



**MADHYA PRADESH STATE JUDICIAL ACADEMY**  
**HIGH COURT OF MADHYA PRADESH, JABALPUR**

(Ambedkar Square, Ghamapur Road, Jabalpur (MP), 482007)  
Telephone No. 0761- 2628679

Ref No. 312 /MPSJA/2019

Dated: 18-07-2019

**TENDER DOCUMENT**

For

**Printing and Supply of Bi-monthly magazine JOTI JOURNAL At**  
**Madhya Pradesh State Judicial Academy, Jabalpur**

**Important Dates**

1.	Date of Pre-Bid Meeting	29 <sup>th</sup> July, 2019 at 11:00 AM at Conference Hall, MPSJA
2.	Start Date for submission of Tender Document	22 <sup>nd</sup> July, 2019 at 10:00 AM
3.	Last Date for submission of Hard Copy of Pre-qualification Bid	20 <sup>th</sup> August, 2019 upto 03:00 PM at Inward Section of MPSJA
4.	Last Date for submission of Online Pre-qualification and Financial Bid	19 <sup>th</sup> August, 2019 upto 05:00 PM
5.	Pre-qualification Bid Opening Date	21 <sup>st</sup> August, 2019 at 11:00 AM at Conference Hall, MPSJA

Venue for submission and : Office of Director, MP State Judicial  
opening of tender Academy, Ambedkar Square, Ghamapur  
Road, Jabalpur (MP), 482007

Tender Document is also available on the official website of the High  
Court [www.mphc.gov.in](http://www.mphc.gov.in) and official e-procurement website of State  
[www.mptenders.gov.in](http://www.mptenders.gov.in)

Name & Address of the Tenderer: -----

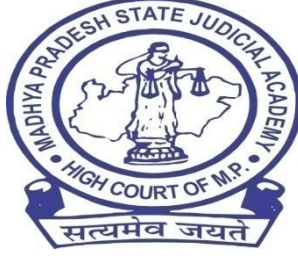
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**Note:- This document contains total 32 pages including cover. No change and  
modification in the document by the bidder is permissible.**

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Ref No. 312 /MPSJA/2019

Dated:18-07-2019

**Chapter -I**

**NOTICE INVITING TENDER**

The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur invites sealed tenders in two cover system from experienced and reputed Printers for the “**Printing and Supply of Bi-monthly magazine 'JOTI JOURNAL' At Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh, Jabalpur.**”

Sl. No.	Annual Estimated Cost of the Project	Earnest Money Deposit (EMD) (In Rs.)	Cost of Tender Document (in Rs.)	Last Date / Time of Submission of Online Tender Document	Last Date / Time of Submission of hard copy of tender Document	Date and Time of Opening of Technical Bids	Time for Completion of the Work
1.	Rs. 10,00,000/-	Rs. 20,000/-	Rs. 1,000/-	19 <sup>th</sup> August, 2019 upto 05:00 P.M	20 <sup>th</sup> August, 2019 upto 03:00 PM at Inward Section of MPSJA	21 <sup>st</sup> August, 2019 upto 11:00 AM	15 days after submission of final proof of each issue

1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website [www.mptenders.gov.in](http://www.mptenders.gov.in) after paying Tender Fee of Rs. 1,000/- and Processing Fee, as applicable. The tender document is also available on website of High Court i.e., <http://www.mphc.gov.in> for reference.
2. Bidders can submit its tender online at [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before the key dates given above. The physical/hard copy of the Pre-qualification Bid also be submitted at the address below latest by **20th August, 2019 at 03:00 P.M.**

3. All further notifications/amendments, if any shall be posted on [www.mptenders.gov.in](http://www.mptenders.gov.in) and [www.mphc.gov.in](http://www.mphc.gov.in) only. No separate communication shall be made with individual Bidders.
4. The financial bids are to be submitted only online and no hard copy to be submitted along with the bid. All other terms and conditions for submission of tender are contained in this document.
5. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.
6. The Registrar General, High Court of Madhya Pradesh, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.

