

Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Phone No.-011-25302149, 50 &51 Mail ID:purchasebranch@ipu.ac.in Website: http://www.ipu.ac.in

Dated: 09.11.2020

TENDER NO. 03 /PUR/GGSIPU/2020-21

E-TENDER (NIT)

Registrar, Guru Gobind Singh Indraprastha University invites e-tender from reputed and eligible contractors/firms in two bid system (Technical & Financial) for the **Rate Contract for designing,** printing and supply of examination answer booklets for examination branch for two years and extendable for another one year with mutual consent. Tender document can also be downloaded from Delhi Govt. e-procurement website i.e. www.govtprocurement.delhi.gov.in. The tender document can also be viewed on University website i.e. www.ipu.ac.in.

1.	Name of work	Rate Contract for designing, printing and supply of examination answer booklets for examination branch for two years & extendable for another one year with mutual consent at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078.							
2.	The EMD alongwith covering letter must be submitted as per the last date, time and venue for submission (No other documents need to be submitted in hard copy). The last date and time of uploading technical and financial bid on e-procurement website.	03.12.2020 Up to 1:00 p.m. in the office of Dy. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078							
3.	Date, time and venue for opening of Technical bid	03.12.2020 at 02.30 p.m. in the office of Dy. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078.							
4.	EMD	Rs.8,10,000/- (Eight Lacs Ten Thousand Only) in favour of Registrar, GGSIP University payable at New Delhi							
5.	Cost of Works	Rs. 2.70 Crore (approximately)							
6.	The bids shall be submitted in two bid system viz.(i) <i>Technical bid and</i> (ii) <i>Financial bid.</i> The Technical & Financial bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in.								
7.	Financial bid shall be opened after ev notified thereafter on e-tender website	aluation of technical bid and the date & time will be www.govtprocurement.delhi.gov.in							

(REGISTRAR)



TENDER DOCUMENT

Rate Contract for Designing, Printing and Supply of Examination Answer Booklets for Examination Branch

AT

Guru Gobind Singh Indraprastha University

[A state University under Govt. of NCT of Delhi] Sector 16 C, Dwarka, New Delhi 110 078

> Dy. Registrar (Purchase) Room No. L 010, Ground Floor, Library Block, GGSIPU, Sector 16C, Dwarka, New Delhi 110078 Contact Nos.011 25302149-150 Email :purchaseipu@gmail.com.

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NOTICE INVITING TENDER

Registrar, Guru Gobind Singh Indraprastha University (GGSIPU) invites e-tender (in two bid system – Part I & II) from reputed and experienced contractors/suppliers for the following stores on supply basis:

- **1. Particulars of Items:** Designing, printing and supply of Examination Answer Booklets for Examination Branch.
- **2. Completion period: M**inimum lot printed at a time 50,000 copies supply within 30 days from the date of issue of purchase order.
- **3. Availability of Tender Document:** Tender Documents with detail terms & conditions can be downloaded from Delhi govt. e-procurement website as well as University website.
- **4. Validity Period of Offer:** The rates offered in Part II (Financial bid) should be valid for one hundred and twenty (90) days from the date of opening of Part I (Technical bid) of the Tender.
- **5. Receipt and opening of Tenders:** The Covering letter along with EMD should reach to this office **on or before 03.12.2020 at 1:00 PM**. The Technical Bid will be opened on the same day at 02.30 pm.
- **6.** The required EMD as mentioned at Clause 4.0 in the form of FDR /DD must be submitted by the due time and date of the submission of technical bid failing which the offer will be treated as non-responsive. EMD can also be deposited in online shape, in that case, physical submissions is not required.
- **7.** GGSIPU reserve the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.

SECTION-I INSTRUCTIONS TO BIDDERS

1. Scope of work

Designing, Printing and Supply of Examination Answer Booklets **at** University Campus at Sector-16C, Dwarka, New Delhi as per requirement given in **Section-III**, **Annexure-H**.

