

**File No. O/o the AG(Audit)-I/MAH./AR/2023-24**

**Advertised Online Tender Enquiry for**

**Empanelment of Printers from Mumbai Region for designing, formatting and printing of Audit Reports, booklet/brochure along with (CD-ROM) for the period 2023-2024 for Offices of the Accountant General (Audit)-I, Maharashtra and the Principal Accountant General (Audit), Goa.**

**Office of the Accountant General (Audit)-I, Maharashtra  
101, Pratishtha Bhavan  
MK Marg, New Marine Lines  
Mumbai – 400 020  
Tel: 022-22190510.**

**For Clarifications: email: [agaumaharashtra1@cag.gov.in](mailto:agaumaharashtra1@cag.gov.in) (or)  
[anupamkumarm.mh1.au@cag.gov.in](mailto:anupamkumarm.mh1.au@cag.gov.in)**

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## **1. Disclaimer**

The information contained in this Advertised Online Tender Enquiry Document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of any of their representatives, employees or advisors (collectively referred to as client organisations), is provided to Bidder(s) on the terms and conditions set out in this Advertised Online Tender Enquiry Document and any other terms and conditions subject to which such information is provided.

This online Advertised Tender Enquiry Document is not an agreement and is not an offer or invitation by the client organisations to any party other than the entities, who are qualified to submit their Proposal (Bidders). The purpose of this Advertised Online Tender Enquiry Document is to provide the Bidders with information to assist the formulation of their Proposal. This Advertised Online Tender Enquiry Document does not purport to contain all the information each Bidder may require. This Advertised Online Tender Enquiry Document may not be appropriate for all persons, and it is not possible for the client organisations to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Advertised Tender Enquiry Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Advertised Online Tender Enquiry Document and wherever necessary, obtain independent advice from appropriate sources.

The client organisations, and their employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Advertised Tender Document.

The client organizations may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Advertised Tender Enquiry Document.

## **2. ABOUT THE OFFICES OF THE ACCOUNTANT GENERAL (AUDIT)-I, MAHARASHTRA AND PRINCIPAL ACCOUNTANT GENERAL (AUDIT), GOA**

The Offices of the Accountant General (Audit)-I, Maharashtra and the Principal

Accountant General (Goa) (hereinafter called client organisations) are offices under the Comptroller and Auditor General of India (CAG), conducting the audit of some of the Departments and public sector undertakings under Government of Maharashtra, and all functions of Government of Goa respectively. The Comptroller and General of India is the Supreme Audit Institution of the Government of India.

- VISION

The vision of Supreme Audit Institution of India represents what we aspire to become: We strive to be a global leader and initiator of national and international best practices in public sector auditing and accounting and recognized for independent, credible, balanced and timely reporting on public finance and governance.

- MISSION

Our mission enunciates our current role and describes what we are doing today: As mandated by the Constitution of India, we promote accountability, transparency and good governance through high quality auditing and accounting and provide independent assurance to our stakeholders, the Legislature, the Executive and the Public, that public funds are being used efficiently and for the intended purposes.

- CORE VALUES

Our core values are the guiding beacons for all that we do and give us the benchmarks for assessing our performance, Independence, Objectivity, Integrity, Reliability, Professional Excellence, Transparency, Positive Approach

### **3. About this Advertised Online Tender Enquiry**

This document is a tender document for **“Empanelment of Printers from Mumbai Region for designing, formatting and printing of Audit Reports, booklet/brochure along with CD-ROM for the period 2023-2024 for Offices of the Accountant General (Audit)-I, Maharashtra and Principal Accountant General (Audit), Goa”**

Office of the Accountant General (Audit)-I, Maharashtra located in Mumbai and Principal Accountant General (Audit), Goa intend to get their Audit

Reports of State Government of Maharashtra and Goa respectively printed in English and Marathi for Accountant General (Audit)-I, Maharashtra and in English only for Principal Accountant General (Audit), Goa. Around seven Reports of about 50–300 pages each are required to be printed annually; with about 150-300 copies of each Report in both languages for Accountant General (Audit)-I, Maharashtra, and in English for Principal Accountant General (Audit), Goa. 300-700 copies of *abridged versions of Reports published by these offices called epitomes may also need to be printed*. Please note that the Reports are confidential and you will be required to **adhere to the confidentiality clause at point 11 of this document**.

Samples of earlier printed reports and their CDs may be collected from the undersigned at the given address to understand the expected quality of work.

### **3.1 Scope of Work**

#### **3.1.1 Hard copies of Reports**

The printers would be required to collect the camera-ready/soft copies of the reports from AG (Audit)-I, Maharashtra/PAG (Audit), Goa. The text of Audit Report shall be in either in Monochrome or multicolor and is to be printed on 130 GSM with appropriate finish (glossy Paper of A-4 size) or other paper to be decided by AG (Audit)-I, Maharashtra/PAG (Audit), Goa.