**Address for communication:**

**Director, Madhya Pradesh State Judicial Academy, Ambedkar Square,  
Ghamapur Road, Jabalpur (MP), 482007**

**Email: [mpjotri@gmail.com](mailto:mpjotri@gmail.com), Landline: 0761-2628679**

## Chapter -II

### **Terms and Conditions for e-Tendering**

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website [www.mptenders.gov.in](http://www.mptenders.gov.in). Therefore, it is advised to all prospective bidders to get registration by making online registration fees payment at the earliest.
2. Tender documents can be purchased only online on payment of tender fees and downloaded from website [www.mptenders.gov.in](http://www.mptenders.gov.in) by making online payment for the tender document fee.
3. Service and gateway charges shall be borne by the bidders.
4. Since the bidders are required to sign their bids online using **Class – III Digital Signature Certificate**, they are advised to obtain the same at the earliest.
5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website [www.mptenders.gov.in](http://www.mptenders.gov.in). Please note that it may take upto 7 to 10 working days for issuance of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
6. If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at [www.mptenders.gov.in](http://www.mptenders.gov.in).
9. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
10. For any type of clarification bidders can visit [www.mptenders.gov.in](http://www.mptenders.gov.in) and contact Help Desk No. For any technical related queries please call 24 x 7 at Help Desk Numbers 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787 or [technical-support-eproc@nic.in](mailto:technical-support-eproc@nic.in), Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
11. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact Help Desk.
12. The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
13. The firms registered under NSIC are exempted for submission of tender fees and EMD. But they have to enclose valid documents in this regard.

## Chapter III

### **INSTRUCTIONS TO BIDDERS**

**3.1 DEFINITIONS:-** In this document the following words and expressions have the meaning hereby assigned to them:-

- (a) **“The Purchaser”** means the Registrar General, High Court of Madhya Pradesh, Jabalpur or his representative.
- (b) **“Bidder”** means a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- (c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Contractor” appearing anywhere in the document.
- (d) **“The Letter of Award”** means the issuance of a signed letter by the Purchaser of its intention to award the work mentioning the total Contract Period. The timeline for delivery of products and services will start from the date of issuance of Letter of Award.
- e) **“The Contract”** means the agreement entered into between the Purchaser and the Successful Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“The Contractor”** means the individual or firm supplying the Services under this Contract.
- g) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.
- h) **“Approximate Annual Contract Value”** means the approximate total price payable to the Successful Bidder under the contract for printing and supply of six issues of the JOTI JOURNAL in a period of one year.
- i) **“JOTI JOURNAL”** means the bi-monthly publication of the Academy for printing of which this tender is being floated.
- j) **“The Contract Period”** means the period of **three years** commencing from the date of execution of agreement entered into between the Purchaser and the Successful Bidder under the Letter of Award.

- k) “**NIT**” is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- l) “**Director**” means the Director including Director Incharge of Madhya Pradesh State Judicial Academy, High Court of Madhya Pradesh, Jabalpur (M.P.) executing the contract and supervising the execution of the tender on behalf of the Registrar General, High Court of Madhya Pradesh.
- (m) “**Services**” means printing and supply of Bi-monthly magazine JOTI JOURNAL at Madhya Pradesh State Judicial Academy, Jabalpur including all pre-printing works and necessary implications.
- (n) “**Similar Work**” means work of printing, binding or publication of periodicals or journals in government or private sector as per requirement.
- (o) “**Academy or MPSJA**” means Madhya Pradesh State Judicial Academy, Ambedkar Square, Ghamapur Road, Jabalpur (MP), 482007.
- (p) “**Year**” shall mean "Financial Year" unless stated otherwise.
- (q) This tender is subject to availability of Budget / Funds with the High Court of Madhya Pradesh, Jabalpur.

### **3.2 BID DOCUMENT:-**

- 3.2.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document.
- 3.2.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.
- 3.2.3 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be mentioned/made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the technical bid or not giving it in clear terms or making any change in the prescribed forms or

deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram or Fax and those received after the due date will not be entertained.

3.2.4 The Bids should be typed on computer and print out on good quality paper should be submitted. If bid is submitted on proforma by filling in the blanks, the writing should be clean, clear and well legible. The applicant should sign each page of the Tender Document.

3.2.5 Over writing should be avoided. Correction, if any, should be made by neatly crossing out, initiating, dating and rewriting. Pages of the technical bid documents are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

### **3.3 AMENDMENT OF BID DOCUMENTS:-**

At any time, prior to the last date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

### **3.4 COST OF BIDDING:-**

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Purchaser will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

### **3.5 APPLICATION FEE AND EARNEST MONEY DEPOSIT (EMD) :-**

3.5.1 The proposal should be submitted along with online application fee of Rs.1,000/- (Rupees One Thousand only) and online Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand only) or in the form of a demand draft / pay order / FDR / unconditional Bank Guarantee drawn in favour of **“Registrar General, High Court of Madhya Pradesh, Jabalpur”** of any Nationalized / Scheduled bank payable at Jabalpur. The Bid submitted without EMD and/or the application fee shall be summarily rejected. No interest will be payable on the EMD, in any case whatsoever. Firms registered under NSIC are exempted from submission of Earnest Money Deposit.

3.5.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract with the purchaser and has furnished the required Performance Guarantee.

