



### **E-TENDER DOCUMENT**

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement and extendable for one more year/may further extended as per requirement of AIIMS, Bhubaneswar on mutually agree terms and conditions.

### **Notice Inviting E-Tender**

E-Tender No.: 11051/008/AIIMSBBSR/EXAMCELL/2023-24/10

Dated: 11 -05-2023

The Executive Director, AIIMS Bhubaneswar, invites e-Tender/E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents/ Distributors/ Dealers on-line through E-procurement solution portal of AIIMS Bhubaneswar (<https://www.eprocure.gov.in> & <https://aiimsbhubaneswar.nic.in/tender.aspx>) as per terms and conditions contained in this document for satisfactory performance for Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order dated 04 Jun 2020 and 16 Jun 2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification.

Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

*E-Tendering Portal:*

<https://www.eprocure.gov.in>

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Sr. Procurement-cum Store Officer(I/c)  
AIIMS, Bhubaneswar

## E-TENDERING SCHEDULE

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,Bhubaneswar on mutually agree terms and conditions.

|                                                                                          |   |                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal  | : | As per e-Tendering Portal of AIIMS Bhubaneswar and CPP Portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> & <a href="https://aiimsbhubaneswar.nic.in/tender.aspx">https://aiimsbhubaneswar.nic.in/tender.aspx</a> for downloading/ participating                                                                                                      |
| Last Date of downloading/participating in the E-Tendering Solution for this E-Tender     | : | As per e-Tendering Portal of AIIMS BBSR <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> & <a href="https://aiimsbhubaneswar.nic.in/tender.aspx">https://aiimsbhubaneswar.nic.in/tender.aspx</a>                                                                                                                                                           |
| Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope | : | As per e-Tendering Portal of AIIMS, Bhubaneswar <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> & <a href="https://aiimsbhubaneswar.nic.in/tender.aspx">https://aiimsbhubaneswar.nic.in/tender.aspx</a> in the Tender box kept at the Office of the Executive Director ,Mini Board, 1st Floor , Administrative Block, AIIMS, Bhubaneswar -751019 (Odisha) |
| Date, Time & Place of Opening of Technical Bid                                           | : | The Technical Bid will open online as per the schedule given in the <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> & <a href="https://aiimsbhubaneswar.nic.in/tender.aspx">https://aiimsbhubaneswar.nic.in/tender.aspx</a>                                                                                                                               |
| Tender Document Cost payable to AIIMS Bhubaneswar                                        | : | To be downloaded from website hence no cost applicable.                                                                                                                                                                                                                                                                                                                         |
| EMD                                                                                      | : | EMD amounting to _Rs.40,000/-(Rupees Forty Thousand Only) in the form of FDR/BG from the Nationalized/ Commercial bank in favor of AIIMS, Bhubaneswar to be kept valid for a period of forty-five days beyond the final bid validity period                                                                                                                                     |

### Schedule of Tender:

|                                             |   |                                                                               |
|---------------------------------------------|---|-------------------------------------------------------------------------------|
| Issue/Publishing Date                       | : | Dt. 11-05-2023                                                                |
| Document download start date                | : | Dt. 11-05-2023                                                                |
| Date and time & venue of pre-bid meeting    | : | Dt. 18-05-2023 at 03:00 PM<br>Venue- Board Room-I, Academic Block,            |
| Start date and time of submission.          | : | Dt. 23-05-2023 at 03:00 PM                                                    |
| Closing date & Time of Submission.          | : | Dt. 13-06-2023 at 17.00 PM                                                    |
| Date & time of online Technical Bid opening | : | Dt. 15-06-2023 at 15.00 PM                                                    |
| Date & time of opening of Price Bid         | : | Will be informed to the Technically qualified Bidders (through website only). |

## INSTRUCTIONS TO BIDDERS (ITB)

### 1. Earnest Money Deposit (Bid Security):

| S. No. | Description                                                                                                                                                                                                                                                                                 | Quantity                                             | EMD (in Rs.)                                |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------|
| 1.     | Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions. | Details are mentioned in Scope of Work/Technical Bid | Rs.40,000/-<br>(Rupees Forty Thousand Only) |

2. The bidder needs to deposit the EMD Amount as per above mentioned item in the form of FDR/ Bank Guarantee in favour of “AIIMS, Bhubaneswar” and its legible scanned copy must be uploaded in the e-tendering solutions and Hard Copy of EMD in sealed envelope should be submitted on or before the last date of submission of bid in the Tender box kept in the office of The Executive Director, Mini Board Room, Administrative Block, First Floor, AIIMS, Bhubaneswar- 751 019. The AIIMS, Bhubaneswar will not pay any interest on any EMD Amount to bidder. The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time, the said instrument is found to be fake or not as a valid banking instrument, the said bidder submitting such instrument shall be black listed and shall be debarred from participating in further tenders of the Institute.

The EMD of the successful bidder shall be returned after the successful completion of the contract and in case of unsuccessful bidders the same would be returned after award of the Contract. AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidders.

3. EMD Exemption: Exemption of EMD would be granted as per the GFR, Govt.of India rules /guidelines issued time to time. However, firm needs to submit documentary evidence for such claim.

4. Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, the firms/ units registered as MSME vendor, declaration of UAM (Udyog Aadhar Memorandum) number by the vendor is mandatory. The documentary evidence in support of UAM number must be attached with the bid document.

### 5. Pre- Bid Conference (PBC):

All the Prospective bidders are requested to attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS, Bhubaneswar on **18-05-2023 at 03:00 P.M.** to have a clear understanding on schedule of requirements, specifications and on terms & conditions of the tender. After due deliberation, changes if any may be incorporated in the tender document and will be uploaded on our official website as “Corrigendum”. Therefore, bidders may submit their bid accordingly as per changes if any incorporated after PBC. No press advertisement will be made for corrigendum(s).

Those who are not able to attend the PBC may submit their queries/ doubts/ representation/ clarification by e-mail to below mentioned IDs on that day which will be taken care by the tender committee in consultation with the User Department.

#### 6. Clarification of bidding documents:

The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to this bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. [stokee\\_abnish@aiimsbhubaneswar.edu.in](mailto:stokee_abnish@aiimsbhubaneswar.edu.in), [so@aiimsbhubaneswar.edu.in](mailto:so@aiimsbhubaneswar.edu.in) and [spo@aiimsbhubaneswar.edu.in](mailto:spo@aiimsbhubaneswar.edu.in). The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received not later than 10 (ten) days prior to the deadline for submission of bids.

#### 7. Amendments in Bidding Documents:

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal and AIIMS, Bhubaneswar website.

(ii) At any time till 07 (Seven) days before the deadline for submission of bids, the AIIMS, Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify through amendment. All amendments will be uploaded on the relevant website. AIIMS, Bhubaneswar shall not be responsible to notify the amendments to individual bidders.

#### 8. Terms of Two Bid System: The Tender shall be submitted in 02 (Two) Parts On-line:

9. Technical Bid: All required documents to be submitted online.

10. Financial Bid: Financial Bid is to be submitted on-line. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter. While submitting Financial Bid following points need to be taken care of by the bidder.

11. The Rates are to be quoted in the given format as per Annexure-VI

12. All quoted rates should be inclusive of packaging & forwarding charges, insurance charges & freight (transportation) charges.

13. The rates should be quoted in Indian Rupees in figures as well as in words.

14. If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

15. After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price for each item.

16. Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

#### 17. **Manual Submission of Following Documents in ORIGINAL:**

The following documents hard copy are to be sent to The Executive Director, Mini Board Room, Administrative Block, First Floor, AIIMS, Bhubaneswar- 751 019, separately in a sealed envelope superscripted as: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS, BBSR on mutually agree terms and conditions. The sealed envelope should reach on or before the last date & time of submission of e-tender online.

- a. Earnest Money Deposit (Bid Security) amounting to Rs. 40,000/- (Rupees Forty Thousand only).**
- b. EMD Exemption: Exemption of EMD would be granted as per the GFR, Govt. of India rules /guidelines issued time to time. However, firm needs to submit documentary evidence for such claim.**
- c. Undertaking for acceptance of all Terms & Conditions as per Annexure-I.**
- d. Notarized affidavit on Indian Non-judicial stamp paper of Rs. 10/- as per Annexure-II**
- e. The Statement of deviation (Parameter-Wise) from the tender technical bid specification as per Annexure-VI.**
- F. Notarized affidavit on Indian Non-judicial stamp paper of Rs. 10/- for attached NON-DISCLOSURE AGREEMENT (NDA) as per Annexure -V**

**18. Withdrawal, Substitution and Modification of Tender:**

No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and expiration of the period of validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD).

**19. Public Procurement (Preference to Make in India/ MSEs/ Start-ups):**

The Procurement of goods and services under this tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India and revised orders issued on 04.06.2020 & 16.09.2020. As per said orders Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- a) 'Class-I Local Supplier' with local content equal to or more than 50%.
  - b) 'Class-II Local Supplier' with local content equal to or more than 20%, but less than that applicable for Class-I Local Supplier.
  - c) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in (b) above.
- The 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier', as the case may be.
- Bids with false declarations regarding Local contents shall be rejected as unresponsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document. Bidders have to submit self-declaration of their local content and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate in this tender.

If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

**22. Purchase Preference as per Make in India will be exercised as follows:**

- (a) If the Goods are not Divisible in Nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I Local Supplier' (Under MII clause at 1.12.1), the contract shall be awarded to L-1.

If L-1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' shall be invited to match the L-1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price.

If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

(b) If the Goods are Divisible in Nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

(c) Where contract is to be awarded to multiple bidders:

In Bids where contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:

If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I Local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.

In Bids, other than the sufficient local capacity and competition for the item to be procured, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'.

If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II Local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

To avoid any ambiguity during bid evaluation process, the procuring entity may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I Local supplier' within the broad policy guidelines.

20. This tender will also be regulated under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time and Start-up Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and

subsequent clarifications. The condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy & Promotion) subject to meeting of quality & technical specifications. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

**21. Procurement outside GeM:**

As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept of Expenditure dated 23 Jan 20 and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. However, the bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM Seller Id. will be provided at the time of award of contract positively failing which their contract will be treated as null & void and will be dealt suitably.