SPECIFICATIONS FOR THE PRINTING OF EXAMINATION ANSWER BOOKLETS	QTY (lacs) (Duration 2 Years)
Theory Answer Sheet: 28cmsx2l cms, pages:48 lining pages (page number 1to 48) and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper 75gsm sunshine/snow white of JK/Century/BILT make, Stitched with fine thread along with OMR (Three fold OMR sheet for the answer booklet: Serial & or bar-coded, Two Colour, 105 GSM, Paper: mapletho, OMR Scanable) having glued folding flap black coloured from inner side.	
<u>Practical Answer Sheet:</u> Size: 28cms x 21cms, pages:16 lining pages (page number1 to 16) and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper: 75gsm sunshine/snow white of JK/Century/ BILT make, Stitched with fine thread.	6.8

Note; There may be increase or decrease in the projected **quantity** of Answer sheets up to 20% depending upon the actual requirement.

NECESSARY SPECIFICATIONS:

1.	Quality	Blemish free/dust free good quality paper
2.	ACCURACY	The timing tracts & registration points to be 100% accurate, as provided in the sample sheet attached on the OMR.
3.	Type & Printing	Two Colour printing
4.	Colour	The printing should be "Drop Out" colour
5.	Bar Code/ Litho Code	100% accurate Litho Code/ Bar Code printing without any Duplication
6.	Packing	Each bundle of theory answer sheet to be <u>packed</u> in batches of 100 sheets Each bundle of practical theory answer sheet to be <u>packed</u> in batches of 200 sheets
7.	Sample sheets	100 sheets printed with Litho Code/ Bar code to pass through the OMR successfully.
8.	Security Logo	The word "G.G.S.I.P. University" shall be printed as SecurityLogo in the background of the sheets. It shall not cause any hindrance in read reading/processing of Answer Booklets sheets.

Note: Minimum lot size of 50,000 copies printed in various colour approved by the University Exam Division

2. Definitions:

- 2.1 **GGSIPU** means Guru Gobind Singh Indraprastha University, Delhi
- 2.2 **University** means Guru Gobind Singh Indraprastha University, Delhi
- 2.3 **Employer** means the Registrar, GGSIPU and his successor
- 2.4 **Bidder** means the Direct Manufacturer or individual, proprietary firm, partnership firm, limited company private or public or corporation who participate in this bid/tender.
- 2.5 "Year" means "Financial year" unless stated otherwise.

3. Who can apply:

- 3.1 <u>If the bidder is a proprietary firm</u>, the application shall be signed by the proprietor with his full type written name and the full name of his firm with its current address, contact details etc.
- 3.2 <u>If the bidder is a firm in partnership</u>, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 3.3 <u>If the bidder is a limited company or a corporation</u>, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The bidder should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.
- 3.4 Joint Venture/ Consortiums are not accepted.

4.0 Submission of Bids

- 4.1 Technical bid must be uploaded on e-procurement website and EMD (with validity of 225 days i.e. bid validity period + 45 days) in FDR/DD/online only should be submitted in the office.
- 4.2 (i.) The bidder shall submit "Earnest Money Deposit" alongwith covering letter in original (No other documents need to be submit in hard copy) in an envelope addressed to Dy. Registrar (Purchase), Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, New Delhi 110078 only in case of EMD is in shape of FDR/DD.
 - (ii.) EMD can also be deposited in online mode in University bank account as per details below:-

		RTGS/ECS Details
1.	Accounts Holder Name	Registrar, Guru Gobind Singh Indraprastha University
2.	Account No.	927860555
3.	IFSC Code	IDIB000G082
4.	Bank Name	Indian Bank
5.	MICR Code	110019071
6.	Account type	SB (Saving)
7.	CBS Code/ Branch Code	02029
8.	Branch Name & Address	GGSIPU, Sector-16C, Dwarka, New Delhi -110078
9.	Banker's Phone No.	011-28035244

- (iii.) The Bidders Registered Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME of are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted for submission of EMD.
- 4.3 The envelope containing EMD shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.
- 4.4 In case of submission of EMD Online (RTGS/NEFT), there is no requirement of physical submission. A Declaration should be submitted with Details of RTGS/NEFT.
- 4.5 A pre-bid meeting shall be held on **18.11.2020** at **11:00** AM in the Purchase Branch, GGSIP University with the interested and prospective bidders to resolve their queries and issues clarification (if any). The specimen of the existing answer sheet may be checked by the bidder in the University.

5.0 Eligibility Criteria for Technical Bid

All eligibility documents with EMD must also be submitted in hard copy as per the date and time mentioned above.

