

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (GENERAL & SOCIAL  
SECTOR AUDIT) UTTAR PRADESH, ALLAHABAD**

Tender No.: PAG(AUDIT)/GD(M)/REPORT/2024-25/...

Dated: 07.05.2024

**TENDER DOCUMENT FOR EMPANELMENT OF PRINTERS FOR PRINTING  
WORK OF VARIOUS AUDIT REPORTS**

**Last date for submission of bids: .....29.05.2024**

**Date of opening of Technical Bids:.....29.05.2024**

**Bid Document No.:** PAG(AUDIT)/GD(M)/REPORT/2024-25/01

**SR. DEPUTY ACCOUNTANT GENERAL (ADMN), OFFICE OF THE  
PRINCIPAL ACCOUNTANT GENERAL (AUDIT-I) UTTAR PRADESH,  
15-A, MAHARSHI DAYANAND MARG, SATYA NISHTHA BHAWAN,  
ALLAHABAD – 211001**

# TENDER DOCUMENTS FOR

Empanelment of high quality printers for the work of printing of various Audit Reports in Black and Colour (Single, Two and Four colour printing)

**TENDER NO.:** PAG(AUDIT)/GD(M)/REPORT/2024-25/

**DATED:** 07.05.2024

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## II- BRIEF INFORMATION ON BID DOCUMENT

Tender No.:	PAG(AUDIT)/GD(M)/REPORT/2024-25/.... DATED: 07.05.2024
Duration of Contract	Two year from the date of agreement, which is extendable upto one more year subject to satisfactory services
Last Date and time of submission	29.05.2024
Date and time of opening Technical Bid	29.05.2024 at 4:00 PM
Place of opening of technical bid	As per Tender Document
Place, date and time of opening of financial bids for technically qualified bidders	As per Tender Document
EMD	Rs.1,00,000/- (Rupees one lakh only) in the form of crossed Demand Draft/Bank Guarantee in favour of PAO, Office of The Accountant General (A&E) – I. Uttar Pradesh, Allahabad
Cost of Tender Document	The tender document can be downloaded from official website <a href="http://www.agup.nic.in">http://www.agup.nic.in</a> and GeM <b>free of cost</b>
Validity of Bid	120 days
Total Number of pages of Tender Document	40 pages
Address and Venue of submission of bids	As per Tender Document

# SECTION-1

## (Notice Inviting Tender)

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (AUDIT-I) UTTAR PRADESH,  
ALLAHABAD**

Tender No.: PAG(AUDIT)/GD(M)/REPORT/2024-25/.....

Dated: 07.05.2024

### **NOTICE INVITING TENDER**

**Office of the Principal Accountant General (Audit-I) UP, Allahabad invites sealed tenders for empanelment of high quality printers for printing of various Audit Reports in black and colour (single, two and four colour printing).**

**Sealed bidding documents, under segregate bidding method (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be uploaded on GeM,**

The tender document can be downloaded from our website <http://www.agup.nic.in> and also from the website of GeM free of cost. **The Technical Bids shall be opened on Gem on 29.05.2024 at 4.00 p.m. by the committee nominated by the competent authority of the Office of the Principal Accountant General (AUDIT-I) UP, Prayagraj. The financial bids of only those bidders, who's Technical Bids are accepted, shall be opened by the nominated Committee.**

**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 Principal Accountant General (AUDIT-I) UP, Prayagraj, shall be final and binding.**

**(Dhanlaxmi Chaurasia)  
SR. DEPUTY ACCOUNTANT GENERAL (ADMN)**

**SECTION-2**

**BID**

**SUBMISSION FORM**

Date:

## LETTER OF BID

To,

**Sr. Dy. Accountant General (Administration),  
Office of the Principal Accountant General (AUDIT-I) UP,  
15-A, Maharshi Dayanand Marg,  
SatyaNishthaBhawan,  
Prayagraj - 211001**

**Ref: Invitation for TENDER NO. PAG(AUDIT)/GD(M)/REPORT/2024-25/01 dated  
07.05.2024**

**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 blacklisted 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 attach a copy of Authorisation for signing on behalf of bidding firm)**

