

Bid Document

for

Offset Printing

2019 - 2021

**Bureau of Investment Promotion
UdyogBhawan, Tilak Marg
Jaipur 302005,**

**Tel: 2227713, 2227812, 2227274
Email: bip.raj@nic.in**

Bureau of Investment Promotion, Rajasthan

Udyog Bhawan, Tilak Marg, Jaipur

NIB No. BIP/INFO/765

Date 15/11/2019

ONLINE OPEN COMPETITIVE BID

Bureau of Investment Promotion promotes Rajasthan as an investment destination. Amongst other activities, this involves printing of well-designed and printed literature for information dissemination. The printed literature includes brochures, folders, etc., mostly in four colors. We usually get printing of limited copies of high quality literature.

Online E-bids under one stage two-envelope bidding process are invited from reputed, interested, eligible and experienced firms for **offset printing works** for Bureau of Investment Promotion. The period of work would be two years from the date of signing of contract. Reputed printing firms are invited to submit unconditional Technical and Financial Proposals (Bids) to Bureau of Investment Promotion Jaipur for undertaking printing works. Brief particulars of procurement are given below:

Name of Work	E-bid invited from	Estimated cost of work	Bid Security	Release of E-bid Advt. Date	Validity period of Bids	Time and date for submission of bid	Time and date for opening of bid
Rate Contract for offset printing works	Reputed Printing firms	Rs. 40 lacs for 2 years	Rs. 80,000	15.11.2019	90 Days	25.11.2019 upto 2:00 PM	25.11.2019 at 4:00 PM

The bid can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in> (eProcurement portal of the State Government). Dully filled bids can be submitted online latest by 25.11.2019 by 2:00 PM. DD of Rs. 1000 for e-bid processing fee in favour of MD, RISL and Bid document fee of Rs. 1000 in favour of Bureau of Investment Promotion, Jaipur and bid security of the requisite value in favour of Bureau of Investment Promotion have to be deposited by 2:00 PM on 25.11.2019 in this office.

**Commissioner Investment & NRIs,
Bureau of Investment Promotion, Jaipur**

INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)

Bid Reference No.: BIP/INFO/765

Dated: 15/11/2019

Name & Address of the Procuring Entity	Commissioner (Investment and NRI) Address: Bureau of Investment Promotion, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005
Name & Address of the Nodal Officer	Name: Smt. Nidhi A. Sen Designation: General Manager (Info.) Address: Bureau of Investment Promotion, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Email: bip.raj@nic.in
Subject Matter of Procurement	Offset printing related services
Bid Procedure	One stage bidding – Two Envelope Open Competitive Bid Procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria	Selection Method Least Cost Based Selection (LCBS)-L1

Websites for downloading Bidding Document Corrigendum's, Addendums etc.	Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in,
Bidding document fee	INR 1,000/- (Rupees One Thousand only) in Banker's Cheque/ Demand Draft from a scheduled bank in favour Bureau of Investment Promotion, Jaipur payable at "Jaipur".
Processing Fee	INR 1,000/- (Rupees One Thousand only) by Bank draft in favour of M.D., RISL Jaipur
Estimated Procurement Cost	INR: 40 lakhs
Bid Security and Mode of Payment	Amount (INR): 80,000 Banker's Cheque/ Demand Draft from a scheduled bank in favour Bureau of Investment Promotion, Jaipur payable at "Jaipur". In case of MSME Unit INR: 20,000
Clarifications	Last date of submitting clarifications requests by the bidder: 19.11.2019 by 11:30 AM Response to clarifications by procuring entity: by 20.11.2019
Manner, Start/ End Date for the submission	Manner: Online at eProcurement portal (http://eproc.rajasthan.gov.in)

	Start Date: 15.11.2019 End Date: 25.11.2019 at 2:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee	From 11.00 AM onwards on 16.11.2019 and upto 02.00 PM of 25.11.2019
Date/ Time/ Place of Technical Bid Opening	Date: 25.11.2019 Time: 04.00 PM Place: BIP, Jaipur
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for bid document fee, RISL Processing Fee and Bid Security should be submitted in hard copies at the office of BIP as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.

2) In case, any of the bidders fails to submit hard copies of the Banker's Cheque/ Demand Draft for Bid Document Fee, Bid Security, and RISL Processing Fee up to the date as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Bureau of Investment Promotion Jaipur" payable at "Jaipur" from any Scheduled Commercial Bank. However, the e-processing fee should be drawn in of M.D., RISL Jaipur

3) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids without assigning any reason whatsoever.

4) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

5) Procurement entity disclaims any factual or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

6) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

INSTRUCTION TO BIDDERS (ITB)

1. Clarifications

(i) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

(ii) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -

(a) Last date of submitting clarifications requests by the bidder: as per NIB

(b) Response to clarifications by procuring entity: as per NIB

(iii) The minutes /response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes/response into account in preparing their bids, and shall be published on the respective websites

2. Changes in the Bidding Document

(i) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

(ii) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

(iii) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

(iv) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3. Period of Validity of Bids:

(i) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document i.e.90 days from the bid submission deadline. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

(ii) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

(iii) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

4. Format and Submission of Bids

(i) Bidders must submit their bids online at e-Procurement portal i.e. **<http://eproc.rajasthan.gov.in>**.

(ii) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.

(iii) A Single Stage Two part system shall be followed for the Bid: -

(a) Technical Bid, including fee details, eligibility & technical documents

(b) Financial Bid

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

5. Bid Security: Bid security shall be 2% of the estimated value of subject matter of procurement (0.5% in case of MSME Unit as per RTPP Rule 42)

(i) Bid security (BD) shall be solicited from all participating bidders

(ii) Bid security shall be furnished offline by way of Bank Draft or Bankers Cheque of a Scheduled Bank in favour of BIP

(iii) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

(iv) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

- 1) when the bidder withdraws or modifies its bid after opening of bids;
- 2) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
- 3) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- 4) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- 5) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

(v) Notice will be given to the bidder with reasonable time before bid security is forfeited.

(vi) No interest shall be payable on the bid security.

6 Selection Method:

Financial bids of Bidders meeting the minimum qualification shall be opened.

Rate contract may be entered with more than one bidder as parallel rate contract by giving counter offer of prices. Lowest cost quoted for each item by eligible bidders may be offered to the eligible bidders for consent, if required. This Rate-Contract shall be valid for a period of 2 years from the date of issue of letter of Rate Contract to the successful bidder(s). Rate Contract may be extended as per RTPP Act and Rules on mutual agreement, on same terms and conditions

7. Execution of Agreement for Rate Contract

(i) A procurement contract shall come into force from the date on which the letter of rate contract is dispatched to the bidder.

(ii) The successful bidder shall sign the Agreement for Rate Contract (Annexure-5) within 15 days from the date on which the letter of rate contract or letter of intent is dispatched to the successful bidder.

(iii) If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contract or fails to furnish the required security deposit within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the rate contract with the bidder and debar the bidder to participate in any future bid.

(iv) The bidder will be required to execute the agreement for rate contract on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

8. Individual Work Order(s) Issued to Bidders under Rate Contract:

As per the project requirements, from time to time, the Purchaser shall issue individual work order(s) to the successful bidder(s) for delivery of

various services, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from BIP The individual work order(s) shall specify the quantity of various services to be delivered along with other relevant details.

9. Performance Security:

After receiving the letter of intent (LoI), the bidder shall be responsible to deposit the requisite Performance Security within the prescribed time period as specified in each LoI(s) prior to execution of agreement:

- (i) Performance Security shall be solicited from successful bidders
- (ii) The amount of Performance Security shall be 5% of the amount of work / supply order in case of procurement of goods and services
- (iii) Performance Security shall be furnished in any one of the following forms: -
 - (a) Bank Draft or Banker's Cheque of a scheduled bank
 - (b) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank.

(iv) Performance Security furnished in the form specified above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period as specified in each individual work order(s).

(v) Forfeiture of Performance Security: Performance Security amount in full or part may be forfeited, in the following cases:-

- 1) When any terms and condition of the contract is breached.
- 2) When the bidder fails to make complete supply satisfactorily.
- 3) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

(vi) Notice will be given to the bidder with reasonable time before Performance Security deposited is forfeited.

(vii) No interest shall be payable on the Performance Security

10. Grievance Redressal during procurement process

Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix 6 to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:

First Appellate Authority: The ACS/Principal Secretary, Department of Industries, Government of Rajasthan, Secretariat, Jaipur-302 005

Second Appellate Authority: Department of Finance, Government of Rajasthan

11. Stay of procurement proceedings: While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

12. Vexatious Appeals & Complaints: Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be liable to be punished in accordance with the provision of RTPPP Act and Rules.

