

**Empanelment of Vendor for Supply of
Plain and Pre-Printed Stationery on A4
Size Cut Sheets**

Cost of Tender : Rs. 500/-
(Non-Refundable)

**NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION
TECHNOLOGY (NIELIT) CHANDIGARH**

Permanent Campus : Birla Farms, Bada Phull, Ropar 140001(Punjab)

**AN AUTONOMOUS SCIENTIFIC SOCIETY
OF
MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY(MEITY)
GOVERNMENT OF INDIA**



Tender Document for Empanelment of Vendor for Printing and supply of plain and pre-printed stationery on A4 Size Cut Sheets

Name & Address of Bidder	Payment Details			
	Payment Type	NEFT UTR/Reference No. and Date	Name of the Bank and Branch	Amount
	TENDER FEE			
	EMD AMOUNT			

Note : The details of bank account for payment of Tender Fee and EMD Amount through NEFT is as below :

ACCOUNT NAME : NIELIT, Chandigarh
ACCOUNT NO. : 7854005900000019
BANK NAME : Punjab National Bank
ACCOUNT TYPE : CURRENT
BRANCH : SCO 34, Sector 71, Mohali, Punjab – 160 062
IFSC CODE : PUNB0785400n

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1. IMPORTANT NOTICE

- i) Tender document may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through “Instructions for online Bid Submission” provided at Annexure-A.
- ii) Bidders can access Tender document on the website, fill them with all relevant information and submit the completed Tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>
- iii) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

2. BACKGROUND

- i) NIELIT Chandigarh, a premier institute of the northern region, is a registered society under 'The Societies Registration ACT XXI' of 1860. It was setup as "Regional Computer Centre" by the erstwhile Department of Electronics, Govt. of India in the year 1978 to promote the use of Information Technology and to provide IT education to various Government Organizations, Public Sector Undertakings and Autonomous Bodies of northern region. RCC upon merger with DOEACC Society, Department of Information Technology, Ministry of Communication and Information Technology, in the year 2002, was re-christened as DOEACC Society, Chandigarh Centre. The centre has now been renamed as NIELIT Chandigarh w.e.f. 10th Oct., 2011. NIELIT Chandigarh is a professionally managed Centre with clear-cut strategies and aims at developing excellence in IECT and reaching out to masses for their skill development.
- ii) NIELIT Chandigarh has been imparting education and training in the field of Electronics and Information Technology in formal and non-formal sector. Students of various Engineering Colleges as well as employees of various Govt. departments, Defence personnel etc. have been undergoing training in various advanced courses. It has also been extending its services in various other fields of Electronics and Information Technology at national level.

3. INVITATION TO BID

NIELIT Chandigarh invites on-line bids through CPP Portal <https://eprocure.gov.in/eprocure/app> for empanelment of vendor for printing and supply of pre-printed stationery on A4 size cut sheets.

3.1 Tender to Bidders

- i) NIELIT Chandigarh (hereinafter called “the Purchaser”) invites on-line Bids for “**empanelment of vendor for printing and supply of pre-printed stationery on A4 size cut sheets**”. The detailed scope of work for this assignment is provided in **Section 4 – Scope of Services**.
- ii) The selected bidder(s) will be called Vendor for the purpose of this tender and for the whole duration of the contract thereof.
- iii) Notice regarding issue of this Tender will also be published in one regional news paper and displayed on the website of Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> and the website of the Purchaser at nielit.gov.in/Chandigarh.
- iv) Any subsequent corrigenda/clarifications related to this Tender Document will be published on the website of the Purchaser at nielit.gov.in/Chandigarh and website of Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. All such subsequent corrigenda/clarifications shall be binding on the bidders.
- v) The bidders are advised to study this Tender document carefully before submitting their bids in response to the bid Invitation. Submission of a bid in response to this invitation shall be deemed to be have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- vi) The bidders will need to upload their Bid and the documents at Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. The formats for Submission of Technical Bids have been given at Annexure-D of this Tender document and shall be followed by the bidder.
- vii) The Purchaser is not bound to accept any bids, and at its sole discretion reserves the right to annul the selection process at any time prior to the award of contract without assigning any reasons to the bidders whatsoever and without thereby incurring any liability to the bidders. Format of Technical Bid and Financial Bid are enclosed at Annexure-D and Annexure-E.
- viii) Value of the Contract is Rs. 10.00 (Ten) Lakhs approximate for duration of one year empanelled period.

