulent or any other unethical business practices.
Yours faithfully,
Authorized Signatory
Name
Designation
Company name with seal

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