3.5.3 The EMD will be forfeited:



(i) If a Bidder withdraws its bid during the period of bid validity.

**or**

(ii) If the Bidder fails to accept the Purchaser's corrections of arithmetic errors in the Bidder's bid (if any),

**or**

(iii) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

**or**

(iv) If the Successful Bidder fails to execute the Contract within stipulated time under the Letter of Award.

3.5.6 The EMD of unsuccessful bidders shall be returned after the completion of tender process and finalisation of the bid.

### **3.6 BID PRICES:-**

The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies, taxes & expenses i.e. GST, packing, forwarding, freight etc.

### **3.7 BID VALIDITY:-**

The bids shall remain valid for a period of **180 days** from the last date of submission.

### **3.8 ONLY ONE BID PER PARTY:-**

Each bidder is permitted to submit ONLY ONE BID irrespective of whether he is the sole bidder, or the Leader or Member of a duly formed JV or Consortium. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted may be summarily rejected and the purchaser shall not entertain any further request/ correspondence in this matter.

### **3.9 SUBMISSION OF PROPOSALS:-**

3.9.1 All proposals except Financial Bid will also have to be submitted ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound shall summarily be rejected. All the Pages and Papers are to be sealed and signed.

Form of Financial Bid in Hard Bound copy should be left open by writing “Submitted Online”.

3.9.2 The Bidders are required to fill up and submit the documents with their proposals.

3.9.3 The proposals shall be submitted in three parts, viz.,

(a) **Envelope-1:** Containing online application fee of Rs. 1,000/- (Rupees One Thousand only) & EMD of Rs. 20,000/- (Rupees Twenty Thousand only). The envelope should be superscribed as “**Envelope 1 – EMD & Application Fee**” at the top left corner.

(b) **Envelope-2:** Pre-qualification Proposal superscribed as “**Envelope 2 – Pre-qualification Proposal**” (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in **the Tender Document**, other required Pre-qualification documents as prescribed in **Tender Document**, complete Tender Document, any other related material etc.). In the Hard Bound proposal, there should not be any indication about the prices (printed or otherwise) of any of the services offered.

(c) **Envelope-3:** All the sealed envelopes should again be placed in a sealed cover super scribed as “**Printing and Supply of Bi-monthly magazine JOTI JOURNAL At Madhya Pradesh State Judicial Academy, Jabalpur**” from: M/s \_\_\_\_\_” “NOT TO BE OPENED BEFORE 11.00 A.M. on 21<sup>st</sup> August, 2019 which will be received and time mentioned in the Schedule of Events (Chapter-III – 3.15) of this document. The Bid is to be submitted to the “**Director, Madhya Pradesh State Judicial Academy, Ambedkar Square, Ghamapur Road, Jabalpur (MP), 482007**”.

3.9.4 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

### **3.10 LATE BIDS:-**

Any bid received by the Purchaser after the time and date for receipt of bids prescribed by the Purchaser in the tender shall be rejected.

### **3.11 MODIFICATION AND WITHDRAWAL OF BIDS:-**

3.11.1 The Bidder is allowed to withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Purchaser.

3.11.2 Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

3.11.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal shall result in the forfeiture of its EMD from the Bidder.

3.11.4 No modification in Bid shall be allowed after its submission.

### **3.12 LOCAL CONDITIONS:-**

3.12.1 Each Bidder is expected to get fully acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.

3.12.2 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the Bid documents. The Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.

### **3.13 CONTACTING THE PURCHASER:-**

Any effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

### **3.14 ELIGIBILITY AND PRE-QUALIFICATION CRITERIA:-**

3.14.1 The bidder should have an integrated printing press having facility of Offset and Digital Printing capable for undertaking such jobs of printing and supply of periodicals or magazines or journals and has successfully executed such jobs. A profile and supporting documents should be submitted along with the Pre-qualification Bid.

3.14.2 Average Annual Financial Turnover of the bidder during the last 03 years, ending 31<sup>st</sup> March, 2019 of previous financial years should be at least Rs. 25.00 lacs. Documentary proof needs to be submitted for the above.

3.14.3 Experience in printing and supply of periodicals or magazine or journals during the last **three years** ending last day of month previous to the month of publication of this tender, should be either of the following:-

(a) Three similar completed work costing not less than the amount equal to 25% of the estimated cost.

OR

(b) Two similar completed work costing not less than the amount equal to 40% of the estimated cost.

OR

- (c) One similar completed work costing not less than the amount equal to 50% of the estimated cost.

**Similar works means:-** Printing, binding and publication of periodicals or journals in government or private sector. The bidder has to quote the complete bid as a package.

- 3.14.4 Bidders that meet ALL of the following pre-qualification criteria need only apply.

