

हेमवती नन्दन बहुगुणा गढ़वाल विश्वविद्यालय

केन्द्रीय विश्वविद्यालय

श्रीनगर गढ़वाल (उत्तराखण्ड)–246174

**Hemvati Nandan Bahuguna Garhwal University**  
(A Central University)

Srinagar (Garhwal) Uttarakhand - 246174

**NIT NO. : HNBGU /ET/2023/38**

**Dated:23.02.2023**

**E-TENDER DOCUMENT**

**FOR**

**“E-TENDER FOR PRINTING OF ANSWER BOOKLET”**

**FOR**

**“Hemvati Nandan Bahuguna Garhwal University”**

<b>Last Date &amp; Time of Submission of Bid</b>	<b>Up to 14:00 Hrs on 15 /03/2023</b>
<b>Date &amp; Time of Online Opening</b>	<b>15:30 Hrs on 15 /03/2023</b>

*(<https://mhrd.euniwizarde.com> or [www.hnbg.ac.in](http://www.hnbg.ac.in).)*

*Total No. of Pages 34*

**Registrar**

**Er.V.N.Bahuguna**  
**Executive Engineer**

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## HEMVATINANDAN BAHUGUNA GARHWAL UNIVERSITY SRINAGAR GARHWAL, UTTRAKHAND

### E- Tender Enquiry (ETE)

NIT NO. : HNBGU/ET/2023/38

Dated: 23/ 02 /2023

### E-TENDER DOCUMENT FOR "PRINTING AND SUPPLY OF ANSWER BOOKLETS (MAIN,SUPPLEMENTARY & PRACTICAL) " FOR HEMVATINANDAN BAHUGUNA GARHWAL UNIVERSITY SRINAGAR GARHWAL, UTTRAKHAND-246174

Online bids ( Technical & Financial) are invited from eligible bidders (from manufacturers/ suppliers/contractors having vast experience in supply of examination Answer Books to the Universities/Educational Institutions of higher learning for supply of Examination Answer Books (Main, Supplementary & Practical), containing 36 pages in Main, 08 pages in Supplementary & Practical 90% or more brightness Maplitho Paper, with paper mill water mark printing paper manufactured by reputed Paper Mills (Century/Hindustan/Balarpur/J.K./Orient/TNPL.) for the work of “PRINTING AND SUPPLY OF ANSWER BOOKLETS (MAIN & SUPPLEMENTARY) for Hamvati Nandan Bahuguna Garhwal University, Srinagar Garhwal”. Kindly submit your bid / tender giving lowest rates along with terms and conditions through online mode only on e-Procurement portal <https://mhrd.euniwizarde.com> on or before 15/03/2023. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <https://mhrd.euniwizarde.com> or [www.hnbg.ac.in](http://www.hnbg.ac.in).

<b>Name of Work</b>	<b>E-TENDER DOCUMENT FOR "PRINTING AND SUPPLY OF ANSWER BOOKLETS (MAIN , SUPPLEMENTARY &amp; PRACTICAL ) "</b>	
<b>Tentative Estimated Cost</b>	<b>Rs.96.65 Laks (In INR)</b>	
<b>Earnest Money Deposit to be submitted</b>	<b>Rs. 5,00,000/-</b>	
<b>Period of contract</b>	<b>One Year</b>	
<b>Completion Period</b>	<b>20 days from the date of issue of purchase order</b>	
<b>Last date &amp; time of online submission of bid, online EMD and other documents as specified in the bid document</b>	<b>Up to 14:00 Hrs</b>	<b>on 15/03/2023</b>
<b>Date of Opening of bids</b>	<b>15:30 Hrs</b>	<b>on 15/03/2023</b>

Registrar

Er.V.N.Bahuguna  
Executive Engineer

## Eligibility Criteria

Only those bidders, who are Registered Sole Proprietor /Partnership firm or Company and meet the following conditions, can participate in the tender.

Following Certificates must be scanned and uploaded:

1. Self attested Documentary proof of registration of Sole Proprietorship/Partnership firm.  
(The bidder's firm must be a registered Sole Proprietorship/Partnership firm.)
2. Self attested Documentary proof of **GST** Certificate.  
(The bidders must have a valid GST No. to participate in the tender.)
3. Self attested Documentary proof of **PAN Card**
4. **Online EMD of Rs.5,00,000.00 must be deposited by the Bidder.**
5. Self attested Documentary proof of work orders of last 5 years (i.e. similar work) and experience certificate.  
Bidder must have undertaken similar job of printing and supply as below during the preceding five years from 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2021
  - i) Three jobs worth Rs.4000000.00 / Each
  - ii) Two jobs worth Rs.6000000.00 / Each
  - iii) One Job worth Rs.8000000.00
6. **Bidder should have an Annual Turnover of Rs. 200 lakhs per year for last three financial years.** Proof thereof in terms of a Certificate from CA stating the Annual Turnover for last three Financial Years (i.e. **FY 2019-20, FY 2020-21, FY 2021-2022**)
7. An undertaking by bidder of the effect that he/she has not been "Blacklisted/Debarred by any agency/department".
8. An undertaking by the bidder that his/her any near relative is not in service of H.N.B.Garhwal University Srinagar Garhwal Uttarakhand.

## **GUIDELINES FOR BIDDER /GENERAL TERMS & CONDITIONS**

1. The interested bidder must read all terms and conditions of HNBGU carefully. He/She should only submit the bid if he/she considers himself/herself eligible and is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form a part of bid documents. Information and Instructions can be seen and downloaded from website <https://mhrd.euniwizarde.com> or [www.hnbggu.ac.in](http://www.hnbggu.ac.in) free of cost.
3. The bid can be submitted only after submission of **EMD of Five Lakhs** through available modes of payment on the e-Procurement portal. Refer to the instructions to the bidders and bidder manuals for more details.
4. The intending bidder must have valid **class-III digital signature** to submit the bid.
5. On opening date, the bidder can login and see the bid opening process. After opening of bids, he/she will receive the competitor bid sheets.
6. Bidder shall upload the documents in the form of JPG format and PDF format only.
7. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
8. Copy of Enlistment Order and other documents as specified in the bid document shall be scanned and uploaded to the e-tendering website within the period of bid submission.
9. Online bid documents submitted by intending bidders shall be opened only for those bidders, whose EMD is deposited and other documents are scanned and uploaded and found in order. The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
  - (i) The bidder is found ineligible.
  - (ii) The bidder does not deposit online EMD.
  - (iii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid documents.
10. The bidders should quote **their lowest rates** based upon the Terms and Conditions forming part of their tender document. Order will be placed to the successful bidder (quoting lowest rates) out of the eligible bidders.
11. The Earnest Money Deposit (EMD) of bidders, whose rates are not approved, will be returned within **30 days** upon finalization of the tenders. No interest will be paid on the amount of the security deposit. However, the security deposit of the bidder, whose rates are accepted, will be returned on submission of performance undertaking after completion of one year after awarding the order and the EMD will be released and adjustment of final account will be made.
12. The quoted rate should be valid till end of agreement period.
13. In case, the vendor/ firm fails to comply the terms & conditions, the University may terminate the contract without assigning any reason.
14. Kindly furnish your GST Number in your quotation/tender for our records.

