



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2024/B/5528784 Dated/दिनांक : 21-10-2024

# Bid Document/ बिड दस्तावेज़

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Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-11-2024 10:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-11-2024 10:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	45 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Micro Small And Medium Enterprises		
Department Name/विभाग का नाम	Ministry Of Micro Small And Medium Enterprises		
Organisation Name/संगठन का नाम	Coir Board		
Office Name/कार्यालय का नाम	Head Office Kerala		
ltem Category/मद केटेगरी	Paper-based Printing Services - Printing with Material; Magazine; As mentioned in the Scope of Work		
Contract Period/अनुबंध अविध	1 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3 Lakh (s)		
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)		
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes		
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छ्ट प्राप्त है	Yes		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

Bid Details/बिड विवरण		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	600000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes	
Arbitration Clause	No	
Mediation Clause	No	

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	25000

## ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

## Beneficiary/लाभार्थी:

As mentioned in the Scope of Work Coir Board, Coir House M G Road, Kochi (Secretary Coir Board)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
- 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost: or
- 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or
- 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

# Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Additional customization details: 1729504675.pdf

# Paper-based Printing Services - Printing With Material; Magazine; As Mentioned In The Scope Of Work ( 600 )

## Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Printing	Printing with Material
Category of Printing	Magazine
Mode of Printing	As mentioned in the Scope of Work
Single/ Double Sided	As mentioned in the Scope of Work
Colour of Printing	As mentioned in the Scope of Work
Printing Content	As mentioned in the Scope of Work
Paper Material	As mentioned in the Scope of Work
Standards of Paper	As mentioned in the Scope of Work
Size of the Paper (in cm)	As mentioned in the Scope of Work
Thickness of Paper in GSM	As mentioned in the Scope of Work
Inserts	As mentioned in the Scope of Work
Lease/ Agreement/ Rent receipts (in case of rented space) to be uploaded(documentary proofs to be submitted by SP)	NO
Number of languages of printing	As mentioned in the Scope of Work
Language	As mentioned in the Scope of Work
Addon(s)/एडऑन	

## Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Copies	Additional Requirement/अतिरिक्त आवश्यकता
1	P V Thankachan	682016,Coir House, M.G.Road, Pallimukku Junction GST No - 32AAAGC3241G3Z2	600	Number of pages per Item : 44

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Secretary, Coir Board A/c Account No. 57009832813 IFSC Code SBIN0070261 Bank Name SRI

Branch address

Perumanoor,kochi

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Secretary Coir Board pavable at

Ernakulam

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 4. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

#### 5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

## Coir News - the Monthly Magazine of Coir Board

## Scope of the work:

- 1. Size of the Magazine Demy 1/4 (22 x 28 cm)
- 2. Number of pages: Cover Pages 4

Colour Pages – 12 (Minimum)

Black & White Pages - 28 (Minimum)

3. Paper:

Cover page  $-300~\rm gsm$  art paper with one side lamination Inside Colour page  $-130~\rm gsm$  art paper Black & White (Mono)  $-80~\rm gsm$  maplitho

- 4. 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> proof of the journal should be got approved by the undersigned or an officer designated by him, before final strike.
- 5. The style and layout of the journal should be exactly in accordance with the directions of the Board. Any change in those aspects should be with the priorwritten consent of the Board
- 6. The Coir News should be inserted in the cover provided by us and affixaddress on the cover.
- 7. Printed copies of the publication should be delivered on 05<sup>th</sup> of every monthat the office of Coir Board Head Office, Kochi 16 at the Printer's expenses.
- 8. The charges for extra pages will be considered as per the rate given in the agreement.
- 9. The tax element should be shown separately.
- 10. A brief profile of the printer with list of clients has to be enclosed with the bid.
- 11. **Payment terms:** The payment will be given within 30 days on submission of theoriginal GST bill.
- 12. Please quote the rate for above specifications. The contract will be valid for one year and extendable. During the period, the number of pages may vary every month. Therefore, those who get the contract should give the breakup(in the format enclosed) of the price in the agreement. Extra cost for printing one colour page and black & white page may be mentioned in the financial bid separately.

