File No. 9/22/PAC/Printing/2022/41 dt.24.05.2022

Advertised Online Tender Enquiry for Empanelment of Printers for designing, formatting and printing of Audit Reports along with (CD-ROM) for the period 2022-24 for use in Office of the Principal Accountant General (Audit) Haryana, Chandigarh

Principal Accountant General (Audit)
Office of the Principal Accountant General (Audit) Haryana
Plot No, 4&5 Sector 33-B
CHANDIGARH -160 020
Tel:-0172-2660704 FAX:-2610488

Email. - agauharyana@cag.gov.in

# **TABLE OF CONTENTS**

Para No.	Title of Para	Page No			
1	About Tender Enquiry	4			
2	Availability of Tender	4			
3	Critical Date Sheet	4			
4	Bid Submission	4			
5	<b>Earnest Money Deposit</b>	5			
6	Eligibility Criteria	5			
7	Criteria for Bid Evaluation	6			
	7.1 Technical Parameters	6			
	7.2 Final Combined score	6			
	7.3 Determination of L1	6			
	7.4 Technical Bid Evaluation	7			
	7.5 Financial Bid Evaluation	7			
	7.6 Criterion of Empanelment of Printers	7			
8	Performance Bank Guarantee	7			
9	Scope of Work	7			
	9.1 Specifications / Paper Quality	8			
	9.2 Cover Paper and Binding	8			
	9.3 Quantity	8			
	9.4 Print Quality	8			
	9.5 Rates / Bid validity/ validity of final rates	8			
	9.6 Capacity	9			
10	Payment Terms	9			
11	Delivery	9			
12	<b>Penalty Calculation Process</b>	9			
13	Indemnity	10			
14	Confidentiality	10			
15	General Conditions 10				
16	Other Terms & Conditions	11			

<b>17</b>	Micro, Small & Medium Enterprises Development	11
	Act	
18	Limitation of Liability	11
19	Force Majeure	12
20	Termination for Insolvency and Default	12
	20.1 Termination for Insolvency	12
	20.2 Termination for Default	12
	20.3 Transfer of Work Order to Other Agency	13
21	Arbitration	13
22	Conciliation	13
23	Applicable Law	13
24	Jurisdiction	14
25	Assistance to Bidders	13
26	Annexure	14
	Annexure 1	15
	Annexure 2	16
	Annexure 3	18
	Annexure 4	19
	Annexure 5	20
	Annexure 6	21
	Annexure 7	22

## 1. ABOUT TENDER ENQUIRY

- 1.1 This document is a tender document for "Empanelment of Agencies/Printers for designing, formatting and printing of Audit Reports along with (CD-ROM) for the period 2022-2024 for use in Office of the Principal Accountant General (Audit) Haryana, Chandigarh.
- 1.2 Office of the Principal Accountant General (Audit) Haryana located in Chandigarh intends to get its various Audit Reports (State Government) printed in English and Hindi. Around 4-11 Reports of about 50-300 pages each are required to be printed annually with about 300-550 copies in English and 300-500 copies in Hindi Report. Reports are highly confidential and bidders are to **adhere by the confidentiality clause strictly.**

# 2. AVAILABILITY OF TENDER

The complete Tender Document is available for reference at CPPP e-Publishing website <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> and website of this office <a href="https://cag.gov.in/ag/haryana/en">https://cag.gov.in/ag/haryana/en</a> under the tab "Tenders and Contracts".

#### 3. CRITICAL DATE SHEET

Published Date	24.05.2022
Bid Document Download Sale Start Date	25.05.2022
Bid Submission Start Date	03.06.2022
Bid Submission End Date	15.06.2022
Bid Opening Date	17.06.2022

<sup>\*</sup>Note: a) No Bid will be accepted after the deadline given in the time schedule above.

**b)** Any change in the schedule of tender process will be notified at CPPP e-Publishing site <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> and website of this office <a href="https://cag.gov.in/ag/haryana/en">https://cag.gov.in/ag/haryana/en</a>.

