



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

PRESCRIBED TENDER FORM AND TERMS & CONDITIONS FOR JOB WORK OF COLOUR PRINTING FOR THE YEAR 2019-20 IN PREFERENCE TO OUR NIT NO. MLSU/TEN /PRINTING/AP/2019-20/ 525 dated 24.07.2019

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/2018-19/525 dt. 24.07.19 | 2 |
| 2. Special terms and condition for job work of color printing. | 3-4 |
| 3. Form for quoting discount rates | 5-7 |
| 4. Annexure (A-G) | 8-12 |

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	
EMD Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	Amount Rs. 16,000/- DD no.....Dated:..... Bank
Tender fee Rs. 590/- Bank Draft/Pay Order payable at Udaipur. (Cheques /FDR are not acceptable)	DD no.....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



मोहनलाल सुखाड़िया विश्वविद्यालय, उदयपुर

क्रमांक : मोलासुविवि/निविदा/ AP / 2019-20/ 525

दिनांक – 24.07.2019

निविदा सूचना

विश्वविद्यालय के विभिन्न कार्य हेतु अनुभवी फर्मों से लेखन सामग्री की आपूर्ति, प्रिन्टिंग कार्य के लिए निविदाएं दिनांक 06.08.2019 दोपहर 2:30 बजे तक आमन्त्रित की जाती है तथा प्राप्त निविदाएं उसी दिन दोपहर 3:00 बजे खोली जावेगी। निविदा संबंधित समस्त जानकारी विश्वविद्यालय वेबसाइट www.mlsu.ac.in तथा www.sppp.rajasthan.gov.in से डाउनलोड की जा सकती हैं।

क्रम संख्या	विवरण	अनुमानित राशि	धरोहर राशि	निविदा शुल्क
1	विभिन्न प्रिन्टिंग कार्य एवं कलर प्रिंटिंग	8,00,000 / -	16,000 / -	590 / -
2	विविध प्रकार की लेखन सामग्री जैसे रजिस्टर, लेजर पेपर, मेपलिथो पेपर, सफेद पेपर, कार्ड सीट, पैन, फाईल, फाईल पेड, फोटोस्टेट पेपर, क्लोथ लाईन लिफाफे इत्यादि।	9,00,000 / -	18,000 / -	590 / -

वित्त नियंत्रक



MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

SPECIAL TERMS AND CONDITIONS FOR PRINTING WORK TO BE EXECUTED UNDER TENDER CODE NO: MLSU/TEN/PRINTING/AP/2019-20 FOR THE PERIOD ENDING ON IN REFERENCE TO TENDER- NOTICE No. MLSU/TEN/PRINTING/AU/2019-20/525 DATED 24.07.2019

1. Tenders should be sent to the Comptroller, M.L.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: AP/2019-20 AS TO REACH THIS OFFICE BEFORE THE DUE DATE AND TIME. If tenders are delivered by hand, a receipt should be obtained. Any tender received after the due date and time shall not be considered.
2. The tenders will be opened on same day 06.08.2019 at 3:00 pm by the Committee.
3. The tenders must be accompanied by an Earnest Money of Rs.16,000/-as demanded in the Tender Notice(Encl.No.1)failing which it will not be considered and rejected out-right. Earnest Money should be deposited only in form of Bank draft/pay order in the name of Comptroller, MLS University, Udaipur. Cheques, FDRs and Cash are not accepted in any case.
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 Earnest Money is liable to be forfeited.
6. This contract will be valid for period ending on **31.07.2020** 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 alongwith 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 tenderer agrees to all the terms and conditions of the tender.
13. Payment of the bill shall be made by the indenter 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 (Which shall be supplied with the approval order) on a non-judicial stamp of Rs. 500/- at his own cost within seven days from the approval order in the MLSU, Udaipur.
15. The tenderer shall quote the rate below in % on the University rate mentioned in the tender form enclosed herewith. The rates should be quoted taken together all the items i.e. A to G above.
16. The Paper usage account shall be submitted by the printer alongwith the bill else the bills will not accepted.
17. 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.
18. One copy of the typeset matter will be invariably provided to the University in PDF format on a floppy or CD/format required by the University/Unit and will be kept under safe custody by the indenter. These rates are F.O.R. University Store/Colleges Units and include all charges except paper for printing only. The paper for this purpose will be supplied by the concerning Unit. For multicolour printing the paper calculated will be 5%.
19. Printing paper and printing materials will be collected/delivered by the approved printer at/from the University Stores/ or stores of any other unit.
20. The Successful tenderer will have to furnish a Bank Guarantee/DD of Rs. 40,000/- for printing in favour of undersigned.
21. **The University at many occasions needs printing in urgency. The tendering firm has to meet this requirement without extra charges.**
22. The committee constituted for finalization of the tender reserves' the right to visit the site of the printer.
23. Delivery/Collection of proof etc. will be arranged by the approved printer from the concerning units of this University.
24. 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.
25. No previous Earnest Money will be adjusted for this tender.

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

TENDER FORM FOR QUOTING THE DISCOUNT RATES

To,

The Comptroller,
MLS University,
UDAIPUR-

Sub.: Tender for approval of Offset Printing Press under code No. AP/2019-20

Ref.: Your Tender Notice No.