Before printing the Audit Reports, the printers should get the colours and designs approved from AG (Audit)-I, Maharashtra/PAG (Audit), Goa.

The cover design will be on 300 GSM imported art card with glossy finish, duly laminated, and printed in different colours and having photographs related to the topic of the Report. The colour scheme of the cover page shall be ascertained by the printer from AG (Audit)-I, Maharashtra/PAG (Audit), Goa.

#### **3.1.2 CDs**

The CDs are to be prepared with Auto Run Basis option. The CDs are to be prepared in PDF format with hyperlinking for easy accessibility (Hyperlink with index, footnotes and other references mentioned in statements/appendices).

- a. For CDs of Audit Reports of AG (Audit) I, Maharashtra, separate files should be kept for English and Marathi Version of each Audit Report. Blank Pages are also to be kept in the files. The home page of CD should display three icons - namely Adobe Acrobat installation, and English and Marathi versions of the report. Prior to final preparation, one CD is to be provided to AG (Audit)-I, Maharashtra for proof reading. All CDs are to

- be placed in good quality jackets prior to delivery. A label should be stuck on each CD and its jacket indicating name of the report as approved by AG (Audit)-I, Maharashtra.
- b. For Audit Reports of PAG (Audit), Goa, only the English Version should be in the CD. Blank Pages are also to be kept in the files. The home page of CD should display two icons namely Adobe Acrobat installation, and English version of the report. The CD is to be placed in a good quality jacket prior to the delivery. A label should be stuck on the CD and its jacket indicating name of the report as approved by PAG (Audit), Goa. Only one CD is required.

These terms will apply in common:

- i. The signature page should be printed with signature block in the specified number of copies of each report as directed by AG (Audit)-I, Maharashtra/PAG (Audit), Goa.
- ii. Name of the report shall be printed on spine of each copy of the reports. Front Cover Page Design - Ashoka emblem of 2 inch height in red colour will be at the top (center) of the cover. The title of the report would be placed just below the Ashoka Emblem as centrally aligned. The logo of IA&AD with motto would be placed below the title of the report as centrally aligned in 3”X 3” size. Logo of the Maharashtra government/Goa government shall be placed below the logo of IA&AD as centrally aligned in 2”X2” size. Below the logo, “Government of Maharashtra”/ “Government of Goa” shall be printed as centrally aligned. Report number shall be printed below name of the State Government as centrally aligned in relatively smaller font.
- iii. Back Cover page design – In the middle of the page “Comptroller and Auditor General of India” (centrally aligned) would be printed. Below this, web address shall be printed as centrally aligned. In the bottom of the page, website address of AG (Audit)-I, Maharashtra/PAG (Audit), Goa shall be printed centrally aligned.
- iv. Front inner page design – “Report of the Comptroller and Auditor General of India on (Name of the Report)” shall be printed in the top of the page as centrally aligned. In the bottom of the page “Government of Maharashtra”/ “Government of Goa” shall be printed as centrally aligned. Report number would be printed below name of the State Government as centrally aligned in relatively smaller font.
- v. Cover page shall be 300-GSM imported art card including glossy finish lamination. Gum binding should be used for binding. It should be of the highest standard and it should be ensured that pages do not come out of the Report.

- vi. Reports with poor quality binding/loose binding shall be rejected outright and no charges would be paid by this office for rejected reports.

### **3.1.3 Quantity**

The requirement of printing of each of the Reports would be as under:

i. **Accountant General (Audit)-I, Maharashtra**

- English version 150-300 copies
- Marathi version 150-300 copies

ii. **Principal Accountant General (Audit), Goa**

English version – 150-300 copies

iii. The number of pages in each Audit Report is likely to be between 50 and 300 approximately.

iv. It is to be noted that both Nos. of pages per copy and Nos. of copies may vary as per client organisation's requirement.

v. Out of above copies, for the Audit Reports of AG (Audit) I, Maharashtra, 10 signatory copies of both English & Marathi version of the Audit Report shall be digitally printed without facsimile signature with hard bound cover and paper jacket having same print as cover page. For the Audit Reports of PAG (Audit), Goa, 10 signatory copies of English version of the Audit Report shall be digitally printed without facsimile signature with hard bound cover and paper jacket having same print as cover page.

### **3.1.4 Print Quality**

The overall designing, formatting, printing and binding etc. will be of the highest standard, not below the standards and quality of samples provided to the printer by this office.

### **3.2 Rates/Bid validity/ validity of final rates**

The printers are required to quote rates **as per annexure 5** after taking into account all elements of printing, including designing, formatting, cost of paper, film, printing charges, shading charges, blue print copy (for proof reading purpose), GST etc. except delivery charges.

