

J-11011/26/2021-MEDIA

Government of India
Ministry of Panchayati Raj

9th Floor, Tower II, Jeevan Bharti,
Parliament Street, New Delhi-110001

Dated : 12th August, 2021

BID DOCUMENT/EXPRESSION OF INTEREST

(e – Procurement)

Subject: Online Open Tender for Annual Rate Contract valid for two years for composing, translating, printing, packaging and delivery of around/about 2.818 lakh copies of the quarterly magazine “Gramoday Sankalp”, in English, Hindi, and 11 other Indian languages—regarding.

Bidders /Tenderers can download the tender document from Government e-Marketplace website at www.gem.gov.in. Bidders /Tenderers are required to submit the bid online by uploading all the relevant documents through www.gem.gov.in.

2. Tender document can also be downloaded from the Ministry’s website at www.panchayat.gov.in and www.gem.gov.in. For further details regarding Amendment /Addendum /Extension please visit website: www.gem.gov.in and www.panchayat.gov.in.

Website: www.panchayat.gov.in

E -mail: multi.rawat@gov.in

The Bid details as required to be uploaded on GeM portal are as follows:

1. **Bid Start Date / Time** – 12/08/2021 (Tentative- July, 2021)
2. **Bid Duration**(Number of Days)–21
3. **Bid End Date/Time**--- 02 September, 2021(09:00 PM)
4. **Bid Opening Date/ Time**--- 02 September, 2021(09:30 PM)
5. **Bid Life Cycle (From Publish Date)**–90days
6. **Bid Offer Validity (From End Date)**-60days
7. **RA post Technical Evaluation**-No
8. **Time to be allowed to the seller for Technical Clarification During Technical Evaluation**- 3 Days
9. **Bid Estimated Value**– 4 crore (for 8 issues/2year @Rs.50 lakh per issue approx.)
10. **Contract Duration**–2 years
11. **Set Minimum Price for this Bid**–No
12. **Participation Eligibility Criterion**

Bidder Annual Turn Over (in Lakhs) – 200
Project Experience Criteria (in years)–3
13. **Do You Want To Give Exemption To Verified MSE?**-Yes
14. **Do You Want To Give Exemption To Verified Startups?**-Yes
15. **Instruction to Bidder**

SECTION I

NOTICE INVITING TENDERS (NIT)/EXPRESSION OF INTEREST (EOI)

Subject: Annual rate contract valid for two years for composing, translating, printing, packaging and delivery of around/about 2.818 lakh copies of the quarterly magazine “GRAMODAY SANKALP”, in English, Hindi, and 11 other Indian languages—regarding.

Ministry of Panchayati Raj, Government of India, invites bids, for the specification and description of work as per the Section-V of this tender document, under two-bid Open Tender Enquiry (OTE) through e-tendering only, from empanelled printer of BoC / Publication Division Government of India.

2. Printing and publishing agencies which can undertake the composing, translating, printing, packaging & delivery work along with creation of e-Books per the technical specifications and qualification criteria given in Section-III of this tender document and can supply the printed copy within the specified time schedule (refer Scope of Work) should submit their quotations.

3. Printing and publishing agencies (Bidders/Tenderers) would be required to register on the GeM Portal at www.gem.gov.in to be able to participate in the bidding process.
4. Bidders /Tenderers can download the bid document from GeM Portal website at www.gem.gov.in.
5. Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.gem.gov.in
6. Tender document can also be downloaded from the Ministry's website at www.panchayat.gov.in.
7. For further details regarding Amendment/Addendum/Extension please visit website: www.gem.gov.in and www.panchayat.gov.in.
8. In lieu of exemption from payment of Earnest Money Deposit (EMD)/Bid Security, each bidder is required to submit duly signed "Bid Security Declaration" accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be suspended for the period of 10 years from participating in future Tenders/contracts of the Ministry.
9. Bidders/Tenderers need to scan and upload the various documents as required in this tender document.
10. Relaxations to MSMEs and Start-ups will be provided as per provisions of GFR 2017 and Manual for Procurement of Consultancy and Other Services 2017.
11. The technical bids will be opened online by a committee of officers (Tender Opening Committee or TOC) duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of Bid Security Declaration/Affidavits, etc. uploaded by the bidders will be verified and downloaded for technical evaluation.
12. The bidders/tenderers will be required to make a presentation of 10 minutes before a committee of officers to demonstrate their capability that they can produce a quality magazine. Accordingly, the necessary man and machine owned by the agency the lay out/design/printing/translation etc. experience of similar Government work of the proposed magazine will be covered in the presentation. Date and time for evaluation and presentation will be duly intimated separately.
13. To become technically eligible the bidder would be required to obtain 75% of total marks in the technical bid. Parameters of evaluation of technical bids are given in Section IX of the tender documents.
14. The Financial Bids will be opened at a later date, which will be duly intimated to the tenderers who are found eligible as per the criteria in all respects.
15. The Financial bid (price bid) of only technically qualified bidders will be opened online by a committee of officers and the result will be displayed on www.gem.gov.in and www.panchayat.gov.in which can be seen by all bidders who participated in the tender.
16. The firm has to give an undertaking or Affidavit that there is no vigilance/CBI/FEMA case pending against the firm/supplier and neither they have been black listed by any ministry or department of Central/State Governments.
17. The printer will assign one nodal officer as the single point of contact and coordination. The printer will also intimate the Ministry the list of dedicated printing team engaged for the printing of

this magazine along with their contact details.

18. Ministry of Panchayati Raj, New Delhi reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.

19. At any time, prior to the date of submission of bid, Competent Authority, Ministry of Panchayati Raj, New Delhi may, for any reason, whether at his/her own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders/tenderers who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment in to account in preparing the bid, Competent Authority, Ministry of Panchayati Raj, New Delhi may at his/her discretion, extend the date and time for submission of bids.

SECTION–II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) “Purchaser” means the organization (i.e. Ministry of Panchayati Raj) purchasing goods and services as incorporated in the Tender documents.
- (ii) “Tender” means Bids /Quotation /Tender received online from a Firm /Tenderer /Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting online Bids /Quotation /Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) “Contract” means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (v) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (vi) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (vii) “Inspection” means activities such as measuring, examining, testing, one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (viii) “Day” means calendar day.

