



SAVITRIBAI PHULE PUNE UNIVERSITY

e-TENDER DOCUMENT

**NAME OF THE WORK :- To Supply of 60 GSM White
Printing Paper and 100 gsm Drawing Paper**

**Registrar, SPPU
Savitribai Phule Pune University**

Savitribai Phule Pune University

(Formerly University of Pune)

TENDER DOCUMENT

DEFINITIONS

Unless excluded by or repugnant to the context.

- a) The expression "University" as used in the tender papers shall mean the Savitribai Phule Pune University, Pune - 411 007.
- b) The expression "Vendor" used in the tender papers shall mean the successful bidder whose tender has been accepted, and who has been authorized to proceed with the work.
- c) The expression "Contract" as used in tender papers shall mean the deed to contract together with its original accompaniment and those latter incorporated in it by mutual consent.
- d) The "contract sum" shall mean the sum for which the tender is accepted.
- e) The "Accepting Authority" shall mean the committee competent to accept the tender.
- f) The "Day" shall mean a day of 24 hours from midnight to midnight respective of the number of hours worked in any day in the week.

SCOPE OF WORK:

Items need to be supplied

Sr. No.	Name of Item	Specification	Quantity
1.	White printing paper in sheet	60 GSM, White Printing Paper, Size - 23'' X 36'' 16 kgs ream with Wood / Bamboo / Agro residue based paper	30 Metric Tonne
2.	Drawing Paper in sheet cream/off white color/sunlit cartridge paper	100 GSM, Drawing Paper size 22''X 30'', 21.3 kgs ream.	12 Metric Tonne

- For any queries regarding the tender document, please contact University Press, Savitribai Phule Pune University, Pune in office hours.
- The Vendor should supply the 60 GSM, White Printing Paper, Size - 23'' X 36'', 16 k.g. ream** with Wood / Bamboo / Agro residues based not waste paper (recycled fiber) based and manufactured by either Ballarpur Industries Ltd., Bilt Graphic Paper Product Ltd., Hindustan Paper Corporation Ltd., JK Paper Ltd., Nagaland Pulp and Paper Corporation Ltd., Naini Papers Ltd., Orient Paper Mills, Seshasayee Paper and Boards Ltd., Tamilnadu Newsprint and Paper Ltd., The Andhra Pradesh Paper Mills Ltd., The Mysore Paper Mills Ltd., The Sirpur Paper Mills Ltd., Trident Paper Mfg. Co. and the West Coast Paper Mills Ltd. **The Paper must satisfy the Writing and Printing paper quality as per the BIS 1848/ 2007 specifications (with updated amendment)**
 - The Vender Should Supply the 100 gsm, Drawing paper size 22''X 30'', 21.3 kg ream** with Wood / Bamboo / Agro residues based not waste paper (recycled fiber) based and manufactured by either Ballarpur Industries Ltd., Bilt Graphic Paper Product Ltd., Hindustan Paper Corporation Ltd., JK Paper Ltd., Nagaland Pulp and Paper Corporation Ltd., Naini Papers Ltd., Orient Paper Mills, Seshasayee Paper and Boards Ltd., Tamilnadu Newsprint and Paper Ltd., The Andhra Pradesh Paper Mills Ltd., The Mysore Paper Mills Ltd., The Sirpur Paper Mills Ltd., Trident Paper Mfg. Co. and the West Coast Paper Mills Ltd. **The Paper must satisfy the Writing and Printing paper quality as per the BIS 1848/ 2007 specifications (with updated amendment)**
- Once Vendor receives Purchase Order from University, The Vender Should supply the Paper in next 15 days (as per the schedule given in the Purchase Order)
- Bidder has to submit Documents mentioned in **1.1 B technical cover contents** on or before of last date of bid submission

Terms, Conditions & Procedures for Tender process

1. Cover Contents

Tender should invariably be submitted online in two bid system containing two parts as detailed below

1.1. COVER NO.1 TENDER (TECHNICAL BID):

The TECHNICAL BID should contain following document, which should be completely filled, signed & uploaded online by bidder. Upload the documents in exact same order as listed below.

A) Online Upload Technical Cover

Sr. No.	Mandatory Technical Documents <u>to be uploaded</u> in Technical Cover
1.	Copy of Online Challan payment depositing EMD for the Bid.
2.	Copy of shop act registration of the company. / Small Scale Unit registration certificate/Manufacturing Company Registration Certificate
3.	Copy of Sales Tax/VAT/TIN/Service Tax/GST registration certificate (valid at the time of last bid submission date)
4.	Copy of GST returns till 31/03/2018
5.	Copy of PAN Card allotted by Income Tax Department.
6.	Copy of acknowledged income Tax return filled for last three financial years. (2016-17, 2015-2016,2014-2015)
7.	Copy of Authority letter from Paper manufacturing mill if Bidder is Dealer or Distributor. Authority letter has to be on Letterhead of manufacturing mill.
8.	Paper supplied to Government / Semi Government / Industry / Institutes / amounting to Rs. 30 lacs or more, Please attach the Purchase Orders of the same from financial year 2016-17 to till date
9	Copy of quality report of white printing paper and drawing paper mentioned by bidder in his bid.
10.	Affidavit regarding correctness of submitted documents & declaration by bidder that his company/firm is not blacklisted by any Government/Semi-government Organization/State Recognized University. Please check Affidavit format as mentioned in this document. (Encl. No. 1)

B. Physical Submission at University

Sr. No.	Documents to be <u>submitted Physically</u> in Technical Cover
1.	Sample Sheet of paper as mentioned by bidder in his Bid. Sample Sheet should be 15 sheets of 23'' X 36'' size or 100 sheets of A/4 Size. of white Printing Paper and 15 sheets of 22'' X 30'' size or of 100 sheets of A4 size of Drawing Paper

1.2. COVER NO.II TENDER (FINANCIAL BID)

- 1.2.1. The second cover "COVER No. II" shall contain only quote of bidder's offer in terms of Per Metric Tonne rate inclusive with transport, loading & unloading etc. at the appropriate places of BOQ template to be submitted online only. He should not quote his offer anywhere directly or indirectly in COVER No.1. The Bidder shall quote for the work as per details given in the main tender and also based on the detailed set of conditions/deviations issued/additional stipulations made by the Press Section and made available to him on www.mahatenders.gov.in portal of Government of Maharashtra.
- 1.2.2. Rates quoted by bidder should include cost incurred for transportation, loading & unloading to University Press.
- 1.2.3. Rates quoted by bidder should be exclusive of GST.
- 1.2.4. Financial bid shall be unconditional.

2. E-tendering opening procedure

2.1. Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process.

2.2. Opening of the Financial Bids:

The Bidders must be present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the <http://.mahatenders.gov.in> e-Tendering Portal immediately after the completion of opening process.

3.Tender Schedule (Key Dates) :

- 3.1. The Bidders are strictly advised to follow the Dates and Times allocated to each stage under the column "Bidder Stage" as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.
- 3.2. At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

4. EARNEST MONEY:

- 4.1. Bidder has to **pay earnest money deposit (EMD) of Rs. 50,000 (Rs. Fifty thousand)** through portal of mahatender.gov.in in online mode. If bidder failed to pay EMD amount his bid will be rejected.
- 4.2. SSI Unit holders also need to pay E.M.D. amount else their bid will be rejected.
- 4.3. The earnest Money will be refunded in due course in case of Vendors whose tenders are not accepted. In case of successful tender, the Earnest money will be refunded after paying the Rs. 30,000/- security deposit and completing the tender documents by the Vendor. The amount of Earnest Money may be forfeited to university in case the successful Bidder does not pay the amount of initial security deposit within specified time limit. **Earnest Money Exemption Certificate shall not be accepted.**

5. Time limit:

- 5.1. Rates quoted in bid will remain same throughout the contract period

6. Tender rate:

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted.

7. Tender Units:

The bidders should particularly note the unit mentioned in the Schedule BOQ on which the rates are based. No change in the units shall be allowed. In the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

8. Correction:

No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of Vendor.

9. Tender's acceptance:

Acceptance of tender will rest with the Tender accepting authority; Savitribai Phule Pune University who reserves the right to reject any or all tenders without assigning any reason therefore. The Vendor whose tender is accepted will have to enter in to a regular B-2 agreement within 10 days of being notified to do so. In case of failure on the part of Vendor to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the University and the offer of the Vendor shall be considered as withdrawn by him.

10. Rejection of tender(s):

The tenders do not fulfill the conditions of the notification and the general rules and directions for the guidance of Bidder in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore. The Paper must satisfy the Writing and Printing paper quality as per the BIS 1848/ 2007 specifications (with updated amendment); if not paper will be rejected.

11. VALIDITY PERIOD:

The bidders offer shall remain open for acceptance for minimum period of 90 days from the Date of Submission of tender.

12. The Vendors shall be presumed to have carefully examined the conditions and type of the work and have fully acquainted themselves with all details and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

GENERAL TERMS AND CONDITIONS

1. On receipt of intimation from the University of the acceptance of the tender, the successful bidder shall be bound to implement the contract and submit Security Deposit. The written acceptance by the bidder will constitute a binding contract between the University and the person so tendering, whether such formal agreement is or is not subsequently executed.
2. The University shall hold the Earnest Money Deposit paid by the successful bidder along with tender until he submits Security Deposit for the execution and due fulfilment of the contract. If successful bidder fails to submit Security Deposit within 10 days after issuance of Acceptance Letter, the University will forfeit the Earnest Money Deposit. The University shall pay no interest on the Earnest Money Deposit and Security Deposit.
3. **Mode of Payment & Terms & Conditions.**

Once university receives white printing paper in proper condition as per terms and condition mentioned in tender document, university will pay the bill within 30 days from the date of reception. Vendor has to attach sample paper supplied along with every bill.
4. **Increase/decrease quantity white printing paper / Drawing Paper.**
 - 4.1. University reserves right to increase/decrease quantity of white printing paper / Drawing Paper as per need during contract period.
 - 4.2. Vendor has to comply with university need of extra material, if required, during the contract period with the same terms and conditions as mentioned in tender document
5. Time allowed for Supplying the paper shall be strictly observed by the vendor.
6. **Penalty clauses**
 - 6.1. In the terms of quality of paper based on gsm, Brightness, See through, Strike through, Tearing strength, Wax Resistant etc. University reserves the right to accept or reject the paper.
 - 6.2. If vendor fails to supply paper as mentioned in Purchase Order scheduled, he is liable to pay Fine of 0.5% per week on total amount of purchase order. Though if due to some natural calamities, accident or other acceptable reasons vendor fails to supply material within specified time university reserves right to extend the time limit for supply
 - 6.3. If Vendor fails to supply paper as per quality prescribed in tender document or if he breaches any term, condition of tender document university will have right to forfeit Security deposit. Additionally if due to such Condition University is required to purchase paper from another company with extra amount then vendor is liable to pay such additional cost to university as compensation.

7. The Vendor shall not be entitled to any compensation for any loss suffered by him because of delays in commencing or executing the work, whatever the cause of delays may be, and the University shall not be liable for any claim in respect thereof. The University does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
8. The vendor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the University. In case of breach of these conditions, the University may serve a notice in writing to the vendor rescinding the Contract whereupon the security deposit shall stand forfeited to the University.
9. The University shall not be liable for any loss to the vendor whether financial or any human loss, at work space/transportation during the work period.

10. Termination

University may, at its sole discretion, at any time terminate the Contract, and inform the Bidder. If the Bidder is willing to terminate contract for any reason, he should give three months prior notice to university. In the event of the Contract being so terminated, the Bidder shall take such steps, as are necessary to end the Services in a cost effective, timely and orderly manner. In the event of termination of contract, the Bidder will assist in smooth migration to new Bidder.

11. Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public, enemy, acts of Government of India in heir sovereign capacity, acts of war, fires, floods, strikes, lock-outs and freight embargoes. If a Force Majeure situation arises, the Vendor shall promptly notify the University Press in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by the University Press in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of 3 weeks, the University Press and the Vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of The Registrar, Savitribai Phule Pune University shall be final and binding on the Vendor.

12. Resolution of Disputes and Legal Jurisdiction

- a. The University Press and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, The University Press and the Vendor are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. All questions, disputes or differences arising under and out of, or in connection with the contract shall be referred to the sole Arbitrator appointed by the Vice Chancellor of Savitribai Phule Pune University whose decision shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.
- b. All disputes arising shall be subject to jurisdiction of the appropriate court at Pune and will be governed by the laws of India.

INDEMNITY:

The Vendor shall indemnify the University against all actions, suits, claims and demands brought or made against him in respect of anything done or committed to be done by the Vendor in execution of or in connection with the work of this contract and against any loss or damage to the University in consequence of any action or suit being brought against the Vendor for anything done or committed to be done in the execution of the work of this contract.

500 Rs. Bond

AFFIDAVIT (Notarised)

Iageyears
residing at.....by
way of this affidavit do hereby solemnly affirm and declare that
I.....

Partner/Director of the
firm and submitting the tender for the Supply of 60GSM, white printing paper And 100 gsm Drawing
Paper The documents, I have submitted in Cover NO.1 are true and correct. I further solemnly affirm
that there is no incorrect or misleading or incomplete information submitted in the documents. If the
incorrect or misleading or incomplete information found in the documents, I will be responsible for
the legal consequences and eligible for legal action.

I also declare that any Government /Semi Government organization /state recognized universities has
not blacklisted our firm/company

Bidders Signature with Seal

Note- Scanned Copy of affidavit shall be uploaded/attached in Cover No.1. The successful bidder
shall submit original copy before acceptance offer.

ARTICLES OF AGREEMENT
AGREEMENT

This AGREEMENT made on Day of2017.

BETWEEN

Savitribai Phule Pune University, Ganeshkhind, Pune - 411 007, a body corporate governed by Maharashtra Public University Act, 2016 through its Registrar (hereinafter referred to as 'the University') of One Part.

AND

_____, Pune-

(hereinafter referred to as 'the Bidder', which expression shall, where the context so admits or implies, be deemed to include his heirs, executors and administrators), of the Other Part.

WHEREAS the University is desirous of(hereinafter referred to as the "said work") as shown and indicated in the Specifications and Bill of Quantities (BOQ) which are parts of the Tender document.

AND WHEREAS the University invited Tender for the purpose of awarding the said work.

AND WHEREAS the Bidder submitted his tender for the said work which has been considered and accepted by the University.

AND WHEREAS the University has placed the work order No dated and the Bidder has communicated his acceptance of the said work order.

AND WHEREAS the Bidder has agreed to execute the said work estimated to Rs..... at the item rate mentioned in his Acceptance letter and has deposited Rs..... as initial security deposit for due performance of the Agreement, with due knowledge that this amount will be forfeited if the Bidder fails to comply with the conditions of this Contract.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1) The following documents shall form the parts of this Agreement and parties hereto shall abide the same:

- a. B-2 form Item rate tender and contract for works
- b. Bill of Quantities
- c. Annexure-A & B
- d. All additional terms and conditions mentioned in the Tender Document sold as blank Tender Form and subsequently submitted by the Bidder while submitting his offer.
- e. Letter of Negotiations.
- f. Work Order.

- 2) In consideration of the payments to be made to the Bidder, he shall subject to the conditions of this Agreement, Tender Document and as per the common set of conditions execute and complete the said work.
- 3) The University shall pay the Bidder such sums as shall become payable, hereunder at the times and in the manner specified in the Tender Document.
- 4) The Bidder shall at the first instance and at his own cost and expenses, arrange for all the material whatsoever, necessary for the said work and also tools, instruments, machinery etc. whatsoever, necessary for the same and in case, any material is rejected by the University, the Bidder shall forthwith, at his own expenses replace the same with the quality material duly approved by the University.
- 5) The Bidder shall not on any account, whatsoever; sublet the said Supply of Paper in part or in full, except with the previous approval of the University.
- 6) The Bidder shall remain liable to and shall indemnify the University in respect of all causes or actions, claims, damages, compensations, or charges and expenses arising out of any accident or injury, sustained by any workman or any other person while executing the said work.
- 7) The workers employed by the Bidder for providing the said services shall be the employees of the Bidder and not of the University.
- 8) The Bidder shall be solely responsible for the selection, appointment of the workers and for disciplinary action, if any, against his workers.
- 9) If any worker employed by the Bidder causes any damage to the property of the University, the Bidder shall make good the loss suffered by the University.
- 10) The University shall not be responsible for any claim arising out of any loss or injury caused to the workers employed by the Bidder for carrying out the said work.
- 11) The Bidder shall be responsible for payment of wages to each worker employed by him pursuant to this Agreement regularly and according to the rates of wages prevailing in the market or as fixed by the Government, from time to time.
- 12) The Bidder shall observe and perform all the requirements of applicable laws and shall comply with all provisions of Contract Labor (Regulation and Abolition) Act 1970, ESI Act, 1948. Minimum Wages Act, 1948, Payment of Bonus Act, 1965 and other Acts applicable to the Bidder for the time being in force. The Bidder shall indemnify and keep indemnified the University against any loss, costs, charges or expenses, suffered or incurred by the University on account of breach thereof by the Bidder.
- 13) All disputes arising out of or in connection with this Agreement shall be deemed to have arisen in Pune and only the Courts in Pune shall have the jurisdiction to determine the same.

IN WITNESS WHERE OF both the parties hereto have set their hands, the date and year hereinabove mentioned.

For and on behalf of

For and on behalf of

The Registrar
Savitribai Phule Pune University

The Bidder

Witnesses:

1) -----

2) -----



सावित्रीबाई फुले पुणे विद्यापीठ संक्षिप्त ई-निविदा सूचना

जा. क्र./मुद्रणालय/टेंडर नो./२०१८-१९/०१

दिनांक : २१ सप्टेंबर २०१८

सावित्रीबाई फुले पुणे विद्यापीठाच्या मुद्रणालय विभागास खाली नमूद केलेला कागदाचा पुरवठा करण्याकरीता अनुभवी उत्पादकाकडून / वितरकाकडून / पुरवठादारांकडून बी-२ नमुन्यात दोन लिफाफा पद्धतीने ऑनलाईन ई-निविदा मागविण्यात येत आहेत.

