

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION (YASHADA) RAJBHAWAN COMPLEX, BANER ROAD, PUNE 411007 फोन नं. (020) 25608159/196/ फॅक्स नं. (020) 25608100

E-TENDER PAPERS

PHOTOCOPY & DIGITAL PRINTING SERVICES FOR THE YEAR 2018-2020

1. Estimated Tender Cost	Rs. 24,00,000/-
2. Security Deposit	03% of Accepted Tender Cost
3. Earnest Money Deposit (Refundable)	Rs. 55,000/-
4. Cost of Tender Form (Non Refundable)	Rs. 3,300/-
5. Date of Upload e-Tender Form	19.12.2017
6. Period of the e-Tender	19.12.2017 to 28.12.2017
7. Pre-bid Meeting	22.12.2017 at 03.00 p.m.
8. Last Date of Submission of e-Tender	28.12.2017 upto 03:00 p.m.
Date & Time of Opening of Technical Bid of e-Tender	30.12.2017 at 03.00 p.m.

Brief Summary of Inquiry

Offer should be submitted in 2 envelope system :

- a) Technical Bid Envelop No 1
- b) Price Bid Envelop No 2 (Price Bid) (as Annexure II)

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A) INSTRUCTIONS TO BIDDERS

- 1.1 Yashavantrao Chavan Academy Of Development Administration (YASHADA), Pune, invites bids from 'the GST registered & reputed bidders those who are complying with all the terms conditions prescribed in tender document, for PHOTOCOPY AND DIGITAL PRINTING SERVICES FOR THE YEAR 2018-2020.
- 1.2 The tender document is available on https://mahatenders.gov.in and view access only will be available on the website of YASHADA i.e. www.yashada.org.
- 1.3 Last date of receipt of e-tenders will be 28.12.2017 up to 03.00 PM The e-tenders received thereafter will not be considered. The tenders received within specified time shall be opened on the 30.12.2017 at 03.00 PM.
- 1.4 If any technical difficulties arise while filling up e-tender, please contact on toll free No. 1800 3070 2232 at NIC.
- 1.5 The Tenders received by post /courier/by hand will not be accepted

1.6 Pre-bid meeting:-

The pre-bid meeting will be held on 22.12.2017 At 03.00 p.m.at YASHADA, Rajbhavan Complex, Baner Road, Pune. Interested bidders shall attend this meeting. Queries raised by bidders will be clarified in the meeting and minutes of pre-bid meeting will uploaded on www.mahatenders.gov.in & YASHADA's website i.e www.yashada.org and will form as part of this tender. No queries thereafter would be entertained.

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1.7 <u>Technical Bid - Envelope No. 1</u>

The Technical Bid should be complete in all respects and contain all information asked for except prices. It should not contain any price information. The tender will be rejected if any price is mentioned in the Technical Bid. The technical Bid should indicate whether all services asked for are quoted, and that all requirements therefore are quoted. The Technical Offer must be submitted in an organized and neat manner.

- O2 The online envelope clearly marked as "Technical Bid Envelope No. 1". Shall contain the scanned copies of originals of the following documents:-
- 1. Proof regarding submission of Bid fee and EMD online i.e. challan copy needs to be uploaded.
- 2. Latest License under Shop and Establishment Acts/Small Scale /Micro small Scale Industries (SSI unit) registration/company registration.
- 3. Copy of Goods & Service Tax (GST) registration Certificate.
- 4. Pan card of the company / firm / bidder.
- 5. In case of partnership firm attach Partnership Deed with name and address of the partners. In case of company, attach Company Registration Certification.
- 6. At least three years Experience Certificate of Photocopy & Digital Printing Services from any reputed Govt/ Semi Govt/Private Sector/ Organisation
- 7. Self-declaration regarding firm/agency is not blacklisted by any organization and also self-certification regarding no case is pending/registered for any forgery/or criminal matter. As per ANNEXURE I (B)
- 8. Turn Over Certificate from C.A. (Chartered Accountant) for the last three financial years (2014-15, 2015-16, 2016-2017) Showing minimum turn over not less than rupees Ten lacs per year. (balance sheet & Income tax returns will be not considered).
- 9. Personal and Bank details of the bidders for the purpose of RTGS (as per Annexure I(A)
- 10. List of clients
- 11. Self- Declaration as per ANNEXURE I (C) regarding acceptance of Terms & Conditions of the Tender.