## **General Terms and Conditions**

- 1. The intending bidders should have at least 3 years experience of executing similar work preferably for Govt. bodies or reputed companies. Company profile, the record showing past experience (work order and completion certificate should be attached) have to be furnished along with technical bid.
- 2. The Company should have a well-trained in-house team for conductingthis work. Proof of the same to be submitted along with the technical bid.

- 3. The company should have turnover of Rs.3 lakhs or more, for each of the three financial years (2020-21, 2021-22 & 2022-23). A certificate from the Chartered Accountant clearly specifying the turnover for eachyear must be submitted in this regard. Signed Copies (Chartered Accountant/Cost Accountant) of the Balance Sheet and IT return of above 3 years should be attached.
- 4. Copies of Articles of Association (in case of registered firm)/ Bye laws and certificate of registration (in case of registered cooperative societies)/ Partnership deed (in case of partnership firm) should be submitted along with the technical bid (Annexure A).
- 5. The bidder must submit a self certificate that his firm has not beenblacklisted by any Govt. agency since its inception.
- 6. By submitting a proposal, each bidder shall be deemed to acknowledge that he/she has carefully read all the terms& conditions and limitations.
- 7. The rate may be quoted after detailed study of the scope of the work, terms and conditions.
- 8. That the rates quoted are not higher than the rates quoted for same item to any Government/Undertaking.
- 9. The quotation along with documentary evidence to prove the credentials should be uploaded.
- 10. The invitation for Bids is not an offer and is issued without any commitments. Coir Board reserves the right to withdraw the invitation and change or vary any part thereof at any stage if it determines that such action is in the best interest of the Board. Coir Board also reserves the right to disqualify any bidder, should it be so necessary at any stage. The decision of the Board shall be final.
- 11. The price bid should contain all inclusive cost per copy of Coir News, including printing and delivery charges.
- 12. The total number of Coir New's required by the Board may vary by 120 Nos.
- 13. Timing and sequence of events resulting from this invitation shall ultimately be determined by Coir Board.
- 14. The bidders shall have no claims whatsoever against Coir Board arising out of or relating to this invitation of Bidsor these procedures (other than those arising under adefinitive service agreement with the bidder in accordance with the terms thereof).
- 15. Bidders who are found to canvass/ influence or attempt to influence

in any manner during the qualification or selection process shall be disqualified from the processat any stage.

- 16. The bidders' proposals in the bid document will be evaluated as per the requirements specified in the invitation of Bids and adopting the qualification criteria spelt out in this invitation.
- 17.Coir Board reserves the right to short list the parties responding to this notice on the basis of the evaluation of the Technical Bids before opening of the financial bids. Submission of more than one bid by the same partywill be a disqualification.
- 18. The rates quoted should be as per the format.
- 19. Deduction of taxes / levies as applicable from time to time will be deducted at source by the Board while releasing payment.
- 20. The selected agency will have to enter into an agreement (**Annexure B**) in stamp paper worth Rs. 200/- with Coir Board.

## 21. Earnest Money Deposit

- a) The EMD will be forfeited, if a Bidder withdraws his bid during theperiod of bid validity, specified by the Bidder in the Bid and / or onsubmission of false documents / undertaking.
- b) The quotations should accompany details of RTGS/NEFT transfer of amount towards EMD of Rs.25,000/- drawn in favour of Secretary, CoirBoard A/c. No.57009832813, IFSC: SBIN0070261, SBI, Perumanoor, Ernakulam.
- c) The units registered with MSME Udyam Registration are exempted from submission of EMD. A copy of the MSME Udyam RegistrationCertificate may be uploaded with technical bid.
- d) A bid received without EMD shall be rejected as non-responsive at the bid opening stage.
- e) Bid will be rejected, if EMD is found to be of lesser amount or EMD isnot submitted in the manner prescribed therefore.
- f) The EMD is normally to remain valid for a period of forty-five daysbeyond the final bid validity period.
- g) The EMD of the unsuccessful bidder will be returned to them within 30days after finalization and award of the tender without any interest.
- 22.Exemptions and preference will be allowed to MSME & MSME(SC/ST)registered agencies as per prevailing Rules.
- 23. Startups and Micro & Small enterprises have allowed relaxation on Prior Experience

and Prior turnover as per M/o MSME Policy Circular No.1(2)(1)/2016-MA dated 10<sup>th</sup> March 2016.

