

# **Empanelment of Professional Agencies for Printing of Books for Odisha Sahitya Akademi**



**Tender Ref No.:**

**ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022**



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## Definitions /Acronyms

Term	Definition
Authorized Representative	Any person authorized by either of the parties
Bidder	Any firm offering the solution(s), service(s) and /or materials as required in the tender. The word Bidder when used in the pre-award period shall be synonymous with parties bidding for this tender, and when used after award of the contract shall mean the successful party with Odisha Sahitya Akademi, signs the agreement for rendering of services for implementation of this project.
Proposal / Bid	The Pre-Qualification – cum – Technical Proposal and Commercial Proposals all together, i.e., complete proposal for the implementation of this project
Request for Proposal (RFP)	Means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
PBG	Performance Bank Guarantee

## **TENDER SCHEDULE**

<b>Sl. No.</b>	<b>Items</b>	<b>Date &amp; Time</b>
1	Availability of Bid Document in the website ( <a href="http://odishasahityaakademi.org">http://odishasahityaakademi.org</a> )	09/09/2022
2	Last date and time for Submission of Bid	15/09/2022 by 02:00 PM
3	Last date for receiving queries through e-mail: <a href="mailto:odishasahityaakademi@gmail.com">odishasahityaakademi@gmail.com</a>	12/09/2022 by 11:00 AM
4	Pre-bid Conference through Offline	12/09/2022 at 05:00PM
5	Issue of Corrigendum (If any)	13/09/2022
6	Opening of Pre-Qualification – cum -Technical Bids	15/09/2022 at 04:00 PM

## **1. Instructions to the Bidders**

### **1.1 Invitation of Bid**

- a) Odisha Sahitya Akademi invites responses (“Tenders”) to this Request for Proposals (“RFP”) from OEMs /authorized Partners (“Bidders”) for the provision of items as described in this RFP. Request for Proposal (RFP) cum EOI for empanelment of Professional Agencies for printing of books, Publication of Journals and Magazines for Odisha Sahitya Akademi. Odisha Sahitya Akademi is the Nodal Agency for this Government procurement.
- b) Proposals must be submitted offline Mode before the last date and time of submission.

### **1.2 General**

- c) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- d) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by Odisha Sahitya Akademi on the basis of this RFP.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Odisha Sahitya Akademi. Any notification of preferred bidder status by Odisha Sahitya Akademi shall not give rise to any enforceable rights by the Bidder Odisha Sahitya Akademi may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Odisha Sahitya Akademi.
- f) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### **1.3 Compliant Proposals/ Completeness of Response**

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP;

- ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
- iii. Comply with all requirements as set out within this RFP.

## **1.4 Key Requirements of the Bid**

### **1.4.1 Right to Terminate the Process**

- i. Odisha Sahitya Akademi may terminate the RFP process at any time and without assigning any reason. Odisha Sahitya Akademi makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by Odisha Sahitya Akademi. The bidder's participation in this process may result Odisha Sahitya Akademi selecting the bidder to engage towards execution of the contract.

### **1.4.2 Bid Security Declaration**

Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided as per Finance Department notification no 8484 dated 05/04/2022 that no provisions regarding Bid Security should be kept in the Bid Documents and only provision for **"Bid Security Declaration" should be kept.**

The bidder needs to submit the Bid Security Declaration in the format specified in Form-3 in Package-1 Envelop. If the bidder withdraws nor modify their bids during period of validity, the participating bidder shall be suspended for a specific period as decided by the purchaser.

### **1.4.3 Submission of Responses**

- i. The bidders should submit their responses, as per the format given in this EOI in the following manner
  - Response to Pre-Qualification – cum – Technical Criteria: Package-1
- ii. All submission process will be done through offline mode.
- iii. Please Note that Prices should not be indicated in the Pre-Qualification – cum - Technical Proposal. Any Bidder found to indicate prices in the Pre-Qualification – cum - Technical Proposal are liable to be rejected.
- iv. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Page references should be identified easily. If required, All the relevant parts should be highlighted in the bid documents. Any deficiency in the documentation may result in the rejection of the Bid.

### **1.4.4 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney / authorization in the name of the signatory of the Proposal. Bids shall be considered only on the successful Bid submission only.

## **1.5 Preparation and Submission of Proposal**

### **1.5.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Odisha Sahitya Akademi to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Odisha Sahitya Akademi will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **1.5.2 Language**

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **1.5.3 Venue & Deadline for Submission of proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to Odisha Sahitya Akademi at the website specified below:

<b>Website</b>	<a href="http://odishasahityaakademi.org">http://odishasahityaakademi.org</a>
<b>Last Date &amp; Time of Submission</b>	<b>15/09/2022 by 02:00 PM</b>

### **1.5.4 Late Bids**

- i. The bids submitted by telex/telegram/ fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.
- ii. Since the bid submission is offline mode only, after schedule time of submission of bid, the department will not entertain any late bids.
- iii. Odisha Sahitya Akademi reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.

## **1.6 Evaluation process**

- i. A Committee constituted by Odisha Sahitya Akademi shall evaluate the responses to the RFP and all supporting documents / documentary evidences. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of bid.
- ii. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.



