



COMPETITIVE BIDDING
FOR
SUPPLY OF THEORY & PRACTICAL ANSWER BOOKS

TENDER NOTICE NO.: 25339/tender/2015, Date: 17.11.2015

SECTIONS

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SECTION - I. INVITATION FOR BIDS

Important Dates and References

1	Date of Tender Document availability in website: www.uktenders.gov.in	19 th November, 2015
2	Date and time for submission of hard copy of Technical bid and Financial Bid at Finance Controller, UTU Office, Dehradun	09 th December, 2015 upto 1:00 PM
3	Last date and time for filling tender document online at www.uktenders.gov.in	09 th December, 2015 upto 1:00 PM
4	Date and time of technical bid opening at Finance Controller, UTU Office, Dehradun	10 th December, 2015 at 2:00 PM
5	Date and time of financial bid opening at Finance Controller, UTU Office, Dehradun	10 th December, 2015 at 4:00 PM

1. **Uttarakhand Technical University, Dehradun** invites sealed bids from eligible bidders for supply of Theory and Practical answer books.
2. Interested eligible Bidders may obtain and inspect the bidding documents & Sample of Answer Book in the office of **Uttarakhand Technical University, Dehradun** during office hours namely, from 10:00 hrs to 05:00 hrs, on all working days.
3. A complete set of bidding document may be downloaded by any interested eligible bidder from www.uktenders.gov.in. A demand draft of Rs5000/- (Five Thousand Only) in favour of Finance Controller, Uttarakhand Technical University, Dehradun payable at Dehradun, as cost of the tender document should have to be mandatorily enclosed along with the technical bid which has to be submitted by the bidder at the University on 09th December, 2015.

A scanned copy of the demand draft should be enclosed along with the technical bid to be uploaded on www.uktenders.gov.in. The technical bid is mandatorily to be uploaded on the www.uktenders.gov.in. latest by 09th December, 2015 upto 1:00 PM
4. Bids will be opened in the presence of Bidders representatives who choose to attend on the specified date and time.
5. In the event of the date specified for bid opening being declared as a closed holiday for U.T.U. office, the opening of bids will be the following working day at the appointed time.
6. The sample of Printed Theory and Practical Answer book and other material to be supplied to UTU can be seen at UTU as indicated above at Serial No.-2. Xerox copy of the sample may be taken by the bidder. However the quality of the work executed will be strictly as per the University specification and the sample kept in this office for record.

7. Completely filled tender form with other requisite documents shall be submitted at **University Office** by the concerned firm till 09th December, 2015 upto 1:00 PM and the same to be mandatorily be uploaded on www.uktenders.gov.in latest by 09th December, 2015 upto 1:00 PM.
8. Filled tenders not uploaded on website www.uktenders.gov.in and submitted in the University office as indicated in Point-7 above shall be summarily rejected.
9. The approximate numbers of Theory answer books is Three Lakh Only and Practical answer books is Two Lakh Only.
10. The rates should be quoted for the supply of Three Lakh Theory answer books and Two Lakh Practical answer books. However, the demand may increase or decrease as per the requirement of the University. The work order for the supply of answer books may be issued at once or in part(s).
11. The Bid Security should be furnished along with the Technical Bid. Technical Bids not accompanied with Bid security of Rs 1,50,000/- (One lakh Fifty thousand only) in form of Demand Draft/FDR in favour of Finance Controller, Uttarakhand Technical University payable at Dehradun shall be disqualified.

A scanned copy of the bid security should be enclosed along with the technical bid to be uploaded on www.uktenders.gov.in. The technical bid is mandatorily to be uploaded on the www.uktenders.gov.in latest by 09th December, 2015 upto 1:00 PM.

SECTION-III INSTRUCTIONS TO BIDDER

The Bidding Documents

1. The Bidder is expected to examine all instructions, sample, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

Preparation of Bids

2. Bid Form:

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Item to be supplied, a brief description of the Items and prices.

3. Bid Prices:

3.1 The Bidder shall indicate on the Price Schedule the total bid prices for, supply of theory and practical answer books, it proposes to supply under the Contract.

3.2 Prices quoted by the Bidder shall be fixed and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

4. Bid Currencies:

Prices shall be quoted in Indian Rupees:

5. Documents Establishing Bidder's Eligibility and Qualifications:

Eligibility of the bidder shall be decided on the basis of the bidder's experience in the field being tendered for. The bidder shall furnish documentary evidence of experience and other related eligibility criteria. It shall be the sole discretion of the U.T.U. to decide the eligibility.