1.3 Abbreviations:

- (i) “NIT” means Notice Inviting Tenders.
- (ii) “GIT” means General Instructions to Tenderers

- (iii) “GCC” means General Conditions of Contract
- (iv) “VAT” means Value Added Tax
- (v) “GST” means Goods and Services Tax
- (vi) “PAN” means Permanent Account Number
- (vii) “TIN” means Taxpayer Identification Number
- (viii) “N.B.” an abbreviation for the Latin phrase “nota bene”, meaning “note well” or “pay special attention”.

2. Introduction

2.1 The Purchaser has issued online tender documents for purchase of printing related goods and services which also indicates, *inter alia*, the required timeline for production, tentative delivery schedule, terms and place of delivery etc.

2.2 This section (Section II - “General Instruction to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and online submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for online receipt and online opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 Before formulating the tender and online submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

3. Availability of Funds

Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser through budgetary allocation.

4. Language of Tender

4.1 The tender submitted online by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted online by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

This invitation for tenders is open to all Agencies who fulfill the eligibility criteria specified in Section III of these documents.

6. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation and online submission of its tender and for subsequent processing of the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B. TENDER DOCUMENTS

7. Content of Tender Documents

The relevant details of the required printing related goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details, etc. to proceed further.

8. Amendments to tender documents

8.1 At any time prior to the deadline for online submission of tenders, the purchaser may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

8.2 Such an amendment will be notified/displayed in the website: www.gem.gov.in and www.panchayat.gov.in.

8.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

C. PREPARATION OF TENDERS

9. Documents Comprising the Tender

The **Two Bid Tender System**, i.e. “Technical Bid” and “Financial Bid” prepared by the tenderer shall comprise the following:

(A) Technical Bid

- i) The Technical Bid will be furnished in the format given for this purpose in Section X of the tender documents.
- ii) “Bid Security Declaration” in lieu of exemption from payment of Earnest Money Deposit (EMD).
- iii) T&C of Tender Acceptance Form as per Section VII.
- iv) Documentary evidence, as necessary in terms of GIT clauses 5 and 13 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer who quotes for supply of goods and services must be the printer or publisher. Quotations by agents on behalf of other printer or publisher will not be eligible.
- vi) Power of Attorney in favour of signatory of tender documents.
- vii) Documents and relevant details to establish in accordance with GIT clause 13 that the services to be supplied by the tenderer conform to the requirement of the tender documents.
- viii) Checklist as per Section VIII.

(B) Price Tender:

The Price Tender will be furnished in the format given for this purpose in Section XI of the tender documents.

(c) N.B.

- (i) It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.
- (ii) The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- (iii) Tender document sent by Speed Post /Registered Post /Courier /Fax /Mail or any other related mode, other than by online submission, through www.gem.gov.in, shall be ignored.

10. Tender currencies

The tenderer shall quote prices only in Indian Rupees. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

11. Firm Price

Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Tax component shall be reimbursed as per actual on production of documentary proof.

12. Alternative Tenders

Alternative Tenders are not permitted.

13. Documents Establishing Tenderer's Eligibility and Qualifications

13.1 Pursuant to GIT clause 9, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

13.2 The documentary evidence furnished should clearly establish that the tenderer possesses the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section III.

14. Earnest Money Deposit (EMD)

14.1 In lieu of exemption from payment of Earnest Money Deposit (EMD)/Bid Security, each bidder is required to submit duly signed "Bid Security Declaration" accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be suspended for the period of 10 years from participating in future Tenders/contracts of the Ministry.

14.2 Bid Security Declaration should be submitted along with Technical Bid.

14.3 Technical Bid not accompanied with bid security declaration shall summarily be rejected.

15. Tender Validity

15.1 The validity of bids shall be for a period of 60 days from the date of opening of the tender. However, the validity of rates quoted in the bids could be extended with the approval of Competent Authority and consent of bidders.

15.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable/e-mail followed by surface mail. The tenderers, who agree to

extend the tender validity, are to extend the same without any change or modification of their original tender.

15.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

16. Signing and Sealing of Tender

16.1 The tenderers shall submit their tenders online as per the instructions contained in GIT clauses 9(c)(iii) and 17.

16.2 The original copies of the tender shall either be typed or written in indelible ink and the same shall be signed and duly stamped with the agency's seal by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract, scanned and upload online at www.gem.gov.in. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

16.3 All the documents of the tender shall be duly signed and stamped with the agency's seal at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any, shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

16.4 The tenderer has to scan all the documents and upload the same, as prescribed above.

16.5 Tender document seeks quotation following **two Tender/Bid System**, in two parts. First part will be known as '**Technical Bid**', and the second part '**Financial Bid**' as specified in clause 9 of GIT.

D. SUBMISSION OF TENDERS

17. Online Submission of Tenders

17.1 Tenderers shall ensure that their tenders, complete in all respects shall be scanned and submitted online at www.gem.gov.in within the stipulated date and time. It is advised to all bidders to submit their bids well before the closing date/time to avoid any difficulties in bidding process during the closing hour.

17.2 The tenderers must ensure that they upload their tenders not later than the closing time and date specified for online submission of tenders.

17.3 The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.

17.4 The bidders should scan and upload the respective documents in Technical Documentation as per the Checklist in Section VIII.

17.5 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

18. Late Tender

Tender after the scheduled date and time will not be accepted by the GeM portal.

19. Alteration and Withdrawal of Tender

As per provision in the GeM Portal, no tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this

period, it will result in suspension of the agency for a period of 10 years from participating in future tender/contracts of the Ministry.

E. TENDER OPENING

20. Opening of Tenders

20.1 The purchaser will open the tenders online through Tender Opening Committee (TOC) at the specified date and time and at the specified place as indicated in the NIT.

20.2 In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

20.3 Authorized representatives of the tenderers, who have submitted tenders on time may attend the online tender opening.

20.4 The **Technical Bids/Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/authority through Tender Opening Committee/Tender Evaluation Committee with reference to parameters prescribed in the tender document. During the Technical Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods/services offered, delivery period and any other special features of the tenders, as deemed fit by the tender opening official(s). **The firm should be substantially responsive to the specifications provided in the Tender Document.** Thereafter, in the second stage, the Price Tenders of only the Technically qualified offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical tender.

20.6 The bidder should ensure that the bid documents submitted should be free from 'virus' and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

F. SCRUTINY AND EVALUATION OF TENDERS

21. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

22. Preliminary Scrutiny of Tenders

22.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

22.2 Prior to the detailed evaluation of Price Tenders, the Purchaser will determine the substantial responsiveness of each Tender to the tender document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 2), Force Majeure (GCC Clause 9) and Applicable law (GCC Clause 16) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself.