15. All suits shall be in the courts of **Pauri Jurisdiction** only.
16. The successful bidder will be liable to supply the **Answer Booklets** within a period of **30** days of getting the order. If the successful bidder does not **Supply** the **Answer Booklets** in time or stops the **Supply** midway or leaves the **Order** altogether, his/her EMD will be forfeited and the University shall have the right to cancel the order.
17. An undertaking by bidders/firms of the effect that he has not been "Blacklisted/Debarred by any agency/department".
18. An undertaking by the bidders/firms that his/her near relative is not in service of H.N.B. Garhwal University.
19. At any time prior to the deadline for submission of bids, the University may, if necessary, modify the tender document by a written amendment. All prospective Tenders will be notified of the amendment which will be binding to all the bidders. The amendments will be notified on the websites, <https://mhrd.euniwizarde.com> or [www.hnbg.ac.in](http://www.hnbg.ac.in).
20. **The rates of items shall be filled online only. Scanned copy of this document is not to be attached along with other enclosures.**
21. Opening of Bids: The University authority will make a decision of those bids qualified after the Technical evaluation.
22. Criteria for Bid Evaluation: The contract will be awarded to the bidder who will have the lowest rates.
23. Acceptance/Non-acceptance of bids: The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
24. The University Authority reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.
25. Tenders shall be kept valid for at least a period of **90 (Ninety) days** from the date of opening.
26. Name of the manufacturer of the item quoted along with brand name, if any.
27. Details of specification of items.
28. **GST at concessional rate as applicable to the Educational Institutions.**
29. Tender should be submitted through online mode only at e-Procurement portal <https://mhrd.euniwizarde.com> along with all the supporting documents. For details of online submission process refer to bidder manuals on e-Procurement portal. Bidders are advised to go through Instructions to bidder for e-tendering before submitting tender online. Manual submission of tender is not permitted and bids submitted manually will be rejected.
30. **Vendor must enclose an authorization certificate of the company with tender document.**
31. **Successful bidder shall furnish an unconditional PBG / SD valid till 60 days after the warranty period from any nationalized / scheduled bank for 5 % of the total amount.**
32. Liquidated damages rate for delay in delivery is 0.5% per week & max. 5% of the total amount.
33. The bidders are advised to get themselves registered on the e-Procurement portal at least a week before the scheduled date and time of bid submission. This will help the new bidders/vendors to get familiar with the e-Procurement portal. The bidders must arrange computers/laptop, high speed internet and other equipment etc. required for bid submission at their own. For more details visit e-Procurement portal <https://mhrd.euniwizarde.com>.

**Submission of the Bid:** All interested eligible bidders are requested to submit their bids online on <http://mhrd.euniwizarde.com> as per the criteria given in this document:

**Technical Bid, & EMD** should be upload online in **cover 1**.

**Price Bid** should be uploaded online in **cover 2**

Both **Technical** and **Price Bid** covers should be placed online on the e-Procurement portal <https://mhrd.euniwizarde.com>.

### SPECIFICATIONS FOR MAIN AND SUPPLEMENTARY ANSWER BOOKLETES

The Hamwati Nandan Bahuguna Garhwal University requires the following quantity of main and supplementary answer books **as per technical specification**, to be supplied as and when required in one or more lots as will be specified by HNBGU in its supply order(s) during the period of contract.

#### TENDER FOR PRINTING & SUPPLY OF MAIN AND SUPPLEMENTARY ANSWER BOOKLETS

Technical Specification	Size (in Cm)
<p>1 <b>Main Answer Books</b> containing <b>36</b> Pages made of “70 GSM with 90% or more brightness Maplitho paper with paper mill water mark Printing Paper manufactured by reputed paper mills (<b>Century/Hindustan/Balarpur/J.K./Orient/TNPL</b>)” with thread stitching, proper stapling and Serial numbering. The first page containing the columns for student and examination particulars and table for markings and the last page containing instructions to candidates in English and Hindi shall be black in color. It shall contain 20 lines in blue on each page of 34 inner pages with red double-lined left margin. The entire book shall be punched with perforated letters “HNBGU”. <b>“The contractor will pack the main answer sheet <b>200 No.</b> separately covered in plastic sheet tie with strapping and then packed in gunny bags duly stitched. The serial no. of answer books should clearly be written on each gunny bags.”</b></p> <p><b>(The Sample of the Answer Booklet shall be provided to the Successful Bidder along-with the text to be printed)</b></p>	<p><b>22 cms. X 28cms</b></p> <p style="text-align: center;"><b>Quantity</b> <b>700000 No</b></p>
<p>2 <b>Supplementary Answer Books &amp; Practical Answer Books</b> containing <b>08</b> pages made of “70 GSM with 90% or more brightness Maplitho paper with paper mill water mark Printing Paper manufactured by reputed paper mills (<b>Century/Hindustan/Balarpur/J.K./Orient/TNPL</b>)” with thread stitching, proper stapling and Serial numbering. The first page shall contain headings with 4 four line print in black for filling up the students particulars in the right top corner. It shall contain 20 lines in blue on each of all the <b>08</b> pages with red double-lined left margin. The entire book shall be punched with perforated letters “HNBGU”. <b>“The contractor will pack the supplementary answer sheet <b>1000 No.</b> separately covered in plastic sheet tie with strapping and then packed in gunny bags duly stitched. The serial no. of answer books should clearly be written on each gunny bags.”</b></p> <p><b>(The Sample of the Answer Booklet shall be provided to the Successful Bidder along-with the text to be printed)</b></p>	<p><b>22 cms. X 28 cms</b></p> <p style="text-align: center;"><b>Quantity</b> <b>Supplementary Answer Books</b> <b>600000 No</b> <b>+</b> <b>Practical Answer Books</b> <b>600000 No</b> <b>Total =1200000 No</b></p>

