

UTTARAKHAND OPEN UNIVERSITY
Haldwani (Nainital) – 263 139


Telephone No. 05946 – 286000, Website - www.uou.ac.in

No.- UOU/ P.Empanel./ 2022-23/ 420

Dated: 12.07.2022

Tender Notification

Uttarakhand Open University invites bids from the authorized eligible bidders for award of rate contract for empanelment of offset printers. Interested bidders are advised to download the documents for the purpose from website: <http://uktenders.gov.in> since 13.07.2022 to 02.08.2022 (05:00 PM)



Registrar

Registrar
Uttarakhand Open University
Haldwani (Nainital)



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


**e-Re-Tender Document
for
EMPANELMENT OF OFFSET PRINTERS**

Published Date		13/07/2022
Bid Document Download Date		13/07/2022
Bid Submission	Start Date / Time	13/07/2022 01:00 pm
	End Date / Time	02/08/2022 05:00 pm
Pre Bid Meeting Date, Time and Place		18/07/2022 11:00 am at Uttarakhand Open University, Head Quarter, University Road, Teenpani Bypass, Haldwani, District – Nainital, Pin – 263139 (Uttarakhand)
Technical Bid Opening Date/ Time		03/08/2022 11:00 pm
Financial Bid Opening Date/ Time		To be announced after opening of Technical Bid
Estimated cost		Rs. 4,50,00,000.00 (Rupees Four Crore Fifty Lacs only)
Period of contract		One year from the award of contract
Earnest Money Deposit		Rs. 9,00,000.00 (Refundable) (Rupees Nine Lacs only) through NEFT/ RTGS/ IMPS etc.
E-Tender Document Fees		Rs. 5000/- (Rupees Five Thousand only) through NEFT/ RTGS/ IMPS etc.
Account No. with detail		Account Holder: Uttarakhand Open University A/c No.: 30617837388 IFSC CODE: SBIN0005100 Branch: SBI, Kusumkhera, Haldwani
Contact Name		Dr. H.C. Joshi, Assistant Director, Directorate of MPDD
Mobile No.		9997117439

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रामगढ़ मुक्त विश्वविद्यालय
राजौली (नैनीताल)

UTTARAKHAND OPEN UNIVERSITY

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

Dated – 12/07/2022

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

1. e- Re-Tender Notice

e-Re-Tenders are invited from the authorized offset printers to be **empanelled 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 competent 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 <http://uktenders.gov.in> w.e.f. 13/07/2022 to 02/08/2022 (upto 05.00 pm)
2. The interested authorized offset printers eligible for empanelment with UOU may submit the tenders online at <http://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.
4. Amendments, Corrigendum etc. regarding the tender will be disseminated through the website only.


Registrar

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.

2. Scope of work and General Instruction for Tenderers

Scope of work : Printing work (Self Learning Materials) of the Uttarakhand Open University, University Road, Behind Transport Nagar (Teenpani bypass), Haldwani – 263139, Nainital, Uttarakhand.

General Instructions:

- (i) The interested 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 2022-23 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 Rs. 4.00 to 5.00 Crore. It may change as it depends upon the actual number of students enrolled after admission date is over.
- (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 accordingly.
- (v) **Earnest Money Deposit (EMD) Rs. 9.00 Lacs shall be paid through NEFT/ RTGS/ IMPS etc. following Bank details:-**

Account Holder: Uttarakhand Open University
A/c No.: 30617837388
IFSC CODE: SBIN0005100
Branch: SBI, Kusumkhera, Haldwani
- (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.
- (ix) The Technical Bid shall be opened online on the Scheduled date and time i.e. **03/08/2022 / 11:00 am.**