22.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot

subsequently be made responsive by the Tenderer by correction of the non-conformity.

22.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

22.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- (i) T&C of Tender Acceptance form as per Section VII (signed and stamped) is not uploaded.
- (ii) All tender documents uploaded are not signed and duly stamped.
- (iii) Proposed Tender validity is shorter than the required period as mentioned in Clause 15.1 of GIT.
- (iv) Bid Security Declaration/ EMD exemption documents have not been provided.
- (v) Tenderer has quoted for goods/services manufactured by other manufacturer(s).
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods/services offered are not meeting the tender enquiry specifications.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender documents like terms of payment, liquidated damages clause, dispute resolution mechanism, applicable law etc.
- (ix) Tenderers who stand deregistered/banned/blacklisted by any Government Authorities.
- (x) Tenderer is not eligible as per GIT Clauses 5 and 13.1.
- (xi) Tenderer has not quoted for the entire quantity.

23. Minor Infirmary/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such ‘minor’ issues to the tenderer by registered/speed post/e-mail etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

24. Discrepancies in Prices

24.1 The prices offered by the bidders in the Financial Bid Proformas given in Section XI of the tender documents will be taken as final. Claims, if any, in respect of any changes in the offered prices shall not be acceptable at any point of time.

24.2 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post.

24.3 If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

25. Discrepancy between original and copies of Tender

(Not applicable as all documents are to be uploaded online.)

26. Qualification Criteria

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section III, will be treated as non - responsive and will not be considered further.

27. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

Nil.

28. Tenderer's capability to perform the contract

28.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

28.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities as well as experience of Government/CPSUs work for satisfying all the requirements of the purchaser as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

29. Contacting the Purchaser

29.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

29.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

30. Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

31. Award Criteria

Subject to GIT clause 30 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 28.

32. Variation of Quantities during the Currency of Contract

The purchaser reserves the right to increase upto 25%, the quantity of goods and services without any change in the unit price and other terms & conditions quoted by the tenderer during the currency of the contract.

33. Notification of Award

33.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ e-mail (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and services and corresponding prices accepted. **The successful tenderer must furnish to**

the purchaser the required performance security within twenty-one days from the date of dispatch of this notification. Relevant details about the performance security have been provided under GCC Clause 2.

33.2 The Notification of Award shall constitute the conclusion of the Contract.

34. Issue of Contract

Promptly after notification of award, the purchaser will issue Supply Order duly completed and signed to the successful tenderer by special messenger/ registered / speed-post.

35. Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful tenderer in providing performance security shall make the tenderer liable for suspension for the period of 10 years from participating in future Tenders/contracts of the Ministry and, also, for further actions by the purchaser against it.

36. Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the GeM/notice board/bulletin/web site of the Ministry.

37. Parameters of evaluation of technical bids

Parameters of evaluation of technical bids are given in Section IX of the tender documents. To become technically eligible the bidder must score 75% of total marks in the technical bid.

38. Corrupt or Fraudulent Practices

39.1 It is required by all concerned namely the Purchaser/Tenderers/Suppliers/Agency etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution any action of Agency aimed to influence the decision making by the purchaser shall also be deemed to be corrupt practice.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Purchaser of the benefits of free and open competition.

39.2 The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question, as well as commensurate monetary penalty may be levied to be decided by Competent Authority

39.3 The Purchaser will also declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

39.4 Any deficiency in quality and not adhering to the time line would also attract commensurate monetary penalty to be decided by the Competent Authority.

39.5 The decision of the Secretary of the Ministry shall be final and binding and no representation against it shall be entertained, so far as awarding the contract is concerned.

17. Pre-Qualification Criteria

SECTION – III

Technical Specifications and Qualification Criteria

A. ELIGIBILITY CRITERIA:

01. Tenderer who quotes for supply of goods and services must be the printer or publisher. Quotations by agents on behalf of other printer or publisher will not be eligible.
02. The firm's office including the printing unit must be located within Delhi/NCR. The unit must be owned by the bidding firm.
03. The firm should fulfill all the norms/eligibility criteria as prescribed in **Annexure-I**.
04. It should have been in existence for a continuous period of **3 years** as a printing and publishing agency as on date of publication of this tender document.
05. It should also have a set-up for translation work for the languages mentioned in clause 3 of Section-V and must produce documents to support.
06. It should have minimum experience of three years of publishing, printing newsletters/ magazines/ journals /periodicals for government sector and PSUs.
07. It should be registered for GST, PAN, UDYOG AADHAR, UDYAMI, POLLUTION CONTROL etc. and have license to run the press from the valid government authority.
08. Any agency/ organization blacklisted/ debarred/ terminated from contractual obligations by any Department OR Governments (State or Central) are not eligible to apply.
09. It should have an experienced team of editorial, translation, designing and back-end printing and dispatch staff (The minimum experience of such staff should be five years including the experience in other similar agencies.);
10. It should have arrangements for quality control.

N.B.

11. The list of items in respect of which affidavits/documentary evidences are to be submitted along with the technical e-bids by the agencies in support of the above mentioned qualifications is given in Section IV of this tender document.
12. Documents submitted by the agencies should be duly attested by the authorized signatory.
13. It may also be mentioned that the affidavits and documentary evidences furnished by the firms/agencies will be physically verified and on-site inspection by the team of officers of the Ministry will be done.

SECTION-IV

Documentary evidences to be submitted along with technical e-bids

1. An affidavit to the effect that the agency which is bidding for the supply of goods and services is the actual printer/publisher and not the agent of any other printer/publisher and also that its office including the printing unit is located within Delhi/NCR.
2. Proof of existence as printing and publishing agency as on the date of publication of this tender document (such as registration certificate as a printing company by the valid Government authority).
3. Details of total annual average turn-over for the last three years (in Rupees) (i.e. in 2018-19, 2019-20 and 2020-21) (Copies of IT returns, audited statements of accounts such as balance sheets/ profit and loss accounts etc. should be attached.)
4. Affidavit/Documentary evidence of experience in publishing newsletters/ magazines/ journals / periodicals for Government sector and PSUs involving Designing, Translation, Printing and dispatch, preparing E-book/HTML version of the same.
5. Affidavit/Documentary proof of staff engaged for publication of this magazine
 - a) Editorial team (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).
 - b) Product Designing team (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).
 - c) Backend team for printing and dispatch etc. (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).