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1.8 Tenders, which do not fulfill all or any of the above conditions or incomplete in Respect of technical documents are liable to be rejected.

1.9 PRICE BID - ENVELOPE-2:

The tenderer should quote his offer through envelope 2 (Annexure II). (Online Commercial Envelope- 2). He should not quote his offer anywhere directly or indirectly. Conditional bid will not be accepted.

1.10 Criteria for L₁ - (Lowest Rate)

The agency shall be awarded contract on the basis of lowest rates of A-4 Back to Back Photocopy rates. Such L1 bidder have to match his rates to the L1 rates of other bidders for other items.

1.11 TENDER FORM FEES

Tender Fees of Rs.3300/- (Rupees Three Thousand Three Hundred only) along with the tender should be paid online through respective portal in the software to in favor of Director General Yashada Pune.

1.12 EARNEST MONEY:

Earnest money of Rs. 55,000/- (in words Rupees Fifty Five Thousand only) along with the tender should be paid online through respective portal in the software to in favor of Director General Yashada Pune.

1.13 Exemption of Bid Fees & EMD:

The Bidders those, have registered under Small-scale & Micro Small-scale Industries are eligible for the exemption from Bid fee & Earnest money Deposit (EMD) & Security deposit as per Govt. of Maharashtra, Industries Dept. GR \overline{g} \overline{g}

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ANNEXURE- I

TERMS AND CONDITIONS OF PHOTOCOPY & DIGITAL PRINTING SERVICES AT YASHADA CAMPUS AT RAJ BHAVAN COMPLEX, BANER ROAD, PUNE - 411 007 ON CONTRACTUAL BASIS:

GENERAL TERMS & CONDITIONS:

- O1 The period of this contract shall be for Two year, however this shall be finalized only if the services of agency are found satisfactory during trial period of Three month.
- O2 Approximate work of 15 lakh copies annually is estimated, However the quantity may vary as per requirement and such actual work will be binding as the successful bidder.
- O3 Installation of Printing Management Software, is the responsibility of the Agencies. YASHADA will provide Network connection only.
- O4 Suitable UPS required for the Management of Printing Software & Machines may be installed by Agency on its own cost.
- O5 Canon/ or any other similar /Photocopy heavy duty machines should be installed at YASHADA premises these machines should not be more than one year old.
- Of Agency shall provide Minimum three PHOTOCOPY machines which are Heavy-Duty more or minimum 60 / 80 copies per minute of CANON or any other similar make (original) and Six (6) Digital Printers, having speed of more or minimum 60 / 80 copies per minute with optimum number of Photocopy operators & optimum number of digital printer operators in the premises of YASHADA. Vendor will have option to install one resographer in lieu of one Photocopy machine. On demand, if required the agency should install more Photocopy / digital printing machines.
- O7 Agency shall use 75 gsm Ballarpur Bilt Copy Power paper only.
- Agency shall provide the software for queuing the print jobs on the Network to the Digital Printers, so that number of print jobs from every PC in the network can be tracked and after getting actual print job list, the monthly bill will be processed.

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- O9 Everything including spare parts /operator /machine /maintenance / Toner /Paper etc will be provided by the Agency as its own cost.
- As per YASHADA Sample, PHOTOCOPY SLIP BOOKS will be provided by the Agency to each departments in yashada and as per their demands and the bill of each department shall be generated separately.
- All these slips will be verified by the Department Head. Payment shall be made at the end of each month after furnishing bills in duplicate with duly certified by each head of the Department of YADHADA.
- Agency shall have to complete the given job in the premises of YASHADA itself. Agency will not be permitted to take the job outside the campus without prior permission of the Registrar. Similarly agency also cannot bring outside job for carrying out agencies commercial work in YASHADA premises.
- Agency shall provide photocopying job as and when required as per requirements however in case agencies services are required beyond working hours or on holiday, in such case agency will have to provide Photocopy / Digital Printing Services by advance intimation.
- 14 YASHADA shall provide only premises and electricity however, stabilizer, electronic gadgets, extension board, cable required if any should be arranged and maintained by agency on its own cost.
- A fine of Rs. 500/- per occasion will be levied on the Agency for poor quality of paper and photocopy.
- Agency shall maintain a separate register on daily basis and opening and closing meter reading should be recorded by the agency and the same has to be submitted to Administration Department or YASHADA official as per orders of the Director General from time to time.
- 17 The Agency should return all supplied material and equipments to the Academy on termination or expiry of the contract for any reason whatsoever.