#### 4. BID SUBMISSION

- 4.1 Prospective Printers / Agencies who fulfill the eligibility criteria may submit their sealed tenders under two *Bid System* i.e. **Technical Bid** and **Financial Bid** as per Annexure ...2... and Annexure ...5... in two separate envelopes. Both the envelopes must be super-scribed "Technical Bid" and "Financial Bid" respectively.
- 4.1.1 Both the sealed envelopes should be sealed in a big outer envelope super scribed "Empanelment of Printers for designing, formatting and printing of Audit Reports along with (CD-ROM) for the period 2022-24 for use in Office of the Principal Accountant General (Audit) Haryana" and addressed to the Sr. Audit Officer, House Keeping Section, Office of the Principal Accountant General (Audit) Haryana, Sector 33,B, Chandigarh.
- 4.1.2 Bidders are advised to visit above mentioned websites regularly to keep themselves

- updated as any changes / modifications in the tender will be intimated through these websites only.
- 4.1.3 Bids shall be submitted in physical form/ offline only.
- **4.1.4** For additional instructions, refer to *ANNEXURE 2*.

# 5. EARNEST MONEY DEPOSIT

- 5.1 An Earnest Money Deposit (EMD) as bid security of the value of Rs. 20,000/- (Rupees Twenty thousand only) from a Nationalised Bank valid *for a period of forty five days beyond the final bid validity period*, in the form of DD in favour of Sr. Audit Officer, O/o Principal Accountant General (Audit) Haryana Chandigarh may be submitted along with the bid document.
- 5.2 The **EMD must be submitted physically** in an envelope as mentioned in **Para 4.1** before the bid opening date & time given in the Critical Dates Sheet, **otherwise bids will be rejected**.
- 5.2.1 In case of bidder's withdrawal or altering its bid during the bid validity period, the EMD is liable to be forfeited.
- 5.2.2 The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:
- a. In the case of those Bidders who are not empanelled, 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 this office and submit a Security Deposit in the form of a performance bank guarantee of amount Rs. 50,000/- (Rupees Fifty thousand only).

# 6. Eligibility Criteria

- a. The Agency must be an Indian Printing Press / Firm engaged in printing in Chandigarh/ Delhi/NCR and having its office in Chandigarh/Delhi/NCR only and Registered as per existing norms from Government Department DELHI / NCR Printers should have their local representatives
- b. Printing Agencies must have been in operation for at least a minimum period of 3 years in printing / production of books, reports, brochures, posters, other collateral material, etc. A proof of the experience has to be submitted and it should be in the form of Registration / Incorporation Certificate in the name of the agency submitting the bid or CA's certificate.
- c. Agency must have a minimum annual turnover of **Rs.50.00 Lakh** respectively in each of the three financial years (2018-19, 2019-20 and 2020-21). Thus the cumulative turnover of the agency in last three financial years should be at least **Rs. 1.50 Crore...** A certificate from the Chartered Accountant must be submitted in this regard.
- d. Profile and Track Record of the agency including previous work handled, major clients etc. to be submitted on the letter head of the company duly signed and stamped.
- e. The Agency should have in-house, state of art facilities for printing, designing and all auxiliary facilities.
- f. The Agency should be able to provide a dedicated team for timely production and supply of the printed material and collaterals tendered for.

- g. At the time of bidding, the firms which are black-listed / debarred in participating in any procurement activities by any State, Central Government, and PSU in India are not allowed to bid.
- h. The prospective bidders should submit 2 samples of high quality printed reports (their best reports around 50 pages or more in A-4 size or thereabout size paper of 130 GSM or more in A SEPARATE SEALED ENVELOPE marked "Samples for Technical Bid Designing, Formatting and Printing of Audit Reports of the Office of the Comptroller and Auditor General of India" on it.
  - i ) The Samples should be posted/couriered/ given in person to Sr. Audit Officer, House Keeping Section, Second Floor, Office of Principal Accountant General (Audit) Haryana, Sector 33 B, Chandigarh-160020. Samples of Reports submitted by the bidders for technical evaluation will have to reach this office one week prior to the opening of technical bid.
  - ii) One set of sample of the text and cover paper in A-4 size should be sent along with the bid indicating the type of paper, grammage (weight in gsm) and seal of the printer on each sample.
  - i The bids of those agencies who do not meet any one of the eligibility criteria mentioned above will not be considered for technical evaluation.

#### 7. Criteria for BID EVALUATION

- 7.1 **Technical Parameters: -** Initially, the Bids will be evaluated on the basis of technical parameters given at Pont No. 7.1. The agencies whose score is 70% and above in the technical evaluation will qualify for opening of Financial Bids.
- 7.2 **Final combined score:** After opening and scoring the financial bids of technically qualified bidders, a final combined score will be given to the bidders by giving (70 percent) weightage for the score of technical bid and (30 percent) score of financial bid.
- 7.3 **Determination of L1:-** The bid with the highest weighted combined score (technical and financial) shall be considered as L I and so on i.e. L2, L3 etc.

