



NATIONAL INNOVATION FOUNDATION - INDIA
(Autonomous Body of Department of Science & Technology, Govt. of India)

TENDER DOCUMENT
FOR
PRINT WORK CONTRACT

Cost of the Tender Rs. 500/-

Date of Tender Issue	: 08/07/2017 at 11:00hrs
Last date of Tender Submission	: 21/07/2017 at 11:00hrs
Opening of Technical Bids	: 21/07/2017 at 11:00 hrs
Estimated cost of Tender	: Rs 5,00,000/-

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NATIONAL INNOVATION FOUNDATION - INDIA
(Autonomous Body of Department of Science & Technology, Govt. of India)

1. NOTICE INVITING TENDER FOR PRINT WORK

NIF-India invites sealed tenders in Two-Bids (Technical & Financial) for print work. Interested parties may download the tender document from www.nif.org.in/www.eprocure.gov.in. The complete tender should reach National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 latest by 11:00 hrs on 21/07/2017.

Tender no: NIF/2017/ADM/004

2. IMPORTANT DATES AND INFORMATION

SR. No.	FAQ	Answer
1	Cost of Tender Document	Rs. 500/-
2	EMD	2% of contract amount, Demand Draft should be submitted in favor of National Innovation Foundation - India, payable at Ahmedabad
3	Performance Security Deposit	5% of contract amount by Demand Draft should be submitted in favor of National Innovation Foundation - India. (Applicable for successful bidder only)
4	Address and place of Submission of Tender	National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650
5	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person
6	Venue of opening tender	National Innovation Foundation-India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650
7	Duration of contract	The contract shall be valid for a period of one year from the date of issue of work order. However, contract may be renewed for further period upon mutual consent of both the parties on existing terms and conditions. It will be entirely at the discretion of The Director, National Innovation Foundation-India to extend it or not.
8	Last date of submission	21/07/2017

SCOPE OF WORK

(A) Service

Printing work as specified in the description of items listed in Annexure V.

(B) Period of Contract

Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. However, contract may be renewed for further period upon mutual consent of both the parties on existing terms and conditions. It will be entirely at the discretion of The Director, National Innovation Foundation-India to extend it or not.

(C) Quantity & estimated cost

Estimated quantity of items required are mentioned in the Description of Items: Annexure V, however it should be clearly noted that NIF-India shall place the order only as per the actual requirements from time to time. The estimated value of the work will be Rs 5,00,000/- (Rupees Five Lakhs only).

(D) Supply Requirements

The supply of items shall be made to NIF office within 3 (Three) working days of issued for print job. NIF-India shall have the authority to place order for supply of items/job beyond office hours and on holidays, for which, no additional payment will be made by NIF-India office.

Date:
with stamp of the firm)

(Name and Signature of Tenderer Place:

3. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER

For the purposes of this Tender Document, the National Innovation Foundation - India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650 shall be referred to as 'NIF' and the intending, participating and successful bidders to this Tender Document shall be referred to as 'BIDDER/CONTRACTOR'

The tender document may also be downloaded from our web site www.nif.org.in/www.eprocure.gov.in. The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.500/- along with the tender document; else tender document for the bid will not be accepted.

(A) INSTRUCTIONS:

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The bids shall be filled in by the Bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NIF to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non - responsive.
- (4) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.

- (5) The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- (6) The tender documents shall not be transferable.
- (7) In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. NIF-India will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of NIF-India.
- (8) NIF reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, updates will be made only on NIF website (www.nif.org.in/tenders), NIF may use in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- (9) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NIF shall not be liable in any manner for the same.
- (10) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder. NIF reserves the right to qualify/disqualify any applicant without assigning any reason. In case the date fixed for opening of bids is a public holiday or is subsequently declared as holiday by the NIF-India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day. Time and venue remaining unaltered.

- (11) NIF-India reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with NIF-India.
- (12) NIF-India reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
- (13) No sub-contracting is permissible. Conditional bid will not be accepted, the right to accept/reject (part/whole) or any other tender(s) at their sole discretion without assigning any reason thereof. Its decision in the matter shall be final and binding.
- (14) The person signing the tender form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has the authority to bind such other person or the firm, as the case may be, in all matters pertaining to the contract including the arbitration clause.
- (15) If the item supplied by the bidder is not found satisfactory or not conforming to the specification, NIF-India reserves the right at its discretion and without any claim for compensation to the contractor, either cancel the order altogether or modify the quantity ordered. In deserving cases firm may be black listed for failure to comply as per terms.