The formats/Annexure for the documents to be submitted, with Technical bids are placed at **Section –II** (**Annexure** $-\mathbf{A}$, $\mathbf{A1}$, $\mathbf{A2}$ to Annexure \mathbf{G}):

5.1	A2 to Annexure G): Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – A1
	Compliance to Bid Requirement	Annexure – A2
5.2	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B
5.3	Income Tax Registration (PAN No.), GST Registration,	Attach certified copies
5.4	Average financial turnover of Rs.2.70 Crore (Rupees Two Crores Seventy Lacs only) during the immediate last three consecutive financial years, duly audited, signed & stamped by a Chartered Accountant.	Annexure C
5.5	Firm should have executed at least one of the following in the last three years: One single order of similar work of Designing, Printing and Supply of Examination Answer Booklet having value of Rs.2.16 crores. OR Two similar work of Designing, Printing and Supply of Examination Answer Booklet having value of Rs.1.62 crores. OR Three similar work of Designing, Printing and Supply of Examination Answer Booklet having value of Rs.1.08 crores.	
5.6	The bidder will have to furnish the information regarding the Client Satisfaction Report/Performance Report of the works of all works of similar nature mentioned in the clause 5.5 , completed during the last three years ending last day of the month of March 2020.	Annexure – D
5.7	The bidder should have a solvency of Rs.1.0 crore , c ertified by his bankers in the favour of Registrar, GGSIP University for this tender only.	Annexure – E
5.8	User list with supply/purchase order of the similar field in the Govt./ reputed organization	Upload copy of proof
5.9	Ownership of Printing & Manufacturing unit (Registration with Ministry/Department of Industries)	Upload attested copies of the original documents
5.10	All items of the Tender must be quoted by the Manufacturer, individual, proprietary firm, partnership firm, limited company private or public or corporation. Incomplete quote shall be summarily rejected.	Upload attested copies of the original documents
5.11	Sample answersheets must be submitted with the EMD by the bidder	
5.12	 An Undertaking by the Bidder on its Company's Letterhead should be submitted. a. It has not been debarred or blacklisted by any of the Central/State Government/Departments /Organizations/Central or State PSU/University in past. In case the debarment or blacklisted has been revoked by the department or court then it shall not be considered as blacklisting or debarment. b. it will ensure fair trade practice. c. The proprietor/partners/ any director of the bidder do not have any relative employed with GGSIP University in Any branch of the University. d. The contractor shall furnish a list of University employees related to him, if any. 	Annexure – F

^{*}All the documents as per the Clause-5.0 must be uploaded on the e-tender website.

6.0 Evaluation Criteria:

6.1 The "**Technical Eligibility Criteria**" prescribed in para **5.0 to 5.11** above in respect of experience in similar class of works Completed, Financial Turnover, Solvency, Profitability and Valid Registration will first be scrutinized and bidder eligibility for the work be determined.

7.0 Technical Bid Evaluation:

- 7.1 The details submitted by the bidders will be evaluated in the following manner:
- 7.2 The "eligibility criteria" prescribed in clause 5.0 & 6.0 above in respect of experience in similar class of works completed, financial turnover, profitability and valid registrations & other document, etc. will first be scrutinized.
- 7.3 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:-
 - (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- 7.4 Those fulfilling the eligibility criteria set out in clause 5.0 & 6.0 above will be considered for opening of financial bid.