13. The provisions of RTPPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPP Act 2012 and Rules thereto, the later shall prevail.

Technical Bid

SCOPE OF WORK

Bureau of Investment Promotion promotes Rajasthan as an investment destination. Amongst other activities, this involves printing of well-designed and printed literature for information dissemination.

The printed literature includes brochures, folders, etc. We print limited copies of high quality literature. It may also be noted that the print run is generally 500 and above copies.

The **offset printing firm**, who would be on our panel, has to ensure **very high standard of print quality** and should also be able to **deliver in time. Many times deliveries will be expected at very short notice.**

The job orders would be given on assignment basis at pre-determined rates finalized on basis of the obtained financial bids. As you may see, we have drawn a comprehensive rate card, for you to fill up.

The steps of selection are as follows:

1. Financial bids of bidders meeting the minimum qualification shall be opened.
2. Contract would be signed with the selected parties who agree to our rate card which would be made on basis of lowest rates of each item received in the financial bids.

Tender Form

Technical Bid Form

Sn o	Particular	Details	Document to be submitted
1	Name of the Company/Firm		Copy of Company/LLP act / Registration
	Address of Head Office & Telephone numbers		Valid Proof
3	Branches (enclose details with address and telephone numbers)		Valid Proof
4	Number of years the company/firm/individual has been in Business		Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association or authentic proof
5	Annual Turnover 2016- 2017 (Audited statement to be enclosed)		Certificate from statutory auditor and audited financial statements with CA's Registration Number / Seal The turnover should be in term of printing only. In case there are other components like event management, advertising, designing etc., those should be detailed separately for this purpose a C.A. certificate should be attached.
6	Annual Turnover 2017- 2018 (Audited statement to be enclosed)		
7	Annual Turnover 2018- 2019 (Audited statement to be enclosed)		

8	Average Annual Turnover for the last three years (6,7,8 above)		
8	GST Registration Number		Copy of GST Registration -
9	Details of Income Tax Registration. PAN No		Copy of company PAN Card
10	Nature of Ownership, in case of an organization (proprietorship or registered under the Companies Act) Please give details and enclose certificate.		
11	MSME Category (if applicable)	Yes/no	MSME Certificate

Minimum Qualifications

The selected bidder should have both offset and digital printing facilities in house to qualify.

1. Minimum Annual Turnover: Average turnover of **Rs 1 crore average in last three years** (2016- 2017, 2017-2018, 2018-2019) (as per table above)

Annual Average Turnover

2. Number of years of experience –Firm should be working in the field of **offset colour printing for at least three years**

Years of Experience

3. **The printer should have at least the following machines in Jaipur with following min criteria:**

- (i) At least **2 Four color offset printing machines** with **at least one with online coating facility**

Yes / No

(Copy of Invoice of the machines to be enclosed)

- (ii) **CTP machine**

Yes / No

(Copy of Invoice of the machines to be enclosed)

,

- iii) Digital Printing Press facility of **at least 12 inchx18 inch Size**

Yes/ No

(Copy of Invoice of the machines to be enclosed)

4. **The bidder should have its permanent establishment that may be physically verified by the department for technically qualified bidders. The financial bids of only those bidders will be opened who have the required permanent establishment.**

Full operations in Jaipur as follows (in addition to those at mentioned above):

(Please tick where applicable. Please note that each of the claims will be counter-checked by a team of officers who will visit the premises, if required)

a) Desktop publishing (DTP) facility

Minimum requirement:

- i.** 3 computers
- ii.** 1 laser colour printer

b) Binding equipment (in house facility)

- 1. Folding
- 2. Stitching
- 3. Cutting

c) Generator facility at Press (in -house facility)

5. **At least one person on the rolls of the company** with the following qualification:

- **Engineering Degree in Printing Technology or at least 3 year diploma in Print Technology**

Yes/ No

Enclosures

- a) Copy of Diploma/Degree**
- b) Valid proof of employment with the bidder**
- c) Self- signed CV of the person**

6. Manpower at Jaipur:

(Enclose CVs self- signed by the concerned and a self-certified deceleration by the bidder to submitted)

Sno.	Particular	Actual number
(i)	Computer operators	
(ii)	Number of proof readers	
(iii)	Number of workers in processing department	
(iv)	Number of workers in press	