**Full Name and Designation**

**(To be printed on Bidder's letterhead)**

# SECTION-3

## BIDDER PROFILE

### 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)**

12. GST Registration No. ....



**UNDERTAKING**  
**(Rs. 100 Stamp Paper)**

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 Principal Accountant General (AUDIT-I) UP, Allahabad to forfeit the Earnest Money/Security Money deposited 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 non-submission of performance bank guarantee within the prescribed time and of desired value.
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 Principal Accountant General (AUDIT-I) UP, Allahabad.
5. I also declare that Government of India or any other Government body /PSU/Autonomous Body has not declared us ineligible or blacklisted 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**

# **CERTIFICATE (Rs. 100 Stamp Paper)**

## **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 Office of the Principal  
Accountant General (AUDIT-I) UP, Allahabad. In case, at any stage, it is found that the information  
given by me is false/incorrect, Office of the Principal Accountant General (Audit-I) UP, Allahabad  
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 (in capital letters) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION-5**

### **INSTRUCTIONS TO THE BIDDERS**

# **INSTRUCTIONS TO THE BIDDERS**

## **1. GENERAL INSTRUCTIONS**

- 1.1 The invitation for bids is open to all quality printers from **Prayagraj and nearby areas**-who are engaged in high quality single, double and four colour printing work of books and magazines 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. In case of any doubt, the bidders are advised to get the same clarified from the client. 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 having 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 from the bidder 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 Bid, not accompanied with EMD of requisite amount/format; or any other requirement, stipulated in the tender documents, are liable to be rejected.
- 1.6 The estimated cost of printing for a year is approximately Rs. 25 lakh (Rupees five 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 Principal Accountant General (Audit-I) UP, Allahabad.
- 1.7 The parties to the Bid shall be the printers to whom the work has been awarded (Contractor) and the Office of the Principal Accountant General (Audit-I) UP, Allahabad (Client).
- 1.8 For all purposes of the contract including arbitration there under, 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 Principal Accountant General (AUDIT-I) UP, Allahabad. The bidder shall be solely responsible for the consequences of any omission or error in notifying the change of address in the aforesaid manner.
- 1.9 Pre-bid meeting on 14<sup>th</sup> May, 2024 at 4:00 PM at the Sr. Dy. Accountant General/Admn chamber, 2<sup>nd</sup> floor, Satyanistha Bhawan, Maharishi Dayanand Marg, Prayagraj-211001 is mandatory for all the bidders to help prospective bidders understand project details scope of work in greater details and clear any doubts related to the solicitation of documents or other specifications.

### **Special condition of this contract:**

#### **Special condition of this contract:**

1. **Absolute confidentiality of the matter is to be maintained.** The Contractor will be required to furnish a **Confidentiality Bond** for non-dissemination of the material provided to them by Client to any other unauthorized person or entity.
2. The tenderer should have Licensed copies of Coral draw and MS Office softwares and should also have in a single premise: (i) Designing set up; (ii); Plate Making Machine (Computer to conventional plate); (iii) Four-colour off-set printing machine; and (iv) Binding set-up with folding machine and section sewing machine. The tenderer should submit an affidavit in this regard stating that these facilities are actually available with him in a single premise.

3. In respect of successful bidders, a committee consisting of officers of the Office of the Client will visit the premises of the bidder before finalisation of tender to ensure availability of the desired facilities. In case the desired facilities, as declared in the affidavit, is not found at site, the tender will be declared as ineligible and Earnest Money will be forfeited.
4. The successful bidder will be required to have a set-up of printing press with all facility in a single premises at Prayagraj and a temporary setup in the premises of the Client as and when required.
5. It will be the duty of the successful bidders to keep the printed reports in confidential and safe custody till their handing over to the concerned persons at Lucknow and/or Prayagraj as the case may be.
6. The jobs are of highly prestigious nature and, hence, the quality of work, design and get up of printing, colour consistency and production schedule have to be scrupulously maintained. The print order may vary from job to job. The Contractor must have sufficient capacity to handle single/2/4-colour jobs on urgent basis.
7. The reports, complete in all respects, will have to be delivered by the Contractor within four weeks from the date of handing over the manuscript. The Contractor, however, may be required to undertake printing jobs as and when required and may also be required to deliver printed reports within a period of one week from receipt of manuscripts in the exigency of work.
8. The manuscript of printing may be collected from this office and be returned to this office immediately after completion and delivery of the printed books. The samples are available in this office and can be seen on any working day.