(The minimum experience of staff to be engaged for publication of this magazine should be five years including the experience in other similar agencies.)

6. Affidavit to the effect that the firm fulfils all the norms/eligibility criteria as prescribed in **Annexure-I**.
7. Documentary proof of empanelment as “A” Class printer with either Directorate of Printing **OR** “A” Class Printer with BOC (erstwhile DAVP) **OR** “A” class printer with the Publication Division, Ministry of Information and Broadcasting **OR** proof of fulfillment of criteria as prescribed for empanelment as ‘A’ Class Printer with BOC.
8. Names of translation experts for the languages mentioned in clause 3 of Section V, along with the proof of their empanelment with government bodies, if any, shall be furnished by the firms. (The printer will have to ensure translation from experts only.)
9. Printers/firms/agencies which have a complete unit of **offset printing** i.e. pre-press, printing machines and binding machines and binding under one roof & owned by itself and shall furnish documentary proof/affidavit in this regard.
10. Those firms which have in-house quality control arrangements shall furnish documentary proof/affidavit in this regard.
11. Proof of registration for GST, PAN, UDYOG AADHAR, UDYAMI, POLLUTION CONTROL etc. and license to run the press from the valid government authority.
12. The agency will also submit its profile/corporate brochure along with a brief write-up, packed with adequate data explaining and establishing its capacity/ capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.

18. Scope Of Work

SECTION V

SPECIFICATION AND DESCRIPTION OF JOB

1. Scope of the Job:

1.1. 'GRAMODAY SANKALP' a quarterly magazine, comprising 48 pages of text plus 4 pages of cover, is to be produced quarterly in Hindi and English and in 11 other Indian languages. Contents of the magazine, in English or Hindi, will be supplied by the Ministry. The printing and publishing agency will have to do composing, translating, preparation of e-book, printing, packaging of the magazine in appropriate size envelopes etc. Further, the delivery of the printed magazines, packaged appropriately in envelopes, will also be done by the agency to the Post Office or place instructed on stipulated date(s).

1.2. Text pages comprising text matters in 2 to 3 columns surrounded by lines and screen designs/borders and some text matters which may be in boxes against screen, vignette and diffused photograph/grounds etc. will be printed in four process colours.

1.3. Outer cover may carry single/ four multi-colour pictures along with title, some text line and colour designs surrounded by grounds, bleeding on all sides will also be printed in four process colours. Covers II & III may also contain printed texts along with line/half-tone colour/B&W pictures/advertisements etc. in four colours.

2. No. of copies (consolidated):2.818 Lakh

3. Languages and their quantities (tentative):

Assamese:2890; Bengali: 4980; English: 11500; Gujarati: 14540; Hindi: 1,47,000; Kannada: 6270; Malayalam:1110; Manipuri:3890; Marathi: 28550; Odiya:7150; Punjabi:13450; Tamil:13080; Telugu:27390;**(Total no. of copies:2.818 lakh).**

(The quantity may increase or decrease depending upon the requirements of the issue. Language wise break-up is as subject to change as per actual No. of Panchayats.)

4. Process of Production: Offset Printing

5. Issues annually: 4 issues (Quarterly)

6. Number of pages: 48 pages of text plus 4 pages of cover

7. Colours of text pages: 4+4 colour (offset)

8. Colours of cover pages: 4+4 colours.

9. Finished Size: 8.25" x 11.50"

10. Paper Quality:

The following papers will be used from printer's stock at their cost:-

- 1. Text pages** : 90 GSM Full Gloss finish white Art paper/(Bilt Royal or equivalent quality)
- 2. Covers** : 130 GSM Full Gloss White Art paper (Bilt Royal or equivalent quality)

(Note: Paper used must be ultra white and freshly manufactured)

11. Binding: The magazine will be centre-stitched with two wire staples and cut to size.

12. Packaging & Dispatch: Appropriate packaging in envelopes/water proof Gunny Bags is to be done by the agency. Accordingly, the printer/publisher will have to supply appropriate size of envelopes/Gunny Bags for each magazine. Ministry's logo and address will also be printed on the envelopes/Gunny bags as applicable. Labels are to be water proof. Gunny bags to be stitched & tightened with ribbon strips. Finally to be dispatched to Post Office identified in proper orders as required by Post Office, duly shorted as per Pin Code and postal bag codes.

13. Time Schedule:

The timeline for production and delivery as shown in Para 2.16 of this Section will have to be adhered to.

14. Designing:

Complete composing of text matter, lay-outing and designing of pages including the cover pages with text and picture, formation of boxes, vignettes in suitable styles and colours etc. will be done by the printer/printing firm on its system as per requirements of the Ministry. Printer/Printing firm will have to show the final page proofs in the Ministry at Jeevan Bharti (9th floor, Tower II) on its own cost and arrangement. Magazine will be multicolour throughout including text and pictures as per approved design. The printer/printing firm may also require deputing a professional designer/DTP operator along with a laptop for 3 to 4 days in the Ministry office for final corrections/designing, as per instructions.

15. Language translation and proof reading:

Language translations and proof-reading will be done by the printer. The printer is expected to engage accredited translators for this purpose. Contents of the magazine will be provided in Hindi/English. Translation will be done from Hindi to English and from English to Hindi for uniformity. Once the draft is ready in both the languages the printer/publisher will send them for approval. After approval of the competent authority is obtained on English and Hindi drafts, their translation in 11 other Indian languages will be got done by the printer/publisher. Contents may also be provided in batches (as and when received) to facilitate availability of time. The responsibility of translation shall vest with the Agency. Final approval before printing shall be given by the Ministry of Panchayati Raj after getting the proofs vetted.

16. Timeline for Production and Delivery:

The following timeline will be required to be followed by the successful agency for printing and delivery of magazine. It shall be the responsibility and liability of Agency to complete work according to time schedule.

I. **1st week:** The agency shall, on the first week of the month prior to the Quarter of issue, have a preliminary meeting with MoPR on the forthcoming issue focusing on the central theme and the cover picture/design.

II. **2nd week:** The agency shall, on the 2nd week of the month prior to the month of issue carry out collection of material, finalization of lead story, planning of content, editing and proofreading and submit the first draft of the primary edition i.e. English to the Ministry.