(B) EARNEST MONEY DEPOSIT (EMD):

- (1) The bidder shall furnish, as part of the bid, a EMD of Rs.10, 000/- (2% of estimated tender value) in the form of Demand draft drawn in favour of National Innovation Foundation, payable at Ahmedabad.
- (2) The bid security of the unsuccessful bidder will be discharged/returned at the earliest after completion of the tender process.
- (3) The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily and furnishing the performance security.

(C) MODE OF SUBMISSION OF BID

- (1) The sealed bidding documents should be delivered in the Administration Section of NIF on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "Technical Bid" and "Financial Bid" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Print Work". This third envelope should be sealed (**glued along with tapped;** stapled or open tender will be forfeited) and delivered to:

"The Director / Chief Innovation Officer, National Innovation Foundation - India, Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650."

- (2) Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.
- (3) Technical Bid should contain duly filled cost of tender (Rs. 500/ -), Bid form/EMD form along with demand draft of Rs. 10, 000/- (Annexure-I), Letter of Authorization for attending Bid opening (Annexure -II), Agency Details (Annexure -III), and Documents establishing bidder's eligibility.
- (4) Financial Bid should contain only the duly filled Price Quotation (Annexure IV).
- (5) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words in Indian Currency (INR) only. The words shall be written clearly in English and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NIF shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures, then the rate quoted in words shall be taken as correct.
- (6) All the covers should be superscripted as **"Tender for Print Job"**

(D) METHOD OF TENDERING SIGNATURE

- (1) The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person (s) making the Bid and must be duly signed and sealed by the Bidder

with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.

- (2) Each page of the Tender documents must be stamped and signed by the person or authorised persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents and pages not so signed is liable to be rejected at the discretion of NIF. **“NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT”**.
- (3) A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (5) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (6) Bids not conforming to the above requirements of signing is liable to be disqualified at the discretion of NIF.

(E) MODIFICATIONS & WITHDRAWAL OF BID

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NIF or any modification or amendment made by NIF in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such time frames shall be rejected.
- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited by the NIF.

(F) AMENDMENT TO BID DOCUMENT

- (1) At any time, prior to the date of submission of bid, NIF-India may, for any reason whether at its own initiative or in response to a

clarification required by a prospective bidder, modify the bid document by amendments.

- (2) The amendments will be updated on NIF website only.

(G) OPENING OF BID

- (1) NIF shall open the bids Technical and Financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorised representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same (Annexure II).
- (2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NIF shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained and in absence of any bidders or his representative, the tender shall not be allotted to them.
- (3) The Bidders and their authorised representatives participating in the opening shall be required to sign the attendance sheet.
- (4) If the Technical Bid is found complete in all respect, then only Financial Bid will be opened, otherwise the Financial bid will be returned to the bidder without opening it.

(H) RIGHT OF REJECTION OF TENDER

- (1) NIF reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.
- (3) NIF reserves the right to split the scope & quantity to more than one agency among the Bidders.
- (4) NIF reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NIF.

- (5) Notwithstanding anything mention in the contract or tender documents, NIF reserves the right to seek previous work orders, references etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract.
- (6) Quotations qualified by such vague and indefinite expressions such as 'subject to prior confirmation' "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
- (7) Late/delayed tenders received in NIF-India due to any reason whatsoever will not be accepted under any circumstances.

(I) EVALUATION & AWARD OF CONTRACT

- (1) NIF shall, upon evaluation of the bids submitted, award the contract to the bidder who is evaluated to be qualified to perform the contract satisfactorily and whose quotation has been determined to be substantially responsive and evaluated as the highest score (Combining of Technical and Financial details) in conformity with the requirements of the specifications and documents contained herein.
- (2) Contract shall be awarded to the firm(s) offering the lowest/net bundled price and not with reference to the lowest prices quoted for the sub-items. However, if prices for each and every item are not quoted, Net-bundled price offered shall not be accepted.
- (3) The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order, which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within seven days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.
- (4) The tenderer(s) whose rate is accepted will be notified for the award of contract by the institute prior to expiration of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this tender Enquiry.
- (5) In case two firms offering the lowest net bundled price evaluated prices then only item-wise rate will be evaluated for those two firms

and the contract will be awarded to the two firms item-wise on L1 basis.