### Other description of work

1	Quantity	1. 700000 (Seven Lakhs) Numbers Main Answer Booklets 2. 1200000 (Twelve Lakhs) Numbers Supplementary & Practical Answer Booklets
2	Finished Size	22 cm *28 cm
3	Pages	36 (Main Booklet) and 08 ( Supplementary & Practical Booklet)
4	Paper	70 GSM with 90% or more brightness Maplitho paper with mill's water mark printing paper
5	Printing	a) Single Colour ( Black) with number on each pages b) Information to candidates on page 1 and 2 c) Answer booklets to be printed with University's logo and static barcode on each pages d) Pages to be numbered from 1 to 36 e) All pages to have 20 horizontal lines printed in light black f) Answer booklets to be printed with security features/ soft copy which shall be provided by the Examination Branch of the University before printing.
6	Numbering	a) Answer booklets should be serial numbered on single side ( Front) preferably in blue/red/indigo colour on page 1 b) Serial numbering will be informed by the University (Main Booklets) c) Serial numbering will be informed by the University (Supplementary Booklets/ Practical Booklets)
7	Binding	Stitch binding (right side of paper)
8	Packing	All the answer booklets are to be packed in bundles of 200 in the following manner: a) Bundles of 200 answer booklets to be packed in transparent 50 micron or above polythene. b) All the bundles to be duly labeled with the details of serial numbers/ other on 1/2 A4 or bigger size labels. c) Bundles to be placed in a suitable size carton (five ply) having cloth/calico belt on four sides. d) Cartons to be packed with three stripes. e) To be packed again with transparent 80-100 micron polythene. f) To be packed again with three strips
1. The required softcopy will be provided to the printer by the University 2. The quantity included in the job requirement can be increased or decreased up to 25% at the discretion of the competent authority of the university while issuing the order.		



## **Main Terms and Conditions for Printing and Supply of Main and Supplementary Answer Books**

The Main Terms and Conditions for printing and supply of Answer Books (Main and Supplementary) are as follows:-

### **1. Evaluation of offer**

- (a) Vendors/ Bidders will be short listed by a duly constituted Tender Opening and Evaluation Committee (TOEC), on the basis of Technical/financial parameters, and if considered necessary, TOEC may decide to visit and inspect manufacturing units/facilities.
  - (b) The financial Bids of the technically short listed vendors only shall be opened.
  - (c) The University reserves the right to select the vendor on the basis of best possible features quoted. The decision of the Purchaser arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from bidding for the HNBSGU tenders in future for a period of three years.
2. Form of organization, whether partnership or proprietary or Limited Company must be clearly mentioned in the tender. If partnership firm, the names & addresses of the partners and if Limited Co., the names and addresses of the Director and Registration Number may be expressly stated, with authorization letter to represent the firm in the tender.
  3. Rates quoted in the tender should be valid for a period of one year from the date of the award of contract.
  4. The contractor shall give an undertaking that they will adhere to the time schedule and are in possession of required infrastructural facilities to produce the quantum of goods asked by the University in the Tender document..
  5. Before placing the order, the university reserves the right to inspect the manufacturing unit / factory to ensure its infrastructure, machines, quality assurance equipments and production capacity etc. After ensuring the same the Supply Order shall be placed.

### **6. Earnest Money Deposit/Bid security**

- i) Earnest money of the successful contractor can be considered for adjustment against the security deposit on the written request of the contractor.
- ii) Earnest money of the unsuccessful contractor(s) shall be refunded as early as possible after the finalization of the tender.
- iii) No interest shall be paid on the Earnest Money.
- iv) Earnest money shall stand forfeited
  - a) if the bid is withdrawn at any time before the validity period, or
  - b) if the successful contractor fails to execute the contract and/or does not deposit the security amount within the stipulated period.
- v) No interest will be payable on Bid Security/EMD. The Bid Security/EMD will be refunded to the unsuccessful contractor(s) within 60 days of intimation of rejection of bid.

### **7. PACKING**

- i) The Answer Books should be supplied in specified packing conditions. Any variation in number of answer books per packet shall not be permitted. In case of any occurrence of damage, theft, pilferage in transit, the responsibility shall be that of the contractor and replacement, wherever necessary, shall have to be made by the supplier at no extra cost.
- ii) The contractor will pack the answer sheets; 200 No. (Main) answer sheet & 1000 No. (supplementary & Practical) separately covered in plastic sheet tie with strapping and then packed in gunny bags duly stitched. The serial no. of answer books should clearly be written on each gunny bags. No separate charges for packing, loading/ un-loading and transportation will be paid beyond the quoted rates.
8. Supply of answer books **will be in one or more lots as per the requirement of the University** and the supplies must commence within 20 days from the date of acceptance of the order and should be completed as per the schedule provided in the supply order. The supplies should be made free of transportation charges at the stores of the University situated at Srinagar Garhwal Uttarakhand-246174 or at any other place in Uttarakhand as informed in writing and should be properly packed and stocked as per the directions of the Registrar/Officer In-Charge (S&PD) or any other officer authorized by Registrar, HNBGU. The delivery schedule should be intimated in writing to the Registrar, HNBGU. **The acceptance Date of goods shall be treated as the date of stock entries at the stores of HNBGU.**
9. The supplies should conform to the quality / specifications of the Product agreed upon and is subject to inspection before acceptance of stores. If the product fails to conform to the given specifications, the University reserves the right to reject the total supplies and remove the goods at contractor cost or to levy appropriate penalty on the contractor including recovery of payments made against the supplies.
10. Award of contract shall be within the sole discretion of University. The University is not bound to award the contract on the basis of bids received. It shall be open to the university not to accept any bid and to abandon the contract without disclosing any reasons. It is also not necessary that the lowest bid shall have to be accepted. The University reserves the right to reject or accept whole or any part of the quotation. The interest of the University shall be paramount. No bidder shall have any indefeasible rights to be awarded a contract even if his price is the lowest. The decision of the University on the Tender / contract is final and binding on the tenderer / contractor.
11. The University reserves its right to take any such actions as may deem proper against the contractor in case of failure on the part of the contractor for fulfilling the contract apart from forfeiture of Bid Security / Performance Security.