- (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 'L1' rates offer not accepted by these three, then the next three will be considered for empanelment offer at L1 & further may be decided by the competent authority. **Firm with lowest rate shall be bound to work at L1 rates. If the firm disagrees to perform the work, the Earnest Money Deposit (EMD) shall be forfeited by University before award of contract and the process of blacklisting shall be introduced.**
- (xi) **If any tenderer marks/ indicates nil charges in Rate columns of BOQ then such tenders shall not be accepted by the University.**
- (xii) Printing and supply of Self Learning Material (SLM) on paper size 8.5"x 11" in 70 GSM Maplitho Paper of A Grade and 180 GSM Art and Chromo paper for Cover Page including perfect binding and one side lamination (1 and 4 pages) Cover page will be in four color. Main-running text will be in single color (Black).
- (xiii) Rates quoted will be per printed page including SLM Cover Page and paper cost.
- (xiv) No blank page will be counted for payment. No blank page means both the side of page are blank. However, if one side of the page is printed and other side is blank, then both the pages will be considered for payment.
- (xv) Amount will be calculated in Paisa per page up to two decimal only (excluding all taxes). Tax will be paid as per government rules.
Example: Valid 0.20 0.12 Invalid: 0.213 0.2341
- (xvi) If after award of the contract, the empanelled 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. **Technical Bid:** Signed and Scanned copy of the Technical bid documents as under must be uploaded online on <http://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 to be empanelled with UOU, Haldwani. Copy of the Registration Certificate/ letter must be uploaded.
- (ii) Bidders are required to upload Balance Sheet along with Profit and Loss A/c duly certified by Chartered Accountant having turnover of more than Rs. 1.00 Crore for any 03 years out of last 05 years. (from F.Y.2017- 18 to 2021-22)
- (iii) Bidders have to submit a certificate having turnover required in rule 3a (ii)
- (iv) Subletting and Sister Concern type formation of any Bidding firm will not be accepted.
- (v) Scanned copy of EMD Submission.

- (vi) As per the term and condition of the Tender Documents, to get the exemption under MSME Scheme, the Bidder shall have to submit an application on authorized letter head of the firm along with the MSME certificate
- (vii) Bidders are required to upload a **"Declaration"** on letter head stating that the bidder has not been black-listed by any Ministry/ Department/ Govt. Organization.
- (viii) Technical Bid Compliance Form as per Annexure-I.
- (ix) The Bidders shall have to submit/ attached requisite documents as per the order mentioned in Annexure – I
- (x) 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 EMD is to be uploaded.
 - Attested certificate of Work Experience for last 3 Years (i.e. 2018-19, 2019-20, 2020-21). It should be noted that Attachment of Work Orders will not be considered as Work Experience.
 - Balance Sheet along with Profit and Loss A/c duly certified by Chartered Accountant having turnover of more than Rs. 1.00 Crore for any 03 years out of last 05 years. (from F.Y.2017- 18 to 2021-22)
 - A certificate of turnover more than Rs. 1 crore for any 03 years out of last 05 years. (from F.Y.2017- 18 to 2021-22)
 - Income Tax Return for the last three (03) F/Y (i.e. 2018-19, 2019-20 & 2020-21).
 - PAN No.
 - GST No.
 - MSME Certificate (if applicable).
[Exemption will only be acceptable as per G.O. of Govt. of Uttarakhand (GO No- 1542/VII-3-19/143-UDYOG/2003 Dated 20/08/2019)]
 - Scanned Copy of e-Re-Tender fees is to be uploaded.
 - Properly Signed copy of Bid is to be uploaded.
 - Capacity in which bid is signed by the Bidder (proprietor/ Partner/ Director) authorized supporting document scanned copy is to be uploaded.
 - Scanned Copy of Certificate of authorized offset printer is to be uploaded.
 - Scanned copy of Machine Bill is to be uploaded.
 - List of the Manpower available list scanned copy is to be uploaded.
 - Press Declaration Certificate is to be uploaded.