### **Confidentiality Bond**

Before: Principal Accountant General (Audit-I), UP, Prayagraj

I, ....., son of Shri .....on behalf of M/s ..... having its registered office at ..... solemnly affirm on this Date .... Month .... Year ..... that:

- (i) I will not divulge any information/content/material provided in respect of the Audit Report on ..... of Uttar Pradesh for the year ended ..... handed over to me for the purpose of designing, printing, etc. of the Report. I will keep the information contained in the Audit Report confidential as per the Clauses of the Agreement.
- (ii) I will also have one dedicated confidential room at the premise disclosed in the ..... of the Special condition in Annexure-.... of the Agreement for keeping the printed audit reports in confidential and safe custody till their handing over to the concerned persons at Lucknow and/or Prayagraj as the case may be.
- (iii) I understand that any breach of confidentiality will attract suitable action against me under the applicable laws as deemed fit by Indian Audit and Accounts Department.

Dated:

Place:

(Firm)

## 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for technical selection of bidders, having required *infra-structure* for printing of high quality single, double and four colour printing work of books and magazines etc.

- 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.
- b. **Financial Capacity:** The bidders should have the minimum total annual audited turnover of Rupees one (01) crore in each of the last three financial years (2021-22, 2022-23 and 2023-24).
- d. **PAN and GST:** The Bidder should be registered with the Income Tax and GST.
- e. **Experience:** The Bidder should have experience in the similar field of printing in Government Departments for the last five years.

### 2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of GST Registration issued by the concerning department (Prayagraj) shall only be acceptable. A Copy of printing 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 balance sheets (audited by Chartered Accountant) for the completed financial years i.e. for 2021-22 to 2023-24.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of PAN and GST 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 bid should be accompanied by an Earnest Money Deposit of Rs.75,000/- (Rupees seventy-five thousand only) in the form of Demand Draft/Bank Guarantee 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/Bank Guarantee shall be in favour of PAO, Office of the Accountant General (A&E)-I, UP and payable at Prayagraj.
- 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.
- 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.
- 3.6 The Earnest Money (Bid Security) may be forfeited in the following cases:
  - a) If a bidder withdraws his bid.
  - b) In the case of finally selected Bidder, if:
    - i) The Bidder fails to furnish Contract Performance Security in accordance with tender/work order.
    - ii) At any stage, any of the information/declaration is found false.

- v) Bidder fails to execute the contract as per the terms and conditions and to the full satisfaction of the competent authority of this office.
- vi) Bidder fails to observe the terms and conditions of the tender enquiry and/or comply with the stipulations made herein.
- vii) Bidder backs out after quoting the rates, or did not accept the work order.

In addition to forfeiture of Earnest Money, the bidder may be debarred from future participation in tender and may be blacklisted.

- 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. .

#### **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 in validity of bids, 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 and valid EMD of requisite amount.

- a. Bid Submission Form duly signed and printed on letterhead of the firm.
- 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.75,000/-
- e. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

- 5.2 **Financial Bid:** Bidder should prepare the financial Bid in the Price Schedule (Section 8) 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 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 higher of the two shall be taken as the bid price.

#### **6. BID OPENING PROCEDURE**

- 6.1 The Technical Bids shall be opened on 29.05.2024 at 4.00 PM by the Committee authorized by the competent authority
- 6.2 The financial bids of only those bidders, who's Technical Bids are accepted, shall be opened by the Committee authorized for the purpose.