Empanelment of Vendor for Supply of Plain and Pre-Printed Stationery on A4 Size Cut Sheets**ix) Tender Document Fees:**

The bidders shall pay **Rs 500/- (Rupees Five Hundred only)** through NEFT as per Bank Account details mentioned at Page No. 1 of this Tender document. This fee is non-refundable.

x) Earnest Money Deposit (EMD) :

All bids submitted in response to this Tender document shall be accompanied by Earnest Money Deposit (EMD) of **Rs. 20,000/- (Twenty Thousand only)**. The EMD shall be paid through NEFT as per Bank Account details mentioned at Page No. 1 of this Tender document.

xi) Forfeiture of Earnest Money Deposit (EMD) :

The EMD submitted along with the bid shall be forfeited under the following conditions:

- a. If the bid is withdrawn during the validity period or any extension agreed to by the Bidder thereof.
 - b. If the bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extended period.
 - c. If the Bidder tries to influence the evaluation process.
 - d. If the Bidder is successful and fails to sign the Contract within the time stipulated by the Purchaser.
- b.
- a. If the Bidder refuses to take up the job within the time stipulated by the purchaser.
 - b. If the bidder fails to comply with any of the provisions of the tender document.
 - c. If the Bidder, having been notified of his selection, fails or refuses to submit the required Performance Security Deposit by way of Bank Guarantee within the time stipulated by the Purchaser.
 - d. Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Agency/ Bidder such as severing future business relation or black listing, etc., as may be deemed fit.

xii) Refund of EMD :

The EMD will be refunded as follows:

- a. In the case of unsuccessful bidders, the EMD will be returned to them without any interest accrued thereon at the earliest after the award of the contract to the successful bidders.
- b. In the case of selected bidder(s), the EMD shall be refunded on receipt of the Performance Security Deposit by way of Bank Guarantee

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xiii) Performance Bank Guarantee:

Security Deposit in the form of an unconditional, unequivocal and irrevocable Performance Bank Guarantee (PBG) will be submitted within period of seven days of the date of award of job order equivalent to **10% (Ten Percent)** of the contract value valid for the entire period of the contract plus an additional 3 (Three) months beyond the contract period and any applicable extension periods as may be required by the Purchaser.

3.2 Important Information

S. NO.	Information	Details
1.	Name of the purchaser	NIELIT Chandigarh
2.	Date of Publishing of Tender Document	11-03-2019 (10.00 A.M.)
3.	Tender Document Download Start Date	11-03-2019 (10.00 A.M.)
4.	Bid Submission Start Date	11-03-2019 (10.00 A.M.)
5.	Last date and time for Bid submission (Technical & Financial)	22-03-2019 (3.00 P.M.)
6.	Date and Time for opening of Technical Bids	25-03-2019 (3.00 P.M.)
7.	Contact Person for queries	Sh. Gurpreet Singh Joint Director(Systems) NIELIT Chandigarh Birla Farms, Badda Phull, Ropar 140001 Mobile : 98148-52852,9815785962 Email: gpsingh@nielit.gov.in

3.3 General Eligibility Criteria:

- i) The Bidder should have a minimum 3 (Three) years experience in the relevant field as on 31-March-2018.
- ii) The bidder should have PAN, Registration number and GST Registration number.
- iii) The Bidder should have annual turnover of at least Rs 20 lakhs during each of the last three financial years i.e. 2015-16, 2016-17 and 2017-18 as evidenced by the audited accounts of the organization/ CA Certificate certifying turnover.
- iv) The Bidder should not have been blacklisted by the Central, any State/UT Government, or any central or state Government agency as on the date of publishing of this Tender document or during the subsequent bid processing and evaluation.
- v) Only those Bidders who meet the eligibility criteria specified above will be eligible to respond to this Tender. The Bidder's bid shall contain the relevant information and supporting documents (as specified in **Section 3.4** below against each criteria) to substantiate the eligibility of the Bidder vis-à-vis the pre-qualification criteria.
- vi) The bidder should have experience of providing similar services to at least 3 (Three) Departments / Organizations of the Government of India / Autonomous Body / State / UT Governments etc during the last three financial years i.e. 2015-16, 2016-17 and 2017-18.