- 24. Conditional tenders and tenders with conditional offers will summarily be rejected.
- 25. The successful bidder should submit a **performance sec urity** equal to 5% of the value of the contract. The performance security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank within 7 days of issuing work order. On receipt of performance security, Bid Security will be refunded to the Bidder. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
- 26. **Arbitration:** The terms and conditions in this bid document and the contract will be interpreted in Indian Laws. In the event of any dispute/litigation between the Agency and the Coir Board in respect of any of the conditions/provisions of this agreement/work order, the decision of Chairman, Coir Board shall be final and binding on both the parties and any litigation arising out of this document/agreement shall be subject to Jurisdiction of Courts at Kochi, Kerala.

## 27. Agency's Obligations

- a) The selected Agency is obliged to work closely with the Coir Board authority, act within its own authority and abide by directives issued by the Board. The Agency will abide by the job safety measures prevalent in India and Coir Board cannot beheld responsible for any eventual mishap for non -compliance of this provision. Incase of any accident or accidental death of workman of the agency while on duty, the compensation as per relevant law shall have to be borne by the agency. The Agency will pay all indemnities arising from such incidents and will not hold the Board responsible or obligated
- b) The Agency is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanor
- 28.**Indemnity:** The Bidder shall be responsible to compensate any loss, damages, expense, claims or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

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- a) Any negligence or wrongful act or omission by the Bidder in connection withor incidental to this Contract; or
- b) Any breach of any of the terms of the Bidder's Bid as agreed, the Tenderand this Contract by the Bidder,
- c) The indemnity shall be to the extent of 100% in favour of the Coir Board.
- 29. **Risk- Purchase:** If the bidder after submission of the tender and on the acceptance of the same fails to abide by the terms and conditions of the Tender Document or fails to complete the work within the specified time or atany time repudiates the contract, Coir Board will have the right to:
  - a) Failure to organize the work as per the scope of work within the stipulated period shall entitle Board for the imposition of above penaltywithout assigning

- any reasons. Payment will be release accordingly.
- b) If the work is not made as per the time schedule stipulated in the work order/tender notice and due to that account Board is forced to execute the work through alternate sources at a higher price, the agency will have to pay the incremental value so incurred to Coir Board or will be recovered by the Board through appropriate means.
- c) Terminate the contract of the agency and further blacklist the agency.
- d) Invoke the Earnest Money Deposit and Performance Guarantee.
- 30. **Agency's Integrity:** The selected Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract. AnIntegrity Pact to be filled and signed in the enclosed format (Annexure C) and submittedalong with Technical Bid.
- 31.**Permits and Licenses:** Permits and licenses for release of materials which are under Government control will be arranged by the selected agency. The Owner will render necessary assistance, sign any forms or applications that may be necessary.
- 32. **Termination:** Coir Board may terminate the Contract of the agency in case of the occurrence of any of the events specified below:
  - a) If the Agency becomes insolvent or goes into compulsory liquidation.
  - b) If the Agency, in the judgment of Coir Board, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - c) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Coir Board.
  - d) If the agency does not execute the contract to the satisfaction of the Coir Board, then the Board may invoke any or all of the following clauses: -
    - 1. Forfeit the Performance / Security Deposit
    - 2. Terminate the contract without any liability of Coir Board towards the selected agency.
- 33.**Force Majeure:**For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

## 34.Payment terms

- a) Our normal payment terms are 100% within one month on receipt and acceptance of Coir News without any damage at Coir Board, Kochi, Kerala.
- 35. Coir Board will have right to drop any agency without assigning any reason what so ever. Coir Board also reserves theright to modify the terms and conditions for appointment.