- iii. The above-mentioned Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- iv. The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- v. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vi. Clarification (if any) sought has to be submitted by the bidder within specified timeline, failing which the Bid is liable to be rejected.

#### **1.6.1 Tender Opening**

The Proposals submitted up to 15/09/2022 by 02:00 PM will be opened at 05:00 PM on 15/09/2022 through offline.

#### **1.6.2 Tender Validity**

The offer submitted by the Bidders shall be valid for minimum period of **365 days** from the last date of submission of Tender.

#### **1.6.3 Tender Evaluation**

- i. Incomplete details as given below will be treated as non-responsive. If Proposals;
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization/Power of Attorney
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the RFP
  - With lesser validity period
- ii. All responsive Bids will be considered for further processing as below.
  - Odisha Sahitya Akademi will prepare a list of responsive/eligible bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

## 2. Criteria for Evaluation

### 2.1 Pre-Qualification (PQ)

All bids will primarily be evaluated on the basis of Prequalification Criteria- Cum-Technical Bid. The Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification & Technical criteria, are eligible for Financial Bid

SL#.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	i. The bidder should be a Company registered under the Companies Act, 1956 / Proprietary Firm / Partnership Firm. ii. The company offices must have been Registered in Odisha, Registered with Valid GST No and having PAN, & IT Return up to 31 <sup>st</sup> March 2020.	i. Certificates of incorporation Registration Certificates, PAN copy & other necessary supporting documents.
2.	Average Sales Turnover	Annual average Turnover Minimum of <b>Rs. 30 Lakhs</b> generated from Printing segment or any combination of the same related to fields services during any last three Financial years i.e : FY 2020-21, 2019-20, and FY 2018-19	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3.	Net Worth	The net worth of the bidder in the three financial years should be positive. i.e. FY 2020-21, 2019-20, and FY 2018-19	CA Certificate with CA's Registration Number / Seal indicating net worth of the firm
4.	Technical Capability-I	The bidder must be empanelled with the office of the Director, Test Book Production & Marketing, BBSR.	Letter of empanelment should be attached.
5.	Technical Capability-II	The bidder must execute Book publication of value 10 Lacs in latest 3 years.	Work Order and completion report to be submitted.
6.	Local Service Centres	The bidder should have presence in Odisha Bhubaneswar or Cuttack	<ul style="list-style-type: none"> <li>• A Self Certified letter by an authorized signatory</li> <li>• A single point of Contact from the Bidder to be submitted along with escalation matrix.</li> </ul>

7.	Blacklisting	The bidder must not under blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/ Undertakings/ Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' <b>31/03/2022</b> .	A Self Certified letter by an authorized signatory.
8.	Fees	The Bidder must have furnished the tender document fee of ₹5,000/-+12% <b>GST. Total ₹5,600/- (Rupees Five Thousand Six Hundred Only).</b>	DD should be submitted in favour of Odisha Sahitya Akademi payable at Bhubaneswar.

### 3. Appointment of Publication Agency (PA)

#### 3.1 Award Criteria

Odisha Sahitya Akademi will award the Contract to the successful bidder whose proposal is determined to be substantially responsive as per the process outlined above.

#### 3.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Odisha Sahitya Akademi reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Odisha Sahitya Akademi action.

#### 3.3 Notification of Award

Prior to the expiration of the validity period, Odisha Sahitya Akademi will notify the successful bidder through E-Mail/Website, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Odisha Sahitya Akademi, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder furnishing Performance Bank Guarantee, Odisha Sahitya Akademi will notify each unsuccessful bidder.

#### 3.4 Performance Bank Guarantee (PBG)

- The selected bidder will submit a Performance Bank Guarantee (PBG), after issuance of Purchase order or Work order issued by Odisha Sahitya Akademi, for a value equivalent to **3%** of the total order value excluding taxes, if the bidder submits PBG within 15 days, after this period PBG value would be 10%.
- The Performance Bank Guarantee needs to be furnished for Total validity period of 36 months from the date of submission of PBG. The selected bidder shall be

responsible for claim period of the Performance Guarantee as and when it is due on account of noncompletion of the project and Warranty period.

- iii. In case the selected bidder fails to submit performance Bank guarantee within the time stipulated, Odisha Sahitya Akademi at its discretion may cancel the order placed on the selected bidder without giving any notice and may suspend the bidder for a specific period of time as decided by the committee.
- iv. In that event, Odisha Sahitya Akademi, at its discretion, may award the Contract to the next best value bidder with the discovered L1 Price, in case the bidder is agreed and whose offer is valid.
- v. Odisha Sahitya Akademi shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the project period or Odisha Sahitya Akademi incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be returned after 2 months of Contract period completion.
- vii. No interest will be paid by Odisha Sahitya Akademi on the amount of performance Bank Guarantee

### **3.5 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Odisha Sahitya Akademi may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, Odisha Sahitya Akademi shall invoke the PBG of the bidder.

### **3.6 Fraudulent and Corrupt Practices**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Odisha Sahitya Akademi shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Odisha Sahitya Akademi shall, without prejudice to its any other rights or remedies, forfeit and appropriate Performance Security or suspend the bidder for a specific time period, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- ii. Without prejudice to the rights of Odisha Sahitya Akademi under Clause above and the rights and remedies which Odisha Sahitya Akademi may have under the