3.4 Mandatory List of Documents to be Submitted

- i) Scanned copy of duly filled Tender Acceptance Letter as per Annexure-B.
- ii) Declaration by the President/CEO/CMD of the organization clearly stating that the organization has not been blacklisted by Central/State/UT Government or any other Government agency and has not been charged/prosecuted by court of law for any fraudulent activity duly attested by Notary Public. Format enclosed at Annexure-C.
- iii) Scanned copy of Technical bid duly signed by authorized signatory of the bidder along with seal of firm as per Annexure-D.
- iv) Scanned copy complete Tender document duly signed by authorized signatory of the bidder along with seal of firm.
- v) Scanned copy of NEFT Receipt/ Proof of successful transaction with UTR No. of Tender Fee and EMD Amount duly signed by authorized signatory of the bidder along with seal of firm.

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- vi) Scanned copy of Balance sheets duly certified by CA alongwith certificate of CA certifying Annual Turnover for 2015-16, 2016-17 and 2017-18 duly signed by authorized signatory of the bidder along with seal of firm.
- vii) Scanned copy of the valid GST Registration No. of the bidder, scanned copy of the valid registration number of the firm, as well as copy of PAN Card of the firm allotted by the income tax department duly signed by authorized signatory of the bidder along with seal of firm.
- viii) Scanned copy of job orders and Satisfactory Performance certificate from at least three organizations where the contractor has supplied the relevant material during the last 3 financial years i.e. 2015-16, 2016-17, 2017-18.
- ix) Scanned copy of non relationship certificate with any official of NIELIT (on bidder's letter head).

3.5 Definitions and Acronyms

- i) BG – Bank Guarantee.
- ii) Bid – Bid means the entire set of documents including the financial bid that have been submitted by the bidders in response to this Tender Document.
- iii) Bidder – Shall mean agency participating in this bidding process. The bidder should mandatorily have relevant and demonstrable experience in the relevant field.
- iv) EMD – Earnest Money Deposit.
- v) PBG – Performance Bank Guarantee.
- vi) Period of Contract – One year from the date of signing of contract with the selected bidder(s), which may be extended by the Purchaser depending upon the nature of work.
- vii) Purchaser - “Purchaser” means the entity with which the selected Bidder signs the Contract for the Services. In this Tender document and for the purposes of this project, the ‘Purchaser’ means ‘NIELIT Chandigarh’.

4. SCOPE OF WORK/SERVICES

Empanelment of vendor for supply of plain and pre-printing A4 Size cut sheets.

Rates are to be quoted keeping following points under consideration:-

- i. Rate should be quoted per packet of 500 sheets plain and pre-printed stationery, which should be exclusive of GST and inclusive of printing/binding/freight/Toll taxes etc.
- ii. Paper should be of first quality. In case inferior quality paper found by the committee, the whole/part of supply can be rejected of the firm & penalty will be imposed as decided by the purchaser.
- iii. Paper should be of first quality (HPC/Ballarpur/TNPL/JK/ITC Maplitho paper) as per requirement.
- iv. The price quoted shall be firm and Plain and Printed Sheets shall be delivered at the location specified at the time of placing the supply order.
- v. The size and Text of the sheets will be as per sample provided along with purchase order. Before printing, artwork has to be got approved from the officer concerned of this centre.
- vi. These Sheets should be of good quality to ensure that they should run properly and smoothly on high speed laser printers and do not cause any error/problem while printing. There should not be any deviation from the specifications of stationery mentioned in purchase order. In case the stationery is not found according to the specifications mentioned or of the required quality, the same will be rejected without assigning any reason. Copies found defective with respect to printing or inferior quality, the entire printed material is liable to be rejected at your risk and cost.
- vii. The quality of paper shall be as per specifications mentioned in purchase order, printing quality, ink used in printing and printing facing is to be as per industry standard.
- viii. The colour of the sheets/text printing shall be intimated while placing the purchase order.
- ix. The Sheets are to be supplied with packing in lots of 500 sheets and these are to be packed in vacuum free and dust free packing.