For any further clarification/details required contact Marketing & Publicity Officer, Coir Board, Coir House, M.G Road, Cochin, Phone No: 0484-2371195, 2351900 during 9.00 am to 5.30 pm on all working days (Monday to Friday).

technical bid will be opened on **12.11.2024** at 10.30 am. More details can be had from the Board's office during working hours. Ph: 0484-2351900. The price bids will be opened after evaluation of the technical bids by a duly appointed committee for short listing of bids.

The undersigned reserves the right to accept or reject any or all the quotations either in part or full without assigning any reason whatsoever.

**SECRETARY** 

## **COIR BOARD**

# (Ministry of MSME, Govt. of India) M.G.Road, Kochi-16

# Tender for Printing and delivery of Coir News

# **TECHNICAL BID**

1.	Name of the tenderer				
	Address				
	Telephone No.				
	Email ID				
	Contact Person: Mobile No.				
	Company particulars				
2.	(Copies of all Registration, PAN,	GST etc. should	l be attached)		
	Registration No.				
	PAN				
	GST No.				
	MSME Udyam Registration No.				
	Constitution/Company profile				
	(Detailed profile of the firm should be enclosed)				
	If the company is proprietary/				
	Partnership, give the name and				
	address of proprietor/ Partners/				
	Directors				
	The State in which Registered				
3.	Any other certification of the				
	company. (eg. ISO certification)				
4.	Financial Data				
	(Audit statement should be	2020-21	2021-22	2022-23	
	attached)				
	Turn over for the last 3 years				
5.	Annual Volume of similar work				
	(weekly/Magazines/ Annuals)				
	done		DTCC/MEET T		
6.	The details of EMD transferred to: : Secretary, Coir Board		KIGS/NEFT I	ransaction No	
	A/c. No.57009832813,				
	IFSC: SBIN0070261,				
	SBI, Perumanoor, Ernakulam.		Date	.Amount	

#### **Enclosures**

- 1. Copy of the Registration Certificate of firm
- 2. Copy of PAN
- 3. Copy of GST
- 4. Constitution/Company profile.( The details should be uploaded as single pdf file from (a) to (e)
  - a. Company profile
  - b. Details of the Printing Press
  - c. Copy of MSME/SSI certificate, if registered.
  - d. Any other certification of the company. (eg. ISO certification)
  - e. Photographs of the weekly/Magazines/ Annuals printed by the party earlier
- 5. Annual volume of similar works (weekly/Magazines/ Annuals)
- 6. Records showing past experience in printing of weekly/Magazines/ Annuals. (work order, completion certificate)
- 7. Turn over for the last 3 years
- 8. Balance sheet and IT return for last 3 years
- 9. A self certificate that it has not been blacklisted by any Govt. agency since its inception
- 10. Specification of papers used for printing the Coir News (The below details should be uploaded in a single pdf file)
  - i. Specification of printing the cover pages
  - ii. Specification of printing the colour pages
  - iii. Specification of printing the black & white pages
  - iv. Specification of binding and finishing

Signature (Authorized signatory):

Date Place Name: Designation

(Seal)

#### Note:

- 1. All requisite information shall be given in the format with reference to the item specified. Where space is insufficient, additional pages may be added with reference to the related paragraph.
- 2. Wherever enclosures are specified in the format, the same shall be enclosed.
- 3. Coir Board reserves the right to verify any of the statements enclosed along with the technical bid. Any additional information/documents required shall be furnished. False statement shall disqualify the Tenderer.