III. **3rd week:** The agency shall, on the 3rd week of the month prior to the month of issue, submit the second draft of the primary edition i.e. English, after editing and proofreading, for review by the Ministry.

IV. **4th week:** The agency shall, on the fourth week of the month prior to the month of issue submit the final draft of the English edition newsletter for final clearance by MoPR.

V. **1st week of the Quarter:** The agency shall, without fail, print, issue and start the dispatch of all the copies of the primary edition of the newsletter in the first week of the Quarter of publication.

VI. Simultaneously, the agency shall start the translation work from English to Hindi and other regional languages and submit the translated copies to the Ministry, for vetting, within 10 days from approval of the primary edition.

VII. After getting approval of the Ministry for the translated versions, the agency shall print and dispatch all the 12 remaining language versions within the next 30 days.

17. Distribution and delivery:

Delivery of printed magazines, packaged appropriately in envelopes, will be done by the printer/agency to the Post Office (Speed Post Centre, Bhai Vir Singh Marg or any other place situated in Delhi as per the instructions) on stipulated dates. Advance copies (nearly 2300) will have to be delivered at Jeevan Bharti, and bulk copies (nearly 279500) will have to be delivered to the identified Post Office.

18. Miscellaneous

Ministry shall have copyright over the materials printed in this magazine.

In case the Ministry does not print any issue of the magazine due to unforeseen circumstances, the amount for production and development (designing, translation, typesetting e-Book conversion) of e-book only will be payable. The Ministry may decide to print an extra issue in lieu of it.

19. Special Terms and Conditions (STC) Of The Contract : Nil

20. Service Level Agreement (SLA)

SECTION - VI

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the technical specifications under Section III of this document.

2. Performance Security

2.1 Within **twenty one (21) days** from date of issue/dispatch of notification of award by the Ministry, the printer, shall furnish performance security to the Ministry at 3% of the contract value valid up to sixty days after the date of completion of all contractual obligations by the printer.

2.2 The Performance security shall be denominated in Indian Rupees. It shall be in any one of the forms namely Account Payee Demand Draft from any Scheduled bank in India, Fixed Deposit Receipt or Bank Guarantee issued by a Scheduled bank in India. The validity of the Performance Security should be for a period of 60 days beyond the date of completion of all contractual obligations by the printer. *The supplier will extend the Performance Security Deposit, 10 days' prior to its expiry, for a further period of six months in case all the contractual liabilities have not been completed. Inaction on the part of the supplier in such a case will attract forfeiture of Performance Security by the purchaser.*

2.3 In the event of any failure /default of the printer/supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited.

2.4 Subject to GCC sub – clause 2.3 above, the purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations and after receiving 'No claim certificate' from the printer as per format enclosed at **Annexure-II**.

2.5 The supplier has to renew the performance guarantee on same terms and conditions for the period up to the contract including extension period, if any.

3. Validity of Contract:

3.1 The contract will be for the duration of two year from the date of signing of the agreement with the agency and may be extended for one more year at same rates, terms & conditions on mutual agreement and satisfactory performance of the agency. No revision in rates for production or for increase in material cost will be entertained for any variation in market during the contract period or extended period if any except change in rates of GST/taxes or if there is any new tax applied.

3.2 The purchaser reserves the right to accept/reject the contract and to annul the bidding process, any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.

4. Packing and Marking

The packing for the printed magazine to be provided by the printer should be in recyclable material and strong and durable enough to withstand the entire journey during transit to the post office including further transmission to the Gram Panchayats, rough handling, open storage etc. without any damage, deterioration etc.

5. Inspection, Testing and Quality Control

5.1 Purchaser reserves the right for inspection of goods before dispatch for the post office. In fact, the dispatch will be made in the presence of officers of the Purchaser. Accordingly, purchaser shall formulate a testing procedure which shall be binding on Agency.

5.2 To ensure technical specification and quality control of goods and services inspections and tests may be conducted in the premises of the supplier.

5.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspection and tests.

5.4 The supplier shall put up the goods for inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

5.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

5.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

5.7 Goods accepted by the purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the specifications and standards of the contract.

6. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract without any additional cost.

7. Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to others to perform the contract.

8. Prices

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.

9. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restriction or instruction, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party of cessation of disability resulting from such Force Majeure act.

10. Termination for convenience

The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- (A) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and /or

(B) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

11. Governing language

The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

12. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or e-mail and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

13. Resolution of disputes

If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

In the case of a dispute or difference arising between the Purchaser and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the Ministry of Panchayati Raj and the decision of Secretary, Ministry of Panchayati Raj will be final and binding on the parties to the contract.

14. Arbitration

In case of any dispute arising between the contract holders or any constituent, being party to the contract, the sole authority for settlement of such disputes will rest with the arbitrator appointed by the Ministry of Panchayati Raj, New Delhi.

15. Jurisdiction:

Failing arbitration in solving the dispute, the courts at Delhi/New Delhi alone shall have the jurisdiction for all aggrieved parties.

16. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

21. Payment Terms

Payment shall be on a per issue **basis** against bill to be raised by the selected agency. The tax component shall be reimbursed as per actual on production of documentary proof. Advance payment will not be considered. Payment will be made by way of PFMS. The Agency may submit pre-receipted bills in triplicate regularly towards activities already completed for settlement. The bills should be submitted along with relevant certificate.

22. Penalties

Delay in the supplier's performance

1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser as incorporated in the contract.

2 Subject to the provision under GCC clause 9, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages;
- (ii) Forfeiture of its performance security; and
- (iii) Termination of the contract for default.

3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(A) The purchaser shall recover from the supplier, under the provisions of the penalty, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(B) That no increase in price on account of any ground, whatsoever, including any stipulation on the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract.

(C) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so as its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

Liquidated damages

6 For delay: In case of delays at printer's end, penalty @ **50 paise** per day per copy in addition to the extra postal expenditure incurred on postage due to delay in supply, will be imposed on printer's bill with effect from the date of dispatch of copies of magazine to the post office as provided in clause 16 of Section V of the Tender Document.

7 For poor printing quality: In case of poor printing quality/performance/use of inferior quality/lesser GSM paper, an internal committee will decide the amount of liquidated damages/penalty to be imposed and that would be recovered from the printer's bill.

8 For poor translation work: The contract of the agency may be cancelled and a commensurate monetary penalty determined by Competent Authority may also be imposed for poor translation work. The printer will have to furnish an undertaking in this regard.