- 7.3 After opening the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7 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 cancelled on the spot, 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 on GeM.
- 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 the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

## **9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)**

- 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) Receipt of valid EMD with requisite amount in acceptable format.
  - (ii) Documents in support of meeting the minimum eligibility criteria.
  - (iii) 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.

## **10. FINANCIAL BID OPENING PROCEDURE**

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the GeM after technically qualified bidders.
- 10.5 The financial bid price shall be clearly stated. 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:

- 11.1 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.
- 11.2 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 Principal Accountant General (AUDIT-I) UP 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 Principal Accountant General (AUDIT-I) UP in this regard shall be final and binding.

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 Principal Accountant General (AUDIT-I) UP 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 Principal Accountant General (AUDIT-I) UP, Allahabad has 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 Principal Accountant General (AUDIT-I) UP, Allahabad 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, for a sum of Rs. Seventy-five thousand in favour of PAO, Office of the Accountant General (A&E)-I, UP, Prayagraj, payable at Prayagraj. The Performance security shall be valid for a period of 37 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 Principal Accountant General (AUDIT-I) UP, Prayagraj 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 or furnishing of any false information/declaration.

15.3 On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Principal Accountant General (AUDIT-I) UP, Prayagraj 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.

15.4 If the contractor is called upon by the competent authority of the Office of the Principal Accountant General (AUDIT-I) UP, Prayagraj 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 Principal Accountant General (AUDIT-I) UP, Prayagraj shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

- 15.5 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.
- 16.3 The Client will declare a firm ineligible/blacklisted, either indefinitely or for a stated period of time, if at any time, it 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 after expiry of financial bid validity or before the 30<sup>th</sup> day of award of contract, whichever is earlier.
- 18.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of technical bid 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 the contract 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 the Client, the Contractor shall automatically pass

on the benefits to Client, failing which the contract shall be liable to be terminated and the Contractor shall be liable to be black-listed.

## **20. INSOLVENCY**

20.1 The competent authority of the Office of the Principal Accountant General (AUDIT)-I, UP, Prayagraj may, at any time by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events:-

If the contractor being an individual or if a 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 convenience or 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. CURRENCY OF BID**

21.1 The Bidder shall submit his price bid / officer in Indian Rupees.

**SECTION-6**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

## **1. DEFINITIONS**

### **1.1 General**

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

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Client	Deputy Accountant General/Administration, Office of the Principal Accountant General (AUDIT-I) UP, Allahabad.
Contractor	Successful bidder(s) who have been empanelled by the Client for the work of printing
Party	Successful Bidder to whom the work order for printing work has been awarded and the “Office of the Principal Accountant General (AUDIT-I) UP, Prayagraj”.
Letter of Acceptance	Intent of the Client to engage and empanel the successful bidder for printing work
Termination Date	Date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Notice of Termination given by either Party to the other Party

### **1.2 CONFIDENTIALITY**

The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any 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. The contractor shall be responsible for any discrepancy including leakage of the material of Audit Reports. The officers/officials nominated by the client will visit frequently to the press to assess the progress, monitoring and checking of correctness of the printing material proof reading. The contractor will allow access accordingly to the officer/officials.

## **2. SERVICES REQUIRED BY THE CLIENT**

- 2.1 The Contractor (empanelled Printers) shall provide the printing work services for printing of various Audit Reports in black and colour (two and four colour printing).
- 2.2 The Client shall pay charges for printing 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 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 Issue of Work Orders by the Client to the empanelled contractors, as and when need arises.