## **Annexure B**

# **AGREEMENT**

	Agreement exe	cuted betw	een	
and the C	oir Board, Min			
Enterprises, Govt. of	India, Coir House	e, M.G. Roa	d, Kochi – 10	5.
	(herei	nafter called	d the Printers	s) submitted a
quotation to the Co	oir Board, Kochi	(hereinafter	r called the	Coir Board),
through GeM, for	printing and	supply	of 600cop	ies of Coir
News conforming to	the terms & cond	litions and s	specifications	stipulated in
Coir Board's Bid Nu	ımber:		Dated:_	and
the Coir Board has a				
printing of 600 copie	s of Coir News of	the said qu	otation of the	printers with
the Coir Board f	or effecting suj	oply of i	tems order	ed for by
letter No:	dated	t	to the printe	ers. The said
letter, the above Bio	l document and s	cope of wo	rk also form	s part of this
agreement. It is here	by agreed as unde	r.		
1. The printers wil	-		<b>-</b>	
<del>-</del>	e specifications given	_		? Rs/-
(Inclusive of all	taxes) quoted in	their quotat	tion.	
2. The bifurcation	of the rate for prir	nting 600 co	pies of Coir I	News is as
given below:				

S.No.	Details	Quantity	Rate	Amount
1	Cover page	1 set(4 pages)		
2	Colour pages	12 pages		
3	Other pages	28 pages		
4	Binding	1 book		
5	Finishing	1 book		
	Total			

Cost of 600 Nos. Coir News =

Cost of printing **one** black and white page =

Cost of printing **one** colour page =

3. This rate contract is initially for one year and this can be further extended on mutual consent.

- 4. The draft material for printing received from Coir Board may be layout within one week and sent to Coir Board for approval for final printing.
- 5. The proof of covers as well as inside pages will be produced by the printers and got approved by the undersigned or any other officerauthorized by him before final strike.
- 6. 600 copies of Coir News should be supplied within one week of final approval of the draft.
- 7. The final product which is not in conform with the specifications and or not in a presentable manner, that product will be summarily rejected, and the cost will be deducted.
- 8. The photographs, art works or any other materials handed over to the printers for printing should be returned to the Board after completion of printing.
- 9. Each copy should be packed in the cover given by Coir Board withpasting address labels.
- 10. The GST bill should be furnished in duplicate and would accompany a stamped pre-receipt.
- 11. In the event of any dispute/litigation between the Printers and the Coir Board in respect of any of the conditions/provisions of this agreement/work order, the decision of Chairman, Coir Board shall be final and binding on both the parties and any litigation arising out of this document/agreement shall be subject to the Jurisdictionof Courts at Kochi, Kerala

or and on behalf of <b>M/s.</b>	For and on behalf of Coir Board

Witness 1.

2.

## **INTEGRITY PACT**

#### General

WHEREAS the BUYER proposes to engage the bidder as "**Printing of Coir News**" and other related ancillary works as per the detailed scope of work, requirements and other relevant terms and conditions specified in the Tender Document No. I-21013(12)/2/2024 dated.

WHEREAS the BIDDER is a private company constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its functions on behalf of the President of India.

#### NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to print the Coir News at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### 1. **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract
- 1.2 The BUYER will, during the pre-contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford any advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **Commitments of the Bidder**

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair mean and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives.
- 3.4 BIDDERs shall disclose the payment to be made by them in connection with the bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Printer and has not engaged any other individual or firm or company whether any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount being paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during the pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to Officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the

- transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in the electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

## 4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) to immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover that aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five year, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention or corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6. <u>Fall Clause</u>

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7. <u>Independent Monitors</u>

The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extent all possible help for the purpose of such examination.

## 9. Law and Place of Jurisdication

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

## 10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 11. Validity

The validity of this Integrity Pact shall be from the date of its signing and extend upto 1 year of the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is

unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intensions.

12. The parties hereby sign this Integrity Pact at Kochi on ..... day of April, 2022

BUYER	BIDDER
For and on behalf of <b>Coir Board</b>	For & on behalf of <b>Name of Agency</b>
Witness 1.	Witness 1.
2.	2.