6. Documents Establishing Printed Material Eligibility and Conformity to Bidding Documents:

6.1 Module-wise Description on the UTU's Technical Specifications demonstrating substantial responsiveness of the Printed material to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;

7. Bid Security:

7.1 The Bidder shall furnish, as part of its bid, a bid security in the amount as specified by the University.

- 7.2 The bid security is required to protect the UTU against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 7.3 The bid security shall be denominated in Indian Rupees and shall be in the form of a demand draft/ FDR as specified in the bid document.
- 7.4 Any bid not secured in accordance above will be rejected by the UTU as non-responsive.
- 7.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible.
- 7.6 The successful Bidder's bid security will be discharged after the date of completion of performance obligations including warranty obligations.
- 7.7 The bid security may be forfeited:
- (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction as required. or
 - (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract. and

Beside above said, the firm would also be black listed for participating in future tenders floated by University.

8. Period of Validity of Bids:

- 8.1 Bids shall remain valid for **365 days** after the date of bid opening prescribed by the UTU. A bid valid for a shorter period shall be rejected by the UTU as non-responsive.
- 8.2 In exceptional circumstances, the UTU may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder granting the request will not be required or permitted to modify its bid.

9. Format and Signing of Bid:

- 9.1 The books of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney affirming the bid. All pages of the bid documents shall be initialed by the person or persons signing the bid.
- 9.2 Any erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Submission of Bids

10. Sealing and Marking of Bids:

10.1 The Bidders shall submit the bids in a sealed envelope. The bid shall consist of the "Technical Bid" and the "Financial Bid" which shall be put in different sealed envelopes. The Bidder shall then put the Technical and Financial Bids in an outer envelope and seal it.

10.2 The inner and outer envelopes shall:

(a) be addressed to the UTU at the following address:

Uttarakhand Technical University, P.O. Chandanwari, Dehradun.

(b) bear the Invitation for Bids (IFB) title and number, and "opening date & time"

10.3 The inner envelopes, Technical & Financial, shall also indicate the Name and Address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

10.4 If the outer envelope is not sealed and marked tender no., UTU will assume no responsibility for the bid's misplacement or premature opening.

11. Deadline for Submission of Bids:

Bids must be submitted as per schedule indicated in Section-I. However for reference purposes the same is replicated below:

1	Date of Tender Document availability in website: www.uktenders.gov.in	19 th November, 2015
2	Date and time for submission of hard copy of technical bid and financial bid at Finance Controller, UTU Office, Dehradun.	09 th December, 2015 upto 1:00 PM
3	Last date and time for filling tender document online at www.uktenders.gov.in	09 th December, 2015 upto 1:00 PM
4	Date and time of technical bid opening at Finance Controller, UTU Office, Dehradun	10 th December, 2015 at 2:00 PM
5	Date and time of financial bid opening at Finance Controller, UTU Office, Dehradun	10 th December, 2015 at 4:00 PM

12. Late Bids:

Any bid received by the UTU after the deadline for submission of bids prescribed by the UTU, will be rejected and/or returned unopened to the Bidder.

Bid Opening and Evaluation of Bids

13. Opening of Bids:

13.1 All the Technical bids will be opened on 10th December, 2015 at 2:00 PM as indicated in the above mentioned schedule in the presence of tender committee of the University and the Bidders representatives who will be present in University office. The Bidders' representatives who are present shall sign in a register for evidence of their attendance.

14. Evaluation and Comparison of Bids:

14.1 The UTU tender committee will evaluate the Technical Bids and segregate the adequately responsive Technical Bids. The Financial Bids of the Bidders who's Technical Bids have been considered substantially responsive and acceptable shall be opened on a pre-determined day, which shall be intimated to the successful Technical Bidders. The Technical Bids shall not include any price and if any Technical Bid is found to contain a price quote shall be disqualified. No bid will be considered if the complete requirements covered in the schedule, is not included in the bid.

14.2 Delivery Schedule:

The UTU requires that the printed Theory and practical answer books under the Invitation for Bids shall be delivered at University on the time specified in the Schedule of Requirements that is 15days from the work order issued.

15. Contacting the UTU:

15.1 No Bidder shall contact the UTU on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the UTU, it should do so in writing.

15.2 Any effort by a Bidder to influence the UTU in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

Award of Contract

16. Post qualification:

16.1 In the absence of prequalification, the UTU will determine to its satisfaction whether the Bidder who is selected as having submitted the lowest evaluated responsive bid meets the criteria specified & is qualified to perform the contract satisfactorily.