**3.15 SCHEDULE OF EVENTS:-**

The tentative dates for the schedule of key events of this tender are given as under:-

Sl. No.	Events	Date
01	Date of Pre-Bid Meeting	29 <sup>th</sup> July 2019 11:00 PM in the Conference Hall, MPSJA
02	Last date and time of online submission of proposal	19 <sup>th</sup> August, 2019 till 06:00 P.M.
03	Last date and time of tender hardcopy submission	20 <sup>th</sup> August, 2019 till 03:00 P.M. at Inward Section of MPSJA
04	Date and time of opening of the Technical Bids	21 <sup>st</sup> August, 2019 at 11:00 A.M. in the Conference Hall, MPSJA
05	Date and time of opening of the Financial Bids	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.

**3.15 OPENING OF PROPOSAL:-**

- 3.15.1 The Evaluation Committee constituted by Registrar General or its authorized representative will open the tenders.

- 3.15.2 The Financial Bid of only those bidders who will be found eligible as per Technical Bid will be opened.

- 3.15.3 The Bids shall be opened in the presence of the bidders. Representatives, if any, of the bidder(s) seeking to be present shall have to submit a letter of Authority issued by the bidder on printed letter head along with the identity proof. The bidders/representatives need to be present at the scheduled time and place mentioned above at their own cost.

3.15.4 In case any of the above mentioned dates is declared holiday, the Technical or Financial Bid, as the case may be, shall be opened at the same time and place on the next working day. No separate notice shall be issued to the bidders in this respect.

### **3.16 EVALUATION:-**

3.16.1 The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

3.16.2 At any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.

3.16.3 **Phase-1: Application Fee & EMD:** First, the envelope containing Application fee and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner, then the second envelope containing Pre-Qualification Proposal and documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

**Phase-2: Pre-Qualification and Proposal Evaluation:** The Bidder shall have to fulfill all the Pre-qualification criteria. These documents will be scrutinized along with the Pre-qualification Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Proposal is non-responsive will not be eligible for further communication. Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the detailed specifications as mentioned in the Bid document. Evaluation of Pre-qualification Proposal by the Purchaser shall not be questioned by any of the Bidders. The proposals shall be opened in presence of their representatives who choose to attend.

**Phase-3: Financial Bid Evaluation:-** The Financial/Commercial Proposal Evaluation will be based on the "individual cost" of an item and "Total Cost" of the items, which would be the total pay outs including all taxes, duties and levies for the Printing and Supply of Bi-monthly magazine JOTI JOURNAL at Madhya Pradesh State Judicial Academy, Jabalpur.

### **3.17 DECIDING AWARD OF CONTRACT:-**

3.17.1 The Purchaser reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the

already submitted Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the Purchaser or its appointed representative on the date asked for, at no cost to the Purchaser.

3.17.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.

3.17.3 The Purchaser will notify the Successful Bidder on its intention to award the work through “Letter of Award” mentioning the schedule of rates. The timeline for delivery of services will start from the date of issue of Letter of Award.

3.17.4 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.

3.17.5 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Purchaser. This is deemed as the “Contract” or “Contract Agreement” defined elsewhere in this tender document.

3.17.6 All costs relating to the stamp duty or otherwise relating to execution of Contract Agreement shall be borne by the Successful Bidder.

### **3.18 GENERAL INSTRUCTIONS TO THE BIDDERS:-**

3.18.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the MPSJA, Jabalpur is not reimbursable.

3.18.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

3.18.3 Successful bidder must ensure his/its establishment in India and in Madhya Pradesh and location mentioned above for successful delivery of services and support.

**3.18.4 Canvassing in any form will lead to disqualification of the bid.**

### **3.19 CONFIDENTIALITY:-**

3.19.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will

be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

- 3.19.2 As used herein, the term “Confidential Information” means any written information including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- 3.19.3 At all times during the performance of the Services, the Bidder shall abide by all applicable High Court of Madhya Pradesh security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- 3.19.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.
- 3.19.5 The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for a period of five years.

## Chapter – IV

### GENERAL CONDITIONS OF THE CONTRACT (GCC)

#### 4.1 SPECIFICATIONS:-

The printing services rendered under this contract shall conform to the Technical Specifications given in this tender under Chapter VI.

#### 4.2 PERFORMANCE GUARANTEE:-

4.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 10% of the Approximate Annual Contract Value valid for a period of 48 months within 15 days from the date of execution of contract.

4.2.2 **Bank Guarantee:-** The Bank Guarantee issued by following banks would be accepted.