## **12. PAYMENT**

The mode of payment will be in Indian rupees in the following order:

- i. 75% of total printing and supply of the work order: After 100% print and supply of Answer Booklets subject to certification of receipt of quality by the university officials concerned.
- ii. 25% of total printing and supply of the work order: After successful certification of the specifications as per the tender.
- iii. No advance payment shall be made to the printer/supplier.
- iv. Payment will be made for the quantity of answer books delivered and formally accepted after physical inspection and receipt of Lab Test report subject to the condition that Lab Test Report is/are in order.

- v. The payment will be made within 30 working days after the supply is made subject to receipt of bills from the supplier duly supported by documents to prove the supply of the material as per specifications, in good condition and its acceptance and receipt of Lab Test Report.
- vi. If the contractor fails to supply the answer books as per required specifications including GSM, the penalty up to 10% on order value can be imposed which will be final and binding on the contractor.

13. Acceptance of offer will be communicated in writing by Letter or by formal 'Acceptance of Tender' within ten days of the receipt of the Supply Order. In case, acceptance is communicated by E- Mail or Express Letter, formal 'Acceptance of Tender' will follow in due course and in the mean while, the tenderer will act upon the instructions contained in the E-Mail / Express Letter.

#### **14. PERFORMANCE SECURITY**

- a) On acceptance of the Tender, the selected tenderer shall deposit an amount fixed by the University equivalent to **5%** of the value of the contract within the period specified by the Purchaser by way of an Account Payee Demand Draft drawn in favour of Finance Officer ,Hamvati Nandan Bahuguna Garhwal **University** payable at Srinagar Garhwal Uttrakhand, Fixed Deposit Receipt or Bank Guarantee (copy of the Proforma enclosed as **Section XI** ) of any of the commercial banks. Performance Security shall remain valid for a period of sixty days beyond the date of satisfactory completion of all contractual obligations of the supplier.
- b) If the contractor fails or neglects to observe or perform any of his obligations under the Contract it shall be lawful for the Vice-Chancellor, Hamvati Nandan Bahuguna Garhwal **University** to forfeit either in whole or in part, in his absolute discretion, the Performance Security furnished by the tenderer and to arrange to purchase the ordered quantity of the material from elsewhere at the risk and expense of the contractor. Save as aforesaid, if the tenderer duly performs and completes the contract in all respects to the satisfaction of the purchaser, the Security Deposit shall be refunded to the tenderer after deducting all costs and other expenses that the University may have incurred and all dues and other moneys including all losses and damages for which the Hamvati Nandan Bahuguna Garhwal University is entitled to recover from the Contractor, if any.
- c) The Performance Security can be forfeited by the order of the Vice-Chancellor, HNBGU, in the event of any breach or non-observance of any of the conditions of the Contract. On the expiry of the contract, such portion of the said security as may be considered by the Vice-Chancellor, Hamvati Nandan Bahuguna Garhwal University, sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by University until the final audit report on the account of the bill had been received and examined.
- d) Any sum of money due and payable to the Contractor(s) including Performance Security refundable to him / them under this Contract may be appropriated by the HNBGU and set off against any claim of Hamvati Nandan Bahuguna Garhwal University in respect of any sum of money arising out of under any other Contract(s) made by the Contractors with the purchaser and for such purpose the purchaser shall be entitled to sell and / or realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as the purchaser may think fit.
- e) The Bid Security will be refunded to the successful tenderer on receipt of the  
  
Performance Security.
- f) The Performance Security shall be released by the University after two months of satisfactory completion of the contract after deducting any amount due on the Contractor.

**15. *INCOME TAX - PAN / TAN***

The successful tenderer will have to necessarily furnish a copy of the PAN/TAN issued by the Income Tax Department to the manufacturing Unit or tenderer along with the copy of the return filed during the last financial year.

16. The rates quoted and accepted shall remain firm and valid and not subject to any change on whatever grounds for a period of one year from the date of acceptance of the Contract.
17. The quantities mentioned in the Tender are approximate and the requirement may vary. The Hamvati Nandan Bahuguna Garhwal **University** reserves the right to place orders as per its requirements from time to time on the same rates, terms and conditions during the currency of the contract.
18. In case the tender submitted by the tenderer is accepted by the University and the contract for the supply of Answer Books as per the above tender is awarded to the said successful tenderer, the said tenderer shall within fifteen days of acceptance of his tender execute an Agreement with the University in a non-judicial stamp paper of a value of Rs.100/- with the University incorporating all the terms and conditions under which the University accepts his tender.
19. Five sample of the paper of answer booklets with specification proposed to be printed and supplied, duly signed by the manufacturer or his authorized representative should be submitted before the last date of online submission of tender to the office of the officer Assistant Registrar (S&PD) HNBGU.

## GENERAL EXTRA TERMS AND CONDITIONS OF CONTRACT

### 1. PARTIES :

The parties to the Contract “M/s ----- are the Contractor” and the HNBGU through the Registrar, Hamvati Nandan Bahuguna Garhwal University Srinagar Garhwal Uttrakhand..

### 2. *ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF HNBGU :*

For all purposes of the Contract, including arbitration if any, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change of address by a separate letter containing no other communication and sent by registered post with “Acknowledgement Due” to the Registrar, HNBGU. The Contractor shall be solely responsible for the consequences of an omission or error in notifying the change of address in the manner aforesaid. All communications to the University shall be addressed to Registrar, Hamvati Nandan Bahuguna Garhwal University Srinagar Garhwal Uttrakhand-246174 and shall be sent under registered post.

### 3. *EXERCISE OF THE POWERS OF HNBGU:*

Any communication or notice on behalf of HNBGU in relation to the Contract may be issued to the Contractor by the Registrar or by any other officer authorized by him in HNBGU and all such communications and notices may be served on the Contractor either by registered post or Under Certificate of Posting or by ordinary post or by hand delivery at the option of such officer, and posting of the letter will be deemed to have been served on the Contractor.

### 4. *RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT :*

The Contractor shall perform the Contract in all respects in accordance with the terms and conditions thereof.