- (6) NIF reserve the right to conclude parallel rate contracts with such number of suppliers and place orders on any or such firms that may be the most economical to it or suitable to its requirements
- (7) Further, the successful bidder shall pay an amount of 5% of yearly Contract amount towards Performance Security which will be adjusted from the EMD.
- (8) After the successful Bidder has accepted the Letter of Intent or Letter of Award/Work Order, the successful Bidder shall be required to enter into a written contract with NIF within a period of seven days from the date of receipt of such letter. The contract shall be as per the terms and conditions mentioned herein and it shall be drafted by NIF and its Advocates & Solicitors. Upon such contract document being executed, the print work contract shall be deemed to have been awarded and the tender process finalized. If the successful bidder does not come to execute the contract or to accept the LOI, then would go to L2 and the earnest money/security deposit of original successful bidder shall be forfeited.

4. MINIMUM ELIGIBILITY CONDITIONS

- (1) The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall be submitted).**
- (2) Bid Security (EMD): EMD for Rs 10,000 (2% of contract amount) is to be submitted along with the tender document only in the form of Demand Draft drawn in favour of "National Innovation Foundation - India" Payable at Ahmedabad.
- (3) Be an Indian company/firm engaged in printing work having its capacity to supply to the office of National Innovation Foundation-India at Grambharti, Amrapur, Gandhinagar - Mahudi Road, Gandhinagar - 382650, Gujarat, India within 3 working days of the placement of order. (Copy of Registration certificate as per existing norms, indicating legal status i.e. company/partnership firm/ proprietorship etc. to be enclosed.
- (4) An experienced supplier having good track record and client satisfaction of supplying the said printing items.
- (5) Have a valid Printing/Trading License issued by Municipal/ Locals District Council Authorities as applicable.
- (6) Have been registered with Sales Tax/VAT/GST authorities. (Copy of CST/VAT/TIN/GST registration certificate to be enclosed).
- (7) Have PAN allotted to him by IT Department (Copy of PAN card to be enclosed)
- (8) Certificate of declaration
- (9) Experience/Certificate for completion of work for past projects should be attached.

Date:

Place:

**(Name and Signature of Tenderer) (with
stamp of the firm)**

SPECIAL CONDITIONS OF CONTRACT

The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in Section I and General terms and conditions of the contract as contained in section II and wherever there is a conflict, the provisions herein shall prevail over those in section I and General terms and conditions of the contract.

(A) CONTRACT PERIOD

- (1) The contract shall be for a period of one year from the date of award of the contract (“**Contract Period**”).
- (2) NIF may, in its discretion, renew the contract for a further term of two years upon the same rates and the same terms and conditions as applicable to the present contract. Such renewal shall be subject to and based on the evaluation of the performance of the Bidder/Contractor during the Contract Period. However, it is hereby clarified that even if the performance of the works of the Contractor during the contract period are satisfactory, a renewal of the contract shall be made only if NIF, in its discretion, deems it fit and agrees to renew the same and NIF shall not be under any obligation to state the reasons for its refusal to renew the contract.
- (3) Without prejudice to the above after expiry of the Contract Period, NIF reserves the right to extend the contract from time to time on same terms and conditions without renewing the contract.
- (4) Prices shall remain fixed and valid during the period of contract.

(B) CONTRACT PERFORMANCE GUARANTEE

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) by way of a Demand Draft drawn in the name of ‘National Innovation Foundation-India’ payable at Ahmedabad as security for the due performance of the Contractor’s obligations.
- (2) The said SD shall be equivalent to 5% of the total contract value and shall be retained by NIF during the entire Contract Period and for a further period of 12 months after the determination of

the Contract Period. The same shall be returned to the Contractor after settlement of all dues.

- (3) In the event the contract is terminated by NIF on account of the unsatisfactory services by the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NIF.
- (4) Any delay in submission of initial SD will entitle NIF to cancel the contract.

GENERAL CONDITIONS OF CONTRACT

(A) APPLICATION

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or unless otherwise agreed by NIF-India

(B) PERFORMANCE SECURITY

- (1) The successful bidder shall be required to deposit an amount equal to 5% of the contract value within 15 days from the date of signing the agreement (Vide section III, Form 1).
- (2) Performance Security shall be submitted in the form of Demand draft or Bank Guarantee (Vide Section-III, Form-6) drawn in favour of National Innovation Foundation.
- (3) Performance Security will be discharged after completion of contractors' performance obligations in accordance with Clause B (2) of the Special Conditions of Contract.
- (4) If the contractor neglects or fails to perform any of the obligation mentioned under the contract, NIF has the right to forfeit, either wholly or any part of performance security, as deem fit by NIF, as a penalty for such negligence or failure.