An undertaking also to be given in company letter head that "Such already registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM".

**22. Bid Opening:**

The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorized representative(s) may remain present at the scheduled date and time. In case the scheduled date is declared Holiday, the tender shall be opened on next working day at the same time.

**23. Evaluation of Bid:**

**The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder who has quoted lowest price for each items.**

Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 1.12.2 above.

Sr. Procurement-Cum-Store Officer(I/c)  
AIIMS, Bhubaneswar

## GENERAL CONDITIONS OF CONTRACT

1. Validity of Tender: The validity of the Bid Tender Document shall be for **90(Ninety)** days from date of opening.
2. **Rate Contract:** The contract arising out of this tender will be known as Rate contract for Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions.
3. The Printing and Supply of Three types of Examination Answer sheets as per specification should be of required quality/ standard, supply should be made in good condition to the Central stores, AIIMS, BBSR by the bidder at their own cost i.e., F.O.R.at AIIMS Bhubaneswar. Sub-standard item has to be replaced by the bidder without any fail at their own cost.  
  
If the supplier, having been notified, fails to respond to take action to replace the sub-standard items within 3 (three) days on a 24 x 7 x 365 basis, the purchaser may proceed to take such remedial action(s)as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
4. **Delivery of supplies/Stores:** Delivery of stores shall be F.O.R to Central Store, AIIMS Bhubaneswar. The AIIMS Bhubaneswar is not liable for payments on account of Freight/Taxes/ allied expenditures, which are to be quoted inclusively by the suppliers.
5. The firm will be bound to supply the ordered items within 30 days of issuance of purchase order. Extension shall not be allowed in ordinary course, except in cases of any natural calamities, All India Transportation strike (with sufficient proof). Any other genuine case of request of extension may be considered/allowed (subject to approval from Competent Authority) provided that the request is received within due date.
6. The supplier shall supply the materials along with copy of Invoice, Purchase Order, Delivery Challan and other relevant documents at the Central Stores, AIIMS, Bhubaneswar. The quantity supplied shall be in terms of the Units mentioned in the Tender Document/ PO. *The suppliers are cautioned that the variation in the description of product in the Invoice/analysis report and actual supplies will be considered as improper invoicing and will be dealt accordingly.*
7. If the supplier fails to deliver the goods on or before the stipulated date, then Liquidated damage(LD) charges at the rate of 0.5%per week or part there of shall be levied subject to maximum of 10%of the total order value. Purchaser may also resort to termination of the Purchase Order & even contract at any time after expiry of the allowable period for supply of the materials. The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.
8. Part/Partial supply will not be accepted. However, in special circumstances, part supply may be accepted as per the institutional requirement with prior written permission and total delivery is to be completed within stipulated delivery period. The Part billing is strictly prohibited.

9. In case the quality of Three types of Examination Answer sheets as per specification supplied are not in conformity with the standard given in tender or the supplies are found substandard at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications and liquidates damages shall be charged.
10. In case the bidder on whom the purchase order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the bidder the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by bidder. The amount will be recovered from any of his subsequent/pending bills or Security Deposit & black listing of the firm may be initiated depending upon the circumstances of the default/merit of the case.
11. Payments: 100% payment shall be released after successful delivery of the ordered goods against the satisfactory inspection report/taking charge report by the User Dept. and only after the submission of the performance security duly confirmed by issuing bank, within to 30 to 45 days subject to availability of funds.
12. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be sub-standard, or not of the desired quality at any point of time of the contract period, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS Bhubaneswar.
13. The bills raised by the selected Bidder should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering eligible Manufacturers. The bill shall be raised indicating permissible taxes separately and the copies of proof of GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Bhubaneswar authorities.
14. The Bidder shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS)Bhubaneswar while submitting the tender or at subsequent stage. Upon selection of the Bidder, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled, legal action as deemed fit will be taken and performance security shall stand forfeited.
15. The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and the contract will be valid from the date it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.
16. The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/purchase order for supplying of Stores/Goods/Items at AIIMS Bhubaneswar.
17. Law governing the contract and Jurisdiction: -The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

18. Performance Security Deposit: -The successful bidder will be required to furnish a Performance Security Deposit of 10% of the tentative annual value of the requirement in favour of "AIIMS Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee or Fixed Deposit Receipt" (in favour of AIIMS, Bhubaneswar) from Nationalized/Commercial Bank which is refundable. The performance security shall remain valid for a period of 28 months from the date of contract agreement. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
19. Conditional Bids will be treated as unresponsive and therefore shall be rejected.
20. The Institute reserves the right to accept in part or in full or reject any or more Tender/offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.
21. The Bidder shall be responsible for properly uploading the relevant documents in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line Bid.
22. Force Majeure : If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restrictions, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof. Neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR may, opt to terminate the contract.
23. Debarment from bidding:

