



# MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

PRESCRIBED TENDER FORM AND TERMS & CONDITIONS FOR PRINTING WORK IN PREFERENCE TO OUR NIT NO. MLSU/TEN/PRINTING/AP/2020-21/ 697 DATED :-19.03.2021

## **NOTE:-**

Tender must be submitted strictly in accordance to all terms and conditions of the tender-notice, tender form of the University, otherwise the tender shall not be considered and shall be rejected out-right as the counter (firm's own) terms and conditions are not accepted in any case. Bidder should read these terms and conditions very carefully and comply strictly while submitting their tenders. If a bidder has any doubt regarding the interpretation of any of the terms and conditions or specifications mentioned in these documents, he should get this clarification before submitting the tender from to the Comptroller, The decision of the Comptroller regarding the interpretation of the conditions and specifications shall be final and binding on these tenders (bids).

## **There are two sets of tender forms containing the following documents:**

- |   |      |
|---|------|
| 1. Tender notice No. MLSU/Ten/Printing/AP/2020-21/697 Dt.19.03.2021 | 2    |
| 2. Special terms and condition for job work of color printing.      | 3-4  |
| 3. Tender Form  | 5-6  |
| 4. Annexure (A-G)   | 7-11 |
| 5. Form of Bid-Securing Declaration                                 | 12   |

Please retain one set for your record and submit one complete set dully filled in signed and stamped along with earnest money remittance documents.

Encl. As above

**COMPTROLLER  
MLSU**

## **DETAILS ABOUT THE TENDERER:**

(To be filled in by the tenderer)

Name of the Bidding Company/Firm	
Name of contact person (Authorized Bid Signatory)	
Correspondence Address	
Mobile No.	
Telephone Number (Land Line) & Fax	
Website & E-mail Address	
Form of Bid Securing Declaration	
Tender fee Rs. 500/- Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	DDno.....Dated:..... Bank

## **DECLARATION**

I/We hereby declare that I/We have read all the General, Special Terms and conditions and scope of work & specifications of the tender items of the University and I/We agree to confirm to these.

**SIGNATURE OF THE TENDERER**



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# MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

SPECIAL TERMS AND CONDITIONS FOR PRINTING WORK (HISTORY OF UNIVERSITY) TO BE EXECUTED UNDER TENDER CODE NO: MLSU/TEN/PRINTING/AP/2020-21/697 dt. 19.03.2021

1. Tenders should be sent to the Comptroller, Mohanlal Sukhadia University, Udaipur (Rajasthan) Under a Registered A.D. Cover in a double envelope duly sealed and marked " TENDER FOR PRINTING WORK UNDER TENDER CODE NO: AS TO REACH THIS OFFICE ON OR BEFORE 26-03-2021 at 02:30 pm if any tender received after the due date and time shall not be considered.
2. The tenders will be opened on same day at 3:00 pm by the Committee.
3. The tenders must be accompanied the Tender Notice(Encl.No.1 )failing which it will not be considered and rejected out-right.
4. **The bidder must have computer, laser printer, Scanner, Offset/Mini offset, Binding shop, Power Generator human resources and at own premises.**
5. If the tenderer resiles from his offer or offers his own (counter)terms and conditions after opening of the tenders, his offer is liable to be rejected.
6. This contract will be valid for a period of **six months from issuing the date of Rate Contract.** however it can be extended further on mutual agreement.
7. The Comptroller, M.L.S.University, Udaipur reserves the right to accept any tender, not necessarily the lowest , reject any tender without assigning any reason and accept any tender for all of any one or more items for which tender has been submitted .
8. The tender must be submitted accurately in accordance with the conditions of the tender and all the enclosures(duly signed and stamped)must be attached along with the tender as demanded otherwise the tender will be rejected.
9. This contract can be repudiated at any time by the Comptroller, M.L.S. University, Udaipur if the work is not executed in time.
10. The rates shall remain firm and fix during the contract period and no increase shall be allow which includes all taxes and charges.
11. Legal proceedings if any arising on this tender, shall have to be lodged in the courts situated in Udaipur and not elsewhere.
12. The tenderer should not quote their own (means counter) conditions while submitting the tender. Any counter conditions or counter proposals submitted by the tenderers will not be considered at all. If a tenderer imposes conditions mentioned herein, his tender is liable to summary rejection. The firm intending to get their counter or extra conditions accepted, should not submit the tender and when once the tender is submitted it will be construed that the bidder agrees to all the terms and conditions of the tender.
13. Payment of the bill shall be made after completion of the work of satisfactory. No part payment will be entertained/accepted.
14. Approved tender will have to execute an agreement in the prescribed format on a non-judicial stamp of Rs. 500/- at his own cost within seven days from the approval order in the MLSU, Udaipur.
15. Not with standing anything contained herein before in these special terms and conditions the University reserves to itself the right to take action against the defaulting Printers (Printing Press) for any kind of misbehavior or for any breach of the contract whatsoever by way of working imposes of any penalty ,forfeiting of security money, cancellation of order,

cancellation of the agreement and blacklisting and such other action which the University deem fit.