7. Please enclose sample publications: At least **5 print jobs** for Govt./PSUs in four-colour offset of **different clients** completely printed and produced by your firm. (The publication which will be submitted may have name of publisher or related work order may be submitted as proof)

Financial Bid

FIN-1**1. FIN-1**

1. The rates for the supply of following items are as under and the quantity to be supplied noted against each:

Sl. No.	Item Description	Size	Unit	RATE In Figures To be entered by the Bidder in Rs. P (Excluding All Taxes)
1	2	4	5	6
1	DTP Composing	-	Per page	
2	High resolution scanning	-	Per color per square inch Min charges	
3	Negative & Positive charges (Where applicable)	-	Per sq. inch.	
4	Digital Output (positives)	-	Per colour per square inch	
5	Plate making	18" x 23"	Per (single) plate	
6	Plate making	23" x 36"	Per (single) plate	
7	Printing (black & white printing)	18" x 23	Per first 1000 impressions	
8	Printing (black & white printing)	18" x 23	Per next 1000 impressions	
9	Printing (black & white printing)	20" x 30"	Per 1000 impressions	
10	Printing (black & white printing)	20" x 30"	Per next 1000 impressions	
11	Printing (black & white printing)	22" x 32	Per 1000 impressions	
12	Printing (black & white printing)	22" x 32	Per next 1000 impressions	
13	Printing (black & white printing)	23" x 36"	Per 1000 impressions	
14	Printing (black & white printing)	23" x 36"	Per next 1000 impressions	

15	Printing (colour)	18" x 23"	Per colour per 1000 impressions	
16	Printing (colour)	18" x 23"	Per colour per next 1000 impressions	
17	Printing (colour)	20" x 30"	Per colour per 1000 impressions	
18	Printing (colour)	20" x 30"	Per colour per next 1000 impressions	
19	Printing (colour)	22" x 32"	Per colour per 1000 impressions	
20	Printing (colour)	22" x 32"	Per colour per next 1000 impressions	
21	Printing (colour)	23" x 36"	Per colour per 1000 impressions	
22	Printing (colour)	23" x 36"	Per colour per next 1000 impressions	
23	Binding charges			
24	Juzz	-	@ per thousand forms of 4 pages	
25	Centre stitch	-	@ per thousand forms of 4 pages	
26	Folding charges (for folders)	-	@ per thousand forms of 4 pages	
27	Creasing Charges: For title cover and thick folder	-	@ per thousand forms of 4 pages	
28	Perfect Binding	-	Upto 100 pages	
29	Perfect Binding	-	Upto 150 pages	
30	Spiral Binding	-	per running inch	
31	Wiro Binding	-	per running inch	
32	Lamination			
33	Matt lamination charges	-	@ per sq. in.	
34	Matt lamination charges	-	Min Charges	
35	Gloss lamination charges	-	@ per sq. inch	
36	Gloss lamination charges	-	Min Charges	

37	Spot UV	-	@ per sq inch	
38	Spot UV	-	Min Charges	
39	Aqueous coating	-	@ per sq inch	
40	Aqueous coating	-	Min Charges	
41	Gumming and release paper	-	@ per sq. in.	
42	Die making	-	@ per sq. in.	
43	Die cutting	-	@ per 1000	
44	Envelope making	-	per 1000	
45	Digital Printing (Short print runs)			
46	Printing in matte paper/card	A3	per side	
47	Digital Printing on 245 gsm Textured paper/card	A3	per side	
48	Digital Printing on 145 gsm or less matte paper/card	A3	per side	
49	Digital Printing on 145 gsm or less textured paper/card	A3	per side	
50	Invitation card printing on ChaggaCandido 260 gsm paper including 1-2 color screen printing & matte gold embossing	7" x5"	per card	
51	Envelope on Regina Blanc 100 gsm paper including 1-2 color screen printing & matte gold embossing	7.25" x 5.25"	per envelope	
52	Paper			
53	Indian Art Paper 90 gsm	23"x36"	Cost per Ream	
54	Indian Art Paper 100 gsm	23"x36"	Cost per Ream	
55	Indian Art Paper 130 gsm	23"x36"	Cost per Ream	
56	Indian Art Paper 170 gsm	23"x36"	Cost per Ream	