## **4. CONDITIONS OF CONTRACT**

- 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 for the work then the Contractor will be liable to be penalised. The Client reserves the right to impose a penalty at his discretion, at the rate of 0.5 per cent per week of the value of delayed work, subject to a maximum of 10% of the order value. In such cases, Client reserves the right to terminate 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 satisfactory 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.
- 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 contract, the decision of the Client shall be final and binding.
- 4.4 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.
- 4.5 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 the level of Client for which no payment would be made to the printer.
- 4.6 To and fro free messenger service would have to be provided by the printer for collecting the material and delivery of the required number of printed Audit Reports to the Government of Uttar Pradesh, Lucknow and to the client as and when directed by the client and its expenditure will be borne by the contractor.
- 4.7. The binding should also be of high quality.
- 4.8. The quality of service will be reviewed after every three month.
- 4.9. Only very high quality inks are to be used and the printing must be of very high standard.
- 4.10. There will not be any enhancement of rates quoted and approved during the period of contract.
- 4.11. In case of (i) bad quality printing; (ii) Short supply; and (iii) supply of damaged copies, penalty as per rule would be levied.
- 4.12 Final deductions in the bill on account of short supply or bad quality would be done by the Client.
- 4.13 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.
- 4.14 Canvassing in connection with the tender are strictly prohibited and the tenders submitted by the contractor, who resort to canvassing, shall be liable to rejection on that ground alone.
- 4.15 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 of lowest rate.
- 4.16 The Contractor entrusted with Client's printing 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 two year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the client 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 two year can be further extended one more year, 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 inclusive of GST.
- 7.3 The Contractor shall raise invoice by referring the Work Order of the Client's office after successful completion of work as per the requirements of Client. The Client shall make all endeavours to make payments within 30 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 three 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 two year and if the Contract is renewed by the Client, the cost shall be increased by the other party.
- 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 RTGS.
- 7.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax, GST or withhold 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 based on 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 not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, affected party shall notify the



other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) The date of commencement of the event of Force Majeure.
- (ii) The nature and extent of the event of Force Majeure;
- (iii) The estimated Force Majeure Period,
- (iv) 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.
- (v) 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.
- (vi) 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 Prayagraj 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 Prayagraj.

## **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:

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 in that event and the security deposit in the form of Performance Bank Guarantee/fixed deposit 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) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)

## **SECTION-7**

### **SCHEDULE OF REQUIREMENTS**

## SCOPE OF WORK AND REQUIREMENTS

It is planned to prepare a panel of one printer 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 must 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: (As per page 31-32)
  - 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**

## **SECTION-8**

### **PRICE SCHEDULE**

## Quote Your Prices

S. No.	Description of work	Rates Per Page	
		Matte Paper	Glossy Paper
1.	All-inclusive rate per page for designing, formatting (including photographs, charts, tables, maps etc) and printing of <b>200 to 350 copies of English Version</b> (of 100-400 pages in size) of Audit Reports of following specifications:		
	1) <b>90 gsm</b> with appropriate finish (Matte / glossy Paper) of A-4 size		
	2) <b>120 gsm</b> with appropriate finish (Matte / glossy Paper) of A-4 size		
	3) <b>130 gsm</b> with appropriate finish (Matte / glossy Paper) of A-4 size		
	4) <b>170 gsm</b> with appropriate finish (Matte / glossy Paper) of A-4 size		
2.	All-inclusive rate per page for printing of multi-coloured text pages, photographs, tables and charts etc. of 200 to <b>350 copies of English Version</b> (of 100-400 pages in size) of Audit Report of following specifications:		
	1) 90 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	2)120 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	3) 130 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	4) 170 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
3.	All-inclusive rate per page for designing, formatting etc including photographs, charts, tables, maps etc for 200 to 350 <b>copies of Hindi Version</b> (of 100-400 pages in size) of Audit Reports of following specifications:		
	1) 90 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	2)120 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	3) 130 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	4) 170 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
4.	All inclusive rate per page for printing of multi-coloured text pages, photographs, tables and charts etc. of 200 to 350 <b>copies of Hindi Version</b> (of 100-400 pages in size) of Audit Report of following specifications:		

	1) 90 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	2) 120 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	3) 130 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
	4) 170 gsm with appropriate finish (Matte / glossy Paper) of A-4 size		
5.	All-inclusive rates for Digital printing of cover ( <b>300 gsm imported artcard with matte finish, lamination, printing</b> in different colours having photographs)		
6.	All inclusive rates for printing of Booklet/Brochures with CD of <b>20-25 pages in size of 5.5" x 8.5" in hard/soft cover of about 200 to 350 copies of English Version of Reports</b> as per the sample provided to printer		
7.	All-inclusive rates for printing of Booklet/Brochures with CD of <b>20-25 pages in size of 5.5" x 8.5" in hard/soft cover of about 200 to 350 copies of Hindi Version of Reports</b> as per the sample provided to printer		
8.	All-inclusive rates for the digital printing of ten (10) hard bound signatory copies without facsimile signatures with gold embossed, black Rexene cover of high quality.		