16.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary

evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the UTU deems necessary and appropriate.

17. Award Criteria:

- 17.1 UTU will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 17.2 mRrjk[k.M "kkl u }kjkfuxr "kkl ukns'k I 0&3396/VII(08)-m | kx/2003, fnukd 30 tuw 2009 rFkk 1864/VII-II-09/143-m | kx@2003] fnukd 12 tuojh] 2010 }kjkins'k dh lwe , oay?kq %d/hj , oa [kknh I fgr½ fofuekZ kdm | kx Manufacturing Enterprises) dks "kkl dh; Ø; e'kkl ukns'kkud kjeW; @0eojh; rkinuku dh tk; xhA

18. UTU's Right to Accept Any Bid and to Reject Any or All Bids:

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

19. Notification of Award:

- 19.1 Prior to the expiration of the period of bid validity, the UTU will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 19.2 The notification of award will constitute the formation of the Contract.

20. Signing of Contract:

- 20.1 At the same time as the UTU notifies the successful bidder that its bid has been accepted, the UTU will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 20.2 Within 3 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the UTU.

21. Corrupt or Fraudulent Practices:

The UTU requires that the Bidders observe the highest standard of ethics during the procurement and execution of such contracts. UTU will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competition for the Contract in question.

22. Prices:

Prices charged by the Contractor/Supplier for Theory and Practical answer books under the Contract shall not vary from the prices quoted by the

Contractor/Supplier in its bid, with the exception of any price adjustments authorized in the UTU's request for bid validity extension, as the case may be.

23. Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the UTU and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation and if any difference/dispute remain unresolved it shall remain within the Judicial Jurisdiction of Dehradun only.

24. Taxes and Duties:

24.1 Suppliers/Contractor shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted supply of theory and practical answer books to the UTU at Dehradun.

25. Inspection and Verification:

25.1 Inspection and verification prior to supply of Theory and Practical answer books and at final acceptance are as follows:

25.2 The inspection of the Printed Theory and practical answer books shall be carried out to check whether the Printed Theory and Practical answer books is in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. The Supplier/Contractor will supply Theory and Practical answer books at the final site, after internal inspection & verification.

26. Confidentiality

Supplier/Contractor/ Printer shall, during or subsequent to the term of the Contract, shall not disclose or otherwise make available Confidential Information related to UTU to any third Party. In case of breach of any duty of confidentiality the faulted party will be liable to face legal action and/or penalty as the other party may decide. Upon the termination of this Agreement, or upon UTU's earlier request, Supplier/Printer shall deliver to UTU all of their Confidential Information that Supplier/Printer may have in its (or any of its employee's) possession or control.

27. Delivery and Documents:

The Printed Theory and Practical answer books related documentation shall be delivered personally by the Supplier/Contractor to the UTU office at Dehradun. Cost of delivery should be included in Rates Quoted in bid.

28. Prices:

Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance of the Contract.

29. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

SECTION-III: SCHEDULE OF REQUIREMENT

S.N.	DESCRIPTION of Item with Specification (F.O.R.)	Quantity to be supplied & processed	Delivery Schedule
1	Supply of the Theory Answer Books. 40 inner pages of 80 GSM paper made of Wood/Agro Product Virgin Pulp. Surface Sized as per IS:1848. Paper Size will be 29.5 cm x 21 cm. Lines (very light) are needed on each inner page with index and University Logo (very small and very light). Printed (both side) OMR Cover sheet with BAR Security Code on Maplitho Paper Size on 120 GSM with pasting slip of 29.5 cm x 6 cm. The Binding of Answer Books should be done using Thread.	Three Lakh	15 Days
2	Supply of 08 pages Practical Examination copies with printed cover in 80 GSM paper.	Two Lakh	15 Days

The work order could be place at once for whole quantity of answer books or in part in accordance to the University requirement.

SECTION IV: TECHNICAL SPECIFICATIONS**Specification for SUPPLY OF THEORY AND PRACTICAL ANSWER BOOKS**

S.N.	Name of Printing Material with Specification
1	Supply of the Theory Answer Books. 40 inner pages of 80 GSM papermade of Wood/Agro Product Virgin Pulp. Surface Sized as per IS:1848. Paper Size will be 29.5 cm x 21 cm. Lines (very light) are needed on each inner page with index and University Logo (very small and very light). Printed (both side) OMR Cover sheet with BAR Security Code on MaplithoPaper Size on 120 GSM with pasting slip of 29.5 cm x 6 cm. The Binding of Answer Books should be done using Thread.
2	Supply of 08 pages Practical Examination copies with printed cover in 80 GSM paper.