8.0 Opening of Financial Bid and Evaluation:

- 8.1 After the Technical evaluation of the bids, the University will open the 'Financial Bids' of all the bidders who have qualified in the Technical Eligibility Criteria as per Clause 5.0 & 6.0, at notified time, date and place, if any. The lowest (L1) financial bidder shall only be considered for award of work. All items must be quoted. The total order will be "treated as a Package" and lowest bid will be considered as an average of all items.
- 8.2 The bidder shall quote unit item rates in INR in the Financial Bid only. The rates should be inclusive of all loads and lifts for all materials for the completed items and also include all taxes, insurance, royalties Work Contract Tax, labour cess, ESI, EPF etc. as applicable. No extra payment except GST on this account will be made. The rates should be quoted exclusive of GST. The GST will be extra as applicable from time to time.
- 8.3 Tenders with no earnest money deposit will summarily be rejected. In case of successful bidder of the financial bid, the earnest money will be returned after obtaining the required **10% Performance Security** in the form of FDR/BG (FDR/BG should be valid for a period of **38 months**) from the date award of work.
- 8.4 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.
- 8.5 Those firms/ bidder which are registered with MSME /MSE/ NSIC (National Small Involutions Corporation) for the items mentioned in the tender document, are exempted for submission of EMD only and are required to submit a copy of valid registration certificate in place of EMD as per GFR 170(i).
- 8.6 The Work Contract Tax/Turnover Tax/Income Tax or any other tax deductible at source shall be deducted at source at the rate that will be in force from time to time.
- 8.7 Terms of price shall be in Indian rupees (INR) inclusive of duties, packing, forwarding, transportation, supply and stacking at University Campus at Sector 16 C, Dwarka, for all items along with applicable taxes and levies except GST.
- 8.8 The rates will be valid for **24 months** from the date of issue of acceptance letter.
- 8.9 The contract initially will be for two years and can be extended upto three years on mutual consent subject to the satisfactory performance on the existing rates & terms & conditions of the tender.

9.0 General:

- 9.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a "Nil" or "No Such Case" entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that incomplete information called for in the tender document or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 9.2 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 9.3 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 9.4 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU which may also result in forfeiture of EMD/performance security.
- 9.5 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and a binding.
- 9.6 GST and any other tax at the rates in force during the progress of contract / award of work that will be in force from time to time shall be recovered / deducted from successful bidder (L1 bidder) by the University from the released payment amount of bidder.
- 9.7 GST or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the bidder and University will not entertain any claim whatsoever in respect of the same.
- 9.8 On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the University shall be communicated in writing to the Dy. Registrar (Purchase).
- 9.9 If the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the bidder, which may also result to forfeiture of EMD/performance security.
- 9.10 Without prejudice to any of the rights or remedies under this contract if the bidder dies, the University shall have the option of terminating the contract without compensation to the legal heir of the bidder.
- 9.11 Escalation: Increase in rates of material / Labour shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.
- 9.12 The successful bidder will have to sign an agreement within stipulated time period as mentioned in the letter of intent. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder.
- 9.13 The bidder will have to enter into regular agreement within 10 days from the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein.
- 9.14 The bid document should be legibly written and serially numbered with proper tagging and binding. The bidder should sign each page of the bid.
- 9.15 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 9.16 Rates should be quoted exclusive of all taxes in Indian Rupees. The GST will be extra as applicable from time to time. The rates quoted should be excluding of GST but should be inclusive of labor, conveyance, insurance etc. to supply up to Store Department of GGSIP University, Dwarka, New Delhi. The GST should be indicated separately.

10.0 Safety and Security

Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the contractor. The university will not be held responsible on this account

- 10.1 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:
 - (a) Amend the scope and value of contract to the bidder.
 - (b) Reject any or all the applications without assigning any reason.
- Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.

11. Final decision making authority

The University reserves the right to accept or reject any bid and to annul the process and reject any or all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

12. Rejection of the tender.

- 1. The bid without bid security (EMD) will summarily be rejected.
- 2. The bid without the documents required as mentioned in the technical bid are likely to be rejected.
- 3. Late tender(s) will be rejected.
- 4. There should not be two prices for the same item, which will summarily be rejected.
- 5. Conditional bids will summarily be rejected.

13. Particulars provisions

- 13.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 13.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

14.1 Amendment of tender document:

- 14.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.
- Any addendum thus issued shall be a part of the tender document and shall be uploaded on the University website (www.ipu.ac.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

15. Validity of Tender:

One hundred and Eighty days from the date of opening of tender. During this period no bidder shall be allowed to modify/withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.

16. Performance Guarantee:

- 16.1 The successful bidder shall be required to furnish a Performance Guarantee of 10% of the total tendered value. The Performance Guarantee should be valid up to 38 months after award of work. The Performance Guarantee shall be accepted in the following form and shall be in favour of "Registrar, GGSIPU", payable at Delhi with a validity of months as under:
 - i. Fixed deposit receipt (FDR) in the form of accounts payee demand draft (38 months validity).
 - ii. Fixed deposit receipt (FDR) from a commercial bank.
 - iii. Bank Guarantee issued/ confirmed from any of the commercial bank in India (As per Annexure-I) (38 months validity).