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- x. The vendor shall ensure that standard security checks in the sheets are observed.
- xi. The vendor will be required to adhere to the specifications of paper, get the final proofs approved from this Centre, before final printing. Printing will be done after due approval of final proof or art work by this Centre for which vendor will also be required to submit the proof at different stages as many time as may be required by this Centre for which no separate charges shall be payable.
- xii. The Purchaser reserves the right to reject the full/part of purchase order if items received are found not confirming to the required specifications or unsuitable or of substandard quality and damaged. Rejected material will be sent back to you at your cost.
- xiii. Items damaged in transit will have to be replaced at tenderer's cost.
- xiv. No advance payment against job order will be made.
- xv. The bill will be raised to NIELIT Chandigarh on supply of complete material against respective supply order.
- xvi. Bills must bear the GST Registration Number.
- xvii. 100% payment will be made within 30 days from the date of acceptance of the goods.
- xviii. The vendor shall supply Plain and Pre-Printed Stationery exactly as per specifications indicated in purchase order. Any no. of sample of papers used for printing stationery may be drawn by the purchaser from the material at random and may be got tested from any laboratory of repute. Expenses of laboratory testing charged will be borne by NIELIT incase material supplied is found to be as per specification of GSM or within admissible tolerance limit of +/- 2.5%. But incase material supplied not as per specification and beyond tolerance limit then the laboratory expenses will be charged from the vendor.
- xix. Order for the supply of plain and pre-printed stationery may be placed on monthly/bimonthly basis during the period of validity of the empanelment period supply will have to be made within 20 days from the issue of supply order.
- xx. The annual requirement of packs will be 6500 (approx.) packs (one pack contains 500 sheets).

Empanelment of Vendor for Supply of Plain and Pre-Printed Stationery on A4 Size Cut Sheets**xxi. PENALTY****a) For late delivery:**

The supplier will be liable to pay penalty @ 1/2% (half percent) per day on entire lot of supply order to be supplied together subject to a maximum of 5% or the actual loss, if any, whichever is higher, as a result of delay/undelivered stationery. In case the stationery is not supplied within 10 days after the specified period, Director, NIELIT Chandigarh, will have the right to purchase stationery from any other source at the risk and cost of the supplier and 10% penalty will also be payable by the defaulting supplier in addition to the difference in actual cost of stationery.

b) For Variation in GSM:

The stationery supplied in each consignment will be subject to inspection. A sample of 10%, subject to minimum of 5 packs of each type of stationery may be checked by the Committee in each lot of delivery.

In case variation in GSM is more than +/- 2.5% of tolerance limit, the following penalties shall be levied incase stationery is accepted :

- a) Price of supply material will be reduced directly in proportion to the less GSM supplied and
- b) Penalty @ 3% on bill amount for per less GSM from specification i.e. if variation in GSM is +/- 2% then penalty @ 6% if variation in GSM is +/- 3% then penalty @ 9% may be imposed on total bill amount and will increase in the same proportion in case of more variation.
- c) Laboratory charges will be deducted from the supplier.

NOTE : THE TOTAL AMOUNT PAYABLE FOR ORDERED VALUE UNDER A PARTICULAR SLAB SHALL BE LIMITED TO THE MINIMUM VALUE OF NEXT SLAB.

5. OTHER TERMS & CONDITIONS

- i. The bidder will not sublet / transfer whole or any part of the assigned work to other(s).
- ii. The bidder should provide the client list along with addresses.
- iii. The bidder should quote rates for A4 Sheets in the Financial Bid (Annexure - E).
- iv. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- v. Incomplete/Conditional tenders will be rejected.

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- vi. Rates quoted by the bidder should be exclusive of GST and inclusive of all charges/other taxes as applicable from time to time. No other charges/taxes/levies shall be payable.
- vii. The bidder shall maintain strict secrecy and confidentiality and shall not divulge any information to any third party.
- viii. The approved rates shall be valid initially for a period of one year.
- ix. Any subsequent corrigenda/clarifications related to this tender will be published on the websites nielit.gov.in and Chandigarh.nielit.gov.in and CPP Portal. All such subsequent corrigenda/ clarifications shall be binding on the bidders.
- x. Director, NIELIT Chandigarh reserves the right to reject any or all the tenders without assigning any reason.
- xi. The decision of Director, NIELIT Chandigarh in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

6. BID OPENING AND EVALUATION

6.1 Evaluation Committee(s)

The Evaluation Committee constituted by the Purchaser shall evaluate the Bids as per procedures. L1 rates will be evaluated on the basis of overall totals.