23. Quantifiable Specification/Standards Of The Service/BOQ

As mentioned in Scope of Work

24. Project Experience and Qualifying Criteria Requirement

The agency must have minimum experience of three years of publishing, printing newsletters/ magazines/ journals /periodicals for government sector and PSUs.

25. Educational qualification Including Profile Of SME/ Consultants/ Professional Resources/ Technical Resources If They Are Part Of Project

The minimum experience of staff to be engaged for publication of this magazine should be five years including the experience in other similar agencies.

26. GEM Availability Report(GAR)- Attached at page-11/c

27. Any Other Documents As Per Specific Requirement Of Buyer - Annexures

SECTION - VII

T&C OF TENDER ACCEPTANCE FORM

Date_____

To

**The Secretary
Ministry of Panchayati Raj,
Krishi Bhawan, New Delhi.**

(Complete address of the purchaser)

Ref. Your Tender document No._____dated_____

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum No._____,dated_____(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver_____(Description of goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the Section II of Tender document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 2, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 15 agreed to by us. We

also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized to sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION- VIII
CHECKLIST FOR TENDERERS (TENTATIVE)

Name of the Tenderer: _____

Sl No.	Document	Yes/ No/ NA	Page nos. in the tender document	Remarks
1.	Technical Bid as per format in Section X			
2.	Bid Security Declaration to avail exemption from EMD			
3.	Duly filled T&C of Tender Acceptance Form as per format in Section VII?			
4.	Power of Attorney in favour of the signatory?			
5.	Undertaking for acceptance of payment terms as per tender document			
6.	Undertaking for acceptance of delivery period as per tender document			
7.	Undertaking for acceptance of all terms and conditions of tender document			
8.	Are all documents mentioned in Section IV of this tender document enclosed			
9.	Undertaking that there is no vigilance/CBI /FEMA case pending against the firm/supplier(Principal) and neither they have been black listed by any ministry or department of Central/State Governments ?			
10.	An affidavit to the effect that the agency which is bidding for the supply of goods and services is the actual printer/publisher and not the agent of any other printer/publisher and also that its office including the printing unit is located within Delhi/NCR.			
11.	Proof of existence as printing and publishing agency (such as registration certificate as a printing company by the valid Government authority)			
12.	Details of total annual average turn-over for the last three years (in Rupees) (i.e. in 2018-19, 2019-20 and 2020-21) (Copies of IT returns, audited statements of accounts such as balance sheets/ profit and loss accounts etc. should be attached.)			

13.	Affidavit/Documentary evidence of experience in publishing newsletters/ magazines/ journals / periodicals for Government sector and PSUs involving Designing, Translation, Printing and dispatch, preparing E-book/HTML version of the same			
14.	<p>Affidavit/Documentary proof of staff engaged for publication of this magazine</p> <p>a) Editorial, translation team (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).</p> <p>b) Product Designing team (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).</p> <p>c) Backend team for printing and dispatch etc. (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).</p> <p>(The minimum experience of staff to be engaged for publication of this magazine should be five years including the experience in other similar agencies.)</p>			
15.	Affidavit to the effect that the firm fulfils all the norms/eligibility criteria as prescribed in Annexure-I			
16.	Documentary proof of empanelment as “A” Class printer with either Directorate of Printing OR “A” Class Printer with BOC (erstwhile DAVP) OR “A” class printer with the Publication Division, Ministry of Information and Broadcasting OR proof of fulfillment of criteria as prescribed for empanelment as ‘A’ Class Printer with BOC.			
17.	Printers/firms/agencies have a complete unit of offset printing i.e. pre-press, printing machines and binding machines and binding under one roof & owned by itself and shall furnish documentary proof/affidavit in this regard			
18.	Documentary proof/affidavit in regards to having in-house quality control arrangements			
19.	Proof of registration for GST, PAN, UDYOG AADHAR, UDYAMI, POLLUTION CONTROL etc. and license to run the press from the valid government authority			
20.	The agency’s profile/corporate brochure along with a brief write-up, packed with adequate data explaining and establishing its capacity/ capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments			

(NA: Not Applicable)

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized to sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)

28. QCBS Document Elaborating Detailed QCBS Criteria Pertaining To Services/Project Procurement If Any As Per Applicable Norms – N.A

29. Least Cost Method Based Evaluation Required?–Yes

SECTION-IX

Parameters of evaluation of technical bids

1. Years of existence: (Minimum marks 5/Maximum marks 10)

Marking scheme for this criteria would be as under:-

- | | |
|--------------------------------|--------------|
| (a) Below 3 years: | Not eligible |
| (b) 3 years: | 5 marks. |
| (c) Above 3 and upto 5 years: | 7 marks. |
| (d) Above 5 and upto 7 years: | 8 marks. |
| (e) Above 7 and upto 10 years: | 9 marks. |
| (f) Beyond 10 years: | 10 marks. |

2. Annual average turn-over (2018-19, 2019-20 and 2020-21): (Minimum marks 5/Maximum marks 10)

Marking scheme for this criteria would be as under:-

(a) Below Rs. 2.00 crore	Not eligible
(b) Rs. 2.00 crore:	5 marks.
(c) Above Rs.2.00 crore and uptoRs. 5 crore:	7 marks.
(d) Above Rs.5.00 crore and uptoRs. 15 crore:	8 marks.
(e) Above Rs.15.00 crore and uptoRs. 30 crore:	9 marks.
(f) Beyond Rs. 30 crore:	10 marks.

3. Experience of printing/publishing newsletters/ magazines/ journals /periodicals for Government sector and PSUs. (Minimum marks 5/Maximum marks 10)

Marking scheme for this criteria would be as under:-

(a) Below 3 years:	Not eligible
(b) 3 years:	5 marks.
(c) Above 3 and upto5 years:	7 marks.
(d) Above 5 and upto8 years:	8 marks.
(e) Above 8 and upto 10 years:	9 marks.
(f) Beyond 10 years:	10 marks.

4. Staff strength: (Minimum marks 5/Maximum marks 10)

Marking scheme for this criteria would be as under:-

(a) Below 25 persons	Not eligible
(b) 25-30 persons:	5 marks.
(c) 31-40 persons:	7 marks.
(d) 41-50 persons:	8 marks.
(e) 51-60 persons:	9 marks.
(f) Beyond 60 persons:	10 marks.

(There should be an appropriate mix of editorial, product designing and backend printing and dispatch staff. The minimum experience of staff should be five years including the similar experience in various other agencies supported with valid documentary evidence)

05. It is essential that printers/firms/agencies which have a complete unit of **offset printing** i.e. pre-press, printing machines and binding machines and binding under one roof.

06. Marks (maximum 10 marks) will be given to those firms which have the following in-house quality control arrangements:

(a) Use of Densitometer for accurate colour measurement	:	2 marks
(b) Use of Calibrated Digital proofs for approvals and colour reference for bulk production cable of producing exact prototype	:	2 marks.
(c) ISO certification of unit	:	2 marks.
(d) In-house QC equipment like Densitometer, spectrophotometer, GSM measurement machine	:	2 marks.
(e) Printing machines having Computerised inking and CIP 3 ink data generation in PrePress to minimise make ready and wastage	:	2 marks.

07. Another weightage of 10 marks will be given those firms which have a team of translation experts who have empanelled / executed projects for Government bodies such as Publication Division, Ministry of Information and Broadcasting or Sahitya Academy or Press Information

Bureau etc.

08. The printers will also be required to make a presentation of 15-20 minutes before a Committee screening the technical bids on an allotted day. There will be a maximum 10 marks for this presentation which would be calculated on the basis of the average marks given by the Committee of officers.
09. The presentation will be to assess the capability of the printers/publishers whether they can produce a quality magazine or not. Accordingly lay out/ design/printing/translation etc. of the proposed magazine will be covered in the presentation. Date and time for evaluation and presentation will be duly intimated separately.
10. Out of the total maximum marks of 70, only those printers/firms/agencies will be treated as technically qualified which obtain at least 52.50 marks i.e. 75%.

SECTION-X

Technical Bid Format

(Please refer to Section III of this Tender Document while filling this Format)

1. Name of the Bidder
 - a) Full postal address
 - b) Full address of the premises
 - c) Telephone number
 - d) Fax number
 - e) e-Mail ID(s):

(Note: An affidavit to the effect that the tenderer which is bidding for the supply of goods and services is the actual printer/publisher and not the agent of any other printer/publisher and also that its office and printing unit is located within Delhi/NCR.)
2. Years of existence:
(Provide documentary proof of existence as printing and publishing agency as on the date of publication of this tender document (such as registration as a printing/publishing agency by the valid Government authority).
3. Bid Security Declaration
4. Details of total annual average turn-over for the last three years (in Rupees) (i.e. in 2018-19, 2019-20 and 2020-21.) (Copies of IT returns, audited statements of accounts such as balance sheets/ profit and loss accounts etc. should be attached.)
5. Details of experience in publishing newsletters/ magazines/ journals / periodicals for Government sector and PSUs. (Enclose documentary evidence in this regard)
6. Details of Staff:
 - a) Editorial team (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).
 - b) Product Designing team (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).

- c) Backend team for printing and dispatch etc. (give names, qualifications, experience and other details viz., address, email IDs and phone/mobile numbers).

(The minimum experience of staff to be engaged for publication of this magazine should be five years including the experience in other similar agencies.)

7. Proof of registration for GST, PAN, UDYOG AADHAR, UDYAMI, POLLUTION CONTROL etc. and license to run the press from the valid government authority.
8. Documentary proof of empanelment as “A” Class printer with either Directorate of Printing **OR** “A” Class Printer with BOC (erstwhile DAVP) **OR** “A” class printer with the Publication Division, Ministry of Information and Broadcasting **OR** proof of fulfillment of criteria as prescribed for empanelment as ‘A’ Class printer with BOC
9. Plant and machinery details: As per Annexure-I
10. In house Quality control arrangement details
 - (A) Use of Densitometer for accurate colour measurement
 - (B) Use of Calibrated Digital proofs for approvals and colour reference for bulk production cable of producing exact prototype
 - (C) ISO certification of unit
 - (D) In-house QC equipment like Densitometer, spectrophotometer, GSM measurement machine
 - (E) Printing machines having Computerised inking and CIP 3 ink data generation in PrePress to minimise make ready and wastage
11. An affidavit that the agency/ organization is not blacklisted/ debarred/ terminated from contractual obligations by any Department OR Governments (State or Central).

(Signature with date)

(Full name, designation & address of the person duly authorized to sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION-XI
Format for Financial Bids

- 1. Name of the agency:**
- 2. Address:**
- 3. Phone No.**
- 4. Mobile No.**
- 5. GST No.**
- 6. Cost description: excluding GST & other applicable taxes**

(i) Rate per copy for composing, translating, printing, packaging and delivery of 2.818 lakh copies of the magazine (Gramoday Sankalp comprising of 48 pages of text and 4 cover pages) in Hindi, English and 11 other Indian languages on printer's paper 'As per Description' in Section V (including cost of preparation of e-book)

Rs.....

(Rupees _____)

(ii) Rate for preparation of e-books only of the magazine (Gramoday Sankalp) in Hindi, English and 11 other Indian languages (including designing, translation in 12 languages)

Rs.....

(Rupees _____)

(iii) Present rate of applicable GST @ _____% on para (i) above and @ _____% on para (ii) above

NOTE:

1. The lowest tenderer will be decided on the basis of the lowest rates quoted for item numbers 6(i) only. The price quoted in 6(ii) will only be taken in account if print issue could not get printed due to unforeseen circumstances.
2. Refer to Section V for 'As per Description'.
3. Quoted rates have to be for the quarterly magazine "Gramoday Sankalp" with reference to the specifications and description of job given in Section II of the tender document.
4. In case of increase / decrease of GST percentage announced by the Government during the tenure of the contract (and extensions thereof, if any), the difference of such increase / decrease of GST percentage shall be applicable as per actual difference.

I/We undertake that the printing of the job will be done in strict accordance with the terms and specifications of the tender set out in this tender document.

(Signature with date)

(Full name, designation & address of the person duly authorized to sign on behalf of the Tenderer) For and on behalf of

(Name, address and stamp of the tendering firm)

30. Is Pre-Bid Interaction Required? --No

Annexure-I

Minimum requirement of Plant and Machinery to be furnished by all bidders

1. The printer must have the following minimum number of printing machines and other equipments:-
 - (i) DTP with four terminals (core i5 or above) alongwith A-3 size, colour inkjet/colour laser printer of 600 DPI or above with the latest updated version of licensed software viz. Coral Draw, Photoshop, Indsign, Pagemaker and other publishing softwares (To be supported with relevant certificates);
 - (ii) One high-end flat bed scanner having resolution of 4000 DPI or above alongwith system having two or more work stations for planning;
 - (iii) One CTP machine with automatic processor;
 - (iv) Two CPC four-colour machine in size 28"x40" (out of which one should not be older than 12 years);
 - (v) Two CPC fourcolourplus online coater 19" x 25" ;
 - (vi) Two four colour digital printing machines for preparing of size 13" x 19";
 - (vii) One single colour machine in size 25"x36" or two single colour machines in size 19"x25";
 - (viii) Two programmatic paper cutting machines;
 - (ix) One flowline machine with minimum 6 stations with gathering, stitching and 3 side trimmer;
 - (x) Two fully automatic folding machines;
 - (xi) Two section sewing machines;
 - (xii) One perfect binding machines of 6 clamps;
 - (xiii) Thermal lamination;
 - (xiv) Quality control mechanism/staff at pre-press, on press, finishing and dispatch;
 - xvii) Should have sufficient Power Back-up to run the machines in the event of power failures.
 - xviii) Printers should have one complete unit i.e. pre-press, printing machines and binding machines and binding under one roof.
2. The printer should have a license to run the factory issued by the competent authority.

3. The printer should have **pollution under control certificate** issued by the competent authority.
 4. The printer should have a complete unit i.e. pre-press, printing machines and binding unit under one roof. If pre-press facility is available at a different location then it should be electronically connected.
 5. The printer shall have to submit an affidavit/certificate to the effect that the information submitted by him is correct.
-

Format for 'No claim certificate' from the printer prior to releasing Performance Security

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity

NO CLAIM CERTIFICATE

Sub: Contract Agreement no.dated for the supply of

We have received the sum of Rs. (Rupees only) in full and final settlement of all the payments due to us for the supply ofunder the abovementioned contract agreement, between us and Government of India. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of Contractor or
Officer authorized to sign the contract documents
on behalf of the contractor
(company stamp)

Date:

Place:

Format for Performance Bank Guarantee

In consideration of President of India through **The DDO, Ministry of Panchayati Raj** (Hereinafter as the '**Ministry of Panchayati Raj**', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns), located at **Tower II, 9th Floor, Jeevan Bharti Building, Connaught Place, New Delhi- 110001** to enable (hereinafter referred to as the '**Printer**', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) to procure the order for **Contract for composing, translating, printing, packaging and delivery of around/about 2.818 lakh copies of the quarterly magazine "Gramoday Sankalp", in English, Hindi and 11 other Indian languages**, this BG may be treated as the Performance Security Deposit for the same.

We (Bank Name), having its Head Office (Address) (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) do hereby guarantee and undertake to pay the '**Ministry of Panchayati Raj**' immediately on demand an or, all amount payable by the Printer to the extent of Rs.(amount) as aforesaid at any time upto(date) any demur, reservation, contest, resource or protest and / or without any reference to the Printer. Any such demand made by the **Ministry of Panchayati Raj** on the Bank shall be conclusive and binding notwithstanding any difference between the **Ministry of Panchayati Raj** and Printer or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the **Ministry of Panchayati Raj** discharges this guarantee. However this guarantee is valid upto (date).

The **Ministry of Panchayati Raj** shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee, from time to time to vary the advance or to extend the time of performance of the Contract by the Printer. The **Ministry of Panchayati Raj** shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise or any powers vested in them of any right which they might have against the **Ministry of Panchayati Raj** and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the **Ministry of Panchayati Raj** and Printer any other course or remedy or security available to the **Ministry of Panchayati Raj**. The bank shall not be relieve of its obligations under these presents by any exercise of the **Ministry of Panchayati Raj** of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the **Ministry of Panchayati Raj** or any other indulgence shown by the **Ministry of Panchayati Raj** or by any other matter or thing whatsoever which under lay would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the **Ministry of Panchayati Raj** at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Printer and notwithstanding any security or other guarantee that the **Ministry of Panchayati Raj** may have in relation to the Printer's liabilities.

Notwithstanding anything contained herein above our liability under the guarantee is limited to Rs. (amount) and it shall remain in force upto and including (date) and thereafter we will stand discharged from all our liabilities towards this guarantee and shall extend from time to time on request of (Printer) on whose behalf this guarantee has been given. Any such extension may be granted at the request of our constituent with the prior permission of sanctioning authority, thereto shall be cap on time of extension.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. (amount)
- b) This Bank Guarantee shall be valid upto (date) and
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date)

“This Bank Guarantee shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to State Bank of India, Krishi Bhawan Branch, Brach IFSC Code-SBIN0031936 (Bank of Beneficiary) and written confirmation to that effect is issued by Bank of Beneficiary.”

Dated this day of 2021 at

Signature and seal of Authorized Signatory of Bank

Bid Document

Bid Details	
Bid End Date/Time	02-09-2021 21:00:00
Bid Opening Date/Time	02-09-2021 21:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Panchayati Raj
Department Name	Na
Organisation Name	Na
Office Name	M/o Panchayati Raj, Sardar Patel Bhawan, Sansad Marg, New Delhilhi
Item Category	Custom Bid for Services - For production of around 3 lakh copies of quarterly magazine Gramoday Sankalp in 13 languages
Contract Period	2 Year(s)
Minimum Average Annual Turnover of the Bidder	200 Lakh (s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
SHG Exemption for Years of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	80000000
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

Required	No
----------	----

Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Instruction To Bidder:[1628753687.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1628753886.pdf](#)

Scope of Work:[1628753922.pdf](#)

Service Level Agreement (SLA):[1628753957.pdf](#)

Payment Terms:[1628754087.pdf](#)

Penalties:[1628754098.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1628754170.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1628754179.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1628754207.pdf](#)

GEM Availability Report (GAR):[1628754242.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1628754255.pdf](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Experience, Turnover, Staff, Empanelment, Quality Control, Presentation	100	75	View file	Yes

Total Minimum Passing Technical Marks: 75

Custom Bid For Services - For Production Of Around 3 Lakh Copies Of Quarterly Magazine Gramoday Sankalp In 13 Languages (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	For production of around 3 lakh copies of quarterly magazine Gramoday Sankalp in 13 languages
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	Ashish Yadav	110001,11th Floor, Jeevan Prakash Building, 25- KG Marg, New Delhi-110001	1	N/A

Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---