

भारत के नियंत्रक महालेखापरीक्षक का कार्यालय,

9, दीन दयाल उपाध्याय मार्ग, नई दिल्ली - 110124

संख्या : 108 /05/C&S/2020-21

दिनांक :18.09.2020

‘निविदा सूचना’

विषय :- “कार्यालय के सामान्य मुद्रण कार्य हेतु ‘वार्षिक दर अनुबंध’ के तहत प्रतिष्ठित प्रिंटर/सेवा प्रदाताओं के पैनल से संबंधित” ।

1.	निविदा आमंत्रण अधिकारी, कार्यालय, पदनाम एवं पता	निदेशक (कार्मिक), भारत के नियंत्रक महालेखापरीक्षक का कार्यालय, 9, दीन दयाल उपाध्याय मार्ग, न्यू दिल्ली, वैबसाइट: www.cag.gov.in
2.	विषय स्थान	सामान्य मुद्रण कार्य हेतु ‘वार्षिक दर अनुबंध’ के तहत प्रिंटर/सेवा प्रदाताओं के पैनल से संबंधित । 9, दीन दयाल उपाध्याय मार्ग, न्यू दिल्ली
3.	निविदा का प्रस्तुतीकरण	दिनांक :18.09.2020, वैबसाइट http://eprocure.gov.in/eprocure/app
4.	अ) बयाना/निविदा की सुरक्षा रकम (EMD) ब) निविदा शुल्क	रुपये 50,000/- निशुल्क

प्रस्तावित अनुसूचि:

1.	प्रकाशन (http://eprocure.gov.in/eprocure/app)	18.09.2020
2.	निविदा दस्तावेज़ डाउनलोड आरम्भ तारीख	21.09.2020
3.	स्पष्टीकरण आरम्भ तारीख	24.09.2020
4.	स्पष्टीकरण समाप्ति तारीख	25.09.2020
5.	स्पष्टीकरण प्रस्तुत करने की तारीख	28.09.2020
6.	निविदा अपलोड हेतु आरम्भिक तारीख	31-09.2020
7.	निविदा अपलोड हेतु अंतिम तारीख	09.10.2020
8.	निविदा खुलने की तारीख	12.10.2020

उपरोक्त निविदा संख्या:108/05/C&S/2020-21 दिनांक:18.09.2020 – “सामान्य मुद्रण कार्य हेतु ‘वार्षिक दर अनुबंध’ के तहत प्रतिष्ठित प्रिंटर/सेवा प्रदाताओं के पैनल से संबंधित” के संदर्भ में संलग्न नियम, शर्तों, दिशा-निर्देशों के अनुसार सीमित निविदा पद्धति द्वारा ऑनलाइन निविदाएं आमंत्रित की जाती है ।

इच्छुक निविदाकार, “केंद्रीय सार्वजनिक खरीद पोर्टल (CPPP)” की वैबसाइट <http://eprocure.gov.in/eprocure/app> से निविदा दस्तावेज़ डाउनलोड कर सकते हैं। निविदा दस्तावेज़ इस कार्यालय की वैबसाइट <https://cag.gov.in/tenders> से भी प्राप्त किए जा सकते हैं । वांछित बयाना राशि (EMD) हेतु ‘PAO, CAG’ के पक्ष में आहत बैंक डिमांड ड्राफ्ट भौतिक रूप से इस कार्यालय के स्वागत पटल (Reception counter) पर निर्धारित तिथियों के दौरान प्रस्तुत किए जाएंगे । जिसकी एक कॉपी पावती (receipt) के साथ ऑनलाइन निविदा के साथ प्रस्तुत करनी होगी । निविदाकार द्वारा भौतिक रूप से जमा की गयी EMD रशीद के बिना ऑनलाइन निविदा अपूर्ण मानी जाएंगी और खारिज कर दी जाएंगी ।

हस्ता:

(मुकेश सिंह)

वरि. प्रशासन अधिकारी (सी. एंड एस.)

Tender Enquiry No.: 108/05/C&S/2020-21

Dated:18.09.2020

Tender Notice

Subject: "Empanelment of venders under 'Annual Rate Contract' for General Printing work"

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhayaya Marg, New Delhi-110124

Tender Enquiry No.: 108/05/C&S/2020-21

Dated:18.09.2020

Section-I – Invitation of Bids

1. Proposal:

- a) This office invites online tenders from suitable agencies in trade for ‘Empanelment of vendors for general printing works under ‘Annual Rate Contract’ as per requirement and pre-approved specification.
- b) Bids shall be submitted online at CPP Portal <https://eprocure.gov.in/eprocure/app>. Bids submitted in physical mode will not be accepted, except EMD, which may be submitted in original in form of Demand Draft/Banker’s Cheque between prescribed dates and time at given location and got acknowledged. Proof/receipt of submission of EMD should be scanned and uploaded online alongwith bid offer.
- c) Intending eligible bidders may download the Tender documents/details from the “Central Public Procurement Portal (CPPP)” website <https://eprocure.gov.in/eprocure/app>. Tender Notice is also made available in this office website <http://cag.gov.in> for information.
- d) The bidders, who claim exemption for EMD, should scan and upload necessary proof online alongwith bid offer in support of his/her claim.
- e) Bidders shall not tamper/modify the tender form in any manner and provide true information in all aspects in prescribed formats.
- f) Bidders are advised to read carefully and follow the instructions provided in the ‘Instructions to the bidders’ in Tender Document, before submission their respective bids online.

2. Schedule of the proposal:

<i>Sl. No.</i>	<i>Particulars</i>	<i>Description</i>
1.	Tender Reference	No.: 108/05/C&S/2020-21 Dt. 18.09.2020
2.	Tender inviting authority	Director (Personnel), O/o the Comptroller and Auditor General of India, New Delhi
3.	Name of tender	Empanelment of vendors under ‘Annual Rate Contract’ for General Printing work
4.	Tender cost/fee	Nil
5.	Earnest Money Deposit (EMD)	Rs. 50,000/- in form of DD/Banker’s cheque, payable at Delhi
6.	Date of publication of Tender enquiry	18.09.2020, 05.00 pm
7.	Bid document download start date	21.09.2020, 11.00pm
8.	Start date for seeking clarifications	24.09.2020, 11.00 am
9.	Last date for seeking clarifications	25.09.2020, 05.00 pm
10.	Date of providing clarification to the queries	28.09.2020, 03.00pm
12.	Start date for submission/uploading of bids	31.09.2020, 11.00 am
13.	Last date and time for submission of bids	09.10.2020, 05.00pm
14.	Date of opening of Technical bids	12.10.2020, 12.00 Noon
15.	Date of opening of Financial bids	15.10.2020, 12.00 Noon
16.	Address of communication	O/o the C & AG of India, 9, Deen Dayal Updhayay Marg, New Delhi-110124
17.	E-mail ID	singhm3.cag@cag.gov.in
18.	Contact person	SAO (C&S), Phone: 011-23509373/300

Note: No bid shall be accepted after the due date and time given in the above schedule for any reasons whatsoever may be.

Section II – ‘Eligibility Criteria’

1. Eligibility Criteria:

- a. The agencies' eligibility shall be considered as on 31.08.2020.
- b. The agencies registered under 'Limited', 'Private Limited', 'Proprietorship', 'Partnership' and 'HUF' shall be eligible for participation in this Tender enquiry.
- c. The bidder must be registered under appropriate authorities i.e. GST/PAN/Income Tax etc.
- d. The agency should be having minimum three years experience of similar printing work with any Ministry/Department under Central/State Government and PSUs etc.
- e. The Agency's annual Turnover should be more than 1 Crore.
- f. The agency should be having last three financial years' income tax return and other mandatory accounts details.
- g. The bidder should have their registered office/branch office in Delhi/NCR with valid proof such as rental agreement, latest telephone bill copy, GST registration and property tax receipt etc.
- h. The agency must read all terms and conditions carefully and submit bid, if considers themselves eligible and in possession of all required documents.

2. Process for tendering:

- a. Bids shall be submitted online in two bid system (Technical Bid & Financial Bid). All documents furnished alongwith bids should be duly scanned and signed by the proprietor or authorised representative of the firm.
- b. The tender form for 'Technical Bid' prescribed at Annexure-I (enclosed) complete in all respect including proof for submission of EMD, should be submitted in first cover superscribed – **“Technical Bid –Empanelment of Printers/Vendors under Annual Rate Contract for General Printing work”**.
- c. The tender form for 'Financial Bid' prescribed at Annexure-II (enclosed) complete in all respect should be submitted in second cover superscribed –**“Financial Bid - Empanelment of Printers/Vendors under Annual Rate Contract for General Printing work”**.
- d. All corrigendum, amendment, time extension, clarification etc., to the bidders shall be hosted only on the office website and CPP Portal (e-procure) and no separate notification shall be issued through any other mode. Prospective bidders are requested to keep themselves regularly updated by visiting this office website and CPP Portal (e-procure).
- e. The due date for submission of tender/bid document (Technical) is by 05.00PM on 09.10.2020.

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3. Contents of Technical Bids (Part/Cover-I):

The bidder in this regard should submit duly signed/stamped scanned copies of following documents in the Technical Bid:

- a. Proof of submission of EMD worth Rs. 50,000/- in form of DD/Banker's Cheque drawn in favour of "PAO, CAG". The bid received without EMD will be summarily rejected.
- b. In case, the bidder claims exemption for payment of EMD, relevant and valid proof claiming exemption.
- c. Copies of Certification of Registration of the Company and Incorporation documents such as MoA, AoA etc., if applicable.
- d. Copies of GST registration certificate and PAN Card/Income Tax.
- e. Details of annual turnover for last three financial years' alongwith copies of duly audited P&L Accounts, Balance Sheet or CA Certificate.
- f. Valid Proof of having registered office/branch office in Delhi such as rental agreement, latest telephone bill copy, GST registration and property tax receipt etc.
- g. Bank details for NEFT/RTGS payment alongwith the copy of cancelled bank cheque as specified in format (Annexure-III).
- h. Proof of experience i.e. copies of work awarded for similar printing works from any Ministry/Department under Central/State Government and PSUs etc.
- i. Non disclosure agreement as per format in Annexure-IV duly filled and signed by the bidder affixing office seal.
- j. Signed copy of complete set of tender document including blank page prescribed for financial bid.
- k. Any other disclosure/related documents.

4. Contents of Financial bid (Part/Cover-II):

- a. The financial bid shall contain the financial details of tender as per format –Annexure-II
- b. Price offered for each printing work (s) under the proposed Annual Contract shall include cost of material to be used as per required specification as well as cost of labour involved.
- c. Rates of applicable GST shall clearly be indicated against each item (s) of printing job.

Section-III: Instructions to the Bidders

1. Registration:

- a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (CPPP) for participation.
- b) During enrolment/registration, the bidders should provide the correct/true information including valid e-mail ID & Phone/Mobile Number etc.

2. Preparation of bids:

- a) The bids and all accompanying documents should be legible for reading. If the documents submitted by the bidders are not legible/readable, their bid will not be considered and stands rejected.
- b) Bidders shall search the tender mentioning name of the tender or the tender ID from the published tender list available on the site and download the complete tender document and should take into account corrigendum (s)/Amendment (s), if any, published before submitting their bids.

3. Submission of bids:

- a) Bidders shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents are to be submitted, the number of documents, including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- b) Bidders are required to submit duly signed/authorised scanned copies of their bids electronically on the CPP Portal.
- c) The bids should be prepared in following two parts:

Part/Cover-I: All documents sought for evaluating/pre-qualification and technical criteria.

Part/Cover-II: Documents sought for financial offer.

4. Bid opening and Evaluation - Technical bid (Part/Cover-I):

- a) After opening of the technical bids and verifying the EMD, the technical bids shall be scrutinized and evaluated by the competent authority/committee so constitute with reference to parameters specified in the tender documents.
- b) The authority/committee will scrutinize the bids based on eligibility criteria and other compliance. The bidders shall be required to upload the self attested copies with agency's seal on each relevant documents in support of the documentary evidences for being considered during the technical

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evaluation. The technical bid not meeting minimum requirements as per the tender documents shall be rejected and their financial proposal will be unopened. The bidder qualified in all or more categories as per eligibility criteria will be considered as technically qualified bidder. Decision of the competent authority of this office will be final in this regard and binding on the bidders.

5. Opening of Financial Bid (Part/Cover-II):

- a) Commercial offer of those bidders, who fulfilled all or maximum eligibility criteria and declared technically qualified by the competent authority/committee, would be opened.

6. Clarification of bids:

During evaluation of bids, the competent authority may at its discretion ask the bidder for clarification, if any, of its bid. The request for clarification and response shall be in writing.

- a) If there is a discrepancy between the unit price and price for a minimum order for printing work (i.e. minimum 100 /300/500/1000 copies etc) shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. If the tenderer does not accept the correction of the error, his/her bid shall be rejected.
- b) The evaluation and comparison of responsive bids shall be done on the price of the goods/services offered inclusive of all Levies & Taxes as indicated in the Price Schedule of the bid document.
- c) The competent authority of this office may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- d) Competent authority may at its discretion ask, to match the lowest price quoted by other bidder for one or more items of required printing work (s) to other bidder for a healthy and competitive empanelment of prospective vendors under the Annual Contract and the bidders have to adhere to such directives.

7. Site visit:

Site visit, if required, can be made by the authorised agents only with valid identity proof for present and future purposes under prior intimation on the given numbers.

8. Earnest Money Deposit:

- a) The bidders are required to deposit Earnest Money Deposit (EMD) of Rs.50,000/- (Rupee fifty thousand only) in form of Demand Draft/Banker's cheque drawn in favour of 'PAO, CAG', payable at Delhi.

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- b) The original document of EMD, in an envelope, should be submitted in this office at Reception (East side) or with Sr. AO (C&S) in Room No.: 313, before bid submission deadline given in Section-I.

9. Refund/Retention of EMD:

- a) The EMD, without any interest accrued or as such will be refunded to the unsuccessful bidder within one month period from the date of conclusion of the tender.
- b) EMD of successful bidder will be refunded on submission of 'Performance Security' in prescribed forms under GFR-2017.

10. Forfeiture of EMD:

- a) In case, where a bidder withdraws its bid during the period of Bid validity period.
- b) In case, successful bidder fails to sign the contract or breach any of conditions of the contract.

11. Contacting the Tendering Authority:

- a) No bidder shall contact this office on any matter relating to its bid, from time of opening of bids to the time the contract is entered into. For any additional information, the competent authority reserves the right as whether such request for additional information should be considered or otherwise.
- b) Any efforts by a Bidder to influence this office in its decision on bid evaluation, bid comparison or award of contract may result in disqualification of the Bidder's bid and also forfeiture of its EMD.
- c) Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor, who resort to canvassing shall be liable to rejection on that ground alone.

12. Period of validity of bids:

- a) Bids shall be valid for 90 days after bid opening date. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the Tendering Authority may solicit the Bidders consent to an extension of the period of validity. Such request and response thereto shall be made in writing.

13. Right to accept or reject any or all bids:

- b) This office reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever may be and without thereby incurring any liability to the bidder (s).

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- c) Any deviation/irrelevant specifications in this tender will not be accepted. Final decision for accepting or rejecting any/all bid (s) will be at absolute discretion of competent authority of this office.

14. Award of contract:

- a) Finalisation of the tender will be done based on recommendation by the authorised officials/ committee members nominated by the competent authority for the purpose.
- b) Responsive bidder (s), whose offer would found technically and financially acceptable shall be considered for empanelment. The competent authority has full right to empanel for complete or partial work (s).

15. Performance Security:

- a. The successful bidder will have to submit 'Performance Security' amounting to Rs. 2 Lakh in prescribed form as prescribed under GFR-2017 Rules, which remain valid throughout contract period.
- b. If the contractor (s) fails to deposit such 'Performance Security' within the stipulated period of time, his/her empanelment shall be treated as cancelled and EMD will be forfeited.
- c. If the successful bidder had previously held any contract and furnished Performance Security in any form, the same shall not be adjusted against this contract and fresh Performance Security will require to be furnished.
- d. If the successful bidder fails or neglects to perform any of his obligations under the contract, it shall be lawful for the Client to forfeit the same either in whole or in part, in its absolute discretion.
- e. The Performance Security will be refunded to the contractor after expire of the empanelment, based on written request alongwith no dues certificate from the Client.

16. Annulment of Award:

- a) This office reserves the right to cancel the order without assigning any reason, whatsoever may be, at any stage.
- b) This office reserves the right to terminate empanelment in case of violence of terms & conditions or non-fulfilment of any of essential requirements at any stage even between the contract period. The decision of the competent authority of the Client office shall be final in this regard and binding on the vendors.

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- c) This office reserves the right to disqualify the contractor for a suitable period who habitually failed to take the services. This office also reserves the right to blacklist a bidder for suitable period in case he/she fails to honour his/her bid without sufficient and reasonable grounds.

Section-IV: 'General Conditions'

1. Definitions:

General: In this contract, the following terms shall be interpreted as indicated:

- a. **Tendering Authority:** means the Director (Personnel), O/o the Comptroller and Auditor General of India.
- b. **Agreement:** the work 'Agreement' and 'Contract' has been used interchangeably.
- c. **Client:** office of the Comptroller and Auditor General of India.
- d. **Bidder:** means any vendor that is participating in the tender process.
- e. **Party:** means the 'Successful Bidder', to whom the work order for printing work has been awarded and the Client – 'Office of the Comptroller and Auditor General of India'.
- f. **Letter of Acceptance (LOA):** means the intent of Client to engage and empanel the successful bidder for required printing work.
- g. **Contractor:** means the successful bidders (s), who have been empanelled by the Client for required printing work.

2. Scope of work:

- a. The Contractor (s)/empanelled agencies shall be providing the printing services for printing various items such as Books/Brochures/Magazines/Manuals (in single or multiple colours), Letter heads, Note-book, file covers, visiting cards, folder, invitation cards, vehicle parking sticker/name plates/name badges (plain/colour), lamination and binding etc., with material.
- b. The charges shall be paid according to agreement made between both parties at the end of bidding process. A schedule of prices shall be annexed to the LOA after finalisation of rates and conclusion of bidding process.

3. Commencement of services: The contract shall become legally binding and in force upon:

- a. After issuance of Letter of Acceptance (LoA) by the Client to the empanelled contractors.
- b. Submission of 'Performance Security' in appropriate form in terms of tender document.
- c. The work orders, which shall be issued to empanelled contractor (s) as and when need arises.

4. Conditions of contract:

- a. If the contractor fails to execute the job within the stipulated time or leaves the jobs incomplete or refuses to take or complete the work or takes more time than the schedule fixed without any valid

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- and convincing reasons then the contractor will be liable to be penalised. In such a case, Client reserves the right to impose penalty at his discretion from 1% to 10% of the order value. Client further reserves the right to termination of empanelment/contract without any advance notice and agency will be black-listed.
- c. The Contractors' claims will be accepted and admitted only after satisfactorily completion and approval of job and also delivery of ordered material without any deviation. The contractor should submit pre-receipted bills in triplicate accompanied by duly signed and stamped receipt of material delivered. The contractor needs to submit job-wised bills and not in bunch.
 - d. The Client reserves the right to get any or whole job (s) done from any of empanelled contractors enlisted in the panel.
 - e. In case of any dispute arising out of the job contract, the decision of the Client shall be final and binding.
 - f. As it is planned to prepare a panel of more than one contractor, the jobs can be given a contractor, who execute quality work within stipulated time period or even within a tight schedule as and when required.
 - g. As far as possible, printing work shall be entrusted to the empanelled printers equally subject to satisfactory performance. The empanelled contractors shall execute the work as may be assigned, as per schedule of production and delivery in a professional manner. Refusal to accept and execute the work orders shall be reviewed as violations of the provisions of the contract.
 - h. The Contractor would only be paid for the job done by them as a whole. No claim for any other operations involved in the production such as typing, composing, processing, inputting of photographs in digital format, scanning/outputting, cutting etc., what so ever may be, will be entertained.
 - i. To and fro free messenger service will be provided by the contractor for collecting the material/orders from the Client office and delivery of the ordered items back to the Client site or any other location as per directions issued to this regard by the authorised officer/official of the Client office and the contractor will have to adhere to.
 - j. Quality of services and material used i.e. ink/paper/printing etc. should be of high standard, which shall not be compromised and reviewed periodically. Failure of contractor in this regard shall attract appropriate penalty at full discretion of the Client and binding on the contractor.
 - k. In any case, the contractor fails to maintain the standard of services and quality of printer and material used as per requirement of Client and delivers lows quality material, the same will be returned as such and no claim, what so ever, will be entertained against the same. This will also entail enforcement of penalty and termination of empanelment at full discretion of the Client.
 - l. No enhancement in prior approved and agreed rates will be entrained during the period of contract.

- m. Penalty would be levied as per provisions of the contract in case, default in maintaining time schedule, delayed in completion, poor printing quality and material used and short supply or defected material. Decision of the competent authority of Client office will be final in this regard and binding on the contractor.
- n. Appropriate deduction in the bills on account of short supply or inferior quality, would be done by at full discretion of the Client and binding on the contractor.
- o. Performance Security is liable to be forfeited, if the contract selected for the work fails to confirm the acceptance of the order within seven days from the date of intimation or fails to start the work from the date of commencement given in the work order.
- p. The award of printing work will be made on the basis of evidence of their experience and performance in their respective fields and not merely on the basis on lowest rate basis.
- q. The Contractor entrusted with printing jobs shall execute the work in profession manner maintaining optimum and high standards in all respect, without any compromise at any stage of work execution.

5. Contractor obligations:

- a. The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claim, losses or damages sustained by it or them by reasons of any breach of contract, wrongful act or negligence by the Contractor or any of its agent, employees engaged in providing printing services throughout the contract period.
- b. The contract shall not sublet, transfer or assign the contract or any part thereof to any other contractor, except where otherwise provided in the contract, without prior written consent of the Client. Such consent, if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any agents, his agents', servants or workmen.
- c. In the event of Contractor contravening this condition, the Client shall be entitled to place the contract elsewhere on the contractor's risk and cost. In such a case, the contractor shall be liable for any loss or damage, which the Client may sustain in consequences or arising out of such replacement of the contract. This shall further lead to terminate the empanelment and forfeit the Performance Security in full or partially at full discretion of the Client and binding on the contractor.

6. Validity of Contract:

- a. The contract for empanelment, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the Performance Security deposited by the contract and initiating administrative action for black listing at sole discretion of the competent authority of Client office.

- a. The initial period of one year can be further extended subject to rendering satisfactory services during the period at sole discretion of the competent authority of Client office. However, the total period of the contract shall not exceed three years i.e. initial one year and further two years.

7. Term of payment:

- a. The payment shall be released as per offered and agreed prices of each printing work with material under the Annual Contract. In this regard, a price schedule shall be annexed to the 'Letter of Acceptance' to be issued to the successful bidders after empanelment.
- b. The prices in the price schedule shall be exclusive of taxes as applicable and the same be charged in addition to the applicable rates.
- c. The Contractor shall raise invoice by referring the purchase/work order of the Client's office after successful delivery of the ordered material. The Client shall make all endeavours to make payment as early possible from the date of receipt of such invoice.
- d. The prices offered and agreed by both the parties shall be valid for a period of one year. No price escalation shall be entertained by the Client for any reasons, what so ever may be, during the contract period.
- e. After expiry of the initial period of the Contract of one year and if the Contract is renewed further as per requirement of the Client, the cost shall be decided mutually by both the parties.
- f. In case of any additional procurement/work, which are not specified in the price schedule, the Client shall pay the charges as per prevailing market rates or mutually agreed for the same.
- g. All payment shall be made through online transfer methods (NEFT/RTGS) only or Account Payee Cheque in exceptional cases.
- h. The Client shall be entitled to deduct in accordance with applicable law, TDS or withholding tax or other deductions (as the case may be) from any payments made to the contractor and the amount so deducted shall be deemed to be a payment made to the contractor. Client shall provide a certificate certifying the deduction so made.
- i. No payment shall be made in advance for any reasons, what so ever may be.

8. Force Majeure:

- a. "Force Majeure" shall mean any event beyond the control of Client or 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, war, civil commotion, civil war, conspiracy, riot, strike, sabotage, unlawful lockout, epidemics, earthquake, fire or other natural disaster.

- b. As soon as reasonably practicable but no more than 48 hours following the date of commencement of any event of Force Majeure, an affected party shall notify the other party of the event of Force Majeure setting out, inter-alia:
- 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,
- a. 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.
- b. 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 its obligations affected thereby.
- c. Any other relevant information concerning the force Majeure and/or the rights and obligations of the parties under the contract.

9. Governing law and settlement of dispute:

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 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 rule make thereunder including any modifications, amendments and future enactment thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

10. Jurisdiction: this Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of Delhi Courts only.

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

- a. 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 from receiving notice of such breach” or
- b. The Contractor may be terminated forthwith by the Client by giving written notice to the Contractor , if:
- c. In case of breach of any terms and conditions of the Contract by the Contractor. The Competent Authority of the Client shall have the full right to cancel the Contract without assigning any reasons thereon and nothing will be payable by the Client. At such an event, the security deposited by the contractor in the form of Performance Security shall be forfeited and encashed.

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- d. If the Contractor does not provide the required services satisfactorily as per the requirements of the Client or as per the Schedule of Requirements.
- e. If the Contractor is declared bankrupt and becomes insolvent.

12. Disclaimer:

- a. The relatives/near relatives of employees of the Client are prohibited from participation in this bidding. The near relatives for this purpose are defined as:
 - (i) Members of a Hindu Undivided family,
 - (ii) Their husband or wife,
 - (iii) The one is related to the other in the manner as father, mother, son (s), son's wife (daughter-in-law), daughter (s) & daughter's husband (son-in-law), brother (s) & brother's wife, sister (s) and sister's husband (brother-in-law).
- b. A certificate for Non-Participation of near Relatives in this tender process shall be provided in prescribed format '**Annexure-V**'.

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Section IV

'Schedule of item/Scope of work'

The scope of work is for printing and supply of various item (s)/material as per requirement and prior approved specifications at agreed rates under the Annual Rate Contract between both the parties as per schedule of item/scope of work attached (**Annexure-VI**):

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhyaya Marg, New Delhi-110124

Annexure-I: Technical Bid

Duly self attested copies with office seal of each required document (s) are to be uploaded as stated below:

a) Details of the bidder:

Name of firm : _____
Name of authorised person : _____
Designation : _____
Contact No. (Mobile/Landline) : _____
E-mail ID : _____
Corresponding Address : _____

- | | |
|--|--------|
| b) Proof of submission of EMD | Yes/No |
| c) In case of exemption availed for EMD, a valid certificate from NSIC/MSME etc. | Yes/No |
| d) Experience - copes of similar work orders awarded by the Ministries/Department under Central/State Government and PSUs etc. | Yes/No |
| f) Copies of Original Registration Certificates: | |
| (i) Incorporation Documents such as MoA and AoA etc. | Yes/No |
| (ii) GST Registration Certificate | Yes/No |
| (iii) PAN Card Number/Income Tax Number | Yes/No |
| (iv) Incorporation Certificate/Registration of the Company | Yes/No |
| g) Audited financial statements for last three financial years (copies of P&L statements alongwith Balance sheet for last three years | Yes/No |
| i) Copy of proof having Registered office/branch office in Delhi with valid proof such as rent agreement/latest telephone bill copy/GST registration certificate/property tax receipt etc. | Yes/No |
| j) Bank details for NEFT payment alongwith copy of cancelled bank cheque as per format in Annexure-III. | Yes/No |
| k) Non Disclosure agreement as per format in Annexure-IV. | Yes/No |
| l) Certificate for non participation of relatives in Annexure-V | Yes/No |
| m) Self attested bid document duly signed and affixing agency seal in all pages including blank financial bid page. | Yes/No |

I/We certify that all terms and conditions of the bid/tender documents are acceptable to us.

Signature of authorised person

Name:

Designation:

Company Seal:

Date:

Place:

Annexure-II

Financial Bid: as per attached Schedule of items/work and BOQ:

Signature of authorised person

Name:

Designation:

Company Seal:

Date:

Place:

Annexure-III

Bank Details for NEFT/RTGS Payment:

<i>Sl. No.</i>	<i>Particulars</i>	<i>Description</i>
1.	Name of Bank	
2.	Branch Name	
3.	Account type	
4.	Account No.	
5.	Name of Account holder (s)	
6.	IFSC Code	

Note: The bidder is requested to enclose copies of bank cancelled cheque for verification of details.

Signature of authorised person

Name:

Designation:

Company Seal:

Date:

Place:

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhayaya Marg, New Delhi-110124

Annexure-IV

'Non-Disclosure agreement'

Tender Inviting Authority	Bidder/Contractor
Office of the Comptroller and Auditor General of India Pocket-9, Deen Dayal Updhayay Marg, New Delhi-110124 Phone: 23509286	

1. I/We, the undersigned certify that I/We have gone through the requirement and terms & conditions of the tender enquiry and undertake to comply with the same.
2. The rates quoted are final and binding upon us.
3. I/We give the rights to the competent authority of Client office to take appropriate action as deems fit in case, contravenes of any of directions or terms & conditions of the tender enquiry is observed against the firm or its representative (s) at any stage.
4. I/We hereby agree and undertake to maintain such information as confidential and undertake not to use any of part or the whole of such information, directly or indirectly learnt at location for any other purpose other than executing the scope of work for general printing work under Annual Rate Contract at 9, DDU Marg, New Delhi or any other specified location (s).

Signature of authorised person

Name:

Designation:

Company Seal:

Date:

Place:

Annexure-V

‘CERTIFICATE’

(Certificate on Non-Participation of near Relatives in the tender)

I.....s/o.....r/o.....
.....hereby certify that none of my relative (s) as defined in Section-IV, Para-12 (b) of General Conditions of tender document is/are employed in any of offices of IA&AD. In case at any stage, it is found that the information given by me is false/incorrect, the Client office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Signature of authorised person

Name:

Designation:

Company Seal:

Date:

Place:

Annexure-VI

“Schedule of items/Scope of work”

Sl. No.	Description of Work
i	Typesetting/Composing : Rates for Laser Typesetting (DTP) text both in English and Hindi or bilingual for different sizes (per page cost)
ii	Scanning (Rate Per Page / Photo)
iii	Printing with material at 80 GSM, 90 GSM and 95 GSM (Litho Paper/Sunshine Super Print paper / Art Paper (per 1000 copies): (a) Single Colour (b) Double Colour (b) Four Colour
iv	Printing on Art Card (including cost of Art Card) of 300 GSM, 250 GSM, 130 GSM-90 GSM (per 1000 copies)
v	Lamination: (Lamination using high quality film) a. Glossy /Mat finish lamination
vi	Binding: a. Ordinary Binding: Per Book including cutting, folding, gathering with cover for all sizes, cutting and folding of folders and materials (each book upto 100 pages) b. Hard Binding: Per Book including cutting, folding, gathering, section sewing, with cover for all sizes, cutting and folding of folders (each book upto 100 pages) c. Viro Binding with PVC cover: per book cost
vii	Printing of Visiting Cards (including cost of paper): a. On synthetic paper with logo (100 cards) b. On hand made paper ivory card with golden logo embossing (100 cards) c. On hand made paper 250 GSM with golden logo (100 cards)
viii	Printing of Letter Heads: (including cost of paper): a. D.O. Letter heads on imported paper (100 GSM with golden embossing each pad (100 sheet) b. D.O. Letter heads on hand made paper (100 GSM with golden embossing (pad of 100 sheet) c. D.O. letterheads on executive bond paper (90 GSM) with ordinary logo (red/blue) (pad of 100 sheet) d. Ordinary letterheads on executive bond paper (90 GSM) with logo (red/blue) (pad of 100 sheet)
ix	Printing of File Covers (including cost of material): a. Ordinary file covers hand made with two colour printing and eyelites/Patti etc. with printing of phrases inner side (per unit cost) b. Thick file covers with two colour printing eyelites /patti etc. (per unit cost)
x	Printing of Spiral Slip Pads (including cost of all material): a. In two colour printing with logo, ruled and plain with cover (25 sheets, 50 sheets, 75 sheets and 100 sheets in each pad) b. In four colour printing with logo, photo with cover (25 sheets, 50 sheets, 75 sheets and 100 sheets in each pad)

xi	Printing of Plastic folder in two colour printing with logo including cost of all material (per unit price)
xii	Printing of Personnel File Cover of Senior Group Officers (per unit price)
xiii	Printing of Envelops including material (per 1000 Envelopes) : <ul style="list-style-type: none"> a. Cloth lined envelopes brown (16 x 12 – SE-8A) b. Cloth lined envelopes brown (10x12) c. Cloth lined envelopes brown (SE- 7A) d. Envelopes Plain (SE-7) e. Envelopes Plain Brown (9 x 4) f. Envelopes plain window brown (9 x 4) g. Envelopes plain (pain brown 11 x 5) h. Envelopes (window brown 11 x 5) i. Envelopes plain (16 x 12 SE-8) j. White Envelopes A-4 Size self sticking k. White Envelopes self gumming (11 x 5)
xiv	Printing of Invitation Card (Ivory Card /Handmade paper): per 100 cards
xv	Printing of Carry Bags with material (plain/ floral): (Handmade papers with required inscription min. 300/500 pcs (per unit cost) <ul style="list-style-type: none"> (i) 10"x11" size (width & depth) (ii) 17"x15" size(width & depth) (iii)12"x16" size(width & depth)
xvi	Printing of Meeting Folders with required inscription and material (600 GSM Card Sheets): min. 150/300 pcs (per unit cost)
xvii	Digital Printing (per page cost)
xviii	Digital Printing (cover) per unit price
xix	Vehicle Parking Stickers (Round Shape): 4" size 5" size 7" size (per 100 Stickers)
x	Printing of Lanyard (including material of selected sample): per unit price
xi	Printing of Name Badges (including material of selected sample): per unit price
xii	Printing of Name Plates for Dias (selected sample): per unit price
xiii	Printing of Delegates Name Plates (selected sample): per unit price
xiv	Printing of Photo Frame (selected sample): per unit price