6.2 Bid Opening and Evaluation

The Bids must be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app>. on or before the due date and time.

'Technical Bid' of all the Bids uploaded on CPP Portal will be opened at specified date time mentioned in Tender document.

The Technical evaluation of the bids will be done on the basis of the information supplied by the bidders in their bid (as per format Annexure-D) as well as all other relevant documents submitted by the bidder.

Post technical evaluation, the financial bids will be opened.

Financial bids of Technically short-listed qualified bidders shall be opened by the Tender Evaluation Committee for which separate date will be fixed and displayed on CPPP website: <http://eprocure.gov.in/eprocure/app>

Director, NIELIT Chandigarh shall at its own discretion have the authority to disqualify any or all bid(s) that it finds to be inappropriate without giving any reason/justification to the bidder.

The decision of the Director, NIELIT Chandigarh on any of the above matters will be final and binding on all the bidders and no further discussion/interface will be held with the bidders whose bids are disqualified/rejected.

6.3 Signing of Contract

The selected bidder(s) shall be required to enter into a contract with the Purchaser, within seven (07) days of the award of the contract or within such extended period, as may be specified by the Purchaser.

This contract shall be on the basis of this document and such other terms and conditions as may be determined by the Purchaser, to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

7 INSTRUCTIONS TO BIDDERS

7.1 Submission of Bid

The bid shall be submitted online in two parts, viz., Technical bid and Financial bid.

a. TECHNICAL BID

The scanned copy of the required documents are to be uploaded by the bidder as per details mentioned in Section 3.4.

b. FINANCIAL BID

The Financial bid format as per Annexure-E is provided as BoQ_XXXX.xls file along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates inclusive of all type of taxes and charges in the permitted column and upload the same in the financial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

7.2 Validity of Bid submitted

The bids submitted by the tenderer shall remain valid for a period of 90 days after the closing date (deadline) for submission of bids prescribed in this document. A bid valid for shorter period may be rejected as non-responsive. The Purchaser may solicit the bidders' consent to an extension of tender Document validity (but without the modification in their Bid).

Empanelment of Vendor for Supply of Plain and Pre-Printed Stationery on A4 Size Cut Sheets**7.3 Clarifications on Bid submitted**

During evaluation, the Purchaser may, at its discretion, ask the respondents for clarifications on their bids. The Bidders are required to respond within the time frame prescribed by the Purchaser.

7.4 Amendments of Tender Document

At any time prior to the deadline for submission of the Bid, the Purchaser may for any reason, amend the Tender document by issuing suitable Corrigendum. Any corrigendum in this regard will be published on the website <https://eprocure.gov.in/eprocure/app> and the website of the Purchaser at nielit.gov.in/Chandigarh & nielit.gov.in and such amendments shall be binding on bidder(s).

7.5 Disqualification

The Purchaser may at its sole discretion and at any time during the evaluation of bid, disqualify any bidder, if the bidder:

- a. makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b. exhibits a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any job allotted in the preceding three years;
- c. submits a bid which is not accompanied with required documentation or which is non-responsive to the terms and conditions and stipulations herein;
- d. fails to provide clarifications related thereto within given time frame, when sought;
- e. submits more than one bid;
- f. has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

7.6 Guarantee and Quality of Stationery

The period of guarantee/warranty shall be 12 months from date of receipt of the computer stationery.

The Director, NIELIT Chandigarh, will have the right to reject the stationery of unacceptable quality. Director, NIELIT Chandigarh, may also impose such penalty as defined in Clause 4(xxi) supply of poor/unsatisfactory quality of stationery or defect in printing even if the same is accepted for use by this Centre. The decision of Director, NIELIT Chandigarh, in this regard will be final.

The rejected pre-printed stationery would be lifted by the supplier within 15 days after the date of letter of rejection issued by NIELIT Chandigarh, after getting the same defaced to the satisfaction of NIELIT Chandigarh before lifting. If the supplier does not lift the rejected material after defacing it within stipulated period, NIELIT Chandigarh, would be at liberty to get the stationery suitably defaced at the cost of supplier and dispose of the same as per discretion of Director, NIELIT Chandigarh. Otherwise NIELIT Chandigarh, may claim the storage

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charges at the rate of Rs.2/- per pack per month or part thereof for the rejected stationery not lifted within the stipulated period.

