

**Himachal Pradesh University,  
(NAAC Accredited 'A' Grade University)  
“CDOE, H.P.U.”**



**TENDER DOCUMENT FOR  
PRINTING AND SUPPLY OF SELF LEARNING MATERIAL (SLM) FOR  
CDOE(Centre for Distance and Online Education).  
HIMACHAL PRADESH UNIVERSITY, SUMMER HILL, SHIMLA-171005.  
[To be filled through e-procurement only]**

**Tel. : 0177-2833401,2831327**

**Website: <https://www.hpuniv.ac.in>,<https://hptenders.gov.in>**

**E-mail:director.icdeol@gmail.com**

## TENDER DOCUMENT CUM RATE CONTRACT AT A GLANCE

1.	<b>Work</b>	Printing and supply of Self Learning Material(SLM) for CDOE of HPU
2.	<b>Authority Inviting Tender</b>	Director, CDOE Himachal Pradesh University Summer Hill, Shimla-5
3.	<b>Estimated cost of contract</b>	Rs. 80 Lakh (Rupees Eighty Lakh Only)
4.	<b>E—bid Publish Date</b>	<b>18-01-2025 at 3.00 P.M.</b>
5.	<b>Pre-Bid Meeting</b>	23-01-2025 on 11:30 PM in the Chamber of Director CDOE, H.P.U. Summer-Hill Shimla-5.
6.	<b>E—bid submission start</b>	<b>30-01-2025 at 2.30 P.M.</b>
7.	<b>Last date and time of submission of bids</b>	<b>13-02-2025 up to 5.00 P.M.</b>
8.	<b>How the bids should be submitted</b>	E-Bid on <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>
9.	<b>To whom the Tender Cost and EMD in original and non-blacklisting of firm on Rs.50/-Stamp duly notarized should be submitted to</b>	Director CDOE Himachal Pradesh University Summer Hill, Shimla-5
10.	<b>Date and time of opening of technical bids</b>	<b>15-02-2025 at 11.30.A.M. in the Store Purchase Office ,Himachal Pradesh University Summer Hill Shimla-5.</b>
11.	<b>Amount of Tender Form &amp;EMD</b>	Rs. 5000/- (Rupees Five thousand only) Form fee & Rs. 2,00,000 (Rupees Two Lakh only) as EMD.
12.	<b>Bid Validity Period</b>	180 (One hundred eighty Days) from the last date of submission of bids.

# **TENDER DOCUMENT**

**For Printing and supply of Self Learning Material for CDOE, HPU.**

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## Section: 1

### **Himachal Pradesh University, Gyan Path Summer Hill Shimla-5**

#### **NOTICE INVITING TENDER**

Himachal Pradesh University (HPU), Shimla, H.P. (a State University established by an Act of State Legislature) invites online bids under e-procurement method on two bid-systems (technical and financial) from the publishers/printers and reputed firms for printing and supply of Self Learning Material for CDOE HPU. The document can be downloaded from the Government of H.P., Public Procurement Portal website <https://www.hptenders.gov.in>, or from the University's-website <http://www.hpuniv.ac.in>.

The bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions to Bidders) along with scanned copy (ies) of required documents and Account Payee Demand Draft of Rs. **5000/- (Rupees Five thousand only)** and Fixed Deposit Receipt for Rs. **2,00,000/- (Rupees Two lakh only)** drawn/ made in favour of Finance Officer, Himachal Pradesh University, Shimla-5 towards Tender Form Fee and Earnest Money Deposit must be uploaded on Portal <https://www.hptenders.gov.in>, on or before **13-02-2025 up to 5.00 P.M.**.

The original documents of Tender Form Fee & EMD and declaration of non-black list of the firm by any authority in original on Rs. 50/- Non- Judicial stamp paper must be submitted to the **Director, CDOE, H.P. University**, Shimla-5 before **13-02-2025 up to 5.00 P.M.** by hand or through post and the technical bid shall be opened on **15-02-2025 at 11.30 A.M.**