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

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 (Haldwani/ Dehradun) 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 for bidding or quoting rates on any working days 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.
- (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 as applicable rates. Therefore; in BOQ, rates should be quoted without GST.**
- (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 firm should have the relevant infrastructure facilities, own printing press, in-house infrastructure and manpower for printing jobs/ relevant documents & copies of the bills are required to be submitted with the proposal.
- (xii) Work Orders/ purchasing orders shall not considered in respect of work experience. Only the certificate issued by the competent authority shall be considered as work experience.
- (xiii) The University reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.
- (xiv) **Reference number of MSME related Govt. of Uttarakhand G.O. is – 1542/VII-3-19/143-UDYOG/2003 Dated 20/08/2019.**

5. **Payment:** Advance payment will not be considered in any condition. 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 sub-standard quality, the same shall be rejected and supplier will replace the same without extra charge within the specified delivery schedule.

6. **Performance Security:** Performance Security deposit is 5% of Total estimated cost which will be divided among successful empanelled bidders within a week of the issue of acceptance by the University. Performance Security has to be submitted by the successful bidders within the stipulated time. The performance security may be submitted through NEFT/ RTGS/ IMPS etc. to A/c details given in 2 (v). 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 on the performance security. Performance Security should be valid for a minimum period of 14 months from the date of acceptance.

Liquidated Damages: Printing material shall have to be delivered within the given time period i.e. 30 days from the date of issuing of work order or last date of proof reading by the university, whichever is later. In case of delayed delivery, Following penalty/ deduction shall be enforced:

- (a) Delay up to 1 to 10 days from the prescribed period =2%
- (b) Delay up to 11 to 29 days from the prescribed period =5%
- (c) In the event of a delay of more than 30 days in the supply of all the activity books allotted to the printer for printing, it shall be recommended to forfeit the security money of the printer and register it in the black list.

Bad and erroneous printing: - In case of non-compliance with the standard (as per specifications) printing work in the verification of activity books or in case of bad printing, the decision of deduction from the total value of the books in question shall be taken by the University committee. Books with defective printing shall be returned to the printer and Printer shall have to reprint those books free of cost within the stipulated period. If the printer with defective and erroneous printing is not reprinted in that number and delivered to the designated place, then the security money deposited of the printer shall be forfeited and strict penal action will be taken against the firm as per the rules and the firm shall be recommended to be blacklisted.

7. Whatever contract of paper supply will be submitted by the tenderer, the paper will also be purchased from the same mill/distributor. A certificate to this effect will have to be compulsorily made available by the tenderer to University before payment.
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 receipt 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 empanelled.
9. **Arbitration:** In the event of any dispute or disagreement under or in relation to 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. If the 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 delay 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 unforeseen able. 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

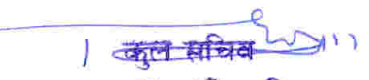
cause thereof/ evidence. Unless and otherwise directed by the 'University' in writing, the firm shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all the reasonable alternative means for performance not prevented by the Force Majeure.

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

12. Instructions for Online Bid Submission:

As per the directives of Uttarakhand Procurements Regulation, 2017, this tender document has been published on the State Procurement Portal (URL: <http://uktenders.gov.in>). The bidders are required to submit soft copies of their bids electronically on the Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Portal.

More information useful for submitting online bids on the UK Portal may be obtained at: <http://uktenders.gov.in>


उत्तराखण्ड **Registration** विद्यालय
नैनीताल (नैनीताल)

TECHNICAL BID FORM

SL	Documents/ Detail required	Document / detail Mentioned / Submitted	Page Number
1.	Tender No- Due Date & Time		
2.	Name of Bidding Firm Address of Bidding Firm		
3.	Name of the person Signing the bid Designation of the person Signing the bid • Mobile • Land line Telephone No • Email ID		
4.	e-Re-Tender document fees Details Uploaded (Y/N) • Date • Amount • Transaction Number		
5.	Earnest Money Deposit Transaction Details Uploaded (Y/N) • Date • Amount • Transaction Number		
6.	PAN Card (Firm / Proprietors) Uploaded (Y/N)	Pan No-	
7.	GST or Service Tax Registration Certificate Uploaded (Y/N)	GST No-	
8.	Tender Acceptance letter in prescribed format on Firm Letter Head with Seal Uploaded (Y/N)		
9.	Capacity in which bid is signed by the Bidder (Proprietor/ Partner/ Director) Authorized Supporting Document Uploaded (Y/N)		
10.	Non Blacklisted Affidavit in prescribed format Uploaded (Y/N)		
11.	Attested certificate of Work Experience for last 3 Years (i.e. 2018-19, 2019-20, 2020-21). Uploaded (Y/N) (The certificate must be issued by Competent Authority & should have Signature, Seal, date of issue & Reference number clearly mentioned) • 2018-19 • 2019-20 • 2020-21		
12.	Balance Sheet along with Profit and Loss A/c duly certified by Chartered Accountant having turnover of more than Rs. 1.00 Crore for any 03 years out of last 05 years. (from F.Y.2017- 18 to 2021-22)		