(C) EXECUTION TIME LIMIT

The time period, as stipulated in the purchase order or letter of intent, shall be deemed to be essence of the contract.

(D) PAYMENT TERMS

- (1) The bill for the work prepared on the basis of the accepted rates will have to be submitted in favour of NIF-India.
- (2) The bill raised by the firm should have all tax registration numbers printed on the bill. Validity of the tax registration during the currency period of contract shall be the sole responsibility of the firm.
- (3) Payment shall be made on receipt of goods against bill for the supply made after the good/items have been checked and accounted and there is no damage/shortage.

- (4) The payment is released through crossed cheque against bills and Income Tax and other taxes, if any, shall be deducted against bills submitted.
- (5) Bills may be submitted within 15 days of supply.
- (6) NIF shall not be obliged to make payment of good or item rejected.
- (7) The prices/rates quoted should be indicated in words as well as in figures and in INR only.
- (8) Tenders are requested to quote their prices on a firm and fixed basis only for the entire period of the rate contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway.

(E) DELAY AND LIQUIDATED DAMAGES

- (1) If delivery is not made within stipulated time and NIF-India is required to make purchase from outside at higher rates, the loss sustained shall be deducted from the bills of the contractor.
- (2) Irrespective of the fact as to whether or not the NIF-India makes purchases from outside, the NIF-India may impose penalty of 0.5% of value of order for every week's delay or part thereof, for a period up to 10 (Ten) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof, for another Ten weeks of delay in complying with the date of delivery of the items for delayed supply and/or undelivered material/supply on each such occasion/default. This amount of liquidated damages shall be paid by bidder to NIF-India or may be recovered by NIF-India from the bills of bidder.
- (3) Quantum of liquidated damages assessed and levied by the NIF-India and decision of the NIF-India thereon, shall be final and binding on bidder.

Provided further, the same shall not be challenged by bidder either before Arbitration tribunal or before any Court. The same should stand specifically excluded from the purview of the arbitration clause, as such, the same shall not be referable to arbitration.

- (4) In case the supply is not completed in stipulated or agreed delivery period as indicated in work/purchase order, or bidder's breach of terms and conditions of contract, NIF-India reserves the right

to cancel/terminate the purchase order and or recover/impose liquidated damages or forfeit performance security for default.

(F) TERMINATION OF CONTRACT

The NIF-India may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- (1) If the agency/contractor fails to supply the items within the period Specified and agreed in the contract or any extension thereof granted by NIF-India.
- (2) If the agency/contractor fails to perform any other obligation(s) mentioned under the contract
- (3) If the performance is found to be not of reasonable merchantable standards or is found to be unsatisfactory due to the negligence of the agency/contractor and depending upon the severity of negligence, NIF-India reserves the right to blacklist the agency/contractor from further participation in any of NIF-India tenders/contracts. The decision of NIF-India shall be final in this regard.

(G) TERMINATION FOR INSOLVENCY

NIF-India may, also by giving written notice and without compensation to the agency terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action.

(H) FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) or any other such events.

Provided that notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence of the events, neither party shall, by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance under the contract shall be

resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of NIF-India as to whether the supplies have been so resumed or not shall be final and conclusive.

Provided Further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

(I) ARBITRATION

The conflicts or disputes that may arise in relation to the subject, content, interpretation, implementation and enforcement of this agreement will be solved, firstly, by the Monitoring Committee setup jointly for good governance. If the issue is not resolved by the Monitoring Committee then, the dispute shall be referred to arbitration before a Sole Arbitrator appointed by the mutual consent of NIF - India and the Contractor in accordance with the provisions of the Arbitration and Conciliation Act, 1996

SET OFF - Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by NIF-India and set off the same against any claim of NIF-India for payment of a sum of money arising out of this contract or under any other contract made by the Supplier with NIF-India.

(J) INDEMNITY

The Contractor shall indemnify and keep harmless NIF from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIF which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(K) AMENDMENT

No amendment or modification or waiver of any provision of the present contract, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective, unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(L) SETTLEMENT OF DISPUTES

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by

(M) GOVERNING LAW & JURISDICTION

This contract shall be governed by the Laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction to try and heard the disputes arising hereunder.