अ.क्र.	कामाचे नाव	निविदा इसारा / बयाणा रक्कम रु.	ई-निविदा संचाची किंमत रुपये.
१	सावित्रीबाई फुले पुणे विद्यापीठ मुद्रणालयाच्या कामासाठी व्हाईट प्रिटींग पेपर, ६० जीएसएम, साईज - २३ बाय ३६ इंच आणि ड्रॉईंग पेपर, १०० जीएसएम, साईज-२२ बाय ३० इंच आवश्यकतेनुसार पुरवठा करणे.	५०,०००/-	५००/-

अटी व शर्ती

१. को-या निविदा, अटी व शर्तीसह महाराष्ट्र शासनाच्या www.mahatenders.gov.in या ई-निविदा पोर्टलवर उपलब्ध असून निविदा संचाची किंमत ऑनलाईन अदा केल्यानंतरच डाऊनलोड करता येईल.

अ.क्र.	तपशील	दिनांक	वेळ
१	निविदा प्रकाशित करण्याचा दिनांक	दि. २१.०९.२०१८	सांय. ५.००
२	निविदापूर्व बैठक	दि. २६.०९.२०१८	स. १२.००
३	निविदा सादर करणे प्रारंभ दिनांक	दि. २१.०९.२०१८	सांय. ५.००
४	निविदा सादर करणे अंतिम दिनांक	दि. ०३.१०.२०१८	दु. १.३०
५	लिफाफा क्र. १.१ ब जमा करण्याचा अंतिम दिनांक	दि. ०३.१०.२०१८	दु. १.३०
६	निविदा उघडण्याची दिनांक	दि. ०४.१०.२०१८	दु. ३.००

२. सर्व पात्र / इच्छुक निविदाकारांनी निविदापत्र डाऊनलोड करण्यासाठी व निविदा प्रक्रियेत भाग घेण्यासाठी ई-निविदा प्रणालीच्या www.mahatenders.gov.in या पोर्टलवर वर नोंदणी (Enroll) करणे आवश्यक आहे.

३. निविदाकारांना वर नमूद केलेल्या संकेतस्थळावर ई-निविदा ऑनलाईन सादर करणे संदर्भात व डिजिटल प्रमाणपत्र वितरीत करण्यासंदर्भात काही शंका / अडचणी असल्यास त्यांनी खालील दूरध्वनी क्रमांकावर संपर्क साधावा. 24X7 Help Desk Toll Free No. 1800-3070-2232
४. सदर अटी व शर्ती ई-निविदेमध्ये पहावयास मिळतील.
५. सदर कामांची ई-निविदा कोणतेही कारण न देता रद्द करण्याचे अधिकार विद्यापीठाने राखून ठेवलेले आहेत.
६. वरील कामांची ई-निविदा सूचना सावित्रीबाई फुले पुणे विद्यापीठाच्या www.unipune.ac.in या इंटरनेट वरील वेबसाईटवर सुद्धा उपलब्ध आहे.
७. निविदाकारांनी निविदा संदर्भात सर्व दस्तऐवज ऑनलाईन सादर करणे अनिवार्य राहिल. तसेच अनामत रक्कम ऑनलाईनच भरावी लागेल. अन्यथा ई-निविदा प्रक्रियेत सहभागी होता येणार नाही.
८. ई-निविदेमध्ये नमूद केलेल्या पात्रतेच्या निकषांनुसार सर्व कागदपत्रे ई-निविदेच्या लिफाफा क्र. १ मध्ये (तांत्रिक निविदा) अपलोड करणे अनिवार्य आहे. त्याशिवाय वित्तीय ई-निविदा उघडण्यात येणार नाही.
९. ऑनलाईन निविदेतील दराची ग्राह्यता, निविदा भरण्याच्या अंतिम दिनांकापासून ९० दिवसापर्यंत ग्राह्य राहिल.

व्यवस्थापक,
विद्यापीठ मुद्रणालय
सावित्रीबाई फुले पुणे विद्यापीठ
पुणे-०७

प्रभारी कुलसचिव,
सावित्रीबाई फुले पुणे विद्यापीठ
पुणे-०७

प्रत माहितीसाठी :

१. विद्यापीठ मुद्रणालय - नोटीस बोर्ड
२. विभाग प्रमुख, सी. आय.एन.एस - इंटरनेट प्रसिद्धीसाठी