### 7.4 Technical Bid Evaluation

Technical Bids of only those agencies shall be evaluated who fulfill all the eligibility criteria as mentioned at Point 6 on the basis of following technical parameters:-

S. No.		Max Marks		
1.	Pas	t Experience of the firm/agency		
	i.	Number of years' experience	$\geq$ 2 and $\leq$ 5	5
			$\geq$ 5 and $\leq$ 10	7
			$\geq$ 10 years	10
	ii.	Number of work orders executed for similar nature	>2 and <5	5
		of work.	$\geq$ 5 and $\leq$ 10	7
			≥ 10	10
	iii.	Number of work orders executed for similar nature	$\geq$ 2 and $\leq$ 5	5
		of work in Govt. Organization	$\geq$ 5 and $\leq$ 10	7
			≥ 10	10
2.	Exp	perience of Key Personnel like designer and editor in	<5 years	10

	relevant field etc.	≥ 5 years	15
3.	Presentation by the agencies before the Evaluation		25
	Committee to judge the quality of work done by the		
	printers		
4.	No. of Govt. Publications/ similar reports published	1 to 3	15
		>3	30

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
PAG 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.

# 7.5 FINANCIAL BID EVALUATION

- a. The Financial Bids of technically qualified bidders whose score is 70% and above in the technical evaluation as mentioned at Point No. 7.1 above will be evaluated by a duly constituted Committee.
- b. Financial Bids will be evaluated by taking into consideration of aggregate value of all the items mentioned in the work description (**Annexure-5**).

**Note** \* The rates shall be quoted in Indian rupees as per the Annexure-5 and should be inclusive of all taxes, levies, etc. except GST. GST will be paid as per prevailing rates at the time of order for printing of Reports.

# 7.6 Criterion of Empanelment of Printers

- a. L1 (i.e. lowest tenderer) will be selected on the basis of 70 percent weightage of score of technical bid and 30 percent weightage of score of financial bid.
- b. After selecting the L-1, the remaining qualified bidders i.e. those bidders who are technically qualified and whose financial bids were opened, might be asked to match L-1 to form panel of printers.
- c. There will be NO NEGOTIATION regarding the financial bid.

#### 8. 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 Nationalised Bank in favour of Sr.A.O. Office of Principal Accountant General (Audit) Haryana Chandigarh-160020 valid up to *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.

## 9. SCOPE OF WORK:

The printers would be required to collect the camera-ready/soft copies of the Reports from this office. The Reports would be of following type:

- a. The text of Audit Report shall be in multi colours and is to be printed on 130 gsm with appropriate finish (Matte/glossy Paper of A-4 size) or other paper to be decided by this office.
- b. Before printing the Audit Reports, colours should be got approved by the printers from the indenting office.
- c. The cover design will be coloured, having photographs related to the topic of the Report. The colour scheme of the cover page shall be ascertained by the printer from the indenting office.
- d. Cover page printing, binding of the book, delivery to the indenting offices is to be arranged by the printers at their cost.

# 9.1 SPECIFICATIONS /PAPER QUALITY

Rates should be quoted for designing, formatting and printing of Audit Reports as per the specification given in Annexure-5 (detailed financial bid).

#### 9.2 COVER PAPER AND BINDING

300-gsm imported art card including matte finish lamination of the cover page and gum binding. Gum binding should be of the highest standard and it should be ensured that pages do not come out of the Report. Reports with poor quality binding/loose binding shall be rejected outright.

# 9.3 QUANTITY

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

- a. English version 300-550 copies.
- b. Hindi version 300-500 copies.
- c. The number of pages in each Audit Report is likely to be between 50 and 300 pages approximately.
- d. Out of above copies of English version of each Report, the printer would be required to supply 5-20 signatory copies without facsimile signatures with gold embossed, black rexine cover of best quality.
- e. Similarly out of the above copies of Hindi version, 5-20 signatory copies are to be printed without facsimile signatures with gold embossed black rexine cover of best quality.
- f. Signatory copies as mentioned above may have to be printed digitally, if so desired.