- 16.2 Performance Guarantee will be refunded after completion of the warrantee period as per clause 16.1.
- In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list/de-bar the bidder.
- In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the bidder to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the bidder and the bidder shall forthwith on demand furnish additional security to the University to make good the deficit.
- 16.5 EMD will be refunded to Successful Bidder on Submission of Performance Security.

17. Duration

The items covered under this tender are required to be delivered **within 30 days** after issue of Purchase order at Examination Division, "A" Wing, First Floor, Administrative Block, Sector 16C, Dwarka, New Delhi in working days 10 a.m. to 4.00 p.m. with prior intimation to the office of Examination Branch and Purchase Branch, as specified in delivery schedule submitted by bidder.

18.0 Payment Terms

Payment for Goods and Services shall be made by University in Indian Rupees as follows:

- 18.1 Payment will be made for respective batches / lots as specified in the delivery schedule
- 18.2 The payment will be made on delivery and receipt of the invoice against thereof for each batch / lot.
- 18.3 100% payment after satisfactory receipt of material and complete Supply as per the purchase order.
- Each invoice should be submitted in duplicate clearly specifying contract No. goods description, quantity, unit price, total amount etc.
- 18.5 No advance payment will be made under any circumstances.

19.0 PENALTY PROVISIONS

If the bidder fails to supply any or all of the goods with in the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price of the delayed goods weekly or part thereof of delay until actual delivery.. The penalties will be maximum of 10% of the contract amount / awarded value. In case of extraordinary delay or beyond 30 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/encash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

In case of deviation of the quality of answer sheet in terms of GSM not in accordance with the permissible limit mentioned in the BIS norms, penalty would be charged on pro-rata basis.

In case, the answer sheet is not as per the specifications of the Purchase Order / Tender, the penalty would be charged on pro-rata basis.

In case complete lot of answer sheets is not as per the specification of Purchase Order and sample, the material will not be accepted and the payment will not be made by the University. Further University can give the order to other agency as the case may be.

20.0 Packing and Marking

- All packing should be strong enough to withstand weather conditions as well as rough handling during loading/unloading and transporting, as per instruction of the University.
- 20.2 All protection and threaded fittings shall be suitably protected and covers shall block the openings.

21.0 Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the contractor at contractor's cost and risk.

22.0 Insurance, Freight and Deliveries

- 22.1 The contractor shall make all arrangements towards safe and complete delivery at the designated locations indicated by University in the Purchase Order. Such responsibility on part of the contractor will include taking care of insurance, freight, state level permits etc. as applicable.
- 22.2 The contractor will keep University informed about changes, if any, in various stages of deliveries.

23.0 Arbitration and Settlement of Disputes:

- University and the bidder shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.
- 23.2 If after thirty (30) days from the commencement of such informal negotiations, University and the bidder are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 23.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.
- 23.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the bidder is specifically directed by University to desist from working in this behalf.
- 23.2.3 The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only.
- 23.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- **24.0 Force Majeure** For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.
- 24.1 If a Force Majeure situation arises, the bidder shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the bidder shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- Each page of the Technical Bid, Tender Document must be signed by the authorized signatory of the bidder
- 26 Conditions other than those laid down in the Tender document will not be entertained.

27.0 SPECIAL CONDITION

Vendor has to supply the Answer Booklets sheets as per specifications and strictly in accordance with the terms and conditions of the tender failing which G.G.S.I.P. University without prejudice to any other right or remedy available may recover any such amount suffered as loss from the vendor as ascertained/assessed by Registrar, GGSIPU as liquidated damages and not by way of penalty to be imposed separately at the rate of 1 % per week of delay in supply subject to a maximum of 10% of the contract value. If any loss or delay has been caused due to any reasons beyond the control of any of the parties (Force Majeure), the Registrar, G.G.S.I.P. University shall have the sole discretion to waive off such loss or penalty as he deems fit provided further that the Vendor shall explain in writing the reasons which caused such delay or loss within ten days from the date of delay or occurrence of such loss.

- 27.2 The firm shall ensure secrecy and safety of data design of Answer Booklets sheets used by G.G.S.I.P. University or any information supplied to the firm by the G.G.S.I.P. University for the printing of Answer Booklets Sheets. Any deviation /leakage will warrant forfeiture of Performance Security and criminal proceedings in court of Law.
- **27.3** The firm shall print the Answer Booklets sheets and other related material as per the format of G.G.S.I.P.University and will ensure that the Paper shall be as per specifications such that candidates can fill up the same without damage and shall not get damaged during storage & in transit.
- 27.4 The firm shall ensure supply of high quality sheets as per specifications/ sample Answer Booklets sheets within prescribed time limits mentioned in the supply order. The firm shall also ensure all quality checks to ensure compliance and 100% defect free sheets. Defective sheets including Answer Booklets sheets with duplicate or wrong Litho code Number and without Litho code Number shall not be acceptable under any circumstances and penalty to the extent of 100% of the value of the order placed may be levied for default. In that case, the firm would also be required to replace the entire lot of Answer Booklets sheets at its own cost and risk immediately.
- 27.5 The safety, accuracy and security of the Answer Booklets sheets while printing and during transit, at the time of making delivery shall be the responsibility of the vendor. The firm will be required to furnish declaration to this effect to the G.G.S.I.P. University. For any lapse in security, inaccuracy or mishandling/misuse of sheets, penalty equal to 100% of the order value payable to the firm will be imposed and contract will be terminated entailing forfeiture of Performance Security, in addition to any other action as deemed fit by the Registrar, G.G.S.I.P. University.
- **27.6** The G.G.S.I.P. University, reserves the right to revise or alter the specifications of the Answer Booklets sheets before the acceptance of any tender.
- 27.7 Hypothetical and conditional quotations will not be entertained.
- **27.8** There may be increase or decrease in the projected quantity of Answer sheets up to 20% depending upon the actual requirement.
- **27.9** In case of GSM the Indian standards plane copier specifications (BIS Norms) will be considered where ever applicable.
- 28 The labour for the unloading the answer sheet in the University will be provided by the bidder.
- 29 No loose answer sheet will be accepted.
- The serial number to be printed on the answer sheet will be received from the Examination Division by the bidder.

SECTION II

INFORMATION REGARDING TECHNICAL ELIGIBILITY

(Annexure A to I)

LETTER OF TRANSMITTAL

From:
To
The Registrar
GGS IPU
Sector 16C, Dwarka,
Delhi

Sub: Submission of Tender Document for Designing, Printing and Supply of Examination Answer Booklets at GGSIPU Campus, Sector 16C, Dwarka, New Delhi".

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

- 1. I/we hereby certify that all the statement made and information supplied in the enclosed annexures / forms accompanying statement are true and correct.
- 2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply Examination Answer sheet / Stationery.
- 3. I/we submit the requisite certified solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

DECLARATION BY THE BIDDER

	We(Name of the Bidder) hereby represent that we have gone through and understood							
		in two parts) in Part-I (Commercial Section & Technical Section) and Part-II							
	(Schedule of Quantities) and that our Bid has been prepared accordingly in compliance with the requiren stipulated in the said documents.								
	stipulated in the said documents.								
A. We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Docum shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a tot of Acceptance and as a part of the Contract in the event of award of Contract to us.									
	We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separate sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentione in item description of the items in Schedule of Quantities.								
	SIGNATURE OF BIDDER	:							
	NAME OF BIDDER :								
	COMPANY SEAL	:							

Note: This declaration should be signed by the Bidder's representative who is signing the bid.

COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER	:	
NAME OF BIDDER	:	
COMPANY SEAL	:	

ORGANISATION STRUCTURE

1.	Name & Address of the Bidder :
2.	Telephone No./Fax No./ e-mail :
3.	Legal status of the Bidder (attach copies of original document defining the legal status) a) An Individual b) A proprietary firm c) A firm in partnership d) A limited company or Corporation e) A Public Sector Undertaking
4.	Particulars of registration with various Government Bodies (Attach attested Photo Copy) Organization /Place of registration Registration No
5.	PAN No
6.	Names and Titles of Directors & Officers with designation to be concerned with this work.
7.	Name & Designation of individuals authorized to act for the organization: (Pl attach power of attorney in favour of authorized representative duly signed by authorized signatory)
8.	Was the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
9.	Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
10.	Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. :
11.	Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. :
13.	Any other information considered necessary but not included above. :

(Stamp, Name & Signature of Bidder)

DETAILS OF ANNUAL TURNOVER

A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover on Printing (In Lakhs)	Profit/Loss (In Lakhs)
2016-17		
2017-18		
2018-19		

B. Audited balance sheet and profit & loss account for above three years certified by the chartered accountant to be submitted.

(Stamp, Name & Signature of Bidder)

PERFORMANCE REPORT OF WORKS

1. Name of work

2. Name of Organization with Address and

Contact details :

3. Description of Work :

5. Value of work : Rs.6. Total value of actual work done : Rs.

7. Estimated Cost of Work : Rs

8. Date of start of work :

9. Date of completion of work :

10. Performance Report

Overall quality of work
 Excellent/Very Good/Good/Fair/Poor
 Financial soundness
 Excellent/Very Good/Good/Fair/Poor
 Printing Quality
 Excellent/Very Good/Good/Fair/Poor
 Delivery Time
 Excellent/Very Good/Good/Fair/Poor
 General behavior of Vendor
 Excellent/Very Good/Good/Fair/Poor

(Signature & Stamp of Authorized Signatory/Officer)

Dated:

Note:

- 1. This Annexure should be submitted separately for each work completed by the Bidder during last 03 (three) years.
- 2. This ANNEXURE shall be signed & stamped by the Authorized Officer of the Organization issued Performance Report to the Bidder.
- 3. The Name, Address, Contact details (Mobile, Fax, Email, and Landline Phones) of Authorized Officer of the Organization should be indicated to facilitate confirmation of work.

Solvency Certificate from Bankers of the company in the following form: **FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK**

This M/s	is			•	that				best		our v noted			lge custom	and ner of		nformation bank are/is
respect	able	and	can	be		as	good	for	any								
This ce	ertifica	ite is i	ssued v	withc	out any gi	uaran	tee or r	espor	nsibilit	y on the	bank o	or any o	of the	office	ers.		
(Signat		-															
NOTE																	
(1) Bar	nkers (certific	cate sh	ould	be on let	ter he	ead of th	he Ba	ınk, sea	aled in c	cover ac	ldresse	ed to	tenderi	ing au	ıthori	ty,
(2) In c	case of	f partn	ership	firm	, certifica	ate sh	ould in	clude	name	s of all p	partners	as rec	orde	d with	the ba	ank.	
Signatu	ire of	Charte	ered A	ccou	ntant wit	h seal	Ī	Si	gnature	e of Bid	der(s) v	with se	al				

DECLARATION FOR FAIR BUSINESS BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of Rs.l0/- duly attested by Notary / Magistrate)

Γhis is to	certify that We, M/s in submission of this offer confirm that:-
i)	We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
ii)	We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
iii)	Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
iv)	We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
v)	The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
vi)	We understood that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be fortified and business dealings will be banned.
vii)	We have not been punished / penalized by way of imprisonment in last three years.
viii)	We have not been blacklisted/debarred by any of the Government/Public Sector Agency in last three years.
	SEAL, SIGNATURE & NAME OF THE BIDDER
	Signing this document

Form of Performance Guarantee Bank Guarantee Bond

1.	In consideration of the GGSIPU (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)") for the work (hereinafter called
	"the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs
	compliance of his obligations in accordance with the terms and condition in the said agreement.
	We,(indicate the name of the Bank) (hereinafter referred as "the Bank") hereby undertake to pay to the University an amount not exceeding Rs (Rupees only) on demand by the University.
2.	We,
3.	We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
	The payment so made by us under this bond shall be a valid discharge of our liability for payment there
4.	under and the Contractor(s) shall have no claim against us for making such payment. We,
5.	We,(indicate the name of the Bank) further agree with the University that the
	University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this
6.	provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7.	We,(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8.	This guarantee shall be valid upto unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
	Dated the day of for (indicate the name of the Bank)

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part - I)".

Please tick the box and ensure compliance	Please 1	e tick the	box a	ıd ensure	compliance
---	----------	------------	-------	-----------	------------

	1	EMD
	2	Bid Forwarding Letter
	3	Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.
	4	Partnership Deed in case of partnership firm and Article of Association in case of limited company.
	5	Compliance to Bid Requirement
	6	Declaration by the bidder
	7	All pages of the bid have been page numbered in sequential manner
	8	Annexure(s) – A to I
	9	Valid GST Registration
	10	PAN Number
SIGNA	TURE O	OF BIDDER :
NAME	OF BID	DER :
COMP	ANY SE	AL :

SECTION III

Annexure - H

TECHNICAL SPECIFICATIONS

S. No	SPECIFICATIONS FOR THE PRINTING OF EXAMINATION ANSWER BOOKLETS	QTY (lacs) (Duration 2 Years)	EMD (Rs.)
1	Theory Answer Sheet: 28cmsx2l cms, pages:48 lining pages(page number from 1 to 48) and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper 75gsm sunshine/snow white of JK/Century/BILT make, Stitched with fine thread along with OMR (Three fold OMR sheet for the answer booklet: Serial & or bar-coded, Two Colour, 105 GSM, Paper: mapletho, OMR Scanable) having glued folding flap black coloured from inner side.		Rs. 8,10,000/-
2.	<u>Practical Answer Sheet:</u> Size: 28cms x 21cms, pages:16 lining pages (page number from 1 to 16) and border on upper and left side of the page, the upper left corner near the border having the perforation "IPU", paper: 75gsm sunshine/snow white of JK/Century/ BILT make, Stitched with fine thread.	6.8	

Note; There may be increase or decrease in the projected **quantity** of Answer sheets up to 20% depending upon the actual requirement.

NECESSARY SPECIFICATIONS:

1.	Quality	Blemish free/dust free good quality paper
2.	ACCURACY	The timing tracts & registration points to be 100% accurate, as provided in the sample sheet attached on the OMR.
3.	Type & Printing	Two Colour printing
4.	Colour	The printing should be "Drop Out" colour
5.	Bar Code/ Litho Code	100% accurate Litho Code/ Bar Code printing without any Duplication
6.	Packing	Each bundle of theory answer sheet to be packed in batches of 100 sheets Each bundle of practical theory answer sheet to be packed in batches of 200 sheets
7.	Sample sheets	100 sheets printed with Litho Code/ Bar code to pass through the OMR successfully.
8.	Security Logo	The word "G.G.S.I.P. University" shall be printed as Security Logo in the background of the sheets. It shall not cause any hindrance in read reading/processing of Answer Booklets sheets.

Note: Minimum lot size of 50,000 copies printed in various colour approved by the University Exam Division

Name and signature of the authorized signatory of the firm with seal of firm

SECTION IV

SCHEDULE OF QUANTITIES FINANCIAL BID

Financial bid in respect of Designing, Printing and Supply of Examination Answer Booklets at GGSIPU Campus, Sector 16 C, Dwarka, New Delhi -110078

S.	SPECIFICATIONS FOR THE PRINTING OF	QTY	Rates per	Rates per 1000	Total
No	EXAMINATION ANSWER BOOKLETS	(in lacs)	1000 sheet	sheet (in words)	Amount
			(in figures)		
1	Theory Answer Sheet: 28cmsx2l cms, pages: 48 lining	18.00			
	pages (page number from 1 to 48) and border on upper				
	and left side of the page, the upper left corner near the				
	border having the perforation "IPU", paper 75gsm				
	sunshine/snow white of JK/Century/BILT make, Stitched				
	with fine thread along with OMR (Three fold OMR sheet				
	for the answer booklet: Serial & or bar-coded, Two				
	Colour, 105 GSM, Paper: mapletho, OMR Scanable)				
	having glued folding flap black coloured from inner side.				
2	Practical Answer Sheet: Size: 28cms x 21cms, pages:16	6.8			
	lining pages (page number from 1 to 16) and border on				
	upper and left side of the page, the upper left corner near				
	the border having the perforation "IPU", paper: 75gsm				
	sunshine/snow white of JK/Century/ BILT make, Stitched				
	with fine thread.				
	,	Total Amo	unt in (Rs.) e	xclusive of GST	
			` ′		

Note-1: There may be increase or decrease in the projected quantity of answer sheets up to 20% depending upon the actual requirement.

Note-2: GST will be extra as applicable from time to time.

(SEAL, SIGNATURE & NAME OF THE BIDDER)