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- The Agency shall be responsible for taking care, any damage, loss of all equipment furniture, fixtures and fittings in YASHADA. In the event if the Agency is provided with any material or equipment belonging to the Academy, the Agency undertakes to return the same in good condition, failing which the Agency shall be responsible for payment of the cost of the same to the Academy.
- None of the employees of the Agency deployed at the Academy shall have no right to various facilities offered by YASHADA to its own staff and participants of the training programs. They can however make use of Cafeteria/Mess facilities on payment basis. Residential facility will not be provided at YASHADA.
- All persons deployed by the Agency shall at all times be medically fit and they should be paid as per minimum wages act & all other statutory provisions.
- 21 Goods & Service Tax as or any other tax applicable will have to be borne by the Agency.
- The employees deployed by the Agency at the Academy shall be its own employees under their exclusive management, supervision and control and the Academy shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary wages for holidays or any compensation notice pay etc. Agency will be wholly responsible for such compliances
- 23 Agency shall make own arrangements for custody, safety of machine/s, YASHADA in no way shall be responsible for any damage, due to voltage fluctuation, or otherwise loss/theft of agencies machine/s
- On demand from any officer from YASHADA Jumbo size Photocopy, Colour Photocopy can be done outside of YASHADA premises but should be delivered by agency to concerned officer at YASHADA.
- In case there is a change in GST (Goods Service Tax) rates, it will be applicable to both the successful bidder & YASHADA and Payment will be made accordingly.

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- All the columns (rates for all items) in the ANNEXURE- II (RATES OF PHOTOCOPY & DEGITAL PRINTING) in the tender form should be filled in figures in Indian rupee. If found incomplete such Tender's will be liable to be rejected.
- The bids incorporating additional conditions imposed by bidders are liable to be rejected.
- Earnest money of unsuccessful bidders shall be refunded after AOC (Award of Contract).
- 29 The successful bidder has to execute work as per approved rates during the entair contract period and extension thereof.
- The offer shall be valid at least 120 days from the date of opening of bid.
- 31 YASHADA reserves right to reject any or all tenders at any stage without giving any reasons.
- 1. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
 - 2. The bidder will be bound by the details furnished by him / her to the YASHADA while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
 - 3. Bidders are hereby cautioned that tenders containing any material deviation or reservations shall be considered as non-responsive and liable to be rejected.
 - 4. It must be understood and agreed that all factors have properly been investigated and considered while submitting the Bid. Lack of understanding of local conditions and terms & conditions outlined above and specified elsewhere in the specification, will not be entertained as a reason for any adjustment of price / or for extension of time of completion of the Works under this Contract.

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- 5. The agency shall replace within one day any of its machine is found faulty to the YASHADA.
- 6. The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and shall ensure proper conduct in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
- 7. The Agency shall provide Photo Identity Cards to the Regional working. These identity cards must be constantly displayed while on work.
- 8. The Agency shall maintain a computerised daily register including the number of Photocopy printouts by department in YASHADA office as per scope of the contract. Also Agency shall maintain a complaint book, which should be made available as and when required.
- 9. The Agency shall be responsible for all injuries and accidents to manpower of its personal working in academy.
- 10. The agency shall be held responsible for any loss/damage to the equipment and instruments of the YASHADA agency recovery of such loss/damage will be recovered from the Agency.

33 Legal Compliances

- The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the YASHADA.
- The Agreement shall be terminated in the event of non-performance, deviation any of the terms and conditions of contract, the same shall be recovered from the unpaid bills or adjustment from the Security Deposited by the concerned Agency with YASHADA.
- 3 Each Bidder unconditionally agrees, understands and accepts that the YASHADA reserves the right to accept or reject any or all Bids without giving any reason.

- 4. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), of Rs. 55,000/- (Rupees Fifty Five Thousand only) in the form of online payment challan failing which the tender shall be rejected out rightly. Scanned copy to be uploaded in technical bid.
- 5. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days of opening of the tender.
- 6. The successful bidder will be required to execute an agreement with YASHADA on stamp paper as per परिपत्रक क्र.जा.क्र.लेखाशाखा/मु.मु.अ.१५८/२०११-१२, दिनांक ०३/०८/२०११ within the period specified in the award letter. The cost of the stamp duty will be borned by the successful bidder. If the successful bidder fails to execute agreement as specified, the EMD deposited by such Agency shall stand forfeited without giving any further notice.
 - a) Within 15 (fifteen) days after receipt of the Letter of Acceptance, the successful Agency shall deposit Security Deposit @ 3% of work cost in the form of Demand draft OR Bank guarantee issued by a nationalized bank. The security deposit shall be refunded only after satisfactory execution and completion of the contract.
 - b) No interest will be paid on security deposit amount.
 - c) On request of the successful Bidder, the Earnest Money Deposit (EMD) can be adjusted in the Security Deposit
 - 7. In case of breach of any terms and conditions of this agreement, the Security Deposit of the Agency shall be liable to be forfeited besides termination of the Agreement.
 - 8. The Director General, YASHADA reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

34 Terms of payment

The bill of each department shall be generated separately departmentwise & should be submitted to each department for payments. Such bills will be processed by Head of Department of YASHADA and presented to the Accounts Department. The Payment will be made by means of NEFT/RTGS.

35 Dispute:

Any dispute arising out of the terms of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the Academy and the authorized representative of the Agency. The Director General of YADHADA will be the final authority in resolving such disputes.

1 Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the Successful Bidder in connection with or arising out of the contract or subject matter thereof, whether during the progress of contract or after its completion shall be settled as under:

2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Bidder to the YASHADA in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

36 Arbitration

- It is a term of this contract that Arbitration to resolve disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- If the Bidder is not satisfied with the mutual settlement on any matter in question, disputes or differences, the Bidder may refer to the Director General in writing to settle such disputes or differences through Arbitration,

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provided that the demand for Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the YASHADA shall be referred to Arbitrator and other matters shall not be included in the reference.

- The Director General, YASHADA may at his/her option may appoint another person as an Arbitrator. In case, Director General, YASHADA decides to appoint an Arbitrator, then a panel of at least three names will be sent to the Bidder. Such persons may be working / retired senior officers of the Government of Maharashtra who had not been connected with the work. The Bidder shall suggest minimum two names out of this panel for appointment of Arbitrator. Director General, YASHADA will appoint any one as an Arbitrator out of the names agreed by the Bidder.
- 4 The arbitration proceedings shall be held at a place decided by the Arbitrator.
- The fees and other charges of the Arbitrator shall be as per the scales fixed by the YASHADA and shall be shared equally between the YASHADA and the Bidder.

37 Settlement through Court

It is a term of this contract that the Bidder shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through Arbitration.

38 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be PUNE only.

39 Award of Contract:

The successful bidder will have to enter into an agreement with YASHADA within 15 days after award of contract. This agreement will have to be made as per Government procedure. If agreement is not executed within 15 days bid is liable to be cancelled.

(Head Procurement)

(Registrar)

40 Security Deposit:

The successful bidder should furnish a Security Deposit of Rs. 3% of work cost. This amount is to be paid only by Demand Draft drawn in favor of 'THE DIRECTOR GENERAL YASHADA, PUNE' or by bank guarantee of Nationalize bank. No interest will be paid on security deposit amount. The security deposit in either case shall remain with the Academy for the entire period of the contract and one month beyond.

41 <u>TERMINATION OF AGREEMENT</u>:

- (I) During the period of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the Agency by giving 30 days notice in writing.
- (II) In case the Agency desires to terminate the contract during the period of the agreement, the Agency will required to give three months prior notice to the Academy
- (III) The Agency expressly agrees and accepts that on termination of this contract for any reason what so ever, the Agency shall vacate the premises of the Academy along with its employees and material and hand over possession of the property to the Academy. In case of failure the Agency or its employees to do so, the Academy shall have a right to get the premises vacated and adopt such course as may be deemed necessary.
- (IV) In case of failure of the agency to provide satisfactory service, YASHADA reserves the right to get the Photocopy & Digital Printing work done from any other agency at the risk & cost of the agnecy, & any additional expenditure towards work done from any other agency shall stand recoverable from the contracted agency & YASHADA have rights to black list the agency.