- i) State Bank of India or its subsidiaries,
- ii) any Indian Nationalized Bank/Scheduled Bank,
- iii) Export Import Bank of India,
- iv) a foreign bank (issued by a branch outside India) with counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank, and any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 500 Crores as per the latest annual report of the bank.

4.2.3 The Performance Guarantee shall be as per the format approved by the Registrar General, High Court of M.P., Jabalpur.

4.2.4 The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the Successful Bidder's performance obligations under the contract.

#### 4.3 DELIVERY OF FINAL PRODUCT AND RELATED DOCUMENTATION:-

4.3.1 Delivery of the printed and duly binded journals at the Academy along with the related documents as per Bill technical specifications are the responsibility of the Bidder.

4.3.2 The Successful Bidder shall ensure that all final products are supplied within the implementation schedule mentioned in the tender document under Section IV.

#### 4.4 PAYMENT TERMS:-



4.4.1 For the Printing and Supply of Bi-monthly magazine JOTI JOURNAL at Madhya Pradesh State Judicial Academy, Jabalpur, payments will be made in Indian Rupees only.

4.4.2 100% of total price shall be paid after successful delivery of printed JOTO JOURNAL at the office of Madhya Pradesh State Judicial Academy.

4.4.3 All payments shall be subject to the availability of funds.

#### **4.5 PRICES:-**

4.5.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment.

4.5.2 However, any change in rates of taxes such as GST or other shall be subject to change. Any benefit or liability arising out of change in rates of GST or other shall pass on to the Purchaser.

#### **4.6 PURCHASER'S RIGHTS:-**

4.6.1 The Purchaser reserves the right to make changes within the scope of the work at any point of time.

4.6.2 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

#### **4.7 TIME SCHEDULE TO COMPLETE THE CONTRACT:-**

4.7.1 The successful bidder shall have to complete the assignment in accordance with following timeline :

<b>S.No.</b>	<b>Event</b>	<b>Time</b>
1	First proof of the draft provided by Purchaser in word format	Within 07 Days from receipt of draft
2	Second proof of the draft provided by Purchaser in word format	Within 04 Days from receipt of first proof
3	Third proof of the draft provided by Purchaser in word format	Within 03 Days from receipt of second proof
4	Fourth and final proof of the draft provided by Purchaser in word format	Within 02 Days from receipt of third proof
5	Final product	Within 15 Days from receipt of fourth and final proof

- 4.7.2 The Successful Bidder shall ensure that the delivery of Products and/or the delivery of the services are in accordance with the time schedules specified in this tender. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damage charges.
- 4.7.3 The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, condone the delay.
- 4.7.4 Any delay by the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:
- i. Forfeiture of Performance Bank Guarantee
  - ii. Imposition of Liquidated Damage charges
  - iii. Termination of the contract for default.
  - iv. Blacklisting of the Successful Bidder

#### **4.8 LIQUIDATED DAMAGES:-**

If the Bidder fails to perform any or all of the services or to deliver the final product within the time period(s) specified in tender, the Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

#### **4.9 FORCE MAJEURE:-**

- 4.9.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions etc.

4.9.2 If a Force Majeure arises, the Bidder shall promptly notify Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

#### **4.10 TERMINATION:-**

**4.10.1 Termination on expiry of the Contract:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

**4.10.2 Termination on account of Force Majeure:** The Registrar General, High Court of Madhya Pradesh shall have the right to terminate the Contract on account of Force Majeure.

**4.10.3 Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh, Jabalpur shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidders' rights and privileges hereunder, shall stand terminated forthwith.

**4.10.4 Termination for breach of contract:** A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.

**4.10.5 Termination for delay:** Successful Bidder shall be required to perform all activities/services as per the terms and conditions mentioned in the tender document. If the Successful Bidder fails to do so, the Contract may be terminated by Registrar General, High Court of Madhya Pradesh by giving written notice unless Registrar General, High Court of Madhya

Pradesh has extended the period with levy of Liquidated Damages as per tender.

**4.10.6** The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving notice without assigning any reason.

**4.10.7 Consequences of termination:** In all cases of termination of contract herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period and delivery of services or supply of goods upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

**4.10.8** In case of termination of Contract herein set forth the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between Registrar General, High Court of Madhya Pradesh and that particular Contractor (as a bidder) has not been finalized] for two years from the date of termination by the Registrar General, High Court of Madhya Pradesh to such Contractor.

**4.11 ARBITRATION:- In case of any dispute following arbitration clause will apply:-**

Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice of High Court of M.P., Jabalpur. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall at Jabalpur only. The expense of arbitration will be incurred by the parties asked and subject to final award. The Arbitration & Reconciliation Act, 1996 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this contract.

**4.12 GOVERNING LAWS AND JURISDICTION:-**

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at Jabalpur.