SL	Documents/ Detail required	Document / detail Mentioned / Submitted	Page Number
	Uploaded (Y/N)		
	• F.Y.		
	• F.Y.		
	• F.Y.		
13.	A certificate of turnover more than Rs. 1 crore for any 03 years out of last 05 years. (from F.Y. 2017- 18 to 2021-22) duly attested by Chartered Accountant. Uploaded (Y/N)		
	• F.Y.	Turnover Amount Rs.	
	• F.Y.	Turnover Amount Rs.	
	• F.Y.	Turnover Amount Rs.	
14.	Copy of Certificate of authorized offset Printer Uploaded (Y/N)		
15.	Income Tax Return for the last three Financial Year Uploaded (Y/N)		
	• 2018-19		
	• 2019-20		
	• 2020-21		
16.	Machinery Purchase Bills Uploaded (Y/N)	Number of Bills Uploaded is:-	
17.	List of Manpower available with the firm Mentioning Name, Designation & Contact number of Employee Uploaded (Y/N)		
18.	Press declaration Certificate Uploaded (Y/N)		
19.	Certificate of MSME For Exemption of Tender Document Fees & EMD will only be acceptable as per G.O. of Govt. of Uttarakhand- 1542/VII-3-19/143-UDYOG/2003 Dated : 20 / 08 / 2019 Uploaded (Y/N)		

Signature of Bidder _____
Name in Block Letter _____

Place _____
Date _____

Note:-

- All uploaded Documents must be self attested with seal by the bidder.
- All uploaded documents must be clearly visible and readable.
- Please don't upload any extra documents which are not demanded in tender documents.
- Please do not upload work order in place of experience certificate.
- No affidavit will be accepted regarding Pollution Certificate. If Firm doesnot comes in this than it has to produce NOC or similar documents issued by Pollution Control Board.



UTTARAKHAND OPEN UNIVERSITY
University Road, Behind Transport Nagar (Teenpani bypass),
Haldwani, Nainital, Uttarakhand

11. FINANCIAL BID

Nature of Work: Printing of SLM									
Quantity/ No. of pages Including Cover Page	20 to 100 copies (Amount in Rs)	101 to 250 copies (Amount in Rs)	251 to 500 copies (Amount in Rs)	501 to 1000 copies (Amount in Rs)	1001 to 2000 copies (Amount in Rs)	2001 to 3000 copies (Amount in Rs)	3001 to 5000 copies (Amount in Rs)	5001 to 10000 copies (Amount in Rs)	More than 10000 copies (Amount in Rs)
101 to 200 pages									
201 to 300 pages									
301 to 400 pages									
More than 400 pages									

Date:

{SIGNATURE & STAMP OF BIDDER}


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13.

TENDER ACCEPTANCE LETTER

(To be given on Firm's Letter Head)

Date:

To,

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No. _____ Name of Tender/ Work:-

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/ Work' from the website (s) namely: _____

as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I/ We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure (s), schedule(s), etc.), which form part of the contract agreement and I/ We shall abide hereby by the terms / conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization in respect of this has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality / entirety.

5. In case any provisions of the tender are found violated, then your department/ Organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

14. **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..... dated for quoting against the Bid as
an Director of M/s, I /We hereby declare that our
Company/Firm is having unblemished past record and was not
declared blacklisted or ineligible to participate for bidding during last two financial years by any
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 _____