A bidder shall be debarred if he has been convicted of an offence-

  - under the Prevention of Corruption Act, 1988 or
  - the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
24. A bidder debarred under sub-section 6.29.1 or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment if it Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated documents/ Withdraws bid after the opening of technical bid/ Fails to furnish performance security and agreement within 10 days of issuance of Letter of Award. Department of Commerce will maintain such list which will also be displayed on the website of Central Public Procurement Portal.
25. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
26. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
27. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes prohibition of

- a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c) any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
  - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g) obstruction of any investigation or auditing of a procurement process.
  - h) making false declaration or providing false information for participation in a tender process or to secure a contract.
  - i) disclosure of conflict of interest.
  - j) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.
28. The purchaser will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.
29. The Director, AIIMS Bhubaneswar, Odisha, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.
30. Disputes & Arbitration: -All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

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Seal & Signature of Bidder

## Scope of Work/ Technical Bid (Specification):

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions.

| SI No. | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Approx. Annual Required Quantity                                     |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 01     | <b><u>Specification of Main Answer sheets(Professional)</u></b><br><b><u>(8 Sheets, 16 Pages)</u></b><br>Main Answer Sheets for Professional Examinations as per below mentioned specifications<br>(a) 16 Pages, ¼ Demy, Paper Cover 100 GSM Maplitho<br>(b) Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White.<br>(First and LAST Sheet (100 GSM), First page to be both side printed, perpetrated, Last Sheet blank)               | 17,940 Set<br>(01 Set consisting of 16 pages as per specification)   |
| 02     | <b><u>Specification of Main answer sheets(Internal)</u></b><br><b><u>(6 Sheets, 12 Pages) 70 GSM, Glossy White)</u></b><br>Main Answer Sheets for Internal Examinations as per below mentioned specifications<br>12 Pages, ¼ Demy, Paper Cover 70 GSM Maplitho, Binding, Sewing, Numbering, Printing –B/W<br>(a) First Page front side to be printed.<br>(Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White)                         | 38,857 Set<br>(01 Set consisting of 12 pages as per specification)   |
| 03     | <b><u>Specification of Additional Main answer sheets(Professional &amp; Internal)</u></b><br><b><u>(4 Sheets, 08 Pages) 70 GSM, Glossy White)</u></b><br><br>Additional Answer Sheets as per below mentioned specifications.<br><br>08 Pages, ¼ Demy, Paper Cover 70 GSM Maplitho, Binding, Sewing, Numbering, Printing – B/W<br><br>(a) First Page front side to be printed.<br>(Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White) | 1,02,817 Set<br>(01 Set consisting of 08 pages as per specification) |

**Note:- Sample to be collected from AIIMS, Bhubaneswar at the time of placing of Order.**

## Technical Bid (Submission Format):

The Scanned copies of the following **Mandatory documents to be uploaded** on e-Tendering Portal in the following format:

| S. No. | Details / Particulars                                                                                                                                                                                                                                                                                                                                                        | Uploaded (Yes/No) | Page No. |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------|
| A      | (To be Mentioned in the Letter head of the Firm).<br>1. Name & Address of Bidder with phone number, email-id.<br>2. Specify whether a Proprietorship/ Partnership firm/ Company<br>3. Name of Proprietor/ Partner/ Managing Director/ Director.                                                                                                                              |                   |          |
| B      | Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organization by its competent person(s)/ Board of members)                                                                                                                                                                           |                   |          |
| C      | PAN No. (enclose the self-attested copy of PAN Card)                                                                                                                                                                                                                                                                                                                         |                   |          |
| D      | GST No. (enclose GST Registration Certificate of the firm)                                                                                                                                                                                                                                                                                                                   |                   |          |
| E      | Income Tax Return for the last Three Financial years.<br>(Note: The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.)                                                                                                  |                   |          |
| F      | Annual Turn Over Certificate for last Three Financial Years (Duly signed by Chartered Accountant) along with Financial Statements of last three years.<br>(Note: The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.) |                   |          |
| G      | Details of Earnest Money Deposit (EMD) Rs. 40,000/- (Rupees Forty Thousand Only) FDR/ BG No.: _____ Date: ____ - ____ -2023                                                                                                                                                                                                                                                  |                   |          |
| H      | EMD Exemption: Exemption of EMD would be granted as per the GFR, Govt.of India rules /guidelines issued time to time. However, firm needs to submit documentary evidence for such claim.                                                                                                                                                                                     |                   |          |
| I      | Whether the firm is a Registered firm under MSME or SSI.<br>MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not.<br>(attach copy of such certificate(s) in full).                                                                                       |                   |          |
| J      | Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).                                                                                                                                                                                                                                                                                               |                   |          |
| K      | Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of Rs.10/-.<br>(If you don't submit this, your tender will be out rightly rejected.)                                                                                                                                                                                                              |                   |          |
| L      | Have you previously supplied these items to any government / reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per Annexure – III. (PO copies of same/ similar item supplied must be enclosed.)                                                                                                                               |                   |          |
| M      | All relevant documents under Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India including self-declaration on Class of Supplier and Local contents.                                                                                                                                                                                |                   |          |

| S. No. | Details / Particulars                                                                                                                                                                                                                                                                                                                                                                                                    | Uploaded (Yes/No) | Page No. |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------|
| N      | Unique GeM Seller Id. (Enclose self-attested copy of relevant document provided by GeM)<br><i>N.B. The bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM Seller Id. will be provided at the time of award of contract positively failing which their bid will be treated null &amp; void and contract will be dealt suitably.</i> |                   |          |
| O      | Bank Details:<br>1. Beneficiary Name:<br>2. Bank Name:<br>3. Account No:<br>4. IFSC Code:<br>5. Branch Address :                                                                                                                                                                                                                                                                                                         |                   |          |
| P      | Statement of deviation (Parameter wise) Annexure-VI                                                                                                                                                                                                                                                                                                                                                                      |                   |          |
| Q      | Financial Bid as per Annexure – IV <b>(Note: to be submitted on line only)</b>                                                                                                                                                                                                                                                                                                                                           | -----             | -----    |
| R      | Manual Submission of Documents                                                                                                                                                                                                                                                                                                                                                                                           |                   |          |
| S      | Any other information, if necessary                                                                                                                                                                                                                                                                                                                                                                                      |                   |          |

Signature of the bidder with Seal

## **Bid Covering Letter**

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions.

E-Tender No.: 11051/008/AIIMSBBSR/EXAMCELL/2023-24/10

Dated: 11-05-2023

*(Should be submitted on Letter head of the bidding firm which should contain complete address, phone no., e-mail id. etc.)*

Reference No.:

To

The Executive Director,

AIIMS, Bhubaneswar

Sir/ Madam,

Having examined the abovementioned Tender Document, I/we, the undersigned hereby submit/ upload our Techno-Commercial and Financial Bid for the supply of equipment/ Services in conformity with the said Tender Documents.

We declare that we are a Proprietorship/ Partnership firm/ Limited Liability Partnership/ Private Limited/ Public Limited Company/ Company Limited by shares. The registration copy to that effect is submitted.

We are submitting this bid on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted herewith.

We hereby certify that We/ Our Principals/ OEM M/s ..... are proven, established, and reputed manufacturers with factories at ..... which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used.

We further declare that we have fully trained technical staff for installation, commissioning of the Equipment and efficient after sales services. The Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby is as under:

Name: \_\_\_\_\_, Address: \_\_\_\_\_, Phone No.: \_\_\_\_\_

We comply with all the eligibility criteria stipulated in this Tender Document.

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

We have submitted the Bid Security Declaration (BSD, in lieu of Bid Security) in stipulated format and other documents as required under this bid.

Signature of the bidder with Seal

## Annexure-I

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions.

### **UNDERTAKING**

#### **FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT**

To

The Executive Director,  
AIIMS, Bhubaneswar

Sir/ Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/ us are valid and binding on me/ us for acceptance till the validity of tender.
2. I/ We undersigned hereby bind myself/ ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA- 751 019 to supply the approved awarded items in the approved prices to AIIMS, Bhubaneswar.
3. I/We undertake to arrange for a sample of the items, if required. Failure to arrange for a sample on the given date may lead to cancellation of our bid.
4. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
5. I/We undertake that the items supplied are as per PO/tender specification.
6. If I/We fail to supply the Ordered items within stipulated period, necessary action can be taken by the Executive Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
7. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
8. Performance security of 10% of the tentative requirement of items value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favor of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised/ Commercial Bank and shall remain in the custody of the Director, AIIMS, Bhubaneswar till the validity of the contract period plus two months.
09. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
10. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.

11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

12. I/we undertake to abide by the enclosed **NON-DISCLOSURE AGREEMENT (NDA)**.

13. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept. of Expenditure dated 23 Jan 20 and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller ID with their bid. We have submitted GeM Seller ID with the bid/ we hereby to submit an undertake that GeM Seller ID will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).

I/we undertake that “the Items for Rate Contract in tender will be boarded on GeM as and when the item or service gets listed on GeM” as a registered supplier in GeM.

14. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder  
with Seal of Firm  
(Name of Bidder)

Place .....

Date .....

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions.

### CRIMINAL LIABILITY UNDERTAKING

*(To be executed on Rs. 10/- Non-Judicial Stamp Paper duly attested by Public Notary)*

I.....S/o.....

Resident of .....

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of M/s. ....
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company. (Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted/ debarred/ banned by any Government authority/ organization within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
6. I/We have not quoted the price higher than previously supplied to any Government Institute / Organization / reputed Private Organization or DGS&D rate in recent past.

Signature

(Name)

Seal of the Participating Bidder Company

Affirmation/ Verification

By Notary Public

Performance Statement Form

Name of the Firm: \_\_\_\_\_

| S. No. | Order placed by<br>(Full address of<br>Purchaser) | Order No. &<br>Date | Value of Order | Have the items been supply as per<br>order specification<br>(Yes/ No) |
|--------|---------------------------------------------------|---------------------|----------------|-----------------------------------------------------------------------|
|        |                                                   |                     |                |                                                                       |

Signature and seal of the manufacturer/ Bidder

Place:

Date:

Note: Documents to be attached in support of the above (i.e. recent PO copies for supply of similar items to other AIIMS/ INI/ PSU etc.).

**Financial Bid (Rate to filled only in Online)**

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,Bhubaneswar on mutually agree terms and conditions.

| Sl No. | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                             | Qty as per item description column "B" | Unit Rate as per item description column "C" | GST % | GST Amount | Amount (Incl. GST) |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------|-------|------------|--------------------|
| A      | B                                                                                                                                                                                                                                                                                                                                                                                                                                                            | C                                      | D                                            | E     | F          | G                  |
| 01     | <b><u>Specification of Main Answer sheets(Professional)</u></b><br><b><u>(8 Sheets, 16 Pages)</u></b><br>Main Answer Sheets for Professional Examinations as per attached specifications<br>(a) 16 Pages, ¼ Demy, Paper Cover 100 GSM Maplitho<br>(b) Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White.<br>(First and LAST Sheet (100 GSM), First page to be both side printed, perpetrated, Last Sheet blank)  | 1 set<br>(Consisting of 16 Pages)      |                                              |       |            |                    |
| 02     | <b><u>Specification of Main answer sheets(Internal)</u></b><br><b><u>(6 Sheets, 12 Pages) 70 GSM, Glossy White)</u></b><br>Main Answer Sheets for Internal Examinations as per attached specifications<br>12 Pages, ¼ Demy, Paper Cover 70 GSM Maplitho, Binding, Sewing, Numbering, Printing –B/W<br>(a) First Page front side to be printed.<br>(Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White)            | 1 set<br>(Consisting of 12 Pages)      |                                              |       |            |                    |
| 03     | <b><u>Specification of Additional Main answer sheets(Professional &amp; Internal)</u></b><br><b><u>(4 Sheets, 08 Pages) 70 GSM, Glossy White)</u></b><br>Additional Answer Sheets as per attached specifications<br>08 Pages, ¼ Demy, Paper Cover 70 GSM Maplitho, Binding, Sewing, Numbering, Printing – B/W<br>(a) First Page front side to be printed.<br>(Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White) | 1 set<br>(Consisting of 08 Pages)      |                                              |       |            |                    |

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.
2. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bhubaneswar site. No other charges would be payable by the Institute.
3. That I/We shall supply the Examination Answer sheets of requisite quality.
4. That the Examination Answer sheets will be delivered within 30 days from date of Supply Order/ Purchase Order and as per conditions of GTC.
5. Sample to be collected from AIIMS, Bhubaneswar at the time of placing of Order.
6. That I/We undertake that the information given in this tender are true and correct in all respect.

Signature of the bidder with seal.

Date:

Place:

## Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and ..... (hereinafter called "the said Vendor(s)") for the Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions ..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, ..... (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. .... (Rupees..... Only) on demand by the AIIMS Bhubaneswar.

2. We, .....(indicate the 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 AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). 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. .... (Rupees .....only)

3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(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 a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.

4. We, ..... (indicate the 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 AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.

5. We, ..... (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(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 Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(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 Vendor(s).

7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .....day of .....for.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

## Contract Form

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

### FORMAT of Contract Agreement for

(Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS, Bhubaneswar on mutually agree terms and conditions.)

This agreement is made at Bhubaneswar on the \_\_\_\_\_ day \_\_\_\_\_ month of Two Thousand Twenty-Three between All India Institute of Medical Sciences (AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha) (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

#### BETWEEN

M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter called the 'Vendor/Agency/OEM/ Authorized Dealers' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the 'Client' is desirous to engage the 'Vendor' for Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS, BBSR on mutually agree terms and conditions.

for which the 'Vendor' has accepted the terms and conditions as per the Tender document.

#### Terms & Conditions of the Contract Agreement:

1. Period of Contract Agreement: The contract shall be for a period of 02 (Two) years from the date of execution of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (a) Notice Inviting E-Tender, Instruction to Bidders (ITB).
  - (b) General Conditions of Contract (GCC).
  - (c) Special Condition of Contract.
  - (d) Technical Specification
  - (e) Technical and Financial Bid
  - (f) Clarifications of Pre Bid queries and amendment/ corrigendum published before bid opening.
  - (g) Amendment/corrigendum on technical specifications.
  - (h) All the correspondence till award of contract i.e. Notification/Letter of Award.
  - (i) Supply/Purchase Order placed to the vendor
  - (j) Payment Terms: as per Terms & Conditions of the Tender Document

3. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in connection with purchase order/supply order.

4. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms

and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

5. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

9. Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.

10. Performance Security: The Vendor/Agency/Authorized Dealer have to furnish Performance Security of Rs. .... (Rupees ..... ) (*Performance Security Amount as per Purchase Order*) in shape of FDR/ TDR/ Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 26 months i.e. Two years + Two months after completion of obligations under the contract.

11. Insolvency etc.: In the event of the Vendor/Agency/Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.

12. Right to call upon information regarding status of contract: The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

13. Legal Jurisdiction: The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

14. Obligation of the Vendor: The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The vendor shall keep AIIMS, Bhubaneswar fully indemnified against liability of tax, interest, penalty if any imposed by any statutory authority of this contract and paid on behalf of the vendor.

15. In addition to above, all other terms and conditions express and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from \_\_\_\_\_ Day \_\_\_\_\_ Month of \_\_\_\_\_  
Two Thousand Twenty-Three and shall be valid for Two Years.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness:

|                                                                            |                                                                   |
|----------------------------------------------------------------------------|-------------------------------------------------------------------|
| For and on behalf of the 'Vendor /Agency /Authorized Dealer'               | For and on behalf of the 'Director, AIIMS, Bhubaneswar'           |
| Signature of the Authorized Official                                       | Signature of the Authorized Officer                               |
| Name of the Official                                                       | Name of the Officer                                               |
| Seal of the 'Vendor/ Agency/ Authorized Dealer'                            | Seal of the Authorized Officer                                    |
| Signed, sealed and delivered by the said official of Vendor in presence of | Signed, sealed and delivered by the said officer in presence of   |
| Witness: _____<br>Name: _____<br>Address: _____<br>_____<br>_____          | Witness: _____<br>Name: _____<br>Address: _____<br>_____<br>_____ |

**NON – DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made on this from       /2023 (“Effective Date”       /       /2023)

**BETWEEN**

..... having its Principle Place of Business & Registered office at  
 ....., duly represented by Proprietor.

..... (Hereinafter referred to as the “First Party”) which expression shall, unless excluded by or repugnant to the subject or context, be deemed to include its successors and assigns of the First Part).

AND

**All India Institute of Medical Sciences, Bhubaneswar**, and having its registered office at All India Institute of Medical Sciences, Bhubaneswar Sijua Patrapada, Bhubaneswar-751019 India represented by its **Dean (Examinations)** (Hereinafter referred to as the “Second Party”) which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns of the Second Part).

Collectively referred to as “Parties” and, individually a “Party”.

**WHEREAS:**

- (A) The Second Party has engaged the services of the First Party for the Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,BBSR on mutually agree terms and conditions with the First Party (“Purpose”).
- (B) In order to proceed with the Purpose, the Parties have agreed to exchange certain Confidential Information (hereinafter defined) concerning the Purpose and have agree to provide and to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.
- (C) The Party disclosing information shall hereinafter be referred to as the “Disclosing Party” and the Party receiving such information shall be referred to as the “Receiving Party”.

IN CONSIDERATION of each Party’s access to the other Party’s Confidential Information and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), each Party agrees to the following terms and conditions:

1. The term “Confidential Information” for the purpose of this Agreement shall mean any and all information and/or data which is obtained, whether in writing, pictorially, in machine readable form, orally or by observation during their visits, in connection with the Purpose or otherwise, including but not limited to, financial information, know-how, processes trade secrets, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies and the existence of this Agreement.
2. Not with standing any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
  - (a) is or becomes publicly available without breach of this Agreement;
  - (b) become lawfully available to either Party from a third party free from any confidentiality restriction;

- (c ) is required to the disclosed under any relevant law, regulation or order of court, provided the effected Party is given prompt notice of such requirement or such order and (where possible) provided the opportunity to contest it, and the scope of such disclosure is limited to the extent possible; or
- (d) Was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records.
3. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent.
4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information.
5. The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Disclosing Party's prior written consent.
6. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made under clause 5.
7. The Receiving Party shall not use the Confidential Information to procure a commercial advantage over the Disclosing Party.
8. The Receiving Party acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.
9. The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
10. Receiving Party shall not modify or erase the logos, trademarks etc, of Disclosing Party or any third party present on the Confidential Information. Neither party shall use or display the logos, trademarks etc, of the other party in any advertisement, press etc, without the prior written consent of the other party.
11. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing. Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other party in connection with the provision or use of Information hereunder, except to the extent that such provision or use constitutes a breach of this Agreement.
12. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

13. In case of any kind of dispute with the relation of this agreement/service provider with the first party, the matter will be referred to the arbitrators (two in number) appointed by each of the party and the place of arbitration will be in Sijua Patrapada, Bhubaneswar- 751019 India. The award passed by the arbitrators will be binding upon the parties and the same will be executable as 'decree' and in case of difference in opinion between the arbitrators, the matter will be referred to the Principal duly appointed by the arbitrators with the consent of both the parties and the decision of the Principal will be final and shall have binding effect over the parties. Furthermore in case of appeal against the decision of the arbitrator or Principal, both the parties will invoke the jurisdiction of Court at Bhubaneswar.

14. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.

15. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

16. Nothing in this Agreement shall preclude either party from engaging in discussions with any third party (ies) regarding the Purpose, provided that the terms of this Agreement are strictly complied with during such discussions.

17. All obligations respecting the Confidential Information already provided hereunder shall survive any termination of this Agreement for period of Two(02) years from / /2023 to / /2025 after the date that the specific Confidential Information was first disclosed which can be extended further subject to the satisfactory service.

18. This Agreement is valid and binding on the successors in title and permitted assigns of the respective Parties.

19. The second party under no circumstance can print similar-looking answer booklets (with a similar style, similar logo and similar design).

20. No answer booklet can be provided/ issued to any individual/ company/ organization by the second party directly. The documents can only be handed over to the representative of the Institute who with any authorization letter signed by **DEAN (Examinations)** of the Institute or can dispatch to the provide Institute authority and address.

21. In case any unauthorized individual/ company/ organization approaches the second party for following any information or copy of certificates or confined certificates the second party will inform the first party immediately and under no circumstances any such information or copy can be shown or provided to such unauthorized party.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

## NON-DISCLOSURE AGREEMENT (NDA)

**I. THE PARTIES.** This Non-Disclosure Agreement (“Agreement”) created on [DATE] is by and between.

1<sup>st</sup> Party: [1<sup>st</sup> PARTY’S NAME] (“1<sup>st</sup> Party”), with a mailing address of [MAILING ADDRESS], and

2<sup>nd</sup> Party: [2<sup>ND</sup> PARTY’S NAME] (“2<sup>nd</sup> Party”), with a mailing address of [MAILING ADDRESS]

The 1<sup>st</sup> Party and 2<sup>nd</sup> Party are each referred to herein as a “Party” and, collectively, as the “Parties”.

This Agreement is made by the Parties to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

### II. TYPE OF NDA (check one)

- **Unilateral.** This agreement shall be considered unilateral. Therefore, the 1<sup>st</sup> Party shall have sole ownership of the Confidential Information, with the 2<sup>nd</sup> Party being prohibited from disclosing confidential and proprietary information that is or has been released by the 1<sup>st</sup> Party.
- **Mutual.** This Agreement shall be considered mutual. Therefore, both Parties shall be prohibited from disclosing confidential and proprietary information that is or has been shared between one another.

### III. PURPOSE.

The purpose of this Agreement is for: (check one)

- **Employment**
- **Contract Work** (contractor, consultant, etc)
- **Business Partnership**
- **Sale of a Business**
- **Other** [DESCRIBE]

**IV. CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, the term “Confidential Information” shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, sedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party’s business, assets, operations or contracts, furnished to the other Party and/or the other Party’s affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

- a) Information generally available to the public;
- b) Widely used programming practices or algorithms;
- c) Information rightfully in possession of the Parties prior to signing this Agreement; and
- d) Information independently developed without the use of any of the provided Confidential Information.

**V. OBLIGATIONS.** The obligations of the Parties shall be to always hold and maintain the Confidential Information in the strictest of confidence ad to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential Information shall reach a third (3<sup>rd</sup>) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party as soon as possible.

This Section shall not apply to the 1<sup>st</sup> Party if this Agreement is Unilateral as marked in Section II.

**VI. TIME PERIOD.** The bounded Party’s(ies’) duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

**VII. INTEGRATION.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgement of the Parties.

**VIII. SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the Parties.

**IX. ENFORCEMENT.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

**X. GOVERNING LAW.** This Agreement shall be governed under the laws in the State of [STATE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**1<sup>st</sup> Party’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name** \_\_\_\_\_

**2<sup>nd</sup> Party’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name** \_\_\_\_\_

Name of the e-Tender: Printing and Supply of Three types of Examination Answer sheets as per specification on Rate Contract basis for a period of Two year from the date of agreement extendable for one more year/ may further extended as per requirement of AIIMS,Bhubaneswar on mutually agree terms and conditions.

Tender No... **11051/008/AIIMSBBSR/EXAMCELL/2023-24/10**

**Dtd. 11/05/2023**

**Statement of Deviation (Parameter wise)**

1. The following are the particulars of deviations from the requirements of the tender Specifications.

| <b>Sl No</b> | <b>Specification</b>                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Deviations</b> | <b>Remarks<br/>(including<br/>Justification)</b> |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------|
| 01           | <b><u>Specification of Main Answer sheets(Professional)<br/>(8 Sheets, 16 Pages)</u></b><br>Main Answer Sheets for Professional Examinations as per attached specifications<br>(c) 16 Pages, ¼ Demy, Paper Cover 100 GSM Maplitho<br>(d) Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White.<br>(First and LAST Sheet (100 GSM), First page to be both side printed, perpetrated, Last Sheet blank)  |                   |                                                  |
| 02           | <b><u>Specification of Main answer sheets(Internal)<br/>(6 Sheets, 12 Pages) 70 GSM, Glossy White)</u></b><br>Main Answer Sheets for Internal Examinations as per attached specifications<br>12 Pages, ¼ Demy, Paper Cover 70 GSM Maplitho, Binding, Sewing, Numbering, Printing –B/W<br>(b) First Page front side to be printed.<br>(Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White)            |                   |                                                  |
| 03           | <b><u>Specification of Additional Main answer sheets(Professional &amp; Internal)<br/>(4 Sheets, 08 Pages) 70 GSM, Glossy White)</u></b><br>Additional Answer Sheets as per attached specifications<br>08 Pages, ¼ Demy, Paper Cover 70 GSM Maplitho, Binding, Sewing, Numbering, Printing – B/W<br>(b) First Page front side to be printed.<br>(Paper Inner 70 GSM Maplitho Binding, Sewing, Numbering & Die Cutting, printing- Black & White) |                   |                                                  |

Place :

Date :

Signature and seal of the  
Manufacturer/Bidder

**Note :**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “ No Deviations”