16. The Successful tenderer will have to furnish a Bank Guarantee/DD of Rs. (which will be 2.5% of order value for printing in favor of undersigned).
17. The committee constituted for finalization of the tender reserves' the right to visit the site of the printer.
18. Delivery/Collection of proof etc. will be arranged by the approved printer from the concerning units of this University.
19. Printing material shall be supplied **within a period of 10 days from the issuing date of work order & supply should be made at University**
20. The printing matter will be provided by the University in MS-WORD which to be converted in Coral or page maker by the tenderer and he should also responsible for formatting.
21. The bidder should submit the rate per page including paper, cover page, multi- colour printer cutting, Lamination, Binding, Creasing and all related work.
22. Time will be the essence of the contract and for any delays in delivery of the printing material shall be subject to liquidated damage as follows :-
  1. For delay up to 25% of the supply period, 2<sup>1/2</sup> % of the value of the balance supply.
  2. For delay up to 50% of the stipulated supply period, 5 % of the value of the balance supply.
  3. For delay up to 75% of the stipulated supply period, 7<sup>1/2</sup> % of the value of the balance supply.
  4. For delay up to 100% of the stipulated supply period, 10 % of the value of the balance supply.
23. Should have an annual average turnover of Rs. 8 00 lacs in previous 3 Year i.e. 2017-18, 2018-19, & 2019-20.
24. The bidders shall have experience of printing works (Books, Magazine) for at least a period of 3 financial years as proof of publication of printing work.
25. The bidder should have enough manpower (detail of employees with designation) to complete the job within the time specified by Mohanlal Sukhadia University, Udaipur.
26. Subletting & Consortium will not be allowed.
27. Provision of Rajasthan Transparency in Public Procurement Act 2013 (Act No.21 of 2012) Govt. of Rajasthan shall be applicable with regard to delay in supplies and other residue eventuates.

**COMPTROLLER**  
**M.L.SUKHADIA UNIVERSITY:UDAIPUR**

I/We hereby declare that I/We have read Special and General Terms and Conditions carefully and I/We agree to confirm these.

**SIGNATURE OF THE TENDERER**  
**WITH HIS FIRM'S RUBBER STAMP.**



# MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

## FINANCIAL BID

To,

The Comptroller,  
Mohanlal Sukhadia University,  
UDAIPUR

Sub.: Tender for printing material with paper.

Ref. : Your Tender Notice No.

Sir,

In response to the above referred Tender Notice, we are submitting our Offer for the **History of MLSU, Udaipur** as per General Terms & Conditions against Tender code No.

1. Name of Tenderer : \_\_\_\_\_

2.(a) Address of the Tenderer \_\_\_\_\_

(b) Phone No. \_\_\_\_\_ E-Mail address \_\_\_\_\_ (c) Mobile No. \_\_\_\_\_

d) Earnest Money. : Form of Bid-Securing Declarataion\_\_on Judicial Stamp of Rs.50

S.No.	Name of work with Specification	Approximate Qty. 1000 Books	Net Rate per page in INR (FOR UDAIPUR) Including cover page	Rate of GST	TOTAL AMT.
A	<b>History of MLSU, Udaipur</b> Specification :- <b>a.</b> No. of Pages (with cover page) 400+4 (404 approx.) <b>b.</b> Book Size:- 8” <sub>1/2</sub> x11” <sub>1/4</sub> (inches) <b>c.</b> Complete printing in four colors the paper for inside Glazed art paper 90 GSM. <b>d.</b> Paper for cover art card sheet 300 GSM with Lamination				
<b>Note :- Please do not Quote rates here.</b>					

Price should be quoted including paper, multicolour, printing cutting, lamination, binding and creasing etc.

**DECLARATION**

**I/We hereby declare that I/We have read carefully all the above University rates, Special & General Terms and Conditions and I/We hereby agree to perform the work .**

**SIGNATURE OF THE TENDERER WITH HIS FIRM'S RUBBER STAMP**

## **Annexure A : Compliance with the code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process ;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly , to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest , if any ; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest:-**

The bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligation, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

**Annexure B : Declaration by the Bidder regarding Qualifications:-**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of..... in response to their Notice Inviting Bids No ..... Dated..... I/we hereby declare under section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:-

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/ our obligation to pay such of the taxes payable to the union and the State Government or any local authority a specified in the Biding Document;
3. I/ we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our Qualification to enter in to a procurement contract within a period of three years preceding the commencement of this procurement process. Or not have been otherwise disqualification pursuant to debarment proceeding;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name :

Designation :

Address :



## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority.....

The designation and address of the second Appellate authority is.....

### **(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to first Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceeding:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

### **(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely :-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

### **(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

## **(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

## **(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or second Appellate authority, as the case may be, shall , -
- (i) hear all the parties to appeal present before him; and
- (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed

### **2. Procuring Entity's Right to vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensations except otherwise provided in the Condition of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

### **3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

## Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
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We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on        day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