Sir,

In response to the above referred Tender Notice, we are submitting our Offer for approval of Printing Press for under taking Printing Work on the University Schedule Rates, Special & General Terms & Conditions against Tender code No. AP/2019-20

1. Name of Tenderer : _____

2. (a) Address of the Tenderer _____

(b) Phone No. _____ E-Mail address _____ (c) Fax No. _____

d) Earnest Money DD/PO/BC No. : _____ Dated: _____ Amount _____

3. University rates for Job work of Printing for Computer Type Setting, Scanning, Offset Printing and Miscellaneous work are as under:

Computer Type Setting (Both English/Hindi or Mixed) :

	Type of Matter	Size (Minimum charges per page or part thereof)		
		A4 (8 ½ x 11 ½)	FS Legal (8 ½ x 13 ½)	A5 (5 ½ x 8 ½)
1	Running Text	Rs. 75/-	Rs. 75/-	Rs. 50/-
2	Tabulation Matter	Rs. 75/-	Rs. 75/-	Rs. 50/-
3	Graphics/Design Work/Flow Chart + Illustrations	Rs. 100/-	Rs. 100/	Rs. 75/-

Note :

(i) For every matter two proofs and one final print on butter/plain paper (1200 dpi) will be provided by the approved contractor and final proof shall be collected from concerning Department.

(ii) If text matter is provided by the Indenter in composed form & if the matter is to be printed almost as such no composing charges will be given to the printer.

(iii) 50% of composing charges will be taken for page setting and corrections.

B. Scanning

Color Scanning, splitting, films making	Rs. 1.25 per square inch for any size
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C. Offset Printing

S.No	Type of Matter	Plate Size		
		17 x 27	20 x 30	18 x 23
1	Any colour printing charges (per plate) including plate making for minimum 1000 impressions or multiples excluding type - setting and scanning	Rs. 300.00	Rs. 350.00	Rs. 200.00
2	Printing charges for additional 1000 impression in any single colour	Rs. 140.00	Rs. 150.00	Rs. 150.00

D. Mini Offset Printing (A4)

Any single colour printing charges including cost of master plate making for minimum 1000 impression or multiples excluding type-setting and scanning.	Rs. 150.00
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E. Colour Laser Photocopying

Type of Matter	A4 (18x23/4)	A4 (18x23/2)
(i) Photocopy only Colour	Rs. 25 per copy	Rs. 40 per copy
(ii) Designing and Photocopy Colour	Rs. 55 per copy	Rs. 65 per copy

F. Screen Printing *(excluding design/typesetting and butter)

Visiting Card (Multicolour)	Rs. 2.00 per card
Letter Heads	Rs. 2.00 per copy
Envelopes etc. All size	Rs. 2.00 per envelopes
A4 size full matter	Rs. 1.00 per copy
Foolscap full matter	Rs. 1.50 per copy
Invitation cards upto 7" x5"	Rs. 3.00 per card

G. Binding work as per size of paper

Items	17x27/8	20x30/8	23x36/8	Below1/4 size
(Rate upto 500 pages)				
1. Spiral	Rs.30.00	Rs.30.00	Rs. 40.00	Rs. 25.00
(per 100 pages or multiple)				
2. Glue Binding	Rs.40.00	Rs.40.00	Rs. 40.00	Rs. 20.00
3. Side pin binding with cover	Rs. 5.00	Rs. 5.00	Rs. 5.00	Rs. 3.00
4. Centre Pin Binding	Rs. 5.00	Rs. 5.00	Rs. 5.00	Rs. 3.00
5. Stiff binding with full cloth/Rexene	Rs. 150.00	Rs. 150.00	Rs. 150.00	Rs. 75.00
6. Limp binding with full cloth	Rs. 125.00	Rs. 125.00	Rs.150.00	Rs.50.00
7. Limp binding with cloth back	Rs. 75.00	Rs. 75.00	Rs.100.00	Rs. 40.00
8. Letter pad binding (saras of fevicol) including cost of material	Rs. 15.00	Rs. 15.00	Rs.15.00	Rs.10.00

H. Lamination (all size)

(1) Sheet Lamination	Rs. 0.01 per sq. inch
(2) Solution/Chemical Lamination	Rs. 0.01 per sq. inch

I. Miscellaneous Jobs (When done exclusively)

Numbering	Rs. 25.00 (per Thousand)
Perforation	Rs. 25.00 (per Thousand)
Stitching	Rs. 25.00 (per Thousand)
Ruling (Both Side)	Rs. 100.00 (per Thousand)
Eyelet fixing	Rs. 100.00 (per Thousand)
Printing of Envelopes (address etc) of all size including cloth/plastic etc.	Rs. 200.00 (per Thousand copies)

Special Penalty Clause

1. The firm approved for the rate contract will be under obligation to carryout the job/s of the University/Units on priority basis against the written orders or explicit intent. No compromise in the quality and timely execution of the job/s shall be entertained. In the event of unsatisfactory performance and delay in execution of work beyond reasonable limits the University/Unit will be free to get their work done from other agencies and any excess amount paid for that job will be charged from the approved firm as a compensation for poor quality and non-compliance of the job in time.
2. One to Five percent (1 - 5 %) penalty can be imposed on poor workmanship by the authority concerned.
3. The rates will be allowed next below for which size has not been mentioned.
4. 3% Wastage of paper will be allowed.
5. Delivery/Collection of proof etc. will be arranged by the approved Printer.
6. Printing paper and printing materials will be collected/delivered by the approved printer.
7. **The entire work of printing shall be got done through the above approved Printers.**

COMPTROLLER

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 work onpercent below/above on the above rates.

**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) Filling 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 authorised 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 there of relating to the matter.
- (c) After hearing the parties, perusal or 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.