**Sd/  
Director CDOE**

## SECTION-2

### INSTRUCTIONS TO BIDDERS

#### 2.1 General Instructions

- 2.1.1 For the bidding/tender documents purposes, 'Himachal Pradesh University' (HPU) shall be referred to as 'Client' and the successful bidder shall be interchangeably referred to as 'Contractor' and/ or 'Bidder'.
- 2.1.2 The invitation for bid is open to publishers / printers / reputed firms in printing works / printing of books etc.
- 2.1.3 The bidding documents (technical bid and financial bid) must be uploaded on <https://www.hptenders.gov.in>, only.
- 2.1.4 The duly filled-in technical bid along with scanned copy of requisite supporting documents and financial bid should be uploaded online on SPPP (State Public Procurement Portal) as required under e-procurement method of Government of H.P. non-receipt of any of the required documents or bid within complete details will lead to rejection of tender.
- 2.1.5 Any person signing on behalf of a bidder must attach scanned copy of the authorization letter/ Power of Attorney from the actual bidder as the proof of authorization for signing on his/ her behalf.
- 2.1.6 Each bidder shall submit only one bid against this invitation of tender.
- 2.1.7 Bid containing conditional offers, offers with deviation from the conditions of contract, bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security / Earnest Money Deposit of requisite amount / format or non-compliance of any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.8 The tender, after submitting the tender online, may withdraw, substitute or modify the tenders without for feature of Bid Security/EMD up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered.
- 2.1.9 No bid shall be withdrawn in the interval between the last date of submission of bids and expiration of the period of bid validity.
- 2.1.10 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict to interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have controlling partner(s) in common; or
  - (b) they receive or have received any direct or indirect financial stake from any of them; or
  - (c) they have the same legal representative/ agent for the purpose of this bid; or
  - (d) They have 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.

- 2.1.11 At any time prior to the date of submission of bids, the Director CDOE, HPU may, whether its own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the SPPP website and H.P. University official website i.e. [www.hpuniv.ac.in](http://www.hpuniv.ac.in).
- 2.1.12 In case the amendments in the tender document require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the H.P. University authority. In such a situation, the bidders shall also be required to extend the validity period of their bid security/EMD.
- 2.1.13 The rates must be quoted strictly on BOQ.
- 2.1.14 Perspective bidders are advised to regularly visit the website for latest updates.

## **2.2 Tender Form Fee & Bid Security (Earnest Money Deposit):**

- 2.2.1 The bid must be accompanied by a Demand Draft of Rs. 5000/- (Rupees Five thousand only) as Tender form fee and Bid Security (Earnest Money Deposit) of Rs 2,00,000/- (Rupees Two lakh Only) in the form of Fixed Deposit Receipts of Nationalized bank drawn and made in **favor of the Finance Officer, Himachal Pradesh University, Summer Hill, Shimla** payable at Shimla. However, the bidder companies registered as Micro and Small Enterprises (MSEs) as defined in Government of India's MSE Procurement Policy; Start-ups as recognized by Government of India, Department of Industrial Policy & Promotion are exempted to furnish bid security/EMD subject to production of proof of their registration for printing works.
- 2.2.2 Scanned copy of financial instruments mentioned in Para 2.2.1 above should be uploaded along with the technical bid and the bid security / EMD in original must be submitted to the Director CDOE, HPU, Shimla-5 before opening of the bid.
- 2.2.3 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill(s) held by the Client in respect of any previous services/ work shall be entertained.
- 2.2.4 A bidder's Bid Security will be forfeited if the bidder withdraws or amends its offer or impairs or derogates from the tender in any respect within the period of validity of the tender. The University at its discretion may blacklist such firm (s) on appropriate period.
- 2.2.5 In the case of a successful bidder, the Bid Security will be forfeited, if the bidder fails to
- (i) Furnish the required Security money within the specified period in the Shape of FDR of National Bank, duly pledged in the name of Finance Officer H.P. University.
  - (ii) honor his/her own quoted prices for the services or part thereof;

## **2.3 Minimum Eligibility Criteria:**

- 2.3.1 The bidder shall be a publishers / printers / reputed firms in printing works / printing of books etc. duly registered with the dept. of Industries as SSI/MSI/Large Scale.
- 2.3.2 The firm shall submit the EMD of Rs. 2,00,000/- (Rupees Two lakh only) or EMD exemption certificate along with relevant document (if any).
- 2.3.3 Bidders shall have to meet the following pre-qualification criteria: -
- (a) Should have the Average Annual Turnover of Rs. 1,00,00,000/- (Rupees One crore only) during the preceding three years ending 31<sup>st</sup> March, 2024. The Average Turnover Certificate must be attested by the C.A.

- (b) Should submit the copies of final account statements for the previous three years ending on 31<sup>st</sup> March 2024.
- (c) The bidder should have the work experience of at least three years in the printing of SLM Books and should submit the work orders in support of this.
- 2.3.4 The bidders are expected to have in possession of required printing equipment's for printing, binding machines etc. with alternate/stand by machine to ensure uninterrupted printing and timely delivery.
- 2.3.5 The bidder must have their own Plant & Machinery within the India.**
- 2.3.6 Bidder should not have been blacklisted on any score by any Government Department/ Autonomous Body/ Public Sector Undertaking. Any information in this regard subsequently found to be incorrect after submission of bid or award of contract will entail rejection of the bid or cancellation of Award of Contract as the case maybe.
- 2.3.7 Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under:
- (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to the manual so no offence shall be committed under Prevention of Corruption Act,1988 or Indian Pena lCode,1860;
  - (ii) No undisclosed agreement or understanding with other bidders shall be entered in to with respect to prices, certifications etc.;
  - (iii) No payment has been made to any agent/broker or any other intermediary for this bidding;
  - (iv) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.
- 2.3.8 In proof of having fulfilled the minimum eligibility criteria mentioned at clauses 2.3.1 to 2.3.7, the legible scanned copies of the following self-attested documents/ information must be uploaded with the technical bid:
- (a) Each copy of PAN, GSTIN.
  - (b) Copies of self attested Balance Sheet and Profit &Loss Account along with ITRs of the firm for the years 2021-2022, 2022-2023 and2023-2024.
  - (c) Copies of work orders in support of information required at clause 2.3.3 of the tender document.
  - (d) An affidavit on non-judicial stamp paper for Rs. 50/- declaring that the firm/ company had never been blacklisted by any authority (Original Affidavit shall be hand over to the Director CDOE, HPU, Shimla-5 before the last date of the submission of online tender).
  - (e) The bidder shall have to attach papers of 90 GSM (Maplitho) and 190 GSM (Art Paper) of A, B and C Grade with Technical bid.
  - (f) Copy of registration certificate of SSI/ Medium Scale/ Large Scale Industries with the dept. of Industries.
- 2.3.9 This Request for Proposal (RFP) is issued with no financial commitment and the H.P. University authority reserves the right to change or vary any part thereof or foreclose the procurement process at any stage. The H.P. University authority also reserves the right to disqualify any vendor, if warranted, at any stage.
- 2.4 Bid Validity Period**
- 2.4.1 Bids shall remain valid and open for acceptance for a period of 180 days (One hundred Eightydays) from the last date of submission of bids.
- 2.4.2 The H.P. University may, without assigning any reason, request for extension of bid validity for another period of 30 (thirty) days without any modification in the bid already submitted.

## **2.5 Submission of Technical Bid**

- 2.5.1 Technical Bid/Compliance Sheet should be submitted online on Government of Himachal State Public Procurement (SPP) Portal in the form prescribed at Annexure-II of this tender document.
- 2.5.2 The following documents shall comprise the Technical Bid:
- (a) Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Form-1 inter alia containing the declaration required at clause 2.3.8. The letter should be printed on company's letter head and signed by the authorized signatory.
  - (b) Duly filled-in and signed Annexure-II&VI containing information required.
  - (c) **Scanned copy of all the supporting documents as required in clause 2.3.1 to 2.3.9**
  - (d) Scanned copies of Tender Document fee and Bid Security (EMD) in any of the form mentioned in clause 2.2.1 (original to be submitted either by hand or by post).

## **2.6 Submission of Financial Bid**

- 2.6.1 Financial bid should be submitted online (SPP Portal) in the 'Financial Bid Submission' on BOQ.
- 2.6.2 Financial Bid should be as per the online SPPP format only.

## **2.7 Opening of Technical Bids**

- 2.7.1 Bids will be opened online only. The technical bids received through State Public Procurement Portal /online shall be opened on 01-02-2025 at 11:30AM by the duly authorized Committee in the presence of bidders who wish to attend.
- 2.7.2 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government / University, the bids will be opened on next working date with time and venue remaining unaltered.
- 2.7.3 After opening of technical bids, a preliminary scrutiny would be conducted to ensure that Tender form fee and EMD of required amount.
- 2.7.4 The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.

## **2.8 Technical Bid Evaluation**

- 2.8.1 The technical bids shall be evaluated based on the documents submitted by the bidders in totality as required under clause 2.5.2 above. To assist in the examination, evaluation, comparison of the bids and qualification of the bidders, the HPU may, at its discretion, ask any bidder for a clarification on its bid. Any clarification submitted by a bidder that is not in response to a request by the HPU shall not be considered. The H.P. University request for clarification and the response shall be in writing or by e-mail.
- 2.8.2 If a bidder does not provide clarifications of its bid by the date and time set by the H.P. University request for clarification, its bid shall be rejected.
- 2.8.3 HPU also reserves its right to seek confirmation / clarification on the supporting documents submitted by the bidder from the agency(ies) issuing such document(s).
- 2.8.4 The online bid opening, evaluation, award of contract etc will be made as per SPPP norms only.

## **2.9 Opening of Financial Bids**

- 2.9.1 The financial bids of all the technically qualified bidders shall be opened online e-procurement method (SPP Portal) on the appointed date and time through the authorized officials in the presence of bidders who wish to attend.
- 2.9.2 Mere becoming the lowest bidder, prior to financial bids scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure.

## **2.10 Financial Bid Evaluation**

- 2.10.1 The evaluation of financial bids shall be made on item rate basis plus applicable GST and other levies if any. In case of discrepancy/difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rule of the GST Act vis-a-vis supporting document provided by the bidders in respect of the claim for the GST. The decision of the University shall be final and binding in this regard.
- 2.10.2 The bidder(s) whose financial bid(s) are found to be lowest in terms of clause 2.10.1 above shall be declared as successful and Award of Contract(s) shall be issued accordingly.

## **2.11 Right of Acceptance**

- 2.11.1 Himachal Pradesh University Authority, Shimla reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids (including the lowest) at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders for the University action. The decision of the competent authority of the HP University in this regard shall be final and binding.

## SECTION-3

### SCHEDULE OF REQUIREMENTS

This Schedule of Requirements contains details of Self Learning Material (SLM) to be printed and supplied by the Printer FOR at CDOL Store, HPU Campus and other relevant information and instructions in this regard.

#### **3.1 Printing and supply of Self Learning Material:**

3.1.1 The printing and supply of Self Learning Material (SLM) shall be carried out by the intending printers and would be paid by the CDOE. It is pertinent to mention here that the Proof reading of the Material, Work Order to the L-1 Printer shall be made at the end of the Director CDOE and the Inspection and Payment shall be made at the end of the Director (CDOE), under the relevant head of account.

#### **3.2 General Instructions to the bidders:**

**3.2 Tentative Books for Printing:** Printing order approximately 7.50 lakhs books of UG, PG and Diploma courses 3, 13 and 3 respectively in SLM form. (Bases on Last year's printing orders)

**3.2.1 Specification:** The specifications and allied technical details of SLM books, paper, binding and packing required for the printing work shall be as follows:

- a) The **copy right** shall be vested with CDOE, H.P University.
- b) The Font size is **12 point, Times New Roman** for running text matter for English and **14 for other languages**.

c) Font size for subheadings is **14 points Bold** for English and **16** for other languages.

d) Font size for sub-subheadings is **12 points Bold** for English and **14** for other languages.

e) Font size for main Headings is **20 points Bold** for English and **22** for other languages.

f) **Size of the Book (23"X36"/8)**

g) **Print Area:** Set Area 9½" x 7"

h) **Lead:** Auto Lead.

#### **2. Production Quality**

Size of the Book (8"X10½")

a) **The paper required for the Book: 90 GSM Map Litho Paper.**(A Grade Paper)

b) **Text Printing:** Single Color.

c) **Cover Paper:** The cover should be in two color prints on a 190 GSM Art Paper (A Grade paper). The design of cover title and back title shall be as per the specifications given by the CDOE.

d) **Binding Procedure:** Two wire stitch side binding/Perfect binding.

**3. Quantity:** -Rate per Page as quoted of various denominations of pages for the text paper 90 GSM Map litho paper as per BOQ. (A Grade paper).

**3.2.2 Quoting of price:** The prices are to be quoted for the printing of books on **per page basis and as per BOQ. Including title page** [inclusive all. as per the above specifications. pages (blank & printed), binding. transport. packing labor etc.,]. Unit prices are to be quoted in figures.

In case of any variation of number of pages noticed at later stage, the proportionate amount per page will be deducted /considered. The bidders may check the material available, location, type of printing of inner/cover page etc., before submission of the tender document.

- 3.2.3 **Samples and proof reading:** The soft/hard copies of SLM (Books) will be provided by the CDOE for Reference; however, the bidder has to observe the above furnished specification and parameter of the SLM (Books). Further, if any correctness is required, the Printer has to follow the instructions issued by the CDOE from time to time. The bidder has to present one proof of each book of SLM to the University for proof-reading or any other alteration for approval before execution of the printing work order and obtain the approval in written or through e-mail.
- 3.2.4 **Printing and Supply:** The bidder should supply the Self Learning Material at CDOE, HPU Main Campus Store, Shimla within **Fifteen(15) days** from the date of issue of Printing order of Study Material in case if the print material is supplied in CD/Email otherwise in 21 days after the final proof reading.
- 3.2.5 **Quality check:**  
The quality check of GSM and brightness and GSM of cover pages will be checked by the Director, CDOE and his officers and officials.
- 3.2.6. The material should be supplied in proper packing and safe manner indicating subjects name (s), courses and quantities.
- 3.2.7 The rate of L-1 firm will be valid for one year and further extendable for another one year after mutual consent of both the parties.

3.5 In exceptional circumstances and in interest of CDOE (to be recorded), the Director may condone delay and grant extension in supply of printed material and submission of bills to the printer, provided such request in writing is made to the Director CDOE immediately after the expiry of the due date.

3.6 The Printing Committee duly approved by the Hon`ble Vice Chancellor reserves the rights whether to select or reject any tender document without any information to the applicant. The Printing Committee also reserves the right to call a fresh tender at any stage, if it is found that the lowest rates quoted by the vender are inflated and other reason, whatsoever.

## SECTION 4

### GENERAL CONDITIONS

#### 4.1 Confidentiality

- 4.1.1 The bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information related to university. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of CDOE information.
- 4.1.2 If the bidder receives inquiries from any person or outside agencies including Press Media, the same shall be referred by the bidder to university immediately on receipt of such queries.

#### 4.2 Payments

- 4.2.1 All payments for printing and supply of Self Learning Material shall be made to the bidder as per the rates quoted by the Printer in the financial bid / price schedule (Form -3) and accepted by the H.P. University. The L-I shall ensure to prepare the bill in f/o Director CDOE
- 4.2.2 No price escalation, other than the revision in applicable taxes as notified by the Central & State Government from time to time, shall be entertained by the CDOE.
- 4.2.3 **Payment:** The mode of payment will be in Indian rupees in the following order:
- (i) **100% of total printing work order:** After 100% print and supply of Study Learning Material books subject to certification by the CDOE and after handover of CD and MSS safely. After Quality check of inner pages and covers pages. 100% will be made only after the successful inspection of the material.
- 4.2.4 CDOE shall make deductions on account of Goods & Services Tax (GST) and Income Tax or any other deductions as made applicable by the laws promulgated by the Government of India or the State Government of H.P, as the case may be, from any payments made to the bidder, and the amount so deducted shall be deemed to be a payment made to the bidder. The Client shall provide a certificate certifying the deductions so made.
- 4.2.5 All payments by the CDOE to bidder shall be made by means of NEFT/RTGS in the bank account of the bidder.
- 4.2.6 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the University in favour of the bidder on the basis of the order of award of work.

#### 4.4 Disclaimer

- 4.4.1 The relatives/near relatives of employees of the CDOE/University are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife father, mother, son(s), son's wife (daughter-in- law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

#### 4.5 Termination of Award of Contract:

- 4.5.1 The H.P. University may, without prejudice to any other remedy, for breach of contract/order by written notice of default sent to the firm, terminate the contract/order in whole or part at the risk and cost of the defaulting firm:
- (a) If the firm fails to execute the supply of all the materials of desired quality and quantity within the stipulated period(s) as specified in the order or within any extension the ret granted by the H.P. University;

- (b) If the supplier fails to perform any other obligation(s) under the contract/order.
- (c) The Rate Contract shall be valid till the finalization of new rate contract if otherwise not terminated.

#### **4.6 Governing laws and settlement of dispute**

4.6.1 This contract shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Shimla.

4.6.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the University in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments there to. The venue for the arbitration will be Shimla and the decision of the arbitrator shall be final and binding on both the parties.

**4.7** Any bidder from country which shares a land border with India will be eligible to bid in this procurement process if the bidder is registered with competent authority constituted by Department for promotion of industry and internal trade (DPIIT) or any other body as created by Govt. of India/Ministry of Finance, Department of Expenditure, Public Procurement Division New Delhi

4.7.1 Bidder from a country which shares a land border with India for purpose of this bid means: -

- a.) An entity incorporated, established or registered in such a country; or
- b.) A subsidiary of an entity incorporated, established or registered in such a country; or
- c.) An entity substantially controlled through entities incorporated, established or registered in such a country;  
or
- d.) An entity whose beneficial owner is situated in such a country; or
- e.) An Indian (or other) agent of such entity; or
- f.) A natural person who is citizen of such country; or
- g.) A consortium or joint venture where any member of the consortium or joint venture falls under any above.

4.7.2 A certificate of compliance of Order (Form C) mentioned at point 2 be provided by the bidder along with eligibility documents and if certificate is found false at any stage of procurement process or afterwards, this would be ground for immediate termination and further legal action in accordance of law.

4.7.3 In respect of tender, registration as mentioned above at point 2 should be valid at time of submission of the bid and at the time of acceptance of bid.

## SECTION 5

### SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall supplement the "Instructions to Bidders" and "General Conditions of Contract" as contained in Sections 2 and 4 respectively.

#### 5.1 Indemnification

- 5.1.1 The contractor shall completely indemnify and keep the University indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the H.P. University.
- 5.1.2 H.P. University shall be vested with the sole discretion to determine damages / losses suffered on account of wrongful act or negligence by the bidder and deduct the same from the dues payable from performance security by way of initiating suitable legal action against the contractor at any point of time.
- 5.1.3 The printed material shall be the property of the CDOE by all means and the printer is at obligation to undertake the responsibility by not disclaiming the information/ material content of the printed books to any of the persons/firms in whatsoever manner.

#### 5.2 Penalties

- 5.2.1 **Liquidated Damages for Delay:** Failure to supply the Self Learning Material as per the Schedule of Requirements, including any subsequent additions or reductions made thereto, within the period shall entitle the Procuring Entity (HPU) to charge liquidated damages at the rate of ½% (half percent) per day on the quantity undelivered within the prescribed time frame covered in the Award of Contract, subject to a maximum of 10% (ten percent) of the total value of supply order for delays.
- 5.2.2 **Purchasing at Supplier's Risk:** If the deliveries are not ensured, forcing the Procuring Entity to procure the materials from alternative sources at the supplier's risk and cost, the loss or damage sustained thereby shall be recoverable from the defaulting supplier. Apart from forfeiture of performance Security for complication of tender's conditions in full or partially.
- 5.2.3 **Penalty for Loss of Manuscript/Master Copy:** For loss of the Manuscript/Master Copy of a booklet by the Printer, a penalty of Rs. 20,000/- (Twenty thousand only) per booklet shall be charged.
- 5.2.4 **Penalty for Misprints and Errors:** In the case of misprints, typographical errors, or any mistakes in the printed material, the following penalties shall apply:
- **Errors:** A penalty of Rs. 1,000/- (one thousand only) per instance of errors viz. Blank pages, damage pages, unreadable pages, misprint, typographical error etc that do not significantly affect the content or usability of the material.
  - **Reprinting Costs:** If reprinting is required due to errors, the costs incurred for reprinting shall be borne by the supplier, and the amount shall be deducted from the payments due.
- 5.2.5 **Penalty for Fewer Pages:** If the delivered material contains fewer pages than specified in the work order, a penalty of Rs. 1,000/- (One thousand only) per missing page shall be charged, in addition to the deduction of the cost of the missing pages from the total payment.
- 5.2.6 **Damages:** In case of damages to the printed materials during delivery, the supplier shall be liable to replace the damaged materials at no additional cost to the Procuring Entity. If the supplier fails to replace the damaged materials within the stipulated time, penalties as per clause 5.2.1 shall apply.

#### 5.2 Force Majeure obligations of the supplier

5.2.1 In the event of "Force Majeure", as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, the printer and supplier shall notify the CDOE of the event of Force Majeure stating inter-alia the anticipated period of Force Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

**Note:** -"Force Majeure" shall mean any event beyond the control of the printer and supplier, which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot, terrorist act etc.

### 5.3 Signing of Contract

5.4.1 The Non-disclosure agreement on stamp paper of Rs. 100.00 between successful bidder and Director, CDOE will be signed before the issue of work order at the own cost of the successful bidder.

### 5.5: Performance Bank Guarantee

1. **Requirement:** The successful bidder shall be required to furnish a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value. This guarantee shall be submitted within 15 days from the date of the issuance of the Letter of Acceptance (LOA).
2. **Form of Guarantee:** The PBG shall be in the form of an unconditional and irrevocable bank guarantee issued by a Nationalized Bank or any scheduled bank, in favour of **Finance Officer, Himachal Pradesh University, Summer Hill, Shimla**. The guarantee shall be valid for a period of 12 months from the date of acceptance of the contract, with a claim period of an additional 6 months.
3. **Purpose:** The PBG shall serve as security for the due performance of the contract and shall cover any failure or default in the execution of the contract by the successful bidder.
4. **Forfeiture:** In the event of any breach of contract, failure to perform the obligations as per the terms of the contract, or failure to deliver the services/materials within the stipulated time frame, the PBG shall be forfeited in part or in full, as determined by Himachal Pradesh University.
5. **Release of Guarantee:** The PBG shall be released after the successful completion of the contract and upon submission of a written request by the contractor, along with a certificate of satisfactory performance from the Director, CDOE, Himachal Pradesh University.
6. **Non-Compliance:** Failure to submit the PBG within the stipulated time shall result in the cancellation of the contract and forfeiture of the Earnest Money Deposit (EMD).