57	Indian Art Paper 220 gsm	23"x36"	Cost per Ream	
58	Indian Art Paper 300 gsm	23"x36"	Cost per Ream	
59	Indian Art Paper 90 gsm	25"x36"	Cost per Ream	
60	Indian Art Paper100 gsm	25"x36	Cost per Ream	
61	Indian Art Paper130 gsm	25"x36	Cost per Ream	
62	Indian Art Paper170 gsm	25"x36	Cost per Ream	
63	Indian Art Paper220 gsm	25"x36	Cost per Ream	
64	Indian Art Paper250 gsm	25"x36	Cost per Ream	
65	Indian Art Paper 300 gsm	25"x36	Cost per Ream	
66	Imported Art Paper(magno90 gsm	23"x36"	Cost per Ream	
67	Imported Art Paper(magno100 gsm	23"x36"	Cost per Ream	
68	Imported Art Paper(magno 130 gsm	23"x36"	Cost per Ream	
69	Imported Art Paper(magno 170 gsm	23"x36"	Cost per Ream	
70	Imported Art Paper(magno 220 gsm	23"x36"	Cost per Ream	
71	Imported Art Paper(magno250 gsm	23"x36"	Cost per Ream	
72	Imported Art Paper(magno 300 gsm	23"x36"	Cost per Ream	
73	Imported Art Paper(magno 90 gsm	25"x36"	Cost per Ream	
74	Imported Art Paper(magno 100 gsm	25"x36"	Cost per Ream	
75	Imported Art Paper(magno 130 gsm	25"x36"	Cost per Ream	
76	Imported Art Paper(magno 170 gsm	25"x36"	Cost per Ream	
77	Imported Art Paper(magno 220 gsm	25"x36"	Cost per Ream	

78	Imported Art Paper(magno 250 gsm	25"x36"	Cost per Ream	
79	Imported Art Paper(magno 300 gsm	25"x36"	Cost per Ream	
80	Sinar Mas 90	23"x36"	Cost per Ream	
81	Sinar Mas 100	23"x36"	Cost per Ream	
82	Sinar Mas 130	23"x36"	Cost per Ream	
83	Sinar Mas 170	23"x36"	Cost per Ream	
84	Sinar Mas 220	23"x36"	Cost per Ream	
85	Sinar Mas 250	23"x36"	Cost per Ream	
86	Sinar Mas 300	23"x36"	Cost per Ream	
87	Sinar Mas 90	25"x36"	Cost per Ream	
88	Sinar Mas 100	25"x36"	Cost per Ream	
89	Sinar Mas 130	25"x36"	Cost per Ream	
90	Sinar Mas 170	25"x36"	Cost per Ream	
91	Sinar Mas 220	25"x36"	Cost per Ream	
92	Sinar Mas 250	25"x36"	Cost per Ream	
93	Sinar Mas 300	25"x36"	Cost per Ream	
94	Sunshine Ballarpur Paper 90	23"x36"	Cost per Ream	
95	Sunshine Ballarpur Paper 95	23"x36"	Cost per Ream	
96	Sunshine Ballarpur Paper 119 gsm	23"x36"	Cost per Ream	
97	Sunshine Ballarpur Paper 90	25"x36"	Cost per Ream	
98	Sunshine Ballarpur Paper 95	25"x36"	Cost per Ream	

99	Sunshine Ballarpur Paper 119 gsm	25"x36"	Cost per Ream	
100	Maplitho Ballarpur 90 gsm	23"x36"	Cost per Ream	
101	Maplitho Ballarpur 95 gsm	23"x36"	Cost per Ream	
102	Maplitho Ballarpur119 gsm	23"x36"	Cost per Ream	
103	Maplitho Ballarpur95 gsm	25"x36"	Cost per Ream	
104	Deo Paper 100 gsm	25"x36"	Cost per Ream	
105	Ivory Sheet 250 gsm	22"x28"	Cost per Ream	
106	Ivory Sheet 250 gsm	22"x28"	Cost per Ream	
107	Impressive Absolute - White 95gsm	45 cm x 65 cm	Cost per Ream	
108	Impressive Absolute 120gsm	70 cm x 100 cm	Cost per Ream	
109	Impressive Absolute 240gsm	70cm x 100 cm	Cost per Ream	
110	Malmero Pearl - Blanc 120gsm	72 cm x 102 cm	Cost per Ream	
111	Malmero Pearl - Blanc 250gsm	72 cm x 102 cm	Cost per Ream	
112	Impressive Ivory 200gsm	56 cm x 71cm	Cost per Ream	
113	Impressive Ivory 310gsm	56 cm x 71 cm	Cost per Ream	
114	Impressive Ivory 400gsm	56 cm x 71 cm	Cost per Ream	
115	Impressive Ivory - Natural White 125gsm	70 cm x 100 cm	Cost per Ream	
116	Impressive Ivory - Natural White 180gsm	70 cm x 100 cm	Cost per Ream	
117	Impressive Ivory - Natural White 250gsm	70 cm x 100 cm	Cost per Ream	
118	Impressive Ivory - Natural White 300gsm	70 cm x 100 cm	Cost per Ream	
119	Impressive Ivory - Natural White 350gsm	70 cm x 100 cm	Cost per Ream	