ANNEXURE - I
BID FORM/EMD FORM
Tender No.: NIF/2017/ADM/004

Date: -----

To,

The Director,
National Innovation Foundation-India,
Grambharti, Gandhinagar – Mahudi Road,
Gandhinagar – 382 650, Gujarat

Dear Sir,

1. We, undersigned, offer to supply printing items in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will deposit an amount equal to 5% of the contract sum in the form of Demand draft or in the form of a bank guarantee for due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. Along with the bid, we have submitted EMD of Rs. 10,000/- in the form of Demand draft in favour of National Innovation Foundation-India payable at Ahmedabad.

Dated this Day of 2017

Signature of

In capacity of
Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....Signature

ANNEXURE - II

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No.: NIF/2017/ADM/004

To

The Director,

National Innovation Foundation-India
Grambharti, Gandhinagar - Mahudi Road,
Gandhinagar - 382650, Gujarat

Subject: Authorization for attending bid _____ (date) opening
on the Tender of _____ .

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf (Bidder) in order of preference of given below.

Order of Preference	Name	Specimen Signatures
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Preference I	:	
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Preference II	:	
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Alternate Representative	:	
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Signatures of bidder	:	
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or

Officer authorized to sign the bid
documents on behalf of the bidder

Note:

1. Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

ANNEXURE - III

AGENCY DETAILS

(Including performance records, financial viability etc.,)

- Name of agency/company :
- Owner's name/Director's name :
- PAN number :
- Income tax A/C No. & Amount
of tax paid during last financial
year (proof to be enclosed) :
- Tin number of the agency/company :
- Address of show room :
- Telephone/Mobile Nos. :
- Banker's name & address :
- Experience (years) :
- List of major clients (enclose copy of orders/contracts along with items, item
details, performance report
- Any other information/documents which may help NIF-India in assessing
tenderer's capabilities for award of contract

ANNEXURE - IV

(PRICE SCHEDULE AND DESCRIPTION OF PRINT ITEMS)

S.No.	Requirements	Unit	Total Quantity	Rate Per Unit (Including TAX, Transportation)
1	Letter Head - A4 Size, 80 GSM (Ivory Color Paper), Single side, Color Print	Nos.	7,000	
2	Window envelope - A4 size, 80 GSM (Ivory Color Paper), Single Side, Color Print	Nos.	7,000	
3	Window envelope - 4.2X9.25 (inch), 80 GSM (Ivory Color Paper), Single Side, Color Print	Nos.	7,000	
4	Small Booklet - A5 Size, Title & Back Page 300 GSM (Matt Finish) - 4 Pages , Inner Page - 210 GSM (Glossy Paper) - 12 Pages, (Color Print) (Perfect Binding to be done with Stapled pin) Total 16 pages of book to be considered (including front and back)	Nos.	25,000	
5	Poster - A2 size, 130 GSM (Glossy Paper), Single Side, Multi Color Print	Nos.	25,000	
6	Nomination Forms - A4 size, 75 GSM (Normal Paper), Double Side, Multi Color Print	Nos.	2,000	
7	CD sticker - 75 GSM (Multi Color Print)	Nos.	7,000	
8	Banner (Star Flex) (Approx 3500 sqft.)	Sq.ft		
9	Brochure - 9"X8", Page 300 GSM (Matt Finish, Hano Paper) - 8 Pages , (Multi color print), UV on logos to be done	Nos.	5,000	
10	Kit Folder - 9"X12", 300 GSM (Matt Finish) with pocket on inside right page, 4 pages, Multi Color Print, UV on logos to be done	Nos.	5,000	
11	Note Pad - A5 size, Title & Back Page 300 GSM (Glossy Paper), Inside 50 Pages 70 GSM, Multi Colour, Spiral Binding	Nos.	5,000	

Note: NIF prefers to buy eco-friendly and green products and therefore reserve the right to change item specifications in any above items in categories. The vendor shall have to get approval the samples of eco-friendly and green products from NIF authority for the same.

Paper samples can be checked at NIF Office (Grambharti, Gandhinagar) on working days from 11:00 AM to 5:00 PM.

ANNEXURE - V

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the National Innovation Foundation-India (hereinafter called 'NIF-India') having agreed to exempt (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No..... dated.....made between and for the supply of(hereinafter called "the said agreement "), of performance security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for we, (name of the bank).....(hereinafter refer to as "the bank") at the request of(contractor(s)) do hereby undertake to pay to the NIF-India an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by NIF-India by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank)do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NIF-India 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 contractors(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 where the decision of NIF-India in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding

3. We undertake to pay to the NIF-India 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 our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank)..... 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 NIF-India under

or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (office/Department) NIF-India certifies that the terms and conditions of the said Agreement have been fully or 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 expiry of ONE/TWO/TWO AND HALF/THREE YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the NIF-India that the NIF-India 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 NIF-India 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 on the part of the NIF-India or any indulgence by the NIF-India 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NIF-India in writing.