The bids/quotes should be valid for three months from the date of opening of technical bid. (**Annexure-1**) Rates finalized by this office, will be valid for one year i.e. up to **31 March 2024**.



### 3.3 Capacity

The printers should have the capacity to handle more than one Report (as per required copies) at any given point of time. The printer should have the capacity to print sophisticated documents, including multi-coloured objects e.g. photographs, charts, maps, etc in English and Marathi with a print order of 1500 copies in English and 1000 copies in Marathi within a week or less. The printer should have the capacity to design Audit Reports/related Brochures and Booklets.

### 3.4 Bid submission

Bidding shall be accepted both online and offline. Bidders are advised to visit this office website regularly to keep themselves updated as any change/modification in the tender will be intimated through this website.

Bids shall be submitted online at CPPP e-Procurement website: <https://eprocure.gov.in/eprocure/app> and offline at **OM section in this office**.

- a. Tenderer/Contractor are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the **Annexure 7** “Instructions To Bidder for Online Bid Submission” and Offline bid submission.
- b. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- c. Bids are to be submitted as per the **Annexure 2:“Online Bid Submission”**
- d. For additional instructions, refer to the Sections “Financial Bid Evaluation”.

**Document Download: Tender documents may be downloaded from CPPP eProcurement site <https://eprocure.gov.in/eprocure/app>. or from <https://cag.gov.in/ag/mumbai-i/en>**

#### 3.4.1 Online Submission - Documents

The bidder(s) submitting bids online shall submit the following documents separately:

- a. Technical Bid (Proof of eligibility conditions with scanned copy of Tender Document and bid security/EMD amount), and
- b. Financial Bid in the form the BOQ\_xxxx.xls on to the portal.

#### 3.4.2 Offline Submission - Documents

For submission of offline bids, tender box shall be placed at OM section, 1<sup>st</sup> floor, Office of the AG (Audit)-I, Maharashtra, 101, Pratishtha Bhavan, MK Marg, New Marine Lines, Mumbai – 400 020.

The bids shall be submitted in one envelope enclosing two separate envelopes marked clearly as Technical bid and financial bid containing all the necessary documents on or before the due date as mentioned in the critical date sheet. For detailed information refer **Annexure – 7A**.

### **3.4.3 General Conditions**

The following are conditions relating to this tender:

- a. The selection of vendor for assigning the work order shall be solely at the discretion of the client organisation.
- b. The rates finalized shall remain valid during validity of the contract.
- c. The bidder should fulfill the general conditions in order to participate in the Advertised Tender Enquiry.
- d. The prospective bidder should note that if they are empaneled for printing of the CAG's Audit Report/ Brochure, their print quality should match the quality of the samples given by them for technical qualification, and in case they fail to do so, they are liable to be blacklisted immediately, without further reference.
- e. If the bids are not accompanied by all the requisite supporting documents, the same are liable to be rejected.
- f. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. Office of the Accountant General (Audit)-I, Maharashtra reserves the right to seek clarifications on the already /submitted documents.
- g. Eligibility criteria for participating in this tender are as indicated in **Annexure 4 – Eligibility Criteria**.
- h. Other conditions are specified in **Annexure 2 – “BID SUBMISSION”**
- i. Earnest Money Deposit and Report samples as prescribed in paragraphs 3.4.4 and 3.4.5 shall be submitted physically prior to the opening of the technical bids.

### **3.4.4 Earnest Money Deposit**

An Earnest Money Deposit (EMD) as bid security of the value of Rs. 25,000/- (Rupees Twenty Five Thousand only) from a Nationalized Bank valid up to **30<sup>th</sup> September, 2023** in the form of Bank Guarantee/DD/Cheque in the name of **SR.A.O., CASH, O/o PR.A.G.(A)-I. MAH., MUMBAI payable at Mumbai** may be submitted along with the bid document. EMD of the unsuccessful bidders shall be returned after the finalization of bid.

- i. In case of bidder's withdrawal or altering its bid during the bid validity

period, the EMD is liable to be forfeited. The **EMD must be physically submitted** in an envelope as mentioned in the **Annexure-6: Bid Submission**, before the bid opening date given in the **Critical Date Sheet** below. The Original EMD should be posted/couriered/given in person to *Senior Audit Officer*, OM section, 1<sup>st</sup> floor, Office of the AG (Audit)-I, Maharashtra, 101, Pratihtha Bhavan, MK Marg, New Marine Lines, Mumbai – 400 020.