120	Modigliani - Bright White 120gsm	72 cm x101 cm	Cost per Ream	
121	Modigliani - Bright White 260gsm	72 cm x101 cm	Cost per Ream	
122	Modigliani - Natural 120gsm	72 cm x101 cm	Cost per Ream	
123	Modigliani - Natural 260gsm	72 cm x101 cm	Cost per Ream	
124	Insize Modigliani Bright White 120gsm	72 cm x101 cm	Cost per Ream	
125	Insize Modigliani Bright White 145gsm	64 cm x 90 cm	Cost per Ream	
126	Insize Modigliani Bright White 250gsm	64 cm x 90 cm	Cost per Ream	
127	Astosilver - Farfalle 110gsm	71 cm x 101 cm	Cost per Ream	
128	Astosilver - Farfalle 220gsm	71 cm x 101 cm	Cost per Ream	
129	Natural Evolution White 145gsm	64 cm x90 cm	Cost per Ream	
130	Natural Evolution White 145gsm	72 cm x 102 cm	Cost per Ream	
131	Natural Evolution White 240gsm	64 cm x90 cm	Cost per Ream	
132	Natural Evolution White 240gsm	72 cm x 102 cm	Cost per Ream	
133	Natural Evolution White 280gsm	64 cm x90 cm	Cost per Ream	
134	Aspro Premium 125gsm	72 cm x 102 cm	Cost per Ream	
135	Aspro Premium 145gsm	72 cm x 102 cm	Cost per Ream	
136	Aspro Premium 200gsm	72 cm x 102 cm	Cost per Ream	
137	Aspro Premium 250gsm	72 cm x 102 cm	Cost per Ream	
138	Aspro Premium 280gsm	72 cm x 102 cm	Cost per Ream	
139	Aspro Premium 320gsm	72 cm x 102 cm	Cost per Ream	
140	Aspro Premium 350gsm	72 cm x 102 cm	Cost per Ream	

141	Aspro Premium 400gsm	72 cm x 102 cm	Cost per Ream	
142	Mount blanc white 100 gsm	64 cm X 90 cm	Cost per Ream	
143	Mount blanc white 160gsm	64 cm x 90 cm	Cost per Ream	
144	Mount blanc white 190gsm	64 cm x 90 cm	Cost per Ream	
145	Mount blanc white 100 gsm	70 cm x 100 cm	Cost per Ream	
146	Mount blanc white 160gsm	70 cm x 100 cm	Cost per Ream	
147	Mount blanc white 190gsm	70 cm x 100 cm	Cost per Ream	
148	Mount blanc EXTRA white 100gsm	64 cm X 90 cm	Cost per Ream	
149	Mount blanc EXTRA white 160gsm	64 cm X 90 cm	Cost per Ream	
150	Mount blanc EXTRA white 130 gsm	64 cm X 90 cm	Cost per Ream	
151	Mount blanc EXTRA white 190gsm	64 cm X 90 cm	Cost per Ream	
152	Mount blanc EXTRA white 240gsm	64 cm X 90 cm	Cost per Ream	
153	Mount blanc EXTRA white 270gsm	64 cm X 90 cm	Cost per Ream	
154	Mount blanc EXTRA white 100	70 cm x 100 cm	Cost per Ream	
155	Mount blanc EXTRA white 160gsm	70 cm x 100 cm	Cost per Ream	
156	Mount blanc EXTRA white 130 gsm	70 cm x 100 cm	Cost per Ream	
157	Mount blanc EXTRA white 190gsm	70 cm x 100 cm	Cost per Ream	
158	Mount blanc EXTRA white 240gsm	70 cm x 100 cm	Cost per Ream	
159	Mount blanc EXTRA white 270gsm	70 cm x 100 cm	Cost per Ream	
160	Duplex Board	-	per Kg.	
161	Polybag with self-adhesive tape	-	Per Sq Inch	