Dated the _____ day of _____ for
(indicate the name of bank)

ANNEXURE - VI
SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

AGREEMENT:

The agreement is made on this _____ day of _____ 2017 between M/s. _____ herein referred to as the contractor carrying on the business under the name and style of M/s. _____ of the one part.

National Innovation Foundation-India, acting through the **Director**, hereinafter referred to as the other part whereas the said contractor has agreed with the **National Innovation Foundation-India**, for supply of required items in conformity with the requirements & specifications.

Now this indenture witness that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake to supply the Printing items and general items as referred in Tender No. NIF/2017/ADM/ as per the requirement. This is in respect to their bid letter no. dated at the rates quoted by contractor. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.

2. The supply of the printing items i.e. which are not in conformity with the requirements/ specifications are liable to be rejected.

3. This contract shall be effective from _____ to _____. The Tender is valid for a period of one year from the date of signing of/ opening of the tender. The contract may be extended with the same terms and conditions and rates with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty of 0.5 percent (%) of the P.Os shall be imposed for every week's delay or part thereof for a period upto 10 (Ten) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another Ten weeks of delay in complying with the date of delivery of the items for delayed supply and/or undelivered material/supply on each such occasion/default.

4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **The Director** on behalf of NIF-India will be entitled to appropriate the said sum to any damage, penalties and other sums

which the contractor may be required to pay in case the contractor fails to perform / fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.

5. The security deposit shall be released after two months after successful completion of the work at the end of the contract period including the extended period, if any

6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director, NIF-India or any person nominated by him .The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

7. The Security deposit is liable to be forfeited to the NIF - India without any prejudice to any other rights and remedies of NIF-India in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the term of the contract including the extended period if any.

8. That the tender schedule, instructions to the bidders and terms and conditions shall also form part of the agreement. That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and NIF has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the
authorized official of

Company/Firm
Foundation
Signature:
Name :
Address :

Signature of the

National Innovation
Foundation-India

Signature :
Name :
Address :

WITNESSES

1.

2.

ANNEXURE - VII

DECLARATION FORM

I _____ Son/Daughter of _____ /
W/O _____ R/O _____ hereby confirm and
declare that my/our firm/company M/s..... is not
blacklisted/delisted or debarred or on Holiday list with any company of Private/Public
Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.

In case at any stage, it is found that the information given by me is false/ incorrect, NIF-
India shall have the absolute right to take any action as deemed fit/ without any prior
intimation to me.

Sign:

For and on behalf of the Bidder

Name : _____

Position : _____

Date : _____

ANNEXURE - VIII
Check list for Technical Bid

Format for technical bid of the tender (NIF/2017/ADM/004)

Bidder's detail: _____

Sl. No.	Description of requirement	Enclosed	Enclosure No.
1.	Demand Draft of Rs 500/- as tender fees enclosed in separate envelope along with Technical Bid	Yes/No	
2.	Demand Draft of Rs 10,000/- as EMD enclosed in separate envelope along with Technical Bid	Yes/No	
3.	Whether the firm is registered with proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in printing services	Yes/No	
4.	Declaration by the bidder that he /she has not been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs	Yes/No	
5.	Copies of Balance Sheet and Income Tax Return for last 3 years duly certified by CA	Yes/No	
6.	Copy of Registration Certificate/ Allotment Letter of PAN / TAN from Income Tax Dept.	Yes/No	
7.	Copy of Registration Certificate/ Allotment Letter of Service Tax / GST and VAT, document relating to TIN.	Yes/No	
8.	Details of other organizations where similar work has been carried out	Yes/No	
9.	Agency profile indicating Experience in years/ Number of similar exhibitions executed/ Working with/for various departments of Government of India/ State Government along with supporting documents.	Yes/No	
10.	Copies of awards / recognitions/ certificates	Yes/No	
11.	Financial Bid /quotation completed and sealed in a separate envelope	Yes/No	

Declaration of the Agency:-

This is to certify that I/We before signing this submission have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Agency with seal)

Place:

Date:

Name: