



बिहार स्वास्थ्य विज्ञान विश्वविद्यालय

BIHAR UNIVERSITY OF HEALTH SCIENCES

मीठापुर, पटना –800001 (बिहार)

Tel-0612-2356912, 2356913, Email-registrarbuhs-bih@gov.in



Tender document

**For the Selection of the Service Provider for the Confidential
Printing Works**

INDEX

S.No.	DESCRIPTION	PAGE NO.
1.	INVITATION FOR TENDER	3
2.	ELIGIBILITY CRITERIA, EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY DEPOSIT DETAILS	4-6
3.	SCOPE OF WORK	7
4.	TECHNICAL FORMAT 1, 2 AND 3	8-10
5.	FINANCIAL BID FORMAT	11
6.	TERMS AND CONDITIONS	12-17
7.	ANNEXURES	18-23

INVITATION FOR TENDER

Confidential Printing Works

The Examination Controller, Bihar University of Health Sciences, invites bids from eligible bidders for Confidential Printing Works.

Interested eligible Bidders may obtain further information from the **University office**.

1. The bidding document can be downloaded from the GeM Website.
2. All bids must be accompanied by an EMD as specified in the bid document and must be delivered to the office address mentioned below by the date and time indicated below.

Bid Value	Rs. 25,00,000/- (Rs. Twenty-five lakhs Only)
EMD	Rs. 125000/- (Rs. One Lakhs Twenty-five Thousand only) through D.D. in favor of The Registrar, Bihar University of Health Sciences, Patna.

I	Date of publication	As per date and Event Mention in GeM Porta
II	Date of downloading of tender document	
III	Pre Bid Meeting	
IV	Last Date of submission of tender (online)	
V	Opening of Technical Bid (online) and Meeting for scrutiny of technical bid and declaring eligible bidders.	
VI	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee.	To be informed after checking the eligibility of Bidders
VII	Place of the Pre Bid Meeting	Bihar University of Health Sciences, 2 nd floor, Examination Block, Aryabhata Knowledge University Campus, Mithapur, Patna, Bihar-800001
VIII	Address for communication	Registrar, Bihar University of Health Sciences, 2 nd floor, Examination Block, Aryabhata Knowledge University Campus, Mithapur, Patna, Bihar- 800001

Tender documents/ Bids may be submitted online on the GEM portal.

**Examination Controller,
Bihar University of Health Sciences, Patna**

Eligibility Criteria:

The Bidder need to fulfill the following minimum eligibility criteria: -

1. The Bidder must have Private Limited Company/Organization. The Printer/Bidding firm/organization should be registered under the **Indian Company Act 1956** and minimum 5 years of existence in India.
2. Bidder should have a **turnover of at least Rs. 100 lakhs** in each of the last three Financial Years respectively.
3. The bidder should have minimum 2 years experience in any Universities / any State Government organization for printing and confidential printing related works.
4. The bidder should have experience of printing bar coded OMR Answer Sheets of more than 1 lakh students in last 2 years (2021-22 to 2022-23). Bidder should have own press.

Note:

Work referred above should be in the name of a firm **as a single entity and not aggregates of joint venture firms/associates or cartels.**

5. Bidder has to attach **audited balance sheets** and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation) Details of annual turnover and the Ratio of profit after tax to Turnover should also be furnished as per format given in this tender (Annexure - III), duly certified by a practicing CA.
6. The Bidder preferably must have **an independent office set up in Patna**, to facilitate contact throughout the entire duration of the contract prior to date of publication of the tender. Bidder must indicate complete details of office facilities available at Patna in the techno- commercial bid (Copy of the rent agreement and shop and establishment license valid as on date of floating of the tender to be shared in the technical bid).

OR

In case the Bidder is not having an office currently in Patna it must give an undertaking to start an office in Patna within **15 days from the date of contract.**

7. The bidder must not have incurred loss in any of the last **three financial years 2020-21, 2021-22 & 2022-23**. Necessary certificate duly certified from the Statutory Auditor to be enclosed.
8. The net worth of the company as on 31st March 2023 should be positive. Necessary certificate duly certified from the Statutory Auditor to be enclosed.
9. Bidder must not have been debarred/ blacklisted currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/Autonomous bodies. An affidavit on **Rs 100/- Non-Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.**
10. **An affidavit duly certified by a notary that there are no ongoing criminal case/vigilance enquiry/labor disputes against the Firm/ Partners/Proprietor/Society /Director of the company and he /she has never been convicted or punished by any Hon'ble court of law.**
11. The bidder should be registered with the following **Government Bodies/Institutions** and should have
 - a. Pan Card Number under the Income Tax Act
 - b. GSTN Registration Certificate
 - c. Registered under Shops & Establishments Act
 - d. ITR for last three financial year. FY 2020-21, 2021-22 & 2022-23
 - e. Valid ISO certification for quality service i.e., ISO 9001:2008 or ISO 9001:2015. Bidder must submit the duly certified valid copy of ISO 9001:2008 or ISO 9001:2015
 - f. GST Return 1 filed for last 12 months from the date of publication of tender
 - g. GSTR-3B (Monthly self-declaration) filed for last 12 months from the date of publication of tender

Earnest Money Deposit

1. The bidder shall be required to submit the **Earnest Money Deposit (EMD)** of Rs. 200000/- (Rupees Two lakhs only) by way of demand drafts only. The demand drafts or Bank Guarantee or FDR shall be drawn in favor of “**The Registrar, Bihar University of Health Sciences, Patna.**” payable at Patna. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. The demand drafts for EMD must deliver to Bihar University of Health Sciences, Patna on or before last date/time of Bid Submission.
2. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
3. No claim shall lie against the BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar in respect of erosion in the value or interest on the amount of EMD.
4. The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
5. The Firm who are registered with National Small Industries Corporation (NSIC) or Small Scale Industries (SSI) or MSME are **exempted to submit the EMD** (Copy of registration must be provide along with technical bid).
6. Tenders without Earnest Money or Tender cost will be summarily rejected unless they are registered with National Small Industries Corporation (NSIC) / Or Small Scale Industries (SSI)/ Or MSME are exempted to submit the EMD.
7. The EMD, in case of unsuccessful Bidders shall be retained by BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar, till the finalization of the tender. No interest will be payable by BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar, on the EMD.
8. EMD should remain valid for a period **of 90 days** beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
9. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

Performance Security Deposit

1. Successful bidder/firm should submit performance security as prescribed in favor of “**The Registrar, BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar**” and to be received in the Administrative Office, before the date of commencement of services or 30 days from the date of acceptance of the purchase/work order, whichever is earlier. The performance security deposit to be furnished in the form of DD/FDR/BG as per given Proforma of the tender documents, for an amount covering 5% of the contract value.
2. The Performance Security should be established in favor of “The Registrar, BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar” through any Schedule Bank with a clause to enforce the same on their local branch at Patna.
3. Extension of time for submission of Performance Security beyond 30 days and upto 60 days before the date of commencement of services or from the date of acceptance of the purchase order, whichever is earlier may be given by the competent authority however a panel interest of 15% per annum shall be charged for the delay beyond 30 days i.e. 31st day. In case of the successful Bidder fails to submit the requisite Performance Security even after 60 days the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.
4. Validity of the performance security shall be for a period of 60 days beyond of entire contract period from the date of issue of work order.
5. The bids shall be valid for a period of 180 days from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.
6. BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar, reserves the right to accept or reject any or all bids without assigning any reasons. BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar, also reserves the right to reject any bid which in his opinion is non- responsive/not- viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected outrightly.
7. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false/incorrect information in the tender, the agreement is liable to be terminated and performance security and other payments due to the bidder shall be forfeited without prejudice to the bidder liable to be blacklisted accordingly.
8. Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price quoted will not include any such amount. If BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the bidder null and void.
9. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures as per relevant Rules.

One Bid per Bidder: -

Each bidder shall submit **only one tender** either by himself or as a partner in firm. If a bidder or if any of the partners in a firm participate in more than one bid, such bid or bids are liable to be rejected.

SCOPE OF WORK

The Scope of Work is divided into the following category:

A. GUIDELINE ON THE FORMAT EXAMINATION ANSWER SHEETS (CONFIDENTIAL PRINTING)

The Exam Answer Scripts should be in A4 size and should contain 32 pages, out of which the first page i.e. OMR sheet should be of 105 GSM. The third and fourth page should be an attached graph sheet having 60 GSM. The remaining 28 pages should be of 70 GSM having 22 lines on each page and carry bar code on each page. Each answer script should carry variable bar code with University (Bihar University of Health Sciences) Emblem in the center and page number at the right corner bottom of the page.

B. PRINTING OF PRACTICAL COPY (CONFIDENTIAL PRINTING)

The confidential printing of practical copy should be in A4 size and should contain 8 pages; papers should be of 60 GSM. The inner pages should be carrying the University Emblem in the centre and page nos. at the center bottom of the page.

TECHNICAL FORMAT 1
(To be furnished on the letterhead of the Bidder)

S. No.		
1.	Name of Organization & Type (Limited/Private Limited)	
2.	Year of establishment	
3.	Particulars of registration with various Govt. Bodies/ Tax Authorities a. Registration no. b. Place of Registration c. Date of Validity	
4.	Address of registered office with telephone no. & E-mail	
5.	Address of office	
6.	Location of Printing Press	
7.	Capacity of Preparation of the BAR Coded OMR Answer Sheets per day by the Printer/ Bidder	
8.	Names of the University/ Government Agencies (Government/Private) to whom the printing of similar items were made recently (enclose copy of the letter of authority and Work order)	
9.	Whether the Printer/ Bidder have been empaneled by RBI / IBA as Security Printer (Evidence to this effect to be furnished)	
10.	Year of establishment of the press in printing business	
11.	Authorized Contact Person with telephone no. & E-mail ID	
12.	Tender fee Rs. ----- Transaction Date: Bank Details	
13.	EMD of Rs. ----- DD No: Transaction Date: Bank Details (in case of exemption, must submit MSME certificate)	
14.	Any other information considered necessary but not included above	

Signature of the Tenderer/Bidder

Full name

TECHNICAL FORMAT 2

TECHNICAL PARTICULARS & ELIGIBILITY COMPLIANCE

S. No.	Pre-Qualifying Criteria	Supporting Compliance Document	Compliance (Yes/No)
1.	The printer/Bidding firm/organization should be registered under the Indian Company Act 1956 and minimum 5 years of existence in India.	Copy of Certificate/ROC/MOA and AOA to submit (Mention here the existing period in India)	Yes/No
2.	Bidder should have a turnover of at least Rs. 100 lakhs in each of the last three Financial Years respectively.	Audited copies of the Financial Statement shall be submitted as proof. (Mention here turnover)	Yes/No
3.	The agency should be certified for compliance with established Information Security Standards such as ISO 9001:2008 or ISO 9001:2015	Duly signed copy of ISO 9001:2008 or ISO 9001:2015	Yes/No
4.	The bidder should have experience of printing BAR CODED Answer Sheets of more than 1 lac students in last 2 years.	Certificate/Letters/MOU/ Relevant documents to be enclosed.	Yes/No
5.	The bidder should have minimum 2 years experience of Confidential printing work delivery at any Universities/ any state Government organization.	Work Order / Performance Satisfactory Certificate to be submitted	Yes/No
6.	Bidder to submit non- blacklisting certificate and Affidavit regarding that there are no ongoing criminal case/vigilance enquiry/labor disputes against the firm / Partners / Proprietor / Society / Director of the Company and he/she has never been convicted or punished by Hon'ble court of law has been submitted.	Certificate/undertaking as supporting documents to be enclosed.	Yes/No

Place:

Signature of Tenderer/Bidder

TECHNICAL FORMAT 3

Evaluation of the Tender:

Evaluation under Quality Cum Cost Based Selection-QCBS shall be carried out by following the criteria given hereunder:

S.No.	Particulars	Max. Marks	Marks Scored	Remarks if any
1	2	3	4	5
1.	<p>Bidder must be a Private Limited Organization. Must submit ROC, PAN, GST, ITR, Balance sheet and Turnover Rs. 1 crore in each of the last 3 financial years respectively.</p> <p>(i) If turnover is upto Rs. 1 crore in each of the last 3 financial years respectively, then 5 marks will be awarded.</p> <p>(ii) If turnover is between Rs. 1-5 crore in each of the last 3 financial years respectively, then 8 marks will be awarded.</p> <p>(iii) If turnover is more than Rs. 5 crore in each of the last 3 financial years respectively, then 10 marks will be awarded.</p>	10		Supporting documents has to be enclosed
2.	<p>The organization should have worked at any universities/ any State Government organization, providing Confidential Printing works for not less than 2 years.</p> <p>(i) If it has worked for more than 1 year and less than 2 years in any universities/any State Government organization, providing Confidential Printing works, then 20 marks will be awarded.</p> <p>(ii) If it has worked for more than 2 years in any universities/any State Government organization, providing Confidential Printing works, then 30 marks will be awarded.</p>	30		Supporting documents has to be enclosed
3.	<p>The Printer/Bidder must have minimum 5 years of existence in India.</p> <p>(i) If it has existence in India upto 5 years, then 5 marks will be awarded.</p> <p>(ii) If it has existence in India more than 5 years, then 20 marks will be awarded.</p>	20		Supporting documents has to be enclosed
4.	Demonstration and samples of the proposed printing works.	40		PPT, Brief document of Implementation plan and Demonstration of samples
Total		100		

Note: A technical proposal should score at least 60 points out of 100 to be considered for financial evaluation. Financial offers of Agencies whose technical proposal score is less than 60 points may not be opened.

FINANCIAL BID

The Format for Financial Bid is attached as Annexure.

S.No.	Description of the Items	Quantity	Rate(INR)	Total
1	2	3	4	5
1.	The Exam Answer Scripts should be in A4 size and should contain 32 pages, out of which the first page i.e. OMR sheet should be of 105 GSM. The third and fourth page should be an attached graph sheet having 60 GSM. The remaining 28 pages should be of 70 GSM having 22 lines on each page and carry bar code on each page. Each answer script should carry variable bar code with University (Bihar University of Health Sciences) Emblem in the centre and page number at the right corner bottom of the page.	25000	Rs..../- Per Booklet	
2.	The confidential printing of practical copy should be in A4 size and should contain 8 pages; papers should be of 60 GSM. The inner pages should be carrying the University Emblem in the centre and page nos. at the center bottom of the page.	25000	Rs..../- Per Booklet	
TOTAL				

NOTE: -

- **In financial Bid, Bidder should have to quote Rate as Sum of all Item mention in S.no. - 1 to 2 of Column 5.**
- **Rates to be quoted inclusive of all applicable taxes.**
- **Quantity mention here is for calculative purpose only.**
- **Billing shall be made on the actual rates quoted per unit.**

Date:

Place:

Signature

Name and Address of the Bidder with Seal

TERMS AND CONDITIONS OF CONTRACT

1. Tenderers are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid.
2. The tenderers should give their quote in Indian currency only, keeping in mind that our institute (i.e. Bihar University of Health Sciences, Patna) is exempted from the payment of customs and excise duty. Only custom & excise duty exemption certificates will be issued.
3. The Bidders shall have to submit their Bids at GeM portal.
4. Bids will be opened on GeM portal as per time schedule mentioned in the tender notice.
5. Project tenure is for 01 year. An extension of 02 years might be permitted subject to performance evaluation. The extension is at the sole discretion of the University.
6. Confidential printing works must be printed at press confidentially with utmost secrecy and delivered smoothly at university.
7. Before submission of bids, bidders must ensure that self-attested scanned copies of all the necessary documents as mentioned in SECTION “**Technical Format**” and SECTION “**Financial Bid**” of this tender document have been submitting with the bid, failing which their bids may be outrightly rejected and will not be considered.
8. It is mandatory for all the bidders to submit all the documents mentioned under the tender document.
9. Bidder is required to submit a scanned copy of EMD as specified in the tender documents and send the original to “THE REGISTRAR, BIHAR UNIVERSITY OF HEALTH SCIENCES”
10. The details of EMD and tender cost specified in the tender documents should be the same as submitted otherwise tender will be rejected.
11. The conditional bids shall not be considered and may be rejected outrightly in very first instance.
12. Financial bids will be opened to only those bidders who qualify in the technical bid criteria through a tendering process.
13. The tenderer should submit a scanned copy of documentary proof of his/her eligibility as mentioned in this tender document.
14. Tender received through tendering shall be opened online at GeM Portal by the committee duly constituted by the authorities of Bihar University of Health Sciences, Patna, as per the schedule given in the Tender Notice in the office of the Examination Controller, Bihar University of Health Sciences, Patna. In the event of the date of opening of the Tender being declared a holiday, the due date of opening of the Tender will be the next working day at the same hours.

15. The Registrar, Bihar University of Health Sciences, Patna reserves the right to accept or reject any or all tenders without assigning any reason.
16. **Non-Disclosure/ Confidentiality Agreement:** The selected vendor would have to enter Non-disclosure Agreement with the Institute for the processes of the Institute which are part of the Examination process.
17. The bidder shall be the single point of contact with Bihar University of Health Sciences, Patna and shall be solely responsible for the execution and delivery of work without subletting or engaging in sub-contracting of the core examination-related activity.
18. The contract shall be on “End to End outsource basis” and the bidder should have all relevant facilities and logistics available to execute the work.
19. If the selected Bidder fails to print the Examination Material within the time stipulated in the Letter of Acceptance and supply order by the undersigned, the undersigned shall be at liberty to purchase the Material, from the other Printers/Firm or get the rest of the contract completed by any other person or firm and the difference of the price, if any, shall be deducted from the security money and in case any amount in excess of the security money is paid by the undersigned, the selected Bidder shall be liable to pay the loss incurred to Bihar University of Health Sciences, Patna.
20. The quantity of Examination Printing Material indicated in the attached statement may be increased or decreased at the discretion of the undersigned without assigning any reason. The University may order Exam material as and when required during the contract period.
21. The rates quoted by the selected Bidder shall hold good up to One Year from the date of opening of tender. No amendment in the rate except increase in the statutory levies if any, during the period of execution of the contract will be accepted.
22. **Amendment of Bidding Documents**
 - At any time prior to the deadline for submission of bids, the Bihar University of Health Sciences, Patna may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
 - In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bihar University of Health Sciences, Patna, at its discretion, may extend the deadline for the submission of bids.
23. **Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bihar University of Health Sciences, Patna, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

24. Period of Validity of Bids

Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by Bihar University of Health Sciences, Patna. A bid valid for a shorter period shall be rejected by Bihar University of Health Sciences, Patna as non-responsive.

25. Payment

Payment for Goods and Services shall be made in Indian Rupees only.

100% Payment for each work would be made on running basis based on the actual work completion of each activity as mentioned in the financial bid.

26. Documents comprising the Bids

Prepared by the Tenderers shall comprise the following components:

- Bid to be furnished as per the format for technical specifications.
- Bid prices should be quoted item-wise as per the format provided and duly signed and completed as per the format.

27. Quoted Rates

The Rates Quoted should be Inclusive of all taxes and charges viz. packing, forwarding, local taxes, railway freight, transit insurance etc. printing and supply at BIHAR UNIVERSITY OF HEALTH SCIENCES, PATNA campus/ Place defined by competent authority. The rates should be quoted for a single unit and also for the total quantity required by the University.

Quoting merely the lowest price does not confer any right to any bidder for award of supply order. The University's Purchase Committee, reserves the right to select the University Material of any bid under the grounds of specification compliance, technologically advanced quality, proven performance track record, brand reputation etc.

Quantity mention in Financial Bid Annexure is for calculative purpose only. Actual may be different and Billing shall be made for given work order on the actual rates quoted per unit.

28. Penalty Clause

The penalty Clauses under: Should the Bidder fail to deliver the Examination Printing Material within the period specified, the University may, at its discretion, allow an extension in time subject to recovery from the bidder as agreed liquidated damages, and not by way of penalty, as unequal to 10 percentage of the value of order which the bidder has failed to supply for period of delay.

In case of failure to supply the Examination Printing Material within the prescribed time and in accordance with the specifications given in the quotations, the University shall be free to cancel the order and make purchases from the next higher tenderer or from the open market as the case may be. In that case, the loss sustained by the University shall be recovered from the defaulting supplier. The University will be at liberty to recover the loss from the payment of Performa security money /or any other pending claims of the printer without prejudice to its general right to effect recovery from the Printer/Bidder.

29. Termination of contract:

If the performance of the vendor is not satisfactory in executing the work, then the same will be informed in writing by Bihar University of Health Sciences, Patna as a warning letter and if in spite of the issue of the warning letter the performance does not prove to the satisfactorily level as per the expectation of Bihar University of Health Sciences, Patna within a fortnight, then second warning letter will be issued. If after the issue of the second warning letter also performance doesn't satisfy Bihar University of Health Sciences, Patna expectations, then Institute reserves the right to terminate the contract prematurely by giving one-month notice in writing without assigning

any further reason whatsoever. After the contract comes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained. The decision of the competent authority of Bihar University of Health Sciences, Patna regarding determining the performance will be final.

30. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Institute as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics/pandemic; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work area Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Institute shall not be liable for delay in performing his/her obligations resulting from any Force Majeure causes as referred to and/or defined above.

31. All legal disputes will be subject to Patna Jurisdiction and will be interpreted under Indian Laws.
32. The Bihar University of Health Sciences, Patna reserves to itself the right to reject any or all tenders without assigning any reasons.
33. The firm that has been blacklisted by the Center/State Govt/UT/Boards/Corporations/any government authority/Bihar University of Health Sciences, Patna is not eligible for the Tender.
34. All the rates will be for, Bihar University of Health Sciences, Patna.
35. The bidders shall not be allowed to change, alter or modify the bids after the expiry of the deadlines for the receipts of bids.
36. BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar, reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender i.e. with respect to all the terms and conditions mentioned in the tender or in respect of any one or more than one terms and conditions specified in the tender as may be decided. Also, any of the terms & conditions for technical qualification is liable to be relaxed by the undersigned in the interest of the university, if felt necessary. Accordingly, the undersigned reserves the right to reject any or all tenders without assigning any reasons thereof, either in full or in part.
37. The institute has been exempted from customs and central excise duty.
38. A technical compliance chart of the quoted product mentioning the technical specifications of quoted product versus asked specifications is compulsory. Attach the compliance chart with the technical bid.
39. The bidder should participate as a single entity; no consortium or group companies will be allowed.
40. Bidder need to provide development work, service and support as per mentioned in the scope in this tender.
41. Bidder need to maintain the secrecy of the work.

42. The bidder should have all relevant facilities and logistics available to execute the work. Appropriate technology, hardware and software, dedicated connectivity, trained remote proctoring staff and adequate security measures with due diligence should be available.
43. The agency should have an in-house quality assurance and product testing team with proven and robust quality management processes.
44. The printing facilities of the firm may be subjected to physical inspection by the team of this office, if required. The firm owning web printing machines will be treated advantageous for speedy completion of works.
45. The firms/agencies are also required to carry adequate financial status with an annual turnover of Rs. 100 Lakhs or more in the last financial year and a solvency status of Rs. 5 Lakh from their bankers.
46. The bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No underletting or subletting to any person or body corporate for the execution of the contract or any part thereof is permitted under any circumstances.
47. Since the work is of confidential nature related to the printing, they will be sealed properly as per the list provided. High security & confidentiality ought to be observed for this work. In case of any leakages on any contents under printing, the whole lot of the paper will be rejected at the cost of the printer and the printer will be required to print afresh on a single cost. Due to confidentiality aspects required for the said works, the undersigned reserves all the rights for placing the orders for printing to any supplier at the lowest rates quoted by any other bidder, if deemed fit, in the interest of the university.
48. **Format and signing of bid: -**
 1. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
 2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
 3. The bid shall contain no alterations, omission or additions except those to comply with instructions issued by the department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.
49. All provision pertaining to “The Bihar Finance (Amendment) Rules, 2005” shall be applicable for this Tender.

50. Disqualification

The Selection Committee may disqualify bids on account of, but not limited to, the following reasons:

- If received after the last date and time.
- University reserves the right to accept or reject all or any of the tenders without assigning any reason.
- Buyer reserves the right to select certain items (in single or multiple units) and reject the other mentioned in the tender document without assigning any reasons whatsoever. Buyer also reserves the right to revise or modify or cancel the specifications of the items.
- Acceptance of the bid shall be communicated through email/speed/GeM portal post to the successful bidders. The decision of the Selection Committee in the matter of disqualification shall be final and no further correspondence shall be entertained from the disqualified bidders.
- Not meeting the qualifying criteria i.e. carrying required financial/solvency status. With the appropriate authorities for carrying out the described works, furnishing the declaration regarding blacklisting on stamp paper etc.
- Tender not enclosed with the required DD (if applicable).
- Unsigned tender document/terms & conditions/pricing bid document.
- The specification of the paper attached with the tender document not found of the quality asked for.
- The tenderer not agreeing to any of the terms & conditions so listed. The bidder should not impose any counter condition and in such case tender shall be summarily rejected.

51. Jurisdiction of Court:

The courts at Patna shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.

All the terms and Conditions of this tender document are acceptable to me /us.

Signature of Bidder

Form –A
Declaration by the Bidder:

- 1.I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar and/or prosecuted as per laws.
- 2.I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract & rules and I/we agree to abide them.
- 3.I/We have neither currently nor on any previous occasion have not been blacklisted/ debarred and no legal cases are pending.
- 4.I/We have not been prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place:-

Date:-

Address :

(Signature of Bidder with seal)

Name :

Seal :

**AFFIDAVIT REGARDING CLEAN TRACK OF BIDDER
(ON A STAMP PAPER OF RS. 1000/-)**

Registrar,
Bihar University of Health Sciences,
Mithapur, Patna, Bihar- 800001

Dear Sir

RE: Tender Enquiry Number..... Services at Bihar University of Health Sciences, Patna, Bihar dated
For Providing

I / We have carefully gone through the Terms and Conditions contained in the above Referred Tender Document. I/We hereby declare that my Company/Firm is neither currently nor on any previous occasion has not been blacklisted/ debarred and no legal cases are pending before any of the Central/State Departments /Institutions /Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Autonomous bodies.

In addition to this, I also declare that there are no Vigilance/CBI/FEMA cases either currently or in any previous occasion against the company/firm. I/We certify that I am the competent officer in my company/firm to make this declaration.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Place: -
Date: -
Address:

(Signature of Bidder with seal)
Name :
Seal:

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

ANNUAL TURNOVER STATEMENT

(On the letter head of Statutory Auditor)

I/We have examined the book of accounts and other relevant records of

(Name of the Bidding Firm), having its registered office at

(full address of bidding firm) and do hereby certify that Annual gross turnover of the bidding firm and its Profit after Tax to turnover ratio for the last three Financial years as per the audited books of accounts is as under:-

S.no.	Financial Year	Turnover in INR	Profit After Tax in INR	Ratio of Profit after Tax to Turnover
1	2020-21			
2	2021-22			
3	2022-23			

Average Annual Gross Turnover of the firm for the last three financial years is

Rs.....

and the average of the Ratio of Profit after Tax to the Gross Turnover for the last three financial years is

Rs.....

Signature of CA (with Stamp of Firm)**Name****Registration Number****UDIN Number****Date****Place**

NOTARISED AFFIDAVIT

(On Rs. 1000/- Non-Judicial Stamp Paper)

TENDER NO. :-

I, undersigned (Name) (Designation) duly authorized representative of (Name of Proprietorship/Firm/Company/Agency) hereby undertake affirm confirm and declare that-

- 1.Undersigned is fully competent and authorized from Proprietorship/Firm/Company/Agency to make this affidavit to bind such Proprietorship/Firm/Company/Agency.
- 2.All details / Information/documents furnished by the Proprietorship/Firm Agency in the bid document is true and correct.
- 3.Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of the Tender.
- 4.Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
- 5.Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in the Tender document and without prejudice to any of the rights and remedies of BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar. BIHAR UNIVERSITY OF HEALTH SCIENCES, Patna, Bihar shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reason.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall be make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all Civil/Criminal obligations including complaint to police and other authorities.

Deponent Signature..... Name.....

Designation.....

Aadhar No.

E-mail id.....

Mobile No. Landline No. Fax No.

Address

(Copy of Authorization Letter from Proprietorship/Firm/Company/Agency enclosed)

CHECK-LIST FOR PRE-QUALIFICATION BID

S. No.	Documents asked for	YES/NO
1.	Whether Earnest money Rs. ----/- (-----Lakhs only) submitted or MSME certificate seeking exemption submitted.	
2.	Whether Application on letter head (as per format prescribed in Schedule-A) submitted.	
3.	Whether Power of Attorney / Board Resolution in favor of signatory of the Tender on behalf of bidder has been submitted.	
4.	Authorized person of the firm/agency, with name, designation address and office telephone numbers. If the bidder is a proprietary firm/partnership firm/private or limited company, name designation, address and office telephone numbers of partners/Directors also (Copy of partnership deed/ Registration Certificate/MOU/MOA as applicable to be submitted).	
5.	Whether the bidder has valid Registration number of the firm/ agency, if yes whether copy of the same has been submitted.	
6.	Whether the Bidder has submitted proof of experience.	
7.	Whether the bidder has an annual average turnover of not less than 1 Crore (Rupees One Crores) during the last 3 financial years in Printing Services. If yes, whether certificate duly certified by the Chartered Accountant submitted.	
8.	Whether the bidder has not incurred any loss during the last 3 financial year and whether certificate duly certified by the Chartered Accountant submitted.	
9.	Whether Certificate regarding Net Worth of the Bidder during the last 3 financial year duly certified by the Chartered Accountant submitted.	
10.	Whether the bidder has PAN card issued by the Income Tax Department and whether copy of the same has been submitted.	
11.	Whether copies of Income-Tax Return of the last 3 financial years submitted.	
12.	Whether the bidder has submitted certificate regarding the Printer/Bidding firm/organization registration under the Indian Company Act 1956 and minimum 5 years of existence in India.	
13.	Whether the bidder has got valid Goods & Service Tax Registration number and whether copy of the same has been submitted.	
14.	Whether the copy of ISO 9001:2008 or ISO 9001:2015 has been submitted.	
15.	Whether Affidavit regarding that there are no ongoing criminal case/vigilance enquiry/labor disputes against the firm/Partners/Proprietor/Society/Director of the Company and he/she has never been convicted or punished by Hon'ble court of law has been submitted.	
16.	Whether Affidavit regarding the bidder has not been debarred and or Blacklisted currently or on any previous occasion by any of the Central/State Government department/ Institutions/ Local Bodies/ Municipalities/ PSU/Public Sector Banks/Public Limited Company/Government Medical College/Government Hospitals/Autonomous bodies.	
17.	Whether the bidder has submitted a declaration that no agent, middleman or any intermediary has been or will be engaged to provide any services and no agency commission or any payment which may be construed as an agency commission has been or will be paid.	

Signature of the Tenderer (Name and Address of the Tenderer)

Form B

**PARTICULARS FOR REFUND OF EMD TO
SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

- 1 Name of the Bidder
- 2 Permanent Account No.(PAN)
- 3 Particulars of Bank Account
 - a. Account Number
 - b. Name of the Bank
 - c. Name of the Branch
 - d. Branch Code
 - e. IFSC Code
 - f. Type of Account
 - g. Address
 - h. Telephone No.
 - i. Email id of the Bidder
 - j. Complete Postal Address of the bidder

(Enclosed cancel cheque)

Signature of the Tenderer (Name and
Address of the Tenderer)