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Statement of work done during year 2015-2017 (from 18th Dec 2015 to 31st Oct 2017)

Sr No	Description	No of Copies			
		Single	Back to back		
01	Photocopy A4	456455	1513321		
02	Photocopy Foolscap	3791	900		
03	Photocopy A3	940	340		
04	Photocopy on Colour Paper A4	28952	2735		
05	Photocopy on Colour Paper A3	10	58		
06	Colour Photocopy A4 size	2308	1561		
07	Jumbo Photocopy A1	20	-		
08	Jumbo Photocopy A2	_	-		
09	Jumbo Photocopy A0	_	-		
10	Jumbo Photocopy A0 1	-	-		
11	Digital Printing A4	408328	484436		
12	Bulk Scanning Per Page A4	79	1030		
13	Bulk Scanning Per Page A3	45	-		

ANNEXURE- I (A)

Personal & Bank Details for RTGS

All columns are mandatory

Sr .No.	Personal Detail	
1.	NAME OF THE COMPITANT PERSON & AGENCY	
2.	ADDRESS OF THE AGENCY	
3.	CONTACT DETAILS	1) LANDLINE NO. 2) MOBAIL NO. 3) e-mail ID
5.	PAN NO.	
6.	GST NO. –	
Bank Detai	ls –	
1.	NAME OF THE AGENCY FOR RTGS	
2.	NAME OF THE BANK	
3.	CITY OF THE BANK	
4.	ACCOUNT NO	
5.	ACCOUNT TYPE	
6.	BRANCH CODE	
7.	ADDRESS OF THE BRANCH	
8.	IFSC CODE	
9.	MICR NO.	

		(Signature of the agency)	re of the agency)		
(Head Procurement)	(Registrar)	(Financial Advisor)			

ANNEXURE - I (B)

Self-Declaration regarding not being blacklisted

(Printed on letterhead, scanned and to be uploaded)

We declare that we are not black-listed by any Central / State Government/
Public Sector Undertaking or any other organization for providing Photocopy & Digital
Printing services in India.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

Yours faithfully,

(Signature of Authorized Person)

Place: _____ Name _____

Date : _____ Business Address: _____

Seal _____

(Registrar)

(Financial Advisor)

ANNEXURE - I (C)

SELF DECLARATIONS

(Printed on letterhead, scanned and to be uploaded in technical Envelope)

6.1.	Declaration as regards acceptance of	f terms and conditions of contract
1.	Proprietor / Company/Firm/Agency mentioned above	on / Daughter / Wife of Shri /Director /authorized signatory of the ve, is competent to sign this declaration
2.	•	all the terms and conditions of the tender
3.	authentic to the best of my knowledge of the fact that furnishing of any fa	d along with the tender are true and e and belief. I / we, am / are well aware false information / fabricated document at any stage besides liabilities towards
Date:	::	
Place	e: ((Signature of authorized person)
	F	Full Name:
		Designation
	В	Business Address:
	_	
	-	
	S	Seal

(Registrar)

(Financial Advisor)

ANNEXURE- II

PRICE BID - ENVELOPE-2

RATES OF PHOTOCOPY & DIGITAL PRINTING

Sr	Description	Rate per copy							
No	·	Single Copy			Back to back Copy				
		Rate	GST	Total	In Words	Rate	GST	Total	In Words
		Rs.		Rs		Rs.		Rs	
01	Photocopy A4								
02	Photocopy Foolscap								
03	Photocopy A3								
04	Photocopy on Colour Paper A4								
05	Photocopy on Colour Paper A3								
06	Colour Photocopy A4 size								
07	Jumbo Photocopy A1								
08	Jumbo Photocopy A2								
09	Jumbo Photocopy AO								
10	Jumbo Photocopy AO 1/2								
11	Digital Printing A4								
12	Bulk Scanning Per Page A4								
13	Bulk Scanning Per Page A3								

Photocopy AO | Photocopy AO | 1/2 | Printing A4 | Printing A4 | Printing A4 | Printing Per Page A4 | Printing Per Page A3 | Printing Per Page A4 | Printing Per