### 5. (a) *SUBLETTING AND ASSIGNMENT*

Except with the previous consent in writing from the Registrar, HNBGU, the Contractor shall not sublet, transfer or assign the Contract or any part thereof or any interest therein or any benefit or advantage thereof in any manner whatsoever to any other firm.

### (b) *CHANGES IN A FIRM*

- i) If the Contractor is a partnership firm, no new partners shall be introduced in the firm, except with the previous consent in writing of the Registrar, HNBGU, which will be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all the liabilities incurred by the firm under the Contract prior to the date of such undertaking.
- ii) If on the death or retirement of any partner of the Contractor firm, the said partnership firm is dissolved

before the completion of the Contract, the Vice Chancellor, HNBGU, may, at his option, cancel the Contract and in such case the Contractor shall have no claim whatsoever to any compensation against the purchaser.

- iii) If the contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Registrar, HNBGU, by Registered Post Acknowledgement Due.

#### **(c) *CONSEQUENCES OF BREACH***

Should the contractor or the Contractor firm or any partner of the firm commit breach of any of the conditions, it shall be lawful for the Vice-Chancellor, HNBGU to direct the Registrar to cancel the Contract and purchase, or to authorise the purchase of the stores contracted for at the risk and cost of the Contractor, forfeiting Security amount or any payment due and university shall further be entitled to recover from contractor herein any loss or damage to university from such breach.

- (d) The decision of the Vice Chancellor, HNBGU, as to any matter or anything concerning or arising out of the clauses or any question whether the Contractor or the Contractor-Firm or any of the partner(s) of the Contractor-Firm has committed a breach of any of the conditions contained in the clause shall be final and binding on the Contractor and the Contractor cannot raise any objection thereto at any point of time.

#### **6. *PRECAUTIONARY MEASURES***

- i) All items shall be supplied and all jobs carried out with due regard to the prescribed specifications and terms mentioned in the Supply Order / Purchase Order.
- ii) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorised hands.
- iii) The University shall not be bound by any oral or other representations sought to be made by any officer of the university. Only communication of the Registrar / Officer In-Charge (S&PD) shall have effect. This contract is the full and complete contract between the parties, and no prior discussions, negotiations representations or other offers shall bind the parties. No variations of contract shall bind the parties unless it is in writing and signed by the Registrar of HNBGU.

#### **7. *INFORMATION AS TO WORK IN HAND***

The Contractor shall whenever called upon to do so, give full particulars and information with regard to any work in hand and shall also permit the Registrar, HNBGU, or any other officer deputed by him to inspect the Contractor's premises at all reasonable time to verify the statements. The Contractor shall give all assistance and information as may be required by the Registrar, HNBGU his representative in connection with the Contract(s). He shall also submit in writing when required to do so, detailed explanations of the causes of non-delivery.

## 8. TIME AND PROMPTNESS ARE ESSENCE OF THE CONTRACT

The time specified for delivery or completion of the orders shall be strictly adhered to and time in this respect shall be deemed to be the Essence of the Contract. If the time schedule is not adhered to and the job is delayed for reasons other than beyond supplier's control, the Vice-Chancellor, HNBGU shall be entitled at his option either to:

- (a) Direct to cancel the order, or
  - (b) In cases where the contractor fails to supply part or whole of the supply in the stores within the stipulated time, compensation shall be recovered @ 1% of the cost of the order for each lot for every weeks delay or part of a week (subject to the maximum of 10% of the cost of supply).
  - (c) The Purchase effected at the risk and expense of the firm after giving it due notice and difference in price paid for purchase from other sources recovered from the firm.  
In the event of any action(s) being taken under above, the cancellation of the order will be without prejudice to the right of the HNBGU to recover from the Contractor any loss incurred thereby and the Contractor will not be entitled to any compensation for such cancellation.
  - (d) If the Contractor is not able to supply the ordered items completely within the specified period to the complete satisfaction of the University, the University reserves the right to forfeit the Performance Security, Bid Security as the case may be.
9. (a) If at any time after acceptance of the tender, HNBGU for any reasons whatsoever, does not require the whole or part of the supplies, the Registrar, HNBGU shall be entitled to give a notice in writing to this effect to the supplier, intimating cancellation of the full or part of the quantity yet to be delivered and the supplier shall have no right to claim any payment of compensation or otherwise, whatsoever, on account of any loss direct or indirect suffered / to be suffered by him.
- (b) The Contract can be terminated by the Registrar under the directions from the Vice-Chancellor, HNBGU, at any time by giving 15 (fifteen) days notice in writing without assigning any reasons whatsoever.

## 10. EXTENSION OF TIME

- i) As soon as it is apparent to the Contractor(s) that the respective dates for completion of the supply *cannot be adhered to, an application for extension of time shall be sent to the Registrar, HNBGU*, well in advance without prejudice to the rights of the Registrar, HNBGU, under the Contract, about the failure to execute the Contract in proper time, as aforesaid, shall have arisen from any cause (including strikes, combination of workmen, fire and accidents resulting in stoppage of work in the factory of the Contractor) which the Vice-Chancellor, HNBGU may decide as reasonable ground for any extension of time (and his decision shall be final). He may allow such additional time as he considers to be justified under the circumstances of the case on such terms and conditions as to the payment of liquidated damages or otherwise, including a term enabling the Registrar, HNBGU to obtain supplies from elsewhere, during the said period of extension. The Registrar, HNBGU may in such cases where an extension is given, direct that the Contractor shall pay as agreed, liquidated damages and not by way of penalty, such sum not exceeding 2% of the value of supplies which the Contractor(s) has / have failed to deliver as aforesaid, for each week or part of a week, during which the job may be in arrears and the decision of the Vice-Chancellor, HNBGU, shall be final and binding and the amount so payable shall be recovered by deduction from the bill(s) of the Contractor(s) or otherwise, as may be found necessary.