- ii. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:
  - a. In the case of those Bidders who are not empaneled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month.
  - b. EMD of successful bidders will be returned after they sign letter of acceptance for the empanelment with Office of the AG (Audit)-I, Maharashtra/ PAG (Audit), Goa and submit a Security Deposit in the form of a Performance Bank Guarantee (PBG) from a nationalized bank of an amount of Rs. 50,000/-only.

### **3.4.5 Samples of Reports in physical form**

Prospective bidders should submit 02 samples each in English and Marathi (in physical form) of high quality printed reports (their best reports of around 50 pages or more in A-4 size or thereabout with paper of 130 GSM or more) in a separate sealed envelope marked **“Sample of reports (Technical Bid- Audit Reports of the Office of the Accountant General (Audit)-I, Maharashtra)”** on it. The samples should be posted/couriered/given in person **“To, Senior Audit Officer, Office of the AG (Audit)-I, Maharashtra, OM section, 1<sup>st</sup> floor, 101, Pratihtha Bhavan, MK Marg, New Marine Lines, Mumbai – 400 020”**. One set of sample (including cover page) in A-4 size should be sent along with the bid indicating the type of paper, grammage and seal of the printer on each sample.

### **3.4.6 -Critical Date Sheet**

Published Date	20 July 2023 at 03.00 pm
Bid Document Download / Sale Start Date	20 July 2023 from 04.00 pm onwards
Bid Submission Start Date	25 July 2023 from 11.00 am onwards
Bid Submission End Date	10 August 2023 till 04.00 pm
Bid Opening Date	14 August 2023 at 02.00 pm

**\*Note:**

(1) No Bid will be accepted after the deadline given in the time schedule above. Any change in the schedule of tender process will be notified at CPPP e-Procurement site and on our Office website at <https://cag.gov.in/ag/mumbai-i/en>

#### **4. Bid opening**

- i. Proof of eligibility conditions with Tender Document and bid security/EMD amount will be opened online and offline at scheduled time as per Critical Date Sheet. Bidders are requested to view Bids online by using option Live bid opening available in the Bidder Dashboard on Bid opening date and time as per Critical Date Sheet in the presence of the vendor's representatives subsequently for further evaluation. Samples of Reports submitted by the bidders for technical evaluation will have to reach this office three days prior to the opening of the bid. Offline and Online bids are opened as per critical Date sheet. Offline bids are opened before representative bidders, if available.
- ii. Financial bids of the only bidders who meet the eligibility criteria and submit required EMD amount, will be opened for further evaluation. A list of qualified/unqualified bidders will be displayed on the CPPP e-Procurement website <https://eprocure.gov.in/eprocure/app>. or our official website.

#### **5. Bid evaluation**

No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed by the Evaluation Committee. However, the Committee/its authorized representative and office of AG (Audit)-I, Maharashtra can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

##### **5.1. Financial Bid Evaluation**

- i. The Financial Bids of technically qualified bidders, who meet the eligibility conditions and submission of required EMD amount, will be opened online and offline and the same will be evaluated by a duly constituted Committee.
- ii. After selecting the L-1, the qualified bidders, that is, those bidders who are technically qualified and whose financial bids were opened, would be asked to match the L1 to form a panel of printers.

- iii. In the event of revised financial bids being called, the revised bids should NOT be higher than the original bids, otherwise the bid shall be rejected and EMD forfeited.
- iv. The rates shall be quoted in Indian rupees as per the **Annexure-5** and should be inclusive of all taxes, levies, delivery charges etc. as applicable.
- v. Taxes indicated in the Financial Bid will be paid as per actual on the basis of the prevailing rate.

## **6. Performance Bank Guarantee**

In the event of acceptance of the final rates by this office, each of the empanelled printers will have to tender, within 7 days of acceptance of offer, an irrevocable Bank Guarantee as Performance Security of **Rs. 50,000/- (Rupees Fifty Thousand only)** from a Nationalized Bank valid up to **30<sup>th</sup> June 2024 or up to a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations, whichever is later.**

Performance Guarantee is liable to be invoked for any non-performance of the terms of the contract/work order.

## **7. Payment Terms**

- a. User department shall make payment in Indian Rupees only.
- b. Payments shall be subject to deductions of any amount for which the agency is liable under the empanelment or tender conditions. Further, all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes such as GST, if any, as per Government of India rules.
- c. The agency will submit Pre-receipted bills in triplicate (having details of concerned work-order number, Date and supply order number) as and when required in the name of Accountant General (Audit)-I, Maharashtra or Principal Accountant General (Audit), Goa, whoever has given the work order along with all the completed documents and after deducting the applicable penalty etc.
- d. Payment shall be made against complete acceptance of the material by the consignee after due verification of quality and quantity.

## **8. DELIVERY**

The printers shall be liable to collect the material for designing, formatting and printing from the indenting sections and shall deliver the printed copies to the respective Office at their own expense. The Reports will have to be printed at the earliest and not later than a week from the date of handing over of the

camera- ready/soft copy. In certain cases, some Reports may be required to be printed on urgent basis. Please note that there should not be any delay in delivery of the Audit Reports, beyond the agreed time frame.

## 9. PENALTY CALCULATION PROCESS

Table below gives an overview on the penalty associated with non-adherence to the Advertised Tender conditions:

<b>S. No.</b>	<b>Condition</b>	<b>Penalty</b>
1.	(i) Deviation from agreed standards and quality	If the Report(s) fail to meet the agreed standards of designing/printing or deviate from the agreed specifications, they are liable to be rejected and shall not be paid for. Such rejection shall be at the sole discretion of the Accountant General (Audit)-I, Maharashtra/Principal Accountant General (Audit), Goa, even if a printed Report containing certain defects is accepted by the Department for unavoidable reasons.  In case the printers fail to deliver either the signatory copies or the bulk copies within the agreed time frame, their <u>performance security</u> shall be forfeited.  The cost of such default shall be recovered from the Vendor from outstanding payment or BG/PBG.
	(ii) Delay in contract	

## 10. INDEMNITY

- i. CAG and the client organizations stand indemnified of all legal obligations, past/present/future, the agency may have with its professionals.
- ii. CAG and the client organisations stand absolved of any liability on account of loss of life or injury sustained by the Agency staff during the performance of the contract, also for any damages or compensation due to any dispute between the agency and its staff and for any loss or damage to Agency's assets, machinery or printing equipment.
- iii. The empaneled Agency will indemnify CAG or the client organizations of any infringement of third party rights be they under the Patents Act or the IPR.

## 11. CONFIDENTIALITY

- i. As per the confidentiality requirement, the agency will ensure that no

information of or about the Report or any part of the Report under print of the client organization is taken out in any form including electronic form or leaked to print / electronic /social media by any person/persons of the agency or from the premises of the printer. Any such act will be treated as a serious offence and shall be considered as breach of the terms of the contract.

- ii. The agency or its deployed personnel, by virtue of working on CAG/Client's projects, cannot claim any rights on the work performed by them. CAG/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

## **12. OTHER TERMS & CONDITIONS**

i. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstance. If it so happens then Office of the AG (Audit)-I, Maharashtra or PAG (Audit), Goa will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

ii. Office of the AG (Audit)-I, Maharashtra or PAG (Audit), Goa may, by written notice to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for AG (Audit)-I, Maharashtra or PAG (Audit), Goa's convenience, the extent to which performance of work under the work order and/or the contract is terminated and the date upon which such termination becomes effective. Offices of the AG (Audit)-I, Maharashtra and PAG (Audit), Goa reserve the right, individually and collectively, to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.

iii. In the event of the agency's company or the concerned division of the company or organization being taken over / bought over by another company or organization, all the obligations under the agreement with Offices of the AG (Audit)-I, Maharashtra and the PAG (Audit), Goa, will be passed on for compliance by the new company/ new division in the negotiation for their transfer.

- iv. All empanelled agencies agree to undertake to honour all aspects of fair trade practices in executing the work orders placed by Offices of the AG (Audit)-I, Maharashtra and the PAG (Audit), Goa.
- v. Staff of the agency must carry Identity cards issued by the agency while on duty at the Offices of AG (Audit)-I, Maharashtra and PAG (Audit), Goa or any site requested by the clients. The employees may be frisked/ checked by the security personnel, both while entering and leaving the premises of the Offices of AG (Audit)-I, Maharashtra and PAG (Audit), Goa or client sites.
- vi. Offices of the AG (Audit)-I, Maharashtra and PAG (Audit), Goa will not entertain any name change requests during the bidding process. In such cases the bid will be rejected straightaway.
- vii. The client organisations will be free to allocate the work to any or a combination of empanelled agencies and has the right to inspect the premises of printer whenever required.

### **12.1. Micro, Small & Medium Enterprises Development Act**

- i. If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided. Further, the bidder must keep the client organisations informed of any change in the status of the company.
- ii. Exemption from payment of earnest money deposit is being extended to the SSI units registered with the National Small Industries Corporation:

### **12.2. Limitation of Liability**

Except in the case of gross negligence or willful misconduct on the part of the Vendor or on part of any person or company acting on behalf of the Vendor in carrying out the services, the Vendor, with respect to damage caused by the Vendor to the client organisations, shall be liable to compensate the client organisations:

- a. For any indirect or consequential loss or damage; and
- b. for any direct loss or damage, only to the extent of
  - i. the total payments payable under this contract to the Vendor, or
  - ii. the proceeds the Vendor may be entitled to receive from any insurance



maintained by the Vendor to cover such a liability,

Whichever of (i) or (ii) is higher, plus the security deposit submitted by the Vendor.

This limitation of liability shall not affect the Vendor liability, if any, for damage to Third Parties caused by the Vendor or any person or firm / company acting on behalf of the Vendor in carrying out the work.

### **12.3. Force Majeure**

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts or acts of Nature(hereinafter referred to as "events"), and provided notice of happenings of any such event is duly endorsed by the appropriate authorities responsible to declare or consider any events as such 'events' and notice is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

### **12.4. Termination for Insolvency and Default Termination for Insolvency**

The client organisations may, at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

### **Termination for Default**

Default is said to have occurred.

If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by O/o the AG (Audit)-I, Maharashtra or O/o the PAG (Audit), Goa.

If the agency, fails to perform any other obligation(s) under the contract/ work order.

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Office of the AG (Audit)-I, Maharashtra or Office of the PAG (Audit), Goa (or takes longer period in spite of what Office of the AG (Audit)-I, Maharashtra or PAG (Audit), Goa may authorize in writing), Office of the AG (Audit)-I, Maharashtra or PAG (Audit), Goa may terminate the contract / work order in whole or in part.

In addition to above, in the case of default by the agency who has been given the work order, the client organisations may at their discretion, transfer upon such terms and in such manner, as they deem appropriate, work order for similar support service to other agency(ies) in the panel and the defaulting agency will be liable to compensate the client organisations for any extra expenditure involved towards support service to complete the scope of work totally.

### **12.5. Arbitration**

Decision of the Accountant General(Audit)-I, Maharashtra shall be final in the case of a dispute arising out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from the tender or the contract.

### **12.6. Applicable Law**

The Agreement/Contract/work order will be governed by the laws and procedures prevailing in India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

The agency and their deployed personnel, either during the contract or after its completion, shall not disclose any proprietary or confidential information relating to the services, contract or business or operations of Offices of the AG (Audit)-I, Maharashtra or PAG (Audit), Goa without the prior written consent of the respective office.

## **12.7. JURISDICTION**

In any event of dispute arising out of this contract, the competent courts at Mumbai will have the jurisdiction to adjudicate such dispute.

**ANNEXURE 1****VALIDITY OF BIDS, RATES etc.**

<b>S No.</b>	<b>Item</b>	<b>Value</b>
1	Validity of Bids	90 (Ninety) days from opening of the Technical bid
2	Validity of Empanelment	Till 31.03.2024 or till the printing of reports for the FY 23, whichever is later.

**BID SUBMISSION**

The tender shall be submitted online in two parts viz., **Technical Bid and Financial Bid.**

1. **Technical Bid (Eligibility Conditions):** Eligibility conditions shall include proof of eligibility conditions with scanned copies of EMD amount and signed and scanned copy of tender acceptance letter.

2. **Financial Bid: Financial Bid** is to be submitted in the form of BOQ\_XXXX.xls on to the portal or to be dropped in tender box placed in OM section, 1<sup>st</sup> floor, 101, Prathishtha Bhavan, MK Marg, New Marine Lines, Mumbai – 400 020 along with technical bid.

**A. Technical Bid (in CPPP)**

The following documents are to be furnished by the bidder along with **Eligibility Conditions** as per the tender document. For details refer **Annexure-4**

- i. Signed and scanned copy of proof of EMD amount.
- ii. **ISO /BIS** certification for designing, formatting and printing.
- iii. Bidder must submit a copy of the company's registration certificate. Bidder must be an individual company registered in India under the Companies Act, 1956, and should have been in existence in India for **atleast 3 years** prior to the date of issue of this Tender Enquiry. Consortiums are not allowed.
- iv. Bidder should have Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered cooperative societies), Partnership deed (in case of partnership firm). Copies of relevant document must be submitted.
- v. The bidder should have an average annual turnover equal to or greater than Rs. 1,20,00,000/- (Indian Rupees One Crore Twenty Lakhs only). Time and confidentiality are the essence of this work. The reports, till they are placed in the Legislature, are to be kept confidential as part of Parliamentary privilege. Any violation of the same will attract action from legislature. The reports may also need to be printed at short notice in large numbers. To cater to the work of such importance and requirement of adherence to timelines, the bidder should have high output equipment and machinery along with highly skilled professional manpower. Hence, turnover is kept at 400% of estimated work value.