## **Chapter – V**

### **SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

- 5.1 DEFINITION:-** These conditions given in this Chapter - V, supplement the “Instructions to the Bidders” given in Chapter - III and conditions given in Chapter - IV and in case of any conflict, the conditions given herein shall prevail over those in Chapters - III and IV.
- 5.2 DESCRIPTION, QUALITY AND SPECIFICATIONS OF MATERIAL:-**
- 5.2.1 All the material including kind papers, size and quality to be used for printing and supply of magazine JOTI JOURNAL shall conform to the relevant specifications as mentioned in Chapter - VII of this document.
- 5.3 CONSIGNEE AND SECURITY OF MATERIAL:-**
- 5.3.1 Security of all the final product in transit shall be the responsibility of Successful Bidder and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of any loss the Successful Bidder shall be responsible for the same. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the Successful Bidder at no cost to the Purchaser.
- 5.4 CONFIDENTIALITY CLAUSE**
- 5.4.1 The Successful Bidder/Contractor shall have to maintain full confidentiality of the contents of JOTI JOURNAL. The Successful Bidder/Contractor shall not disclose or circulate any contents of the JOTI JOURNAL either in printed form or in electronic form or in any other manner to any person or body whatsoever, without written permission of the Registrar General or his duly authorized representative.
- 5.4.2 Breach of condition of this Confidentiality Clause shall not only result into the forfeiture of Performance Guarantee, but shall also held the Successful Bidder/Contractor responsible for civil and criminal action.
- 5.4.3 It shall be the sole responsibility of the Successful Bidder/Contractor to apprise their employees about this Confidentiality Clause and it shall not be any defence in an action for breach of confidentiality clause that one or more employees of the Successful Bidder/Contractor are individually responsible for breach.

**Chapter – VI**  
**SCOPE OF WORK**

- 6.1 The Madhya Pradesh State Judicial Academy is publishing a bi-monthly magazine on law in the name of JOTI JOURNAL since 1995. The shape, size, volume and number of copies has undergone several changes in the past 24 years. The Academy is desirous to get the error free copies printed on good quality paper, having superior binding and digital printing of cover and coloured pages.
- 6.2 The scope of work also covers the designing of Cover Pages as and when felt necessary to do so.
- 6.3 The Successful Bidder/Contractor shall be responsible to incorporate all the corrections made by the Purchaser in *Proofs of the Journal* provided by the Successful Bidder/Contractor. Any error in this regard shall result into fresh printing of the whole lot at the expenses of the Successful Bidder/Contractor.
- 6.4 **SUPPLY:-**
- 6.4.1 Supply of all copies of printed JOTI JOURNAL shall have to be made simultaneously. Academy may refuse to take delivery in parts.
- 6.4.2 The Successful Bidder shall also have to provide the soft copy of finished product in PDF and WORD format immediately after the supply of requisite copies of JOTI JOURNAL.
- 6.5 **PRACTICE AND METHOD OF WORK:-**
- 6.5.1 The work shall be executed to the highest standards using best quality material. The system design shall use state-of-the art techniques/tools. The contractor shall ensure that the entire specifications mentioned in the tender document are complied with.
- 6.5.2 Meeting individual requirements shall not be deemed as meeting the overall quality of the final product.
- 6.5.3 The completed product shall be subject to checks at all stages and tests as deemed necessary by the Purchaser. The same shall be done by the Purchaser and the Successful Bidder/Contractor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.

**Chapter – VII  
SPECIFICATIONS**

**“Specifications-A”  
SPECIFICATIONS OF PAGES TO BE USED FOR PRINTING OF JOTI  
JOURNAL**

<b>S.No.</b>	<b>Description</b>	<b>Make</b>	<b>Remarks</b>
1	MAPLITHO Paper for printing of black and white pages	Century/ Ballarpur or equivalent	1. Finish size of book is 9.75” (L) x 7.25” (W) 2. Page thickness should be 70 GSM or more
2	ART Paper for printing of coloured pages (multi-colour printing)	SinerMas/JK or equivalent	1. Finish size of book is 9.75” (L) x 7.25” (W) 2. Page thickness should be 130 GSM or more 3. Art paper is to be used to print photographs etc.
3	ART Paper for printing of cover pages (multi-colour printing)	SinerMas/JK or equivalent	1. Finish size of book is 9.75” (L) x 7.25” (W) 2. Page thickness should be 300 GSM or more

**“Specifications-B”  
SPECIFICATIONS OF PRINTING QUALITY OF JOTI JOURNAL**

<b>S.No.</b>	<b>Description</b>	<b>Remarks</b>
1	Black and white pages	Offset printing with sufficient margin on all sides
2	ART Paper coloured pages	1. Multi-colour strictly digital printing or 2. Multi-colour offset printing
3	ART Paper cover pages	1. Multi-colour strictly digital printing