GST as applicable will be payable extra on each invoice

TERMS & CONDITIONS

1. The department will pay only for the finished copies and will not bear the cost of wastage and trial/test prints, if any.
2. The printer would ensure that the information provided by the client is carried out without proofing errors. If the bidder fails to carry out the directions, he will be liable for suitable action/penalty.
3. The schedule for delivery would be fixed in advance and the printer would ensure that the material is delivered within the stipulated time.
4. The bills raised for the jobs would be as per the rate card finalized between the BIP and the printer.

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Bidders should read these conditions carefully and comply strictly while sending their bids.

2. Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Contract" means the Agreement entered into between the Procuring Authority and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Services from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

g) “Purchaser”/”Procuring Authority” means the entity procuring the services, as specified in the bidding document.

h) “Related Services” means the services incidental to the training, and other similar obligations of the successful/ selected bidder under the Contract.

i) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

j) “The Site,” where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions of the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

3. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

4. Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Procuring Authority and the selected bidder and supersedes all communications, Negotiations and agreements (whether written or oral) of parties with respect thereto Made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Waiver: Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

5. Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / selected bidder and the Procuring Authority, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation (either English or Hindi) of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful / selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

8. Scope of Services

- a) Subject to the provisions in the bidding document and contract, the services to be provided shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of services shall include all such details/related activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the services as if such details/related activities were expressly mentioned in the Contract.

9. Delivery of services

- a) Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected bidder by BIP.
- b) The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

10. Selected Bidder's Responsibilities

The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

11. Purchaser's Responsibilities: The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

12. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13. Risk & Cost Recovery: In case of non-execution of work or denial to execute work due to any reasons on the expected time, BIP shall be free to get the work done on risk and cost basis from any other vendor and a recovery of risk & cost thereto shall be made from the successful bidder by BIP.

14. Recoveries from Selected Bidder

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills as per prevalent Rules
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with BIP.
- c) The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

15. Taxes & Duties

- a) GST should not be included in the bid price and shall be paid/ deducted at source by BIP separately on prevailing rates. Other Taxes as applicable will be extra and paid by BIP
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.

16. Copyright

The copyright in all materials containing data and information furnished to the Purchaser by the Selected Bidder herein shall remain vested in the BIP, or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17. Confidential Information

- a) The Purchaser and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any information furnished directly or indirectly by the other party

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

i. the Purchaser or Selected Bidder need to share with BIP or other institutions participating in the Contract;

ii. now or hereafter enters the public domain through no fault of that party;

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

18. Sub-contracting

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

19. Validity of Rate Contract

The rate contract shall be valid for a period of Two Year from the date signing of Agreement between the selected bidder and BIP. The contract may further be extended on same terms and conditions of the Rate Contract, agreed mutually by both parties as per the RTPP Act 2012 and Rules 2013.

20. The services provided under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

21. Termination

a) Termination for Default

The tender sanctioning authority may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part: -

- i) If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BIP; or
- ii) If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof;
- or iii) If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- iv) If the selected bidder commits breach of any condition of the contract.
- v) If BIP terminates the contract in whole or in part, amount of PSD may be forfeited.
- vi) Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

BIP may at any time terminate the Contract by giving a written notice to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BIP.

c) Termination for Convenience

BIP, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

22. Settlement of Disputes

a) General: In the case of a dispute or difference arising between the Tendering authority and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be decided as per the provisions of The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall apply to the arbitration proceedings.

b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Jaipur, where agreement has been executed and by no other court.

23. Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

100% of the cost as provided in the financial bid format, after deducting LD (if any)

Payment shall be released after approval of the said documents and deliverables as submitted to BIP.

- b) Documents Required, whichever applicable for desired deliverables, to be submitted to BIP for Payment
- i. Deliverables approved by designated in-charge officer
 - ii. Bills/Invoices
- c) Due payments shall be made promptly by the purchaser, on submission of an invoice or request for payment by the selected bidder.
- d) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- h) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

24. ARBITRATION:

Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration. Head of the organisation i.e. Commissioner BIP will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. The venue of such arbitration shall be Jaipur and the language of arbitration shall be in English.

SIGNATURE OF TENDERER

ANNEXURE-1: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
Udyog Bhawan, Jaipur

I/ We {Name/ Designation} hereby declare/ certify that {Name / Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory's Name: -

Signature

Seal of the Organization: -

Date:

Place:

ANNEXURE-2: SELF-DECLARATION

{to be filled by the bidder}

To,

Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
Udyog Bhawan, Jaipur

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. Of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,: -

- a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) Is having unblemished record and is not declared ineligible due to corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) Does not have any previous transgressions with any entity in India or any other country during the last three years
- e) Does not have any debarment by any other procuring entity
- f) Is not insolvent in receivership, bankrupt or being wound up, does not have its affairs administered by a court or a judicial officer does not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g) does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory's Name: -

Signature

Seal of the Organization: -

Date

Place

**ANNEXURE-3: CERTIFICATE OF CONFORMITY / NO DEVIATION -
DECLARATION BY BIDDER**

{to signed by selected bidder}

To,

Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
Udyog Bhawan, Jaipur

CERTIFICATE

This is to certify that I/we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the Legal services and consultancy project, to meet the desired Standards set out in the bidding Document.

I/We declare that I am/we possess necessary registrations under all acts / rules / laws of the Union of India and the State of Rajasthan necessary to provide the services through this bid for which we have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my / our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory's Name: -

Signature

Seal of the Organization: -

Date:

Place:

ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT COVER

LETTER {to be submitted by the bidder on his Letter head}

To,

Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
Udyog Bhawan, Jaipur

Reference: NIB No.: _____

Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications of services prescribed.

The quote/ price are inclusive of all cost likely to be incurred for executing this work except taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

I / We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the RFP document.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of ____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any other bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory's Name: -

Signature

Name:

Designation:

ANNEXURE-5: DRAFT AGREEMENT FORMAT

{to be mutually signed by selected bidder and procuring entity}

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the [day number] day of the month of [month], [year], between, on the one hand, The Commissioner Investment & NRIs, Bureau of Investment Promotion, Udyog Bhawan, Jaipur-302 005 (hereinafter called the “Client”) and, on the other hand, [name of Firm] (hereinafter called the “bidder”).

WHEREAS:

(a) The Client has requested the bidder to provide printing services for Bureau of Investment Promotion as defined and described in this Contract (herein after called the “Services”)

(b) The bidder, having presented to the Client that it has the professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Scope of Work, Technical and Financial Proposals (Bids) submitted by the bidder

(b) The Statement of Outcomes of Negotiations

(c) The Terms & Conditions and the General Terms and Conditions of tender & contract

2. The mutual rights and obligations of the Client and the bidder shall be as set forth in the Contract, in particular:

(a) the bidder shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the bidder in accordance with the provisions of the Contract.

(c) The contract shall be valid for 24 months from the date of signing the contract

1. The successful bidder has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit for the due performance of the contract.

IN WITNESS HEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

FOR AND ON BEHALF OF (THE Bidder)

Witness 1

(Name)
(Designation)
(Address)

Witness 2

(Name)
(Designation)
(Address)

FOR AND ON BEHALF OF THE BUREAU OF INVESTMENT PROMOTION

Witness 1

(Name)
(Designation)
(Address)

Witness 2

(Name)
(Designation)

(Address)

**ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT,
2012**

Appeal Noof

Before the (First/Second Appellate Authority)

Particulars of appellant:

a. Name of the appellant :< please specify>

b. Official address, if any: <please specify>

c. Residential address :< please specify>

Name and address of the respondent(s):

a. <please specify>

b. <please specify>

c. <please specify>

Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved :< please specify>

If the Appellant proposes to be represented by a representative, the name and postal address of the representative :< please specify>

Number of affidavits and documents enclosed with the appeal :< please specify>

Grounds of appeal (supported by an affidavit):<please specify>

Prayer :< please specify>

Place

Date

Appellant's Signature

**ANNEXURE-7: Format for Clarifications to be sent to
bip.raj@nic.in**

Name of the Bidder:

Address:

Telephone Nos.:

Fax No:

Mobile No:

Email ID:

	Section No. – Clause No. – Paragraph/Bullet No.	Corresponding page no in the RFP Document	Particulars of the query / clarification	Remarks of BIP

Authorized Signatory Designation

The bidder should send the queries through official e-mail IDs only.

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of interest:-

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information

about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is

(1) **Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of

a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

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

arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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