# 9.4 PRINT QUALITY

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

# 9.5 Rates/Bid validity/ validity of final rates

The printers are required to quote rates per page 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), delivery charges, etc.

Your rates, if accepted by this office, will be valid for two years i.e. up to from the date of completion of all contractual formalities/**June 2024**.

#### 9.6 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 Hindi with a print order of 300-550 copies in English and 300-500 copies in Hindi within a week. Printer should have the capacity for designing Audit Reports.

# 10. 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, 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 of O/o PAG (Audit) Haryana Chandigarh) as and when required in the name of PAG, Chandigarh along with all the completed documents and after deducting the applicable penalty etc.
- **d.** 100% payment shall be made against complete acceptance of the material by the consignee after due verification of quality and quantity.

# 11. DELIVERY

The printers shall be liable to collect the material for designing, formatting and printing from the O/o Principal Accountant General (Audit), Haryana, Sector 33 B, Chandigarh and deliver the printed copies to the respective offices 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 stipulated/agreed time frame.

#### 12. PENALTY CALCULATION PROCESS

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

Sl. No.	Condition	Penalty			
(i)	Deviation	If the Report(s) fail to meet the agreed standards of			
	From agreed	designing/printing or deviate from the agreed			
	standards and	specifications, they are liable to be rejected and shall not be			
	quality.	paid for and shall be at the sole discretion of the HOD of the			
		indenting office, even if a printed Report containing certain			
	defects is accepted by the Department for unavoidab				
		reasons.			
(ii)	Delay in contract In case the printers fail to deliver either the signatory copie				
		or the bulk copies within the agreed time frame. A penalty			
		of 5% (five per cent), Considering urgency and importance			
		of printing reports, of the total bill amount(including GST)			
		that will be paid to bidder by audit for printing that report			
		shall be recoverable.			

#### 13. INDEMNITY

- a. PAG and the client organizations stand indemnified of all legal obligations, past/present/future, the agency may have with its professionals.
- b. PAG and the clients stand absolved of any liability on account of loss of life or injury sustained by the Agency staff during the performance of the empanelment and also for any damages or compensation due to any dispute between the agency and its staff and for any laws or damage to Agency's assets, machinery or printing equipment.
- c. The empanelled Agency will indemnify PAG of any infringement of third party rights be them under the Patents Act or the 'Intellectual Property Rights (IPR).

# 14. CONFIDENTIALITY:

- a. 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 shall be considered as a criminal offence and action shall be initiated under the provisions of Cr.P.C. and IPC along with withholding of all payment, forfeiture of performance security and blacklisting of the firm.
- b. The agency or its deployed personnel, by virtue of working on PAG/Client's projects, can't claim any rights on the work performed by them. PAG/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency nor its deployed professionals will be entertained on the deliverables.

# 15. GENERAL CONDITIONS:

- a. The bidder should fulfil the general conditions in order to participate in the Advertised Tender Enquiry.
- b. If the bids are not accompanied by all the requisite supporting documents, the same would be rejected.
- c. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. PAG reserves the right to seek clarifications on the

- already submitted documents, however, no fresh documents shall be accepted.
- d. The rates finalized shall remain valid during validity of the contract.
- e. The prospective bidder should note that if they are empanelled for printing of the State Audit Report, 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.
- f. The selection of vendor for order purpose shall be the sole discretion of the User department.
- g. Technical evaluation of bids will be done only in those cases where bidders fulfill Eligibility Criteria as indicated in **Annexure 4 'Eligibility Criteria'.**
- h. Other conditions as specified in **Annexure 2 "BID submission"**.

#### 16. OTHER TERMS & CONDITIONS

- a. The selected agency will not outsource the work to any other associate/franchisee/ third party under any circumstances. If it so happens then O/o PAG 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.
- b. Office of the PAG may by written notice, sent 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 O/o PAG 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. O/o PAG reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- c. In the event of the agency's company or the concerned division of the company is taken over/ bought over by another company, all the obligations under the agreement with O/o PAG, should be passed on for compliance by the new company/new division in the negotiation for their transfer.
- d. All panel agencies automatically agree with PAG for honouring all aspects of fair trade practices in executing the work orders placed by PAG.
- e. Staff of the agency must carry Identity card issued by the agency while on duty at O/o PAG or client site. Be it private or public areas, the employees are to be frisked/checked by the security personnel, both while entering and leaving the premises.
- f. O/o PAG will not entertain any name change requests during the bidding process. In such cases the bid will be rejected straightaway.
- g. The user Departments will be free to allocate the work to any or a combination of empanelled agencies.