SECTION V: QUALIFICATION CRITERIA

1. Bidder should have at least 3 years of experience in printing of Answer Books for Universities/ State Govt./Central Govt./ Boards/ educational organization and should be registered with Directorate of Industry. Proof of experience and Registration at Directorate of Industry should be enclosed.
2. The firm should be registered with Commercial Tax Deptt. Proof of the same should be enclosed.
3. The proof of the Income Tax paid during the past three years should be enclosed. Proof in the form of ITR alongwith a copy of PAN Card should be enclosed.
4. Turnover of the Firm/Bidder for the last fiscal year (2014-15) should not be less than 01 (One) Crore. Proof of balance sheet certified by Chartered Accountant should be enclosed.
5. Firm/Bidder should have delivered at least once Printed Theory and Practical answer books to any University/ Educational organization. Proof in the form of purchase order of that University/Educational Organization where answer books have been supplied should be enclosed.

Firm shall submit Printed Theory/Practical answer books supplied as indicated above as proof with technical bid which shall be physically submitted by the bidder/firm in the University.

6. The Firm/Bidder should have availability of technical support services/business infrastructure. Proof of the same should be enclosed. Before awarding the contract, to keep the Confidentiality of the Work, the University can arrange a Technical Inspection of Machines and Support System used for Manufacturing of Answer Book. (List of available Machines should be enclosed)
7. The firm should submit sample of papers with technical bid as per the University specification which will be used by the firm in manufacturing of Theory and Practical Answer Book.
8. Certificate from the paper mill to be enclosed regarding paper specification and supply agreement w.r.t. the timely availability of the paper so that required quantity of answer books are supplied within the time schedule indicated in the bid document.

9. The Firm/Bidder should not be blacklisted by Central Government, state government or any other institutes. Affidavit on Rs. 100 Non Judicial Stamp Paper should be enclosed.

10. The Bid Security should be furnished along with the Technical Bid. Technical Bids not accompanied with Bid security of Rs 1,50,000/- (One lakh Fifty thousand only) in the form of Demand Draft/FDR in favour of Finance Controller, Uttarakhand Technical University payable at Dehradun shall be disqualified.

11. The bidder not found qualified in technical bid its financial bid shall not be opened.

SECTION VI: TECHNICAL BID

The Bidder should enunciate his approach to the design and implementation of the Printing of Theory and Practical Answer Books being offered by the Bidder. The following column should be duly filled and the support documents shall be enclosed in the Technical Bid.

S.N	DESCRIPTION	Page Number	
		From	To
1	Cost of the tender form in form of DD of Rs5000/- in favour of Finance Controller , UTU payable at Dehradun should be enclosed with the hard copy of Technical Bid which is to be submitted by the bidder/firm at University office by 09 th December, 2015, 1:00pm. Scanned copy of the same is to be enclosed with the Technical Bid which shall be uploaded by the bidder/firm on www.uktenders.gov.in		
2	Earnest Money (in Form of DD/ FDR) of Rs 1,50,000/- (One lakh Fifty thousand only) in favour of Finance Controller, UTU payable at Dehradun. Same condition apply for earnest money as applicable for cost of tender form indicated at Serial No. 1 above.		
3	Seal and Signed Paper of tender document/ form		
4	Bidder should have at least 3 years of experience in printing of Answer Books for Universities/ State Govt./Central Govt./ Boards/ educational organization and should be registered with Directorate of Industry. Proof of experience and Registration at Directorate of Industry should be enclosed.		
5	The firm should be registered with Commercial Tax Deptt. Proof of the same should be enclosed.		
6	The proof of the Income Tax paid during the past three years should be enclosed. Proof in the form of ITR along with a copy of PAN Card should be enclosed.		