## SECTION 6

### PRICE SCHEDULE (FINANCIAL BID)

#### 6.1 Form

6.1.1 The Price Schedule (Financial Bid) shall be submitted in the form prescribed at BOQ only.

6.1.2 The average rates for all languages shall be quoted in the BOQ (Sanskrit, Hindi, Math)

#### 6.2 Other terms

6.2.1 The charges quoted by the bidder / firm in the price schedule shall be as per item inclusive of GST, other taxes or cess or any other charges as may be levied by the Central / State Government from time-to-time

6.2.2 In addition to the applicable taxes/cess, the rates quoted by the bidder shall be inclusive of all the charges.

6.2.3 No price escalation, other than the revision in applicable taxes as notified by the Central/ State Government from time to time, shall be entertained by the University during the period of contract including the extended period, if any.

6.2.4 If a Firm/Company quotes NIL rates charges, the bid shall be treated as unresponsive and will not be considered.

6.2.5 The bidders shall have to ascertain the exact percentage of GST applicable on each of the items while quoting the rates in the financial bid. In case of discrepancy/difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rules of the GST Act vis-a-vis supporting documents provided by the bidders in respect of the claim for the GST. The decision of the competent authority of university shall be final and binding in this regard.

6.2.6 GST, PAN and Bank Account No. & IFSC is required to be indicated by the firm on all the bills.

## SECTION 7

### FORMS

- Annexure-I : Bid Cover Letter
- Annexure-II : Technical Bid/Compliance Sheet
- Annexure-III: Financial Bid Submission Form (Section 6)
- Annexure-IV : Form for submission of EMD Exemption Under taking.
- Annexure-V : Form for submission of Declaration of Non-Black listing.
- Annexure-VI : Submission of Technical Bid

**BID COVER LETTER**  
**{To be written on the letter head of company}**

[Ref. clause 2.3.8 & 2.5.2(a)]

To

The Director ICDEOL,  
H.P. University, Shimla-171005.

Ref: Invitation for bid vide HPU's Advertisement No.....dated.....for  
Printing and supply of Self Learning Materials (SLM), for ICDEOL, HPU.

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the bidding documents for printing and supply of Self Learning Material at Directorate of ICDEOL, HPU, Shimla-5.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding up on us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security/ PB Gin accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector or Private Sector Organizations have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bidder any other bid that you may receive.
7. We also declare that
  - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
  - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
  - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
  - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

Authorized Signatory)

Full Name and Designation

Company's Seal

**Note:** Authorized person shall attach a copy of authorization for signing on behalf of Bidding Company.

**TECHNICAL BID/COMPLIANCE SHEET**

(Ref. clause 2.5.1)

Sr.No.	Specifications	Compliance	
		Yes	No
1.	Name of the company/Firm		
2.	Address of the Company/Firm along with Telephone/Mobile, e-mail ID, website address etc.		
3.	Name designation and telephone/Mobile number of authorized people to be contacted.		
4.	<p>Details of Tender form fee &amp; EMD: Rs.5000/- (Rupees Five thousand only) a DD &amp; Rs. 2,00,000/- (Rupees Two Lac only) as FDR</p> <p>Dated Bank Exemption of EMD for registering with MSME, NSIC etc. will be considered as per Govt. of India's rules on submission of Documentary proof. The Tender form fee should be prepared in favour of Finance Officer, H.P. University. Original EMD should be prepared in favour of Finance Officer, H.P. University and must be submitted to Director CDOE, before opening of the bid.</p>		
5.	Details of Firm Registration (upload scanned copy)		
6.	Details of GST Certificate (upload scanned copy)		
7.	PAN details (upload scanned copy)		
8.	<u>Average Annual Turnover during the preceding three years 2021-2022, 2022-2023 &amp; 2023-2024 Rs. One</u>		

	<u>crore (Attach scanned copy of the same. Value of printing work of educational materials carried out during the preceding three years (Ref. Clause 2.3.3. (b) –Attached scanned copy of work orders) (upload scanned copy)</u>		
9.	Past Experience (Ref. Clause 2.3.3 (c) (upload scanned copy)		
10.	Has the Company ever been declared in eligible or Black listed by any authority? Note: [An affidavit on non-Judicial stamp paper for R50/-declaring that the firm /Company had never been blacklisted by any authority {Original Affidavit Shall be hand over to the Store Purchase Office before the last of the submission of online tenderly.		
10.	Upload signed and stamp copy of Annexure I Annexure II&Annexure VI (upload scanned copy)		
11.	The bidder shall have to attach papers of 90 GSM (Maplitho) and 190 GSM (Art Paper) of A Grade with Technical bid and anyother relevant information.		
12.	Bidders will not be allowed tooutsource/sub-tendering.Bidders should do printing work in his/her own unit asdeclared in the declaration form.		