# 17. Micro, Small & Medium Enterprises Development Act

- a. If a bidder falls under the Micro, Small & Medium Enterprises Development Act, 2006, then a copy of the registration certificate must be provided to PAG. Further, the bidder must keep O/o PAG informed of any change in the status of the company.
- b. Following facilities have been extended to the SSI units registered with NSIC:
  - i. Issue of tender sets free of cost
  - ii. Exemption from payment of earnest money

# 18. 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 end User / O/o PAG, shall be liable to end User / O/o PAG:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage, only to the extent of
- A. the total payments payable under this contract to the Vendor, or
- B. the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability,

whichever of (A) or (B) 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.

# 19. 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.

# 20. TERMINATION FOR INSOLVENCY AND DEFAULT

# **20.1** Termination for Insolvency

O/o Principal Accountant General Audit Haryana (PAG) 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.

# 20.2 Termination for Default

Default is said to have occurred

**a.** 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 PAG.

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

# 20.3 Transfer of work order to other agency:-

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 O/o PAG (or takes longer period in spite of what O/o PAG may authorize in writing), O/o PAG may terminate the contract / work order in whole or in part. In addition to above, O/o PAG may at its discretion also take the following actions:-

O/o PAG may transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency will be liable to compensate O/o PAG for any extra expenditure involved towards support service to complete the scope of work totally.

# 21. ARBITRATION:

- 21.1.1 If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996 for arbitration in accordance with Arbitration & conciliation Act, 1996.
- 21.1.2 The Authority to appoint the arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution (ICADR)'.
- 21.1.3 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules.

### 22. CONCILIATION:

- **22.1** If a dispute arises out of or in connection with this contract, or in respect of any the defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996 for conciliation in accordance with Arbitration and Conciliation Act, 1996.
- 222 The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative dispute Resolution (ICADR).
- **22.3** The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

#### 23 APPLICABLE LAW

- 23.1 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.
- 23.2 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 PAG without the prior written consent of PAG.

# **24. JURISDICTION:**

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

# 25. ASSISTANCE TO BIDDERS:

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.

# 26. ANNEXURES

The necessary Annexures are given in the following pages.

# VALIDITY OF BIDS, RATES, ETC.

Sl. No.	Item	Value
1.	Validity of bids	days
2.	Validity of empanelment	Almost 2 (two) years, from the date of finalization to 30.06.2024

#### **BID SUBMISSION**

Interest agencies who fulfill/agree with all the required Terms and Conditions may submit their sealed tenders under two *Bid System* i.e. **Technical Bid** and **Financial Bid** as their Annexure A and Annexure B in two separate envelopes. Both the envelopes super-scribed "Technical Bid" and "Financial Bid" respectively.

Both the sealed envelopes should be sealed in a big outer envelope super scribed "Empanelment of Printers for designing, formatting and printing of Audit Reports along with (CD-ROM) for the period 2022-24 for use in Office of the Principal Accountant General (Audit) Haryana" and addressed to the Sr. Audit Officer, House Keeping Section, Second Floor, Office of Principal Accountant General (Audit) Haryana, Sector 33 B, Chandigarh-160020.

# **Documents/Certificates required:**

For bidding, the firms are required to submit the following self-attested and duly rubber stamped (on each page) photocopies of the following documents relating to their printing press/firm, failing which their bid will be summarily/out-rightly rejected and will not be considered for further evaluation:-

- (a) Registration Certificate as per existing norms from Government Department;
- (b) 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
- (c) Bidder must submit a Power of Attorney in the name of the Authorized Signatory for this tender.
- (d) Copy of GST Registration Certificates;
- (e) Copy of PAN Card;
- (f) A certificate from the Chartered Accountant regarding minimum annual Turn-over of Rs. ...... Lakh respectively in each of the three financial years (2018-19, 2019-20 and 2020-21).
- (g) Proof of minimum three years of experience of printing work ,having similar kind of jobs; A list of Clients etc. to be submitted;
- (h) **ISO or BIS** certification for designing, formatting and printing.
- (i) Proof of submission of samples of Reports as required Para 1.10 of tender document.

# The following documents are also to be furnished by the bidder along with above documents

- a) Details as per Annexure 1 to 8.
- b) Signed Copy of **Tender Acceptance Letter in the Annexure -8 "Tender Acceptance Letter"**.