7	Turnover of the Firm/Bidder for the last fiscal year (2014-15) should not be less than 01 (One) Crore. Proof of balance sheet certified by Chartered Accountant should be enclosed.		
8	<p>Firm/Bidder should have delivered at least once Printed Theory and Practical answer books to any University/Educational organisation. Proof in the form of purchase order of that University/Educational Organization where answer books have been supplied should be enclosed.</p> <p>Firm shall submit Printed Theory/Practical answer books supplied as indicated above as proof with technical bid which shall be physically submitted by the bidder/firm in the University.</p>		
9	The Firm/Bidder should have availability of technical support services/business infrastructure. Proof of the same should be enclosed. Before awarding the contract, to keep the Confidentiality of the Work, the University can arrange a Technical Inspection of Machines and Support System used for Manufacturing of Answer Book. (List of available Machines should be enclosed)		
10	The firm should submit sample of papers with technical bid as per the University specification which will be used by the firm in manufacturing of Theory and Practical Answer Book.		
11	Certificate from the paper mill to be enclosed regarding paper specification and supply agreement w.r.t. the timely availability of the paper so that required quantity of answer books are supplied within the time schedule indicated in the bid document.		
12	The Firm/Bidder should not be blacklisted by Central Government, state government or any other institutes. Affidavit on Rs. 100 Non Judicial Stamp Paper should be enclosed.		
13.	The Bid Security should be furnished along with the Technical Bid. Technical Bids not accompanied with Bid security of Rs 1,50,000/- (One lakh Fifty thousand only) in the form of Demand Draft/FDR in favour of Finance Controller, Uttarakhand Technical University payable at Dehradun shall be disqualified.		

(Signature)
Seal

SECTION VII : CONTRACT FORM

This Articles of Agreement made on.....between The Uttarakhand Technical University, Dehradun. A university constituted under Uttarakhand Technical University Act-2005 having its Head Office at Suddhowala, P.O. chandanwari, Dehradun (hereinafter called U.T.U.) of the ONE PART/FIRST PARTY.

AND

M/s Having its Registered Office at(hereinafter called SUPPLIER / CONTRACTOR, which expression shall, unless repugnant to the context include its successor in business, legal representative, administrative or permitted assigns) of the OTHER PART/SECOND PARTY.

WHEREAS the UTU is desirous for Printing and Supply of Theory and Practical answer books and has accepted a bid by the supplier/contractor against tender 25339/tender/ 2015, Date: 17.11. 2015.

AND WHEREAS supplier/contractor has made the offer to duly comply with all the provisions of the bid document after making himself fully aware and understanding fully the implication of the terms and conditions and specifications mentioned therein and which has been accepted by UTU on the term and conditions mentioned hereafter and after ascertaining that the supplier/contractor is fully capable of comply with the aforesaid terms of the bid document.

WHEREAS the supplier/contractor has deposited with the UTU Rs. _____ as security deposit for the due performance of the agreement in form of Demand Draft /FDR No.....Dated.....issued by(name of bank)and completion of assigned work as per terms and conditions of tender form.

NOW THE AGREEMENT WITNESSES AS FOLLOWS:-

- (i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- (ii) This agreement shall remain in force from the date of commencement of this agreement deed up till the completion of the above said work. The rates quoted will be valid for the period of agreement.
- (iii) The following documents shall be deemed to form and be read and construed as part of this agreement.
 - a) The bid form and the price schedule submitted by the bidder.
 - b) The schedule of requirement and Work Order to be issued by the UTU
 - c) The technical specification.
 - d) The UTU's Notification of award.

The UTU may without prejudice to any other remedy for breach of contract may terminate the contract whole or in part or impose penalty

- over supplier/ Contractor depending upon situation prevailing, If supplier/contractor fails to perform any obligation mentioned on above stated documents or breach the condition under this articles of agreement.
- (iv) In consideration of the payments to be made to the supplier/contractor as hereinafter provided the supplier/contractor shall upon and subject to the said conditions executed and complete the work furnished to the supplier/contractor by the said UTU as described in the said specifications and the price schedule of quantities and as per relevant rule.
 - (v) Delivery by supplier must be completed as specified in the work order. The UTU will pay to the supplier /contractor only after verification that the item supplied as per specification and samples, submitted by the supplier. No advance payment shall be made to supplier.
 - (vi) The payment will be made normally within 30 days by cheque after receipt of store in sound condition or as per relevant rule.
 - (vii) The supplier/ contractor shall be responsible to make all arrangements to ensure complete security and secrecy with regard to manufacture, safe custody and timely supply of thematerial related to Theory and practical answer books. In case of any loss of UTU printed material from the Godown of the supplier/ contractor or while in transit, the party concerned will be liable to be black listed besides legal action and/ or penalty as the UTU may decide.
 - (viii) The UTU Printed Material and other works shall be manufacture/done as per specification given in the technical bid. A certificate will be submitted by the manufacturer that the Printed Material has been counted physically and there is no error in printing. If errors are noticed in the printed and supplied material, major penalty may be imposed and deductions will be made from the bill. The contractor/ supplier will also have to replace the Printed Material at their own costs.
 - (ix) The supplier/ contractor shall furnished an undertaking with each bill that any shortage or deficit found by the university shall be made good by the firm and after completion of the work, the plates used for printing have been destroyed.
 - (x) Supplier/ contractor will be required to give an undertaking that no UTU printed and processed material whatsoever has been printed not more than the specified number and has not been left with them after completion and final supply of the Printed Material is made over to University. Supplier/ contractor will also certify that no UTU Printed Material has gone out of the press by unscrupulous methods. In case any contravention / discrepancy is noticed by the university during the course of examination or subsequently the party concerned will be liable to black listed besides any penalty / appropriate action, the university may deem necessary to take.
 - (xi) The delivery of the material should be strictly within a time specified in work order. A penalty of 5% per day subject to a maximum of 25% on the proportionate amount of the bill on account of the delayed supply of the

material will be imposed in case the supply is not made within the stipulated period.

- (xii) The Income tax / WCT/VAT or other applicable taxes at source, according to the existing rules will be deducted on all bills. In lieu of, a certificate on the prescribed form will be issued to the party by the UTU.
- (xiii) In event of any question dispute or differences arising under this agreement or in connection therewith (except as to the matter the decision of which is specifically provided under the agreement), the same shall be try to resolve amicably by both the Parties. If the dispute or differences persists the same shall be referred to the sole arbitration of the Vice Chancellor of UTU or any officer designated by him and the decision of whom will be final and binding on both the parties. This agreement is subject to the jurisdiction of the Courts in Dehradun only. The Arbitration proceeding shall be held in accordance with the provisions of Arbitration and Reconciliation Act 1996.
- (xiv) Any sum of money due and payable to the supplier/ contractor (including security deposit refundable to him) under this agreement may be appropriated by the UTU and set off the same against any claim of the UTU.
- (xv) UTU may also by giving written notice and without compensation to the supplier/contractor terminate the agreement, if the supplier/ contractor becomes unwilling, Bankrupt or otherwise insolvent without affecting its right of action or remedy.
- (xvi) Rest conditions will be applicable as per terms and conditions of tender form.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed, Sealed and delivered for and on behalf of UTU by

.....
.....
.....

Signed on behalf of M/sby
Sh.....Holder of general power of
attorney dated executed in accordance with resolution no.
.....dated passed by board of directors.

In presence of witness

- (a)
- (b).....

SECTION VIII: FINANCIAL BID
(BID FORM AND PRICE SCHEDULE)

Date:.....

To: **Uttarakhand Technical University**
Suddhowala, P.O. Chandanwari,
Dehradun.

Having examined the Bidding Documents including Addenda Nos.....
[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Theory and practical answer books, in conformity with the said bidding documents for the sum as indicated in the Price Schedule (Financial Bid) enclosed separately or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, we will deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank or in any other Form as decided by U.T.U. a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for the Bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

We clarify/confirm that we comply with the eligibility requirements as per bidding documents.

Dated this day of

(signature)
(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

NOTE:-

- (1) THE PRICE SCHEDULE (FINANCIAL BID) SHOULD BE UPLOADED ON THE WEBSITE www.uktenders.gov.in SEPARATELY.**
- (2) THE SAME SHOULD ALSO BE SEALED IN A SEPARATE ENVELOPE AND SHOULD BE SUBMITTED AT THE UNIVERSITY ALONG WITH THE HARD COPY.**

FINANCIAL BID

Sl. No.	Description of work	No. or Qty.	RATE In Figures to be entered by the Bidder Unit Price including all Taxes+ F.O.R (UTU Dehradun) (In Rs.)		TOTAL AMOUNT in Rs.
			Figures	Words	
1.	Supply of the Theory Answer Books. 40 inner pages of 80 GSM paper made of Wood/Agro Product Virgin Pulp. Surface Sized as per IS:1848. Paper Size will be 29.5 cm x 21 cm. Lines (Very light) are needed on each inner page with index and University Logo (very small and very light). Printed (both side) OMR Cover sheet with BAR Security Code on Maplitho Paper Size on 120 GSM with Pasting slip of 29.5 cm x 6 cm. The Binding of Answer Books should be done using Thread. (Rates as quoted for Printing of Theory answer books in Words)			Rupees only	0.00
2.	Supply of 08 pages Practical Examination copies with printed cover in 80 GSM paper. (Rates as quoted for Printing Examination Copies in Words)			Rupees only	0.00
	Total in Figures				
	Total in Words				