7.7 Risk Purchase

If the supplier fails to make supplies even within ten days after the specified delivery period, NIELIT Chandigarh would be within its rights to obtain supplies of the quantities ordered from other sources/ suppliers at the then prevailing market rates without floating any formal enquiry at the cost and risk of the supplier. In such event, the defaulting supplier would also be liable to pay 10% penalty (5% for disturbance and 5% for delay) over and above the cost of stationery. Similar purchases would be made in the case of supplies of stationery which is rejected on account of poor quality at the risk and cost of the supplier. Each empanelled vendor would be required to provide one plate and final artwork on CD/email after getting the art work approved of the urgently required item as specified, for the use of this Centre as and when necessitated.

7.8 Security Deposit

The successful tenderer(s) will be required to deposit 10% of tender value as Performance Security Deposit by way of NEFT/ RTGS/ Bank draft drawn in favour of NIELIT Chandigarh, payable at Chandigarh/Mohali within ten days from the date of issue of empanelment letter failing which the earnest money deposited (EMD) will stand forfeited. This amount of EMD can be adjusted against Performance Security Deposit which will be kept as security for faithful execution of the contract. In the event of default on the part of the contractor in the faithful execution of the contract, the security deposit shall be forfeited in full or part thereof. On successful completion of the contract the amount of security deposit will be released after 60 days from the date of expiry of the contract.

7.9 Period of Contract

The contract would be for an initial period of one (1) year from the date of signing of contract with selected bidder, which may be extended for 6(six) months at Purchaser's discretion, depending upon the nature of work.

7.10 Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid.

7.11 Disclaimer

The Purchaser reserves the right to

- a) Reject any / all bids without assigning any reasons therefor,
- b) Relax or waive any of the conditions stipulated in this Tender document as deemed necessary without assigning any reasons therefore, and

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- c) Include any other clause in the scope of work at any time after consultation in the pre-bid meeting or otherwise.

7.12 Corrupt or Fraudulent Practices

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, the Purchaser reserves the right to reject such bids at its sole discretion.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official of the Purchaser in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

“Fraudulent Practice” means a misrepresentation of facts in order to influence the evaluation and selection process to the detriment of the Purchaser.

7.13 Limits on Promotion/Publicity/Advt.

The selected bidders shall not perform any kind of promotion, publicity or advertising etc. at the Purchaser and their field offices through any kinds of hoardings, banners or the like.

7.14 Force Majeure

Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this tender, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. Accident, restraint of government, governmental acts, injunctions, other than those of the party or its suppliers, that prevent party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party’s reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party’s failure to perform its obligations under this tender.

If a party asserts Force Majeure as an excuse for failure to perform the party’s obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood

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or actual occurrence of an event described in this Clause (Force Majeure).

7.15 Arbitration

If a dispute arises out of or in connection with the tender, or in respect of any defined legal relationship associated therewith or derived there from, and has not been settled amicably, any party can refer that dispute for arbitration under the Arbitration and Conciliation Act 1996 as per ICADR guidelines/rules on the subject matter. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the guidelines/rules. All arbitration awards shall be in writing and shall state the reasons for the award. The place of arbitration proceeding shall be Chandigarh.

7.16 Jurisdiction:

Appropriate courts at Ropar under the jurisdiction of Hon'ble High Court of Punjab and Haryana at Chandigarh shall have exclusive jurisdiction to try and entertain any dispute arising there from.

7.17 Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

ANNEXURE - A

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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 “Click **here to Enroll**” on the CPP Portal 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 II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / 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

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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.
- 3) 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) 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" 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 he/she 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 submit the EMD as per the instructions specified in the tender document.
- 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 prices 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

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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 biddersø 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & 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.

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. The contact number for the helpdesk is 1800 3070 2232.

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ANNEXURE - B

Tender Acceptance Letter
(TO BE GIVEN ON COMPANY LETTER HEAD)

To,

The Director
National Institute of Electronics and Information Technology (NIELIT)
**Permanent Campus : Birla Farms, Bada Phull,
Ropar, Punjab-140001.**

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

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the CPPP Portal.
2. I/We hereby certify that I / we have read the entire terms and conditions of Tender document including all documents Annexure's, 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/ organization too has 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. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

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ANNEXURE - C

(To Be Submitted With Technical Bid)

Self-Declaration – Non Blacklisting (Duly attested by the Notary Public)

To

The Director

National Institute of Electronics and Information Technology (NIELIT)

Permanent Campus : Birla Farms, Bada Phull,

Ropar, Punjab-140001.

Sir,

In response to this tender, I/ We hereby declare that presently our Company/ firm M/s _____ is having unblemished record and is not declared ineligible for corrupt and /or fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm M/s _____ is not blacklisted and not declared ineligible for corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission and no Criminal Case is pending against the firm/employees.

If this declaration is found to be incorrect at any stage then without prejudice to any other action that may be taken, my/ our Earnest Money may be forfeited in full and the award of Work Order may be cancelled.

Thanking you,

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized Signatories

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ANNEXURE - D

Technical Bid Format (To Be Submitted With Technical Bid)

1.	Name, Registered Address and Telephone Number of the Organization.	:		
2.	Date of commencement of Business óDetails of incorporation of the company (Please furnish proof in support of your statement)	:		
3.	Status of the organization (i.e. whether Proprietorship, Partnership, Private Limited / Public Limited Company, Registered under Societies Registration Act, etc.)	:		
4.	Registration Number of the Organization. (Please attach Certificate of Registration / Incorporation).	:		
5.	Name of the C.E.O. / Proprietor	:		
6.	Name, designation and address, including phone/mobile number of the Contact Person.	:		
7.	Details of Machines			
	SNo.	Name of Machine	Size	Speed of Machine Per Hour
8.	Annual Turnover (In Lakh Rupees) (upload copies of Balance Sheet/ CA Certificate)	:	2015-16 2016-17 2017-18	
8.	Details of Tender Fee	:	-	
10.	Details of E.M.D. Amount	:	- -	
11.	Self-Declaration duly attested by the Notary Public for never being blacklisted as per Annexure C	:	Yes / No	
12.	Details of Printing machinery	:	-	
13.	Details of Computers and Typesetting Equipments	:	-	
14.	Details of Processing Machinery & Plate Making	:	-	

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Sl. No.	Documentary Proof of	Registration No. with Date & validity upto	Proof Uploaded (if Yes then File Name)
a.	Proof of incorporation/inception of the Agency		
b.	PAN Card		
c.	Income Tax Return for the last 3 Financial years i.e. 2015-16,2016-17, 2017-18.		
d.	GST Registration Proof		
e.	Any other relevant information		

Details of value of contracts in terms of clause no 3.3(i) of the tender document (attach a comprehensive list along-with copies of contracts/Purchase Orders and satisfactory supply certificate from customer organization)

Name & Address of the organization to which material supplied	Purchase Order No and Date	Name & Phone No. of contact person	Brief Description of material supplied

Place: _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Authorized
Signatories/Seal

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ANNEXURE - E

Financial Bid -Schedule of price bid in the form of BOQ_XXXX.xls

	Tender Inviting Authority: Director NIELIT Chandigarh		
	Name of Work: Charges for printing and supply of plain and pre-printed stationery on A4 size cut sheets		
Contract No:		Bidder Name :	
	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. Bidders are allowed to enter the Bidder Name and Values only)		

Sr. No.	Item Description	Quantity to be taken for arriving at L-1 Rates (1 Pack contains 500 sheets)	Quantity Slabs in packs (1 Pack contains 500 sheets)	Rates per pack excluding GST/including other applicable taxes and freight (Rs.)	Total Amount (Rs.)
1.	Pre-printing of A4 size cut sheets with dimensions 11.69 inches X 8.27 inches on 75 GSM first quality paper with front size printing in two colours and back side in single colour (Ballarpur/TNPL/JK/ITC Maplitho paper)	10	Upto 10		
		100	11 To 100		
		500	101 To 500		
		2000	500 To 2000		
2.	Pre-printing of A4 size cut sheets on Pink/Sky Blue/Sea Green etc. with dimensions 11.69 inches X 8.27 inches on 75 GSM on first quality paper with single colour printing back side (Ballarpur/TNPL/JK/ITC Maplitho paper)	10	Upto 10		
		100	11 To 100		
		500	101 To 500		
		2000	500 To 2000		
3.	Pre-printing of A4 size cut sheets on Pink/Sky Blue/Sea Green etc. with dimensions 11.69 inches X 8.27 inches on 75 GSM on first quality paper with Four colour printing on front side and single colour printing on back side (Ballarpur/TNPL/JK/ITC Maplitho paper)	10	Upto 10		
		100	11 To 100		
		500	101 To 500		
		2000	500 To 2000		
4.	Plain A4 Sheets White/pink/sea green/skyblue with dimensions 11.69 inches X 8.27 inches on 75 GSM first quality paper (Ballarpur/TNPL/JK/ITC Maplitho paper)	10	Upto 10		
		100	11 To 100		
		500	101 To 500		
		2000	500 To 2000		

NOTE : THE TOTAL AMOUNT PAYABLE FOR ORDERED VALUE UNDER A PARTICULAR SLAB SHALL BE LIMITED TO THE MINIMUM VALUE OF NEXT SLAB.

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ANNEXURE - F

Format of Performance Bank Guarantee (PBG)

BANK GUARANTEE NO.

DATE

PERIOD OF BANK GUARANTEE:- VALID UPTO (15 months from the date of Selection)

AMOUNT OF GUARANTEE: Rs. -----

To

The Director,

National Institute of Electronics and Information Technology (NIELIT)

Permanent Campus : Birla Farms, Bada Phull,

Ropar, Punjab-140001.

THIS DEED OF GUARANTEE EXECUTED ON THIS ___ Day of _____ 2019 by {Name of the Bank issuing guarantee} a scheduled commercial bank , constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its registered office at -----, Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favour of Director, NIELIT Chandigarh, **Permanent Campus : Birla Farms, Bada Phull, Ropar, Punjab-140001** (hereinafter referred to as "Purchaser" which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Selection Notification No. ----- dated ----- (Hereinafter called the "Selection Notification") for selecting M/s. ----- as Vendor for supply of plain and pre-printed stationery on A4-size Cut Sheets to NIELIT Chandigarh stands accepted by NIELIT Chandigarh .

And whereas to ensure due performance of the obligations of the Service Providing Agency to the satisfaction of the Purchaser towards printing and supply of OMR Sheets to NIELIT Chandigarh the said performance and in terms thereof by the Service Providing Agency as aforesaid, the Guarantor Bank at the request of the Service Providing Agency has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

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In consideration of the Purchaser, having engaged M/S _____ as Vendor for Supply of plain and pre-printed A4-size Cut Sheets to NIELIT Chandigarh stands accepted by NIELIT Chandigarh (Name of the Guarantor Bank) do hereby undertake as under:

- a) To indemnify and keep indemnified the Purchaser to the extent of the sum of Rs. - ----- -- /- (Rs. ----- only) for the losses and damages that may be caused to or suffered by the Purchaser in the event of non-performance or part/under performance of whatever nature on the part of the Service Providing Agency in discharging their obligations under the said contract against the above selection notification order and further undertake to pay immediately on demand to the Purchaser the amount claimed under this guarantee not exceeding Rs. ----- /- (Rs. -----only) without demur and without the Purchaser needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Purchaser shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b) The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the obligations under the contract against the Selection Notification and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract against the Selection Notification have been fully paid and its claims satisfied or discharged or till _____Office/Department/Ministry of _____ certifies that the terms and conditions of the said contract against the Selection Notification have been fully and properly carried out by the Service Providing Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
- c) This guarantee shall not in any way be affected by the change in the constitution of the Service Providing Agency or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the Purchaser or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the Purchaser.
- d) We, _____ (indicate the name of bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to

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vary any of the terms and conditions of the said contract against the Selection Notification or to extend time of performance by the Service Providing Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Service Provider Agency and to forbear or enforce any of the terms and conditions relating to the said contract against the Selection Notification and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Service Provider Agency or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Service Providing Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

e) We, _____ (indicate the name of bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

f) Notwithstanding anything contained above

The liability of the guarantor Bank under this deed of guarantee is restricted to Rs. ----- /- (Rs. ----- only). This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place
Date

For

Authorized Signatories
Seal