**“Specifications-C”  
SPECIFICATIONS OF BINDING QUALITY OF JOTI JOURNAL**

<b>S.No.</b>	<b>Description</b>	<b>Remarks</b>
1	All pages in part wise serial numbers	Every Journal should be binded in side binding technique Stitching at two places Cover to be neatly pasted after stitching

**Note :** All the specifications should be read as equivalent or better.

**Chapter VIII  
FORMS AND CERTIFICATES**

**PRE-QUALIFICATION PROPOSAL SUBMISSION FORM**

**Form: PQ-1  
Techno-commercial Bid**

Sl. No.	Description	Indicate also page number where attached
1	Name, address & telephone number of the agency/firm	
2	Name, designation, address & telephone number of authorized person	
3	Please specify whether Bidder is sole Proprietor/ Partnership Firm/ Private or Limited Company	
4	Name, address, telephone number, Fax No., e-mail address of Directors/Partners/ Proprietors	
5	Copy of Registration Certificate for Printing Press and details of machinery installed	
6	Copy of PAN Card issued by Income Tax Department and Copy of previous three Financial Year's Income Tax Returns	
7	GST Registration No. (Please attach certificate)	
8	Latest GST Return	
9	Experience Certificates / details of three years in providing services in Central Government / State Government / Public Sector Undertakings / Autonomous Bodies / reputed private sector companies	
10	Details of Earnest Money Deposit (EMD): a) Amount: b) Date of issue: c) Name of issuing Bank:	
11	Details of online tender fees:	

**Yours Sincerely,**  
**(Signature of Authorized Signatory)**  
**Name of the Authorized Signatory:**  
**Seal:**



**Form: PQ-2**  
**BIDDER'S SELF DECLARATION**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

**From (Name & Address of the Bidder)**

\_\_\_\_\_ To,  
\_\_\_\_\_ The Registrar General,  
\_\_\_\_\_ High Court of Madhya Pradesh,  
\_\_\_\_\_ Jabalpur

**Subject: Printing and Supply of Bi-monthly magazine JOTI JOURNAL At  
Madhya Pradesh State Judicial Academy, Jabalpur**

**Ref.:** \_\_\_\_\_

1. We hereby declare and confirm that we, \_\_\_\_\_  
\_\_\_\_\_ (Name of the Bidder), having registered office at  
\_\_\_\_\_  
\_\_\_\_\_ (address) have an integrated printing press having facility of Offset and Digital Printing capable for undertaking such jobs of printing and supply of periodicals or magazine or journals.
  
2. We also declare and confirm that we have successfully executed such jobs. A profile and supporting documents are submitted along with this Technical Bid.

**Yours Sincerely,**  
**(Signature of Authorized Signatory)**  
**Name of the Authorized Signatory:**  
**Seal:**

**Form: PQ-3**  
**BIDDER'S ANNUAL TURNOVER**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

**From (Name & Address of the Statutory Auditor)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ **To,**  
\_\_\_\_\_ **The Registrar General,**  
\_\_\_\_\_ **High Court of Madhya Pradesh,**  
\_\_\_\_\_ **Jabalpur**

**Subject: Printing and Supply of Bi-monthly magazine JOTI JOURNAL At  
Madhya Pradesh State Judicial Academy, Jabalpur**

**Ref.:** \_\_\_\_\_

**Sir,**

We hereby certify that the average annual turnover of M/s.  
\_\_\_\_\_ (name of the bidder) is not less than Rs.  
**25.00 lacs during the last three financial years.**

<b>Sl. No.</b>	<b>Firm</b>	<b>2016-17 Amount</b>	<b>2017-18 Amount</b>	<b>2018-19 Amount</b>

**Yours Sincerely,**  
**(Signature of Authorized Signatory)**  
**Name of the Authorized Signatory:**  
**Seal:**

**Form: PQ-4**  
**SIMILAR WORK EXPERIENCE**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

**From (Name & Address of the Bidder)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,  
  
The Registrar General,  
  
High Court of Madhya Pradesh,  
  
Jabalpur

**Subject: Printing and Supply of Bi-monthly magazine JOTI JOURNAL at Madhya Pradesh State Judicial Academy, Jabalpur**

**Ref.:** \_\_\_\_\_

1. We hereby declare and confirm that we, \_\_\_\_\_  
\_\_\_\_\_ (Name of the Bidder), having registered office at  
\_\_\_\_\_  
\_\_\_\_\_ (address) have successfully executed following projects. We are providing the details below:

Sl. No.	Name of the client organization	Work order number and date of issue	Project Value	Brief scope of work	Whether the copies of the work orders / certificates from the client as required, is attached?	
					YES/NO	Pg. No. of the Proposal

(Note: add rows as required).

Yours Sincerely,  
(Signature of Authorized Signatory)  
Name of the Authorized Signatory:  
Seal:

**FORM – I  
BID FORM**

**Tender No. :**

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

To,

**The Registrar General  
High Court of M.P.,  
Jabalpur (M.P.)**

**Respected Sir,**

1. Having examined the terms and conditions of tender document and specifications and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide services of Printing and Supply of Bi-monthly magazine JOTI JOURNAL at Madhya Pradesh State Judicial Academy, Jabalpur for the sum mentioned in the schedule of prices in the Online Bid and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items and rendering of services specified in the order within the delivery schedule specified in the tender.
3. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or the contractual period.
4. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
5. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document.
6. The Registrar General, High Court of Madhya Pradesh may call any or all of the parties for further negotiation.
7. If our Bid is accepted, we will obtain the unconditional performance guarantee of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
8. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written

acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.

**Dated this ..... day of ..... 2019**

**Name and Signature** .....

**In the capacity of** .....

**Duly authorised to sign the bid  
for and on behalf of** .....

**Witness** .....

**Address** .....

**Bidder's Signature**

**CERTIFICATES**

**WE CERTIFY THAT:**

1. We will not sell the **JOTI JOURNAL** to other institutions, bodies and also in the market on payment or otherwise, except on written order of the High Court.
2. The rate of GST mentioned in the Financial Bid is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities in respect of the services.
3. The **printing services** offered will be of the best quality and workmanship and their supply to be strictly in accordance with the specifications and particulars as detailed in the Tender Document.
4. The information furnished by us in the BID is true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of rate contract as applicable from time to time and agree to abide by them.
6. We shall maintain the confidentiality of the Database provided to us for printing services.
7. No misuse of the Photographs and database will be done by us. If it is found so, we understand that suitable action will be taken against us as per laws.

**Dated this ..... day of ..... 2019**

**Name and Signature** .....

**In the capacity of** .....

**Duly authorised to sign the bid  
for and on behalf of** .....

**FORM -2**

**FINANCIAL BID (PRICE SCHEDULE)**

**Name of the Bidder:**

**COST OF PAPER**

<b>Sr. No.</b>	<b>Item Description</b>	<b>Remarks</b>	<b>Unit Price (Rs.)</b>	<b>GST (Rs.) as applicable</b>	<b>Total Unit Price</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 = 3 + 4</b>
<b>1.</b>	MAPLITHO Paper for printing of black and white pages	1. Make: Century /Ballarpur or equivalent ( <b>please mention</b> ) 2. Finish size of book is 9.75” (L) x 7.25” (W) 3. Page thickness should be 70 GSM or more			
<b>2.</b>	ART Paper for printing of coloured pages (multi-colour printing)	1. Make: SinerMas/JK or equivalent ( <b>please mention</b> ) 2. Finish size of book is 9.75” (L) x 7.25” (W) 3. Page thickness should be 130 GSM or more 4. Art paper is to be used to print photographs etc.			
<b>3</b>	ART Paper for printing of cover pages (multi-colour printing)	1. Make: SinerMas/JK or equivalent ( <b>please mention</b> ) 2. Finish size of book is 9.75” (L) x 7.25” (W) 3. Page thickness should be 300 GSM or more			

### COST OF PRINTING

Sr. No.	Item Description	Unit Price (Rs.) for finish page size 9.75" (L) x 7.25" (W)	GST (Rs.) as applicable	Total Unit Price
	1	2	3	4 = 2 + 3
1.	Black and white pages Offset Printing			
2.	ART Paper coloured pages Multi-coloured Offset Printing			
3	ART Paper coloured pages Multi-coloured Digital Printing			
4	ART Paper cover pages Multi-coloured Digital Printing			

### COST OF BINDING

Sr. No.	Item Description	Unit Price (Rs.) for finish book size 9.75" (L) x 7.25" (W)	GST (Rs.) as applicable	Total Unit Price
	1	2	3	4 = 2 + 3
1.	All pages in part wise serial numbers			

- Rates for any additional/optional features to be mentioned clearly.
- The rates should be quoted in Indian rupees only.
- The rates quoted should include all other expenses such as freight, handling etc.

Signature of Bidder with seal \_\_\_\_\_

Name \_\_\_\_\_

Business address \_\_\_\_\_

Tel. No. & Mobile No. \_\_\_\_\_

Email: \_\_\_\_\_

Date: