

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
9, Deen Dayal Updhyaya Marg, New Delhi-110124

Tender Enquiry No.: /04/05/C&S/RC/2020-21 Vol.I

Dated: 23.01.2024

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 Updhyaya Marg, New Delhi-110124

Tender Enquiry No.: /04/05/C&S/RC/2020-21 Vol.I

Dated: 23.01.2024

Section-I – Invitation of Bids

1. Proposal:

- a) This office invites online tenders through 'Central Public Procurement Portal (CPPP)' from suitable agencies in trade for empanelment under 'Annual Rate Contract' for 'General Printing work' of this office as per requirement and pre-approved specifications.
- b) Bids shall be submitted online through 'Central Public Procurement Portal (CPPP)' (<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 the given location and may be acknowledged. Proof/receipt of submission of EMD should be scanned and uploaded online alongwith bid offer.
- c) Intending eligible bidders may download the 'Notice Inviting Tender (NIT)/Bid Document from the online 'CPP Portal' (<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 from submission of 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 and correct information in all respect in the prescribed formats provided alongwith this NIT.
- f) Bidders are advised to read carefully and follow the instructions provided in the 'Instructions to the bidders' in Tender Document, before submission of their respective bids online.

2. Schedule of the proposal:

| Sl. No. | Particulars | Description |
|---------|--|---|
| 1. | Tender Reference | No.: /05/C&S/RC/2020-21 Vol.I Dated: .01.2024 |
| 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 | 23.01.2024 by 3.00 pm |
| 7. | Bid document download start date | 23.01.2024 from 5.00 pm onwards |
| 8. | Start date for seeking clarifications | 24.01.2024 from 10.30 am onwards |
| 9. | Last date for seeking clarifications | 25.01.2024 by 5.00 pm |
| 10. | Date of providing clarification to the queries | 29.01.2024 from 10.30 am onwards |
| 12. | Start date for submission/uploading of bids | 30.01.2024 from 10.30 am onwards |

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|-----|---|--|
| 13. | Last date and time for submission of bids | 09.02.2024 by 5.00 pm |
| 14. | Date of opening of Technical bids | 12.02.2024 at 11.00 am |
| 15. | Date of opening of Financial bids | 16.02.2024 at 11.00 am |
| 16. | Address of communication | Office of 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 what so ever, it may be.

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

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Section II – ‘Eligibility Criteria’

1. Eligibility Criteria:

- a. Eligibility of the bidders/agencies shall be considered as on 31.12.2023.
- b. The agencies registered under ‘Limited’, ‘Private Limited’, ‘Proprietorship’, ‘Partnership’ and ‘HUF’ shall be eligible for participation in this Tender enquiry.
- c. The agency 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 2 Crore during last three years (in each year separately).
- 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/printing press in Delhi/NCR with valid proof such as rental agreement, latest telephone bill copy, GST registration and property tax receipt etc.
- h. The agency should have its proper setup and sufficient manpower and must having latest high quality printing machineries and other relevant equipment.
- i. The agency must read all terms and conditions carefully and submit bid, if considered themselves eligible and in possession of all essential 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 with rubber stamp.
- 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 for eempanelment 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 for eempanelment under 'Annual Rate Contract' for General Printing work"** at later stage as per due procedure on CPP Portal.
- d. All corrigendum, amendment, time extension, clarification etc., if any, to the bidders shall be hosted only on online CPP Portal or this office official website 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. The due date for submission of Tender/Bid document (Technical) is by 09.02.2024 at 5.00 pm.

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

The bidder in this regard should submit duly singed and 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 from payment of EMD, relevant and valid proof claiming exemption.
- c. Copies of certification of Registration of the Agency and Incorporation documents such as MoA, AoA etc., wherever is applicable.
- d. Copies of GST registration certificate and PAN Card/Income Tax, Aadhar and Voter's photo ID Card.
- e. Duly certified/audited details of annual turnover and copies of mandatory accounts for last three financial years (2020-21, 2021-22 and 2022-23) separately.
- f. Details with proper corresponding address of present offices/branch offices/workplaces/printing presses in Delhi/NCR alongwith valid Proof such as rental agreement, latest electricity/telephone bill copy, GST registration and property tax receipt etc., separately in each case.
- g. Bank details for NEFT/RTGS payment alongwith the copy of cancelled bank cheque as specified in format (**Annexure-III**) enclosed.
- h. Proof of experience i.e. copies of work orders received for printing works from Ministries/Departments under Central/State Government and PSUs etc., during last three years (2020-21, 2021-22 and 2022-23).
- i. Duly filled, singed & stamped 'Non-disclosure agreement' in **Annexure-IV** (enclosed).
- j. Duly singed and stamped copy of complete set of NIT/Tender including Blank Page specified for Financial bid.
- k. Item wise details of available printing machine/equipment.

- l. Details of presently working staff, including Coordinator/designer/programmer/field staff etc. and their association/tenure with the agency.
- m. Any other disclosure/related documents.

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

- a. The financial bid shall contain the financial details of the Tender as per format –**Annexure-II** (enclosed).
- b. Price offered for each categorised print work under the proposed ‘Annual Rate Contract’, shall include applicable GST, cost of required/preferred material, labour and transportation with loading/unloading at both ends while picking work orders and delivering the ordered material at location (s) of this office.

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhyaya Marg, New Delhi-110124

Tender Enquiry No.: 104/05/C&S/RC/2020-21 Vol. I

Dated: 23.01.2024

Section-III: Instructions to the Bidders

1. Registration:

- a) Bidders are required to register themselves on the CPP Portal under appropriate category of services for online participation in this tender.
- b) During enrolment/registration, the bidders should provide the correct and true information including valid Name, e-mail ID, corresponding address (s) and active contract numbers, landlines as well as mobile as the case may be.

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 portal and download the complete tender document and should take into account corrigendum (s)/Amendment (s), if any, published before submitting the respective bid.
- c) A copy of the tender document is also made available on this office official website <https://cag.gov.in>

3. Submission of bids:

- a) Bidders shall go through the tender document carefully to understand the documents required to be submitted as a part of the Technical bid.
- b) 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 to this regard may lead to rejection of the bid.
- c) Bidders are required to submit duly signed/authorised scanned copies of their bids electronically on the CPP Portal.
- d) The bids should be prepared in following two parts:

Part/Cover-I: All documents sought for evaluating 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 by the appropriate committee so constitute with reference to parameters specified in the NIT.
- b) The 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 evaluation.
- c) 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. 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:

- a. 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.
- b. If there is any 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 bidder does not accept the correction of the error, his/her bid shall be rejected.
- c. 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.
- d. 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.
- e. 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 fair and competitive empanelment of prospective vendors under the Annual Rate 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.
- 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 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 the 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 his/her bid and also forfeiture of 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 bidder's 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).

- c) Any deviation/irrelevant specifications in this tender will not be accepted. Final decision for accepting or rejecting any or all bids 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 this purposes.
- b) Responsive bidder (s), whose offer would found technically and financially acceptable shall be considered for empanelment. The competent authority will have full right to empanel for complete or partial work.

15. Performance Security:

- a. The successful bidder will have to submit 'Performance Security' amounting to Rs. 3 Lakh in prescribed form as prescribed under GFR-2017 Rules, which remain valid throughout the contract period.
- b. If the agency (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 present contract and afresh 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 this office 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 expiry of the empanelment, on written request basis or the original may be kept in records and a letter of disclaimer may be issued in favour of the concerned agency. Decision of the competent authority of this office will be final in this regard and binding on the contractor.

16. Annulment of Award:

- a) This office reserves the right to cancel any work order awarded under the contract at any stage without assigning any reason, whatsoever it may be.
- b) This office reserves the right to terminate empanelment in case of violence of any of terms & conditions or non-fulfilment of any essential requirements at any stage even between the contract period. The decision of the competent authority of this office shall be final in this regard and binding on the contractor (s).
- c) This office reserves the right to disqualify any 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 the contract 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, Plastic/paper folder, invitation cards, vehicle parking sticker/name plates/name badges (plain/colour), lamination and binding etc., with usable material.
- b. The charges shall be paid according to the agreement made between both the 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 successful bidders and their acceptance.
- 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 required.

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 and convincing reasons, then the contractor will be liable to be penalised. In such a case, this office reserves the right to impose penalty at his discretion from 1% to 10% of the order value. This office further reserves the right to terminate his/her empanelment/contract without any advance notice and the agency may be black-listed from the whole department.
- b. The Contractors' claims will be accepted and admitted only after satisfactory completion and approval of the job and also delivery of ordered material with proper delivery challan 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 with complete description and not in bunch.
- c. The Client reserves the right to get any or whole job (s) done from any of empanelled contractors enlisted in the panel.
- d. In case of any dispute arising out of the work contract, the decision of the Client shall be final and binding.
- e. As it is planned to prepare a panel of more than one contractor, the jobs can be given a contractor, who executes quality work within stipulated time period or even within a tight schedule as and when required.
- f. 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 completion for assigned work and delivery in a professional manner. Refusal to accept and execute any work order shall be reviewed as violations of the provisions of the contract.
- g. The Contractor would only be paid for the job done by them as a whole. No claim for partial work or 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.
- h. 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 material back to the Client site or any other location (s) as per directions issued in this regard by the authorised officer/official of the Client office and the contractor will have to adhere to.
- i. Quality of the services and material used i.e. ink/paper/printing etc. should be of high standard, which shall be reviewed periodically and should not be compromised. Failure of contractor in this regard shall attract appropriate penalty at full discretion of the Client and binding on the contractor.
- j. In any case, the contractor fails to maintain the standard of the required services and quality of printer and material used as per requirement of the Client and delivers low quality material, the same will be returned as such and no claim, what so ever it may be, will be entertained against the same. This will also entail enforcement of penalty and termination of empanelment at full discretion of the Client.

- k. No enhancement in prior approved and agreed prices will be entrained during the period of contract.
- l. 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 this office will be final in this regard and binding on the contractor.
- m. 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.
- n. Performance Security is liable to be forfeited, if the contract fails to confirm the acceptance of the work 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.
- o. 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.
- p. 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.
- q. Any empanelled contractor may be awarded any specific print work occasionally even if it does not cover under the Annual Contract, on price comparison basis with other empanelled agencies or prevailing market rates subject to his/her past performance, quality of work and delivery time within given time schedule.

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 contractor 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 with the 'Letter of Acceptance' to be issued to the successful bidders after empanelment.
- b. The prices in the price schedule shall be including of taxes as applicable.
- 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, it may be, during the currency of the contract.
- 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 rates 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, it 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 not 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.

- 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**'.

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhyaya Marg, New Delhi-110124

Tender Enquiry No.: /07/05/C&S/RC/2020-21 Vol.I

Dated: 23.01.2024

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 - copies of similar print work orders awarded by the Ministries/Department under Central/State Government and PSUs etc. during last three years. | 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) Duly audited/verified annual turnover and 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 offices/branch offices/workstation/printing press etc. in Delhi/NCR with valid proof such as rent agreement/latest telephone bill copy/GST registration certificate /property tax receipt etc. in case separately. | Yes/No |
| j) Bank details for NEFT/RTGS 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:

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhyaya Marg, New Delhi-110124

Annexure-II

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

Signature of authorised person

Name:

Designation:

Company Seal:

Date:

Place:

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhyaya Marg, New Delhi-110124

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 Updhyaya 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 Updhyaya 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 the 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:

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhyaya Marg, New Delhi-110124

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:

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA

9, Deen Dayal Updhyaya Marg, New Delhi-110124

Annexure-VI

“Schedule of items/Scope of work”

| Sl. No. | Description of Work (including material in case) | Price (incl. GST as applicable) |
|----------------|--|--|
| 1. | Composing/Typesetting/Designing: Per page price (as per requirement of this office) (both in English and Hindi or bilingual) | Rs. |
| 2. | Scanning (Text / Photo): Per page price | Rs. |
| 3. | Printing of Brochure/Magazine/Manual/Guidelines: Per page cost at 80 GSM, 90 GSM and 95 GSM (Litho/Supershine/Art Paper) Single Colour a. Price for upto 500 copies b. Price for 501 to 1000 or above copies Double Colour a. Price for upto 500 copies b. Price for 501 to 1000 or above copies Four Colour a. Price for upto 500 copies b. Price for 501 to 1000 or above copies Cover page: 250 -300 GSM (single/double/four colour): Per page cost | Rs. Rs. Rs. Rs. Rs. Rs. |
| 4. | Lamination: Glossy/Matt finish using high quality film (Per page cost) | Rs. |
| 6. | Binding: for all sizes (Per book cost) as approved sample in each case a. Ordinary Binding: Each book upto 100 pages Each book containing more than 100 pages b. Hardboard Binding: Each book upto 100 pages Each book containing more than 100 pages c. Wiro Binding with PVC cover: for any size and numbers of pages | Rs. Rs. Rs. Rs. Rs. |
| 7. | Visiting Cards with golden embossed logo: Per 100 cards cost (in any of preferred colour and pre-approved sample) a. Synthetic paper b. Ivory/textured paper | Rs. Rs. |

| | | |
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| | c. Handmade paper | Rs. |
| 8. | Letter Heads: Pad of 100 sheets cost as per approved sample a. D. O. Letter heads on Imported bond paper (100 GSM) with gold logo (embossed/foiling) b. D. O. Letter heads on handmade paper (100 GSM) with gold logo (embossed/foiling) c. D. O. letterheads on Executive bond paper (90 GSM) with ordinary logo (red/blue) d. Ordinary letterheads on Executive bond paper (90 GSM) with logo (red/blue) | Rs. Rs. Rs. Rs. |
| 9. | File Covers: in any of preferred colour with required text and logo, Eyelites/Patti etc. (Per unit cost) as per approved sample: a. Ordinary mill-made/handmade (250 gm or more) b. Thick (600 gm or more board) | Rs. Rs. |
| 10. | Ruled Spiral Note Pads with appropriate cover: in any of preferred colour with required text and logo (as per approved sample): (Per pad cost) a. 25 sheets, b. 50 sheets c. 75 sheets | Rs. Rs. Rs. |
| 11. | Plastic folder with required text and logo etc.: (Per unit price) (as per approved sample) | Rs. |
| 12. | Envelope: with required text and logo as per approved sample (Per 1000 units): a. Cotton cloth lined envelopes brown (16" x 12" – SE-8A) b. Cotton cloth lined envelopes brown (10"x12") c. Cotton 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 (plain 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 with inside transparent lining & self-sticking k. White Envelopes (11" x 5") with inside transparent lining & self-sticking | Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs. Rs. |
| 13. | Printing of Invitation Card (Ivory Card /Handmade paper): Per 100 cards cost (as per-approved sample) | Rs. |
| 14. | Printing of Carry Bags (plain/ floral): (Readymade/Handmade papers with required inscription and office logo etc. (Per unit cost): (as per pre-approved sample) | |

| | | |
|-----|--|--|
| | (i) 11"x10" x 3" size (width x height x side gadget) Mill-made Hand-made (ii) 17"x15"x 3.5" size (width x height x side gadget) Mill-made Hand-made (iii) 12"x16"x 3.5" size (width x height x side gadget) Mill-made Hand-made | Rs. Rs. Rs. Rs. Rs. Rs. |
| 15. | Gift envelope: (250-300 GSM White Art paper –Matt/Glossy): Per envelope cost (as per approved sample) a. Long – 4"x15" (with required inscription – embossed in any colour) b. Rectangle – 8"x 9" (with required inscription – embossed in any colour) c. Long – 4"x15" Plain without inscription d. Rectangle – 8"x 9" Plain without inscription | Rs. Rs. Rs. Rs. |
| 16. | Wrapping sheet – with required inscription/logo/theme/design on Art/handmade paper of 150-200 GSM as per approved sample (Per 100 unit cost) | Rs. |
| 17. | Thick Paper Folder (500-600 GSM Art, white/off-white paper) with required inscription and logo in Gold embossed foiling: Per unit cost (as per pre-approved sample) | Rs. |
| 18. | Digital Printing: Per page cost (in any size) | Rs. |
| 19. | Digital Printing (Cover page): 250 and above GSM (Per page cost) | Rs. |
| 20. | Vehicle Parking Stickers (Round Shape): as per approved specifications/ colour/ text/logo/theme/design with separate gumming sheet (Per 100 Unit cost) 4" size 5" size 7" size | Rs. Rs. Rs. |
| 21. | Printing of Lanyard (including material): As per approved sample in multi-colour (Per 50 Unit cost) | Rs. |
| 22. | Printing of Name Badges (including material): Per Unit price a. Art paper b. Acrylic sheet c. Non-tearable paper | Rs. Rs. Rs. |
| 23. | Acrylic Name Plates cases: as per pre-approved sample (Per Unit Cost) a. Dias (U-shape) | Rs. |

| | | |
|-----|--|-------------------|
| | b. Standing (T-shape) c. Tent shape | Rs. Rs. |
| 24. | Printing of Name Plates: Art card – 250-300 GSM (as pre-approved sample or requirement) Per unit cost a. Simple white background b. Coloured background c. Event's thematic | Rs. Rs. Rs. |