- vi. The average annual turnover submitted under consideration by prospective bidders should be for the last three financial years, i.e. **2019-20, 2020-21, 2021-2022**. A certificate from a Chartered Accountant confirming the average annual turnover of the bidder during the stated financial years must be submitted.
- vii. Bidder must submit a Power of Attorney in the name of the Authorized Signatory of bidding organization for this tender.
- viii. Bidder must provide a copy of the following in the name of the bidding company:
  - (a) PAN Card
  - (b) Goods and Service Tax Registration
- ix. Signed and scanned copy of proof of submission of samples of Reports as required under Sl. No.2.4.3.
- x. Details as per **Annexure 3 – Bid Summary**.
- xi. Signed and Scanned Copy of **Tender Acceptance Letter in the Annexure -8**
- xii. : All the required signed documents shall be dropped in Tender box placed at OM section, 1<sup>st</sup> floor, , 101, Pratishta Bhavan, MK Marg, New Marine Lines, Mumbai – 400 020 at strictly according to critical date sheet at Sl.no. 4
  - **Other conditions for submission of bids**
    - a. Bidder shall adhere to the **Critical Date Sheet** mentioned in this online Advertised Tender Enquiry. **No bids shall be accepted post the deadline as mentioned in the critical date sheet at Sl. No. 2.4.4.**
    - b. O/o the AG (Audit)-I, Maharashtra will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the online bids.
    - c. The bids submitted by fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
    - d. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarifications required, the same should be obtained before submission of the bids.
    - e. In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
    - f. At any time prior to the last date for receipt of bids, O/o the AG (Audit)-I, Maharashtra, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. The amendment will be notified on CPPP e-Procurement website and should be taken into consideration by the prospective agencies

while preparing their bids.

g. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, O/o the AG (Audit)-I, Maharashtra may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in forfeiture of Vendor's EMD.

h. The agencies will bear all costs associated with the preparation and submission of their bids. O/o the AG (Audit)-I, Maharashtra will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

i. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case terms and conditions of the tender document are not acceptable to any vendor, they should clearly specify the deviations in their bids.

j. Bids not submitted as per the specified format and nomenclature may be outrightly rejected.

k. Ambiguous/Incomplete/Illegible bids may be outrightly rejected.

l. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, terms and required specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the vendor's risk and may result in the rejection of the bid.

m. Bidder has to submit bid online.

## **B. FINANCIAL BID**

Schedule of financial bid in the form of BOQ\_XXXX.xls (Annexure-5) of tender document.

**BID SUMMARY**

<b>Name of Bidder</b>		
<b>Date of Incorporation/Registration</b>		
<b>Registered Office Address</b>		
<b>Authorised Signatory Details</b>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Mobile Number</b>	
	<b>Office Phone number</b>	
<b>Details of Alternative Contact other than Authorised Signatory</b>	<b>Name</b>	
	<b>Designation</b>	
	<b>Email</b>	
	<b>Mobile Number</b>	
	<b>Office Phone number</b>	



**ELIGIBILITY CRITERIA**

Sl. No.	Details of the firm:	Insert Value or Other Response
1.	<p>Details of the printing capacity to print reports in terms of —</p> <p>(i) Number of reports/publications printed per year, showing English / Marathi separately for last five years.</p> <p>(ii) Capacity to handle number of reports at a time.</p> <p>(iii) Any other relevant details related to technical details for printing reports.</p>	
2.	<p>If applicable, Bidder should have Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered cooperative societies), Partnership deed (in case of partnership firm). Whether Copies of relevant document are submitted?</p>	Yes/No
<b><u>DETAILS OF THE TECHNICAL BID</u></b>		
3.	<p>Registration certificate of the Company/Sole Proprietorship/Organization/Printing press etc. The agency should have been in existence in India for <b>at least 3 years</b> prior to the date of issue of this Tender Enquiry. Consortiums are not allowed. Number of years for which firm has been in existence.</p>	<p>_____ Years</p>
4.	<p>Ownership details of the printing infrastructure: The printers are required to furnish the proof of ownership of designing/printing press along with complete addresses and telephone numbers of their business/office premises as well as the printing site/sites. Whether relevant documents are submitted?</p>	Yes/No
5.	<p>The bidder should have an average annual turnover equal to or greater than <b>Rupees 1,20,00,000/- (Rupees One Crore twenty Lakhs only)</b>.</p> <p>The average annual turnover submitted under consideration by prospective bidders should be for the last three financial years, i.e. <b>2019-20, 2020-21, 2021-22</b>.</p>	Yes/No

	<p>Certificate from Chartered Accountant confirming the average annual turnover of the bidder during the stated financial years must be submitted.</p> <p>Whether relevant documents are submitted or not?</p>	
6.	<p>Bidder must submit a Power of Attorney in the name of the Authorized Signatory for this tender. Whether the relevant documents are submitted?</p>	Yes/No
7.	<p>Bidder must provide a copy of the following in the name of the bidding organization:</p> <p>a) PAN card</p> <p>b) Goods and Service Tax registration</p>	<p>Yes/No</p> <p>Yes/No</p>

**DETAILED FINANCIAL BID****Note:**

- It is necessary that the bidder submits financial bid in Table below
- Financial bids of only those bidders who qualified in the technical bid (eligibility criteria) round shall be opened.
- Prices should be quoted in Indian Rupees.
- The cost is inclusive of all taxes, levies etc.
- Taxes indicated in the financial bid will be charged as per the prevailing rate.