- ii) All such delayed delivery affected without getting an extension of delivery period shall be deemed to have been accepted by the purchaser with the clear knowledge of the right to levy liquidated damages not by way of penalty, under clause 10(i) of above.
- iii) The pre-receipted bills (in triplicate) should be submitted immediately on completion of the supplies. The supplementary claim if any should also be preferred within 3 months of the last supply made. No request on this account will be entertained after that.
- iv) Extension of time may be considered after verification by HNBGU of reason/s for a delayed supply, if so desired.
- v) *Any additional levies becoming due to government, or any other additional claims from the supplier after the contract period shall not be payable by HNBGU.*

#### **11. INSOLVENCY AND BREACH OF CONTRACT**

The HNBGU may at any time, by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following event, that is to say:

- i) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a Receiver appointed on the Business or an order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignment or if the firm be dissolved under the Partnership Act, or .
- ii) If the Contractor being a company is wound up voluntarily or by the order of a Court or Receiver, Liquidator or Special Officer or Administrator or.
- iii) If the Contractor commits any breach of Contract not herein specifically provided for:

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the University and provided also that the contractor shall be liable to pay to the HNBGU for any extra expenditure, he is thereby put to and the Contractor shall under no circumstances be entitled to any gain or re-purchase.

#### **12. PROCEDURE FOR SUBMISSION OF BILLS**

After making each supply, the pre-receipted bill in triplicate prepared on the basis of the accepted rates should be submitted to the Registrar, HNBGU for necessary action together with receipted delivery vouchers for the supplies made. Payment of bills will be arranged through Finance and Account Division of this University. The HNBGU reserves the right to carry out a post payment audit of the contractor's bill including all supporting vouchers. The HNBGU further reserves the right to enforce recovery of any over- payment coming to light as a result of such audit, by any or all the methods prescribed above.

#### **13. SETTLEMENT OF DISPUTES AND JURISDICTION**



The disputes shall in the first instance be tried to resolve by mutual discussions between the parties within a period of two months failing which only regular courts of Srinagr, Pauri Garhwal will have the exclusive jurisdiction to adjudicate upon the matter.

Supplies under the contract shall, if reasonably possible, continue during the legal proceedings and no payment due to or payable by HNBGU shall be withheld on account of such proceedings.

**14. HEADINGS OF CLAUSES**

The headings of Clauses hereto shall not affect the construction thereof.

**15. NO WAIVER**

No act of omission and commission of HNBGU shall constitute or deemed to have the effect of waiver of any right or entitlements of HNBGU until this contract Language of arbitration shall be English only and both the parties shall bear the cost of arbitration equally.

**16. *AUTHORITY***

No communication, certificate, letter or other document issued for HNBGU shall have any effect for this contract unless it is issued by the Registrar or under his authority.

## Check List /Mandatory Documents to be uploaded

**Note: The Technical Bid shall be instantly rejected, if the following documents are not scanned and uploaded online.**

S.No.	Particulars	Yes/No
1	A copy of Registration letter of the firm/company/agency.	
2	A copy of appropriate PAN Card.	
3	A copy of appropriate registration of GST.	
4	A copy of Income Tax Return of the firm/company/agency (Individual in case sole proprietary firm) for last three financial years.	
5	A copy of work orders of last 5 years (i.e. similar work) and experience certificate.	
6	A copy of the Turnover of last three years signed by C.A. (200 Lakhs per year).	
7	Five sample of the paper of answer booklets with specification proposed to be printed and supplied, duly signed by the manufacturer or his authorized representative should be submitted before the last date of online submission of tender to the office of the Assistant Registrar (S&PD) HN BGU.	
8	A copy of the form of affidavit undertaking by the tenderer regarding non debtors or black listed by any organization.	
9	A copy of an undertaking by the contractor that his near relative is not in service of H.N.B. Garhwal University Srinagar Garhwal Uttarakhand .	
10	A copy of declaration by the Bidder regarding acceptance to Terms & Condition of the Tender.	
11	Production Capacity of the Firm (Please enclosed Certificate)	

## Bidders Profile Form

Sl. No	Firm's Name			
01	Owner's Name			
02	Full Postal Address			
03	E-mail address		Website address	
04	Contact Person's Name		Contact No	
05	GST No (Enclose Xerox copy)		PAN (Enclose Xerox copy)	
06	Shop Act Registration No (Enclose Xerox copy)			
07	Manufacturer or Supplier (In case of supplier please enclose authorization of your Principal)			
08	On line submission of EMD of Rs. 500000.00 (Five Lakh only)			
09	Turnover of last three years signed by C.A.(200 Lakhs per year)			
10	Work experience last Five years, preferably of a Govt. organization (Separate sheet can be attached)			
Note: Supplier must print GST No. and Current Bank Account No with ISBN No. On their Letter Head / Bill / Quotations.				

## Mandate Form

Electronic Clearing Service (Credit Clearing)/Real Time Gross Settlement (RTGS) Facility for Receiving Payments

**Details of Account Holder:**

1	Firm/Contractor/Agency	
2	Name of Accounts Holder	
3	Complete Contact Address	
4	Telephone Number / Mobile Number	
5	E-mail	

**Bank Accounts Details:**

1	Name of the Bank	
2	Branch Name with Complete Address	
3	Telephone Number and E-mail of Bank Branch	
4	Whether the Branch is computerized?	
5	Whether the Branch is RTGS enabled? If yes, then what is the Branch's IFSC Code?	
6	Is the Branch also NEFT enabled	
7	Type of Bank Account (SB/Current/Cash Credit)	
8	MICR Code of Bank	
9	Complete Bank Account Number	
10	Repeat Bank Account Number	

Price Bid**TENDER FOR PRINTING & SUPPLY OF EXAMINATION ANSWER BOOKLETS**

Description of the Items	Quantity	Rate per Answer Booklet in INR(Rs.)		
		Price per Answer Sheet	GST (12%) or as applicable	Total Price
Main Answer Books containing 36 Pages made of “70 GSM with 90% or more brightness Maplitho paper with mills water mark Printing Paper Manufactured by Reputed Paper Mills (Century/Hindustan/Balarpur/J.K./Orient/TNPL.)” with Thread stitching, proper stapling and Serial numbering. The first page containing the columns for student and examination particulars and table for markings and the last page containing instructions to candidates in English and Hindi shall be black in color. It shall contain 20 lines in blue on each page of 34 inner pages with red double-lined left margin. The entire book shall be punched with perforated letters “HNBGU”. <b>Size - 22 cms. X 28cms</b>	<b>Up to 5,00,000</b>			
	<b>&gt;5,00,000 &lt;08,00,000</b>			
	<b>&gt;08,00,000</b>			
Supplementary & Practical Answer Books containing 08 pages made of “70 GSM with 90% or more brightness Maplitho paper with mills water mark Printing Paper Manufactured by Reputed Paper Mills (Century/Hindustan/Balarpur/J.K./Orient/TNPL.)” with thread stitching, proper stapling and Serial numbering. The first page shall contain headings with four line print in black for filling up the students particulars in the right top corner. It shall contain 20 lines in blue on each of all the 08 pages with red double-lined left margin. The entire book shall be punched with perforated letters “HNBGU”. <b>Size - 22 cms. X 28cms</b>	<b>Up to 5,00,000</b>			
	<b>&gt;5,00,000 &lt;08,00,000</b>			
	<b>&gt;08,00,000</b>			

**Note:**

1. The price of above mentioned items shall be filled online only. Scanned copy of this document is not to be attached along with other enclosures.
2. The above price are inclusive of charges for delivering the stores at the premises of the HNBGU at Srinagar Garhwal Uttarakhand / or a place specified by HNBGU at Uttarakhand.

**BANK GUARANTEE PROFORMA**

In consideration for the Vice-Chancellor, Hemvati Nandan Bahuguna Garhwal Univeristy Srinagar Garhwal Utrakhand (hereinafter called "the HNBGU) having agreed to exempt.....  
 .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated..... made between

.....and..... of Performance Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees... (indicated the name of the bank )

Bank") at the request of.....contractor(s) do hereby undertake to pay to the

HNBGU an amount not exceeding Rs..... against any loss or damage caused to or suffered would be caused to or suffered by the HNBGU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement,

- i. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the HNBGU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the HNBGU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
- ii. We undertake to pay the HNBGU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The Payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

- iii. We, .....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the HNBGU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... guarantee thereafter.
- iv. We, further agree with the HNBGU that the HNBGU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the HNBGU against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the HNBGU or any indulgence by the HNBGU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- v. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until... ..Unless a claim or suit under this guarantee

is filed  
with us on before ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL  
BE FORFEITED  
and Bank shall be relieved and discharged from all liabilities therein.

- vi. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- vii. We,... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the HNBGU in writing.`

Dated the .....date of ..... 2020  
For .....  
(Indicate the name of Bank)

Signature.....  
Name of the Officer.....  
(in Block Capitals)  
Designation .....  
Code No.....  
Name of the Bank & Branch.....

**On the letter-head of the manufacturing firm**

**UNDERTAKING**

(Schedule of delivery of the goods within the specified time)

We, \_\_\_\_\_ (name of the firm) hereby undertake to adhere to the time schedule of delivery of the goods within the specified time and are in possession of required infrastructural facilities, machines, and quality assurance equipment and production capacity to produce the quantum of goods required by HNBGU in the tender.

Authorized Signatory

Place : \_\_\_\_\_

Date : \_\_\_\_\_

( With Rubber stamp )



(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.10/-)

AFFIDAVIT

(Before Public Notary, \_\_\_\_\_)

I, \_\_\_\_\_ (Name of the Deponent), S/o \_\_\_\_\_, Aged

About : \_\_\_\_\_ Years, Resident of : \_\_\_\_\_

Do

Hereby solemnly state and affirm as under:

1. That, I am working as \_\_\_\_\_ (Designation of the Deponent) with M/s \_\_\_\_\_ (Name & Address of the Firm / Company) since \_\_\_\_\_ years ;
2. That, I am the Authorized Signatory / have been duly authorized to execute this affidavit on behalf of the above-named Firm / Company and as such competent to swear this affidavit. The duly certified copy of the Authorization Letter / Board Resolution to this effect is enclosed as Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy in the scanning, processing and scoring of result and shall not interpolate / manipulate or tamper with the score.
5. That, in case any such incident is noticed, penalty as imposed by the Hon'ble Vice- Chancellor of the Hemvati Nandan Bahuguna Garhwal University shall be payable by us.
6. That, I take oath and solemnly declare/affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there is no legal/criminal proceedings pending/contemplated against our firm or any staff members of our firm relating to designing, printing, supply, answer books (main & supplementary). It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black- listed by any Organization/Company.

9. That, I provide hereunder the following details of penalty imposed \*, etc. on the Firm /Company by any Organization/Company by way of monetary penalty or any other mode :

No.	Details of Organization / Company, etc.	Details of penalty imposed, etc.

(\*).Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

DEPONENT

Place : Date :

Article I.VERIFICATION

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ that the contents of Para (1) to Para (10) of the above affidavit are true and correct to the best of our knowledge and belief and nothing has been concealed there from.

(NOTARY PUBLIC)

Important Note: The date of issuance of Stamp-paper should necessarily be between the opening and closing dates of the Tender (Both dates inclusive).

DEPONENT

ATTESTED

(NOTARY PUBLIC)

Important Note: The date of issuance of Stamp-paper should necessarily be between the opening and closing dates of the Tender (Both dates inclusive).

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

I/We Director(s)/Authorized Signatory of of M/S \_\_\_\_\_ hereby declare that the Company has not been blacklisted or debarred in the past by H.N.B.Garhwal University Srinagar Garhwal or any other Government Department/Organization/Under Taking from taking part in Government tenders.

Or

I / We Director(s) of M/S. ----- hereby declare that the Company namely M/S.-  
----- was blacklisted or debarred by  
H.N.B.Garhwal University Srinagar Garhwal, or any other Government Department from taking part in  
Government tenders for a period of \_\_\_\_\_ years  
w.e.f.----- ----- . The period is over on ----- and now the company is entitled to take part in  
Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be  
rejected/cancelled by H.N.B.Garhwal University, and EMD shall be forfeited.

In addition to the above, by H.N.B.Garhwal University, will not be responsible to pay the bills for any  
completed / partially completed work.