### DECLARATION

1. I / We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.
2. That the firm has carefully read and understood the tender document and **agrees with all the termsand conditions of**the tender.

(Authorized Signatory)

Full Name and Designation

Official Seal

Price Schedule

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST in Percentage %	GST Amount in INR	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	14	15	53	54	55
1	<b>(A) New Print with typing and print proofing (rate per text page including rate of title page per copy)</b>								
1.01	100 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.02	200 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.03	300 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.04	400 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.05	500 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.06	600 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.07	700 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.08	800 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.09	900 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
1.10	1000 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2	<b>(B) Subsequent New Print with typing and print proofing (rate per text page including rate of title page per copy)</b>								
2.01	100 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.02	200 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.03	300 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.04	400 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.05	500 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.06	600 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only

2.07	700 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.08	800 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.09	900 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
2.10	1000 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3	<b>(C) Re-print (Material will be provided by the university in the CD-ROM form/e-mail). (rate per text page including rate of tittle page per copy)</b>								
3.01	100 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.02	200 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.03	300 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.04	400 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.05	500 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.06	600 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.07	700 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.08	800 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.09	900 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
3.10	1000 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4	<b>(C) Subsequent Re-print (Material will be provided by the university in the CD-ROM form/e-mail). (rate per text page including rate of tittle page per copy)</b>								
4.01	100 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.02	200 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.03	300 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.04	400 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.05	500 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.06	600 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.07	700 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.08	800 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.09	900 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
4.10	1000 Copies with tittle cover page	1.000	Nos			0.000 0	0.00	0.00	INR Zero Only
<b>Total in Figures</b>							<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>							<b>INR Zero Only</b>		

**FORMAT FOR SUBMISSION OF EMD DECLARATION**

This is to certify that M/S.....(name of the firm) having registered office at.....(address of the firm) request for exemption for submission of EMD against the tender No.....dt.....

We, further declare that, if we withdraw or modify our bid during period of validity / extended period of validity, we are aware that H.P. University will suspend our firm from participation in any tender(s) pertaining to H.P. University for a period of two years from the date of this declaration.

(AuthorizedSignatory) Full Name and Designation

Official Seal

**FORMAT FOR SUBMISSION OF DECLARATION OF NON-BLACKLISTING**

(On Rs. 50/- non-judicial stamp paper duly notarized and uploaded on SPPP and original should be submitted as indicated in the tender)

**DECLARATION OF NON-BLACKLISTING**

We.....(name of the firm) having registered office at.....(address of the firm) do hereby declare that as on the tender publication date (tender No.....dt....., our firm has not been blacklisted by any Govt./PSU/Statutory Bodies at any point of time and should not have any pending complaint.

(Authorized Signatory) Full Name and Designation

Official Seal

**Annexure-VI**

**SUBMISSION OF TECHNICAL BID**

Sr.No.	Specification: The specifications and allied technical details of SLM books, paper, binding and packing required for the printing work shall be as follows:		
		Yes	No
1.	The <b>copy right</b> shall be vested with CDOE, H.P University.		
2.	The Font size is <b>12 point, Times New Roman</b> for running text matter for English and <b>14 for other languages.</b>		
3.	Font size for subheadings is <b>14 points Bold</b> for English and <b>16</b> for other languages.		
4.	Font size for sub-subheadings is <b>12 points Bold</b> for English and <b>14</b> for other languages.		
5.	Font size for main Headings is <b>20 points Bold</b> for English and <b>22</b> for other languages.		
6.	<b>Size of the Book (23"X36"/8)</b>		
7.	<b>Print Area:</b> Set Area 9½" x 7" and Production Quality :Size of book <b>(8"X10½")</b>		
8.	<b>Lead:</b> Auto Lead		
9.	<b>The paper required for the Book: 90 GSM Map Litho Paper.(A Grade Paper)</b>		

10.	<b>Text Printing:</b> Single Color.		
11.	<b>Cover Paper:</b> The cover should be in two color prints on a 190 GSM Art Paper (A Grade paper). The design of cover title and back title shall be as per the specifications given by the CDOE.		
12.	<b>Binding Procedure:</b> Two wire stitch side binding/Perfect binding.		

### DECLARATION

1. I / We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.
2. That the firm has carefully read and understood the tender document and **agrees with all the terms and conditions of the tender.**

(Authorized Signatory)

Full Name and Designation

Official Seal