**Table – Detailed Financial Bid**

(In `)

<b>Sl. No.</b>	<b>Description of work</b>	<b>Rates</b>
1	All inclusive rate per page for designing, formatting etc including photographs, charts, tables, maps etc for:  <b>(i) 150-500 copies of English version of Audit Report</b>	Per Page
2	All inclusive rate per page for designing, formatting etc including photographs, charts, tables and maps etc. for:  <b>(i) 150-500 copies of Marathi version of Audit Report</b>	Per Page
3.	All inclusive rate per page for printing of multi-coloured text pages, photographs, tables and charts etc. of 150-500 copies of <b>English version</b> of Audit Report of following specifications: <b>1) 130 gsm with appropriate finish (glossy Paper) of A-4 size</b>	Per page
4	All inclusive rate per page for printing of multi-coloured text pages, photographs, tables and charts etc. of 150-500 copies of <b>Marathi version</b> of Audit Report of following specifications: <b>1) 130 gsm with appropriate finish (glossy Paper) of A 4size</b>	Per page

5	All inclusive rates for printing of cover ( <b>300 gsm imported art card with glossy finish, lamination, printing in different colours having photographs</b> )	Per cover
6	All inclusive rates for printing /writing of CDs with jacket cover and information sticker label stuck to both on CDs and jacket cover <b>(i) Development charge of CD</b> <b>(ii) Printing cost per CD including label, jacket</b>	Per Report Per CD rate
7	All inclusive rates for the digital printing of 10 signatory copies (each in Marathi and English) The signatory copies would be as per the specifications at bullet no. V under Para no 2.1.2 of Quantity.	Per page
8	All inclusive rates for hard bound binding of each Signatory copy without facsimile signature and with paper jacket of good quality duly printed as same as the cover page as mentioned by indenting sections	Per Copy

**Note:** The same is provided along with the tender document in the form of BOQ\_XXXX.xls on to the CPPP eProcurement portal. Bidder is advised to download the same, quote their rates and upload it on the portal.

**ANNEXURE-6****EMD**

<b>S. No.</b>	<b>Particulars</b>	<b>Amount (in Rs.)</b>	<b>Cheque/ Draft No.</b>	<b>Date</b>	<b>Bank</b>	<b>Branch</b>
1.	EMD	25,000/-				

**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

## **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the

“My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted



using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**Instructions for Offline Bid Submission:**

All bidders are required to submit their offline bid in two bid system i.e. technical & financial bid separately. **The composite bid i.e. rate indicating in the technical bid "OPENLY" shall be ignored and bid will be rejected summarily.**

**First Cover (Technical bid):-** The tender enquiries duly filled in all aspects and having completed all applicable formalities along with original/ scanned copy of required documents as per previously mentioned details be placed in sealed envelope duly superscripted with “TECHNICAL BID, tender enquiry name and date of opening of bid.

**Second Cover (Financial Bid):-** The tender document in the form of BOQ\_XXXX.xls be downloaded from CPPP eProcurement portal, duly filled with quoted rates be placed in the envelope duly superscripted with “FINANCIAL BID, tender enquiry name and date of opening of bid.

These two envelopes shall be placed in a larger envelope duly superscripted with tender enquiry name. The larger envelope containing the two bids shall be dropped in tender box placed at OM section, 1<sup>st</sup> floor, 101, Pratishta Bhavan, MK Marg, New Marine Lines, Mumbai – 400 020.

**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



**TENDER ACCEPTANCE LETTER (To be given on Letter Head)**

**Date:**

**To,**

**The Sr. Deputy Accountant General (Admin.)  
O/o the Accountant General (Audit)-I, Maharashtra  
1<sup>st</sup> floor, , 101, Pratishta Bhavan,  
MK Marg, New Marine Lines, Mumbai – 400 020**

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

**Tender Reference No: -----**

**Name of Tender / Work: - Empanelment of Printers from Mumbai Region for designing, formatting and printing of Audit Reports, booklet/brochure alongwith (CD-ROM) for the period 2023-2024 for use in Indian Audit and Accounts Department (Office of the Accountant General (Audit)-I, Maharashtra & Principal Accountant General (Audit), Goa)**

**Dear Sir,**

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your advertisement given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 33 (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours faithfully,**

**(Signature of the Bidder, with Official Seal)**