SIGNATURE OF THE BIDDER WITH SEAL

PERFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN HEMVATI NANDAN  
BAHUGUNA GARHWAL UNIVERSITY SRINAGARA GARHWAL

I/We, Owner / Director/Authorized Signatory of the company M/s .....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in H.N.B.Garhwal University, Srinagar Garhwal as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, H.N.B.Garhwal University, Srinagar Garhwal shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in- law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

**Certificate will be given by all the Owner/Director/Authorized Signatory of the company/Firm (or company secretary on behalf of all directors). Any breach of these conditions by the company/Firm, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.**

1. Name of Director \_\_\_\_\_  
Signature \_\_\_\_\_

2. Name of Director \_\_\_\_\_  
Signature \_\_\_\_\_ **OR** \_\_\_\_\_  
(Name of Owner/Director/Company Secretary)

3. Name of Director \_\_\_\_\_ Signature \_\_\_\_\_  
\_\_\_\_\_ Stamp \_\_\_\_\_

4. Name of Director \_\_\_\_\_ Signature \_\_\_\_\_ Stamp \_\_\_\_\_

## Section XVI

### DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS OF THE TENDER

- A. I/We, Owner/Director/authorized signatory of the Company/Firm M/s \_\_\_\_\_, is competent to sign this declaration and execute this tender document.
- B. I have carefully read understood and accept all the terms and conditions of the tender and undertake to abide by them.
- C. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**SIGNATURE OF THE BIDDER WITH SEAL**

## Instructions for Online Bid Submission through MHRD e-Bidding Portal

The bidders are required to submit soft copies of their bids electronically on the e-bid Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://mhrd.euniwizarde.com>, prepare their bids in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://mhrd.euniwizarde.com>

### REGISTRATION

1. Bidders are required to enroll on the e-Procurement Portal (<https://mhrd.euniwizarde.com>) by clicking on the link “Online bidder Registration” on the e-bid Portal by paying the Registration fee of Rs. 2360/- per year charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal.
8. **ASSISTANCE TO BIDDERS:**
  - (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the HNBGU helpdesk is 01346-250115, 9411109898 between 10:30 hrs to 17:00 hrs.
  - (ii) For any Query contact to our **helpdesk Number 011-49606060, Email: [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com),** University Help Line Number : 9411109898

### SEARCHING FOR BIDDING DOCUMENTS

9. There are various search options built in the e-bid Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Item/work id, Title, Date, etc
10. Once the bidders have selected the bids they are interested in, the bidder can pay the processing fee by net-banking / Debit / Credit card and then download the required documents / bid schedules, Bid documents etc as mentioned on website. Once processing fee is paid, it will be moved to the respective “requested” Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is any addendum and corrigendum issued to the bidding document.

## **PREPARATION OF BIDS**

11. Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids.
12. Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
14. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders should use “My Documents” available to them to upload such documents.
15. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

16. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
18. Bidder has to select the payment option as “Online mode or Bank Guarantee” as to pay the EMD as applicable and enter details of the instrument.
19. In case of Bank Guarantee scanned copy of BG should be uploaded along with bid. . The original Bank Guarantee shall be submitted to office of the concerned official of Hemvati Nandan Bahuguna Garhwal University as per schedule mentioned in the bid document. Non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG , physically submitted should match with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will be rejected.
20. \*Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

21. The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
22. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
23. The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
24. Upon the successful and timely submission of bid click “Complete“ (i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
25. The bid summary has to be printed and kept as an acknowledgement of bid submission.

#### **ASSISTANCE TO BIDDERS**

1. **For any Query contact to our helpdesk Number 011-49606060, , Email [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com)**
2. **Helpdesk Number University : Executive Engineer - 9411109898**

### **SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

#### **General:**

These Special Instructions (for e-Tendering) supplement ‘General Instructions to Bidders’ (GIB), as given in the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, H.N.B.Garhwal University Srinagar Garhwal has decided to use the <https://mhrd.euniwizarde.com> through Central Public Procurement Portal, Ministry of H.R.D., Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

#### **Instructions:**

- a. **Tender Bidding Methodology:**  
Through electronic tendering.
- b. **Broad outline of activities from Bidders prospective:**
  - i. Procure a Digital Signing Certificate (DSC)



- ii. Register on <https://mhrd.euniwizarde.com>
- iii. Create Users and assign roles on <https://mhrd.euniwizarde.com>
- iv. View Notice Inviting Tender (NIT) on <https://mhrd.euniwizarde.com> or [www.hnbggu.ac.in](http://www.hnbggu.ac.in)
- v. Download Official Copy of Tender Documents from <https://mhrd.euniwizarde.com> or [www.hnbggu.ac.in](http://www.hnbggu.ac.in)
- vi. Bid-Submission on <https://mhrd.euniwizarde.com>: Prepare & arrange all document/paper for submission of bid online only.
- vii. Utmost care may be taken to name the files/documents to be uploaded on <https://mhrd.euniwizarde.com>.
- viii. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -VII (Excel Format) shall be filled online only.

**[For participating in this tender online, the following instructions need to be read carefully..](#)**

**c. Digital Certificates:**

For integrity of data and its authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA).

**d. Registration:**

To use the MHRD Portal (<https://mhrd.euniwizarde.com>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (<https://mhrd.euniwizarde.com>).

**Note:** Please contact Helpdesk (as given below), to get your registration accepted/activated.

**Help Desk No.:**

**Number 011-49606060, Email [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com),**

University Help Line Number : 9411109898

**e. Bid related Information for this Tender**

The entire bid-submission would be online on <https://mhrd.euniwizarde.com>. Broad outline of submissions area follows:

- i. Submission of Bid Security/Earnest Money Deposit (EMD)

**Note: 1.** The Bidder has to upload the Scanned/ self attested copy of all above mentioned original documents during Online Bid-Submission.

**Note:2. Special Note on Security of Bids:** The bid EMD/Bid Security/Security Deposit can be submitted online only. Through available modes of payment on the e-Procurement portal. Refer to the instructions to the bidders and bidder manuals for more details.

**f. Other Instructions:-**

For further instructions, the vendor should visit the home-page of the portal (<https://mhrd.euniwizarde.com> or [www.hnbggu.ac.in](http://www.hnbggu.ac.in)).

**The following ‘Four Key Instructions’ for BIDDERS must be assiduously adhered to –**

- a. Obtain individual Digital Signing Certificate (DSC) well in advance of your first tender Submission.
- b. Register your organization on <https://mhrd.euniwizarde.com> well in advance of your first tender submission deadline.
- c. Get your organization’s concerned executives trained on <https://mhrd.euniwizarde.com> using online training module well in advance of your tender submission deadline on <https://mhrd.euniwizarde.com>.
- d. Submit your bids well in advance of tender submission deadline on <https://mhrd.euniwizarde.com> (HNBGU should not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the <https://mhrd.euniwizarde.com>, the fourth instruction is relevant at all times.

**g. PRICE SCHEDULE:**

1. PRICE fills online only.
2. **The rate of items shall be filled online only. Scanned copy of this document is not to be attached along with other enclosures.**