#### 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**.
- b) PAG 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 clarification is 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, PAG, 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-Publishing 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, PAG 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. PAG 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 out rightly rejected.
- k) Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
- 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.

# **BID SUMMARY**

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

# 1. Criteria for technical evaluation

S. No.		Criteria		Max Marks
1	Pas	t Experience of the firm/agency		
	ii.	Number of years' experience	$\geq$ 2 and $\leq$ 5	5
			$\geq$ 5 and <10	7
			$\geq$ 10 years	10
	ii.	Number of work orders executed for similar nature	>2 and <5	5
		of work.	$\geq$ 5 and <10	7
			≥ 10	10
	iii.	Number of work orders executed for similar nature	$\geq$ 2 and $\leq$ 5	5
		of work in Govt. Organization	$\geq$ 5 and <10	7
			≥ 10	10
2	Experience of Key Personnel like designer and editor in		<5 years	10
	rele	15		
3	Pres	25		
	Cor			
	prin			
4	No.	of Govt. Publications/ similar reports published	1 to 3	15
			>3	30

<sup>\*</sup>Supporting documents must be provided in evidence of above information.

# **Detailed Financial Bid:**

#### Note:

It is necessary that the bidder submits financial bid in Table below:

- a. Financial bids shall be opened only for those bidders who qualified technical Bid (Eligibility Criteria)
- b. Prices should be quoted in Indian Rupees.
- c. Prices should be inclusive of all expenses and taxes except GST. GST will be paid as per prevailing rates.
- d. Taxes indicated in the financial bid will be charged as per the prevailing rate.
- e. Table Detailed Financial Bid

(In Rupees)

Sl. No.	Description of work	Rates
1.	All inclusive rate per page for designing, formatting etc including photographs, charts, tables, maps etc for: (i) 250-500 copies of English/Hindi version of Audit Report (ii) 501-1000 copies of English/Hindi version of Audit Report	Per Page
2.	All inclusive rate per page for printing of multi-coloured text pages, photographs, tables and charts etc. of 250-500 copies of English /Hindi version of Audit Report of following specification 130 gsm with appropriate finish (Matte / glossy Paper) of A-4 size	Per page
3.	All inclusive rate per page for printing of multi-coloured text pages, photographs, tables and charts etc. of <b>501-1000</b> copies of <b>English/Hindi version</b> of Audit Report of following specification <b>130</b> gsm with appropriate finish (Matte / glossy Paper) of A-4 size	Per page
4.	All inclusive rates for printing of cover 300 gsm imported art card with matte finish, lamination, printing in different colours having photographs).	Per cover
5.	All inclusive rates for the digital printing of 8-20 signatory copies each in Hindi and English. The signatory copies would be as per the specifications at bullet (iv)-(vi) at the Sl. No. 3.4 of NIQ.	Per page
6.	All inclusive rates for the Digital printing of 8-20 signatory copies each in Hindi and English. The signatory copies would be as per specifications under (d)-(f) at the Sl. No. 3.4 of Tender Documents (NIT)	Per page

# **Earnest Money Deposit (EMD)**

Sl. No.	Particulars	Amount (in Rs.)	DD No.	Date	Bank	Branch

# TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Principal Accountant General O/o Principal Accountant General (Audit) Haryana Plot No. 4 &5, Sector 33 B Chandigarh – 160 020

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

Tender Reference No: -----

Name of Tender / Work: - Empanelment of Printers for designing, formatting and printing of Audit Reports, along with (CD- ROM) for the period 2022-24 for use in O/o Principal

Accountant General (Audit) Haryana

Dear Sir.

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> 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 20 (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/ organisation 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 the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation 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,

(Name and Signature of authorized signatory with Official Seal)

Name of the
Bidder/
Bidding Firm /
Company:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender.

Name and Values only)

NUMBER #	NUMBER #	NUMBER #	NUMBER #	
BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in percentage	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AM In Words
13	52	53	54	
		0.00	0.00	INR Zero O
		0.00	0.00	INR Zero O
		0.00	0.00	INR Zero O
		0.00	0.00	INR Zero O
		0.00	0.00	INR Zero C
		0.00	0.00	INR Zero C
ly				
		INR Zero		
	hiy	nly	0.00	0.00 0.00 0.00 0.00