- Note:1. The rates should be inclusive of the cost of designing, formatting, cost of coloured paper, printing, coloured screen, manual screen, binding etc. and GST and other taxes applicable.
2. The rates quoted should also include to and fro messenger service to be provided by the printer for collection of material. The rates should also include cost of delivery of required number of printed copies to the Government of Uttar Pradesh, Lucknow and to the client, as and when directed by the client.
3. Rates are to be quoted strictly as per the format of this Annexure. Any deviation from the above format will render the tender liable for rejection.
- No other charges will be paid extra.

Signature and stamp of the authorised signatory

# **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**



**FORM-I**  
**BID SECURITY FORM**

No.....

Date.....

To

Dy. Accountant General/Administration.(hereinafter called "The Client")  
Office of the Principal Accountant General (AUDIT-I) UP,  
15-A, Maharshi Dayanand Marg,

Prayagraj

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing printing services vide Tender No. ....- PAG(AUDIT)/GD(M)/REPORT/2023-24/01 dated 01.05.2024

WE .....of 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 printing of various Audit Reports. (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 in .....of 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    Signature of the Bank Authority

Address of witness

Name

Signed in capacity of

Full address of Branch

Tel No. of Branch Stamp / Seal of Bank

Fax No. of Branch

**Form-II**

**FORM FOR FINANCIAL CAPACITY**

<b>Description</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

## FORM-III

### CONTRACT AGREEMENT NO. 01 /PAG(AUDIT)/GD(M)/REPORT/2024-25/01 DATED 01.05.2024

THIS AGREEMENT is made on ..... between Sr. Dy. Accountant General (Administration), Office of the Principal Accountant General (AUDIT-I) UP, Prayagraj (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at 15-A, MaharshiDayanandMarg, Prayagraj 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 printing services.

- I. WHEREAS the Client invited bids through ~~open~~ tender, vide Notice Inviting Tender dated .....for "procuring printing services under Tender No. ....- PAG(AUDIT)/GD(M)/REPORT/2024-25/01
- II. AND WHEREAS the Contractor submitted his ~~bid~~ vide..... in accordance with the ~~bid~~ documents and represented therein that it fulfils all the requirements and has resources and competence for printing of various Audit Reports for 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 printing of Audit Reports (as desired in the Bidding Document) be performed, executed and completed by the Contractor, and wishes to appoint the Contractor for printing of various Audit Reports.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for printing of Audit Reports, 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.
- 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 printing of various Audit Reports, 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. work order 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.

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 Principal  
Accountant General (AUDIT-I) UP,  
Allahabad**

**(Authorised Signatory)**

**(Authorised Signatory)**

**Witness:**

**Witness:**

**1.**

**1.**

**2.**

**2.**

## 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 Deputy Accountant General/Administration, Office of the Principal Accountant General (AUDIT-I) UP, Prayagraj (hereinafter referred to as "The Client" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) having its office at 15-A, MaharshiDayanandMarg, Prayagraj - 211001) 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 Prayagraj 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 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 37 months** 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 Performance Bank Guarantee values, the Client shall surrender the current Performance Bank Guarantee 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 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 affected.
- (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 Prayagraj 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 be valid for **a period of 37 months** from the date of issue.
- (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

## **SECTION-10**

# CHECK-LIST

## CHECK LIST ON PREPARATION OF BIDS

S. 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?	
<b>TECHNICAL BID</b>		
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 GST Department.	
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 Departments/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?	
<b>FINANCIAL BID</b>		
8.	Is your financial Bid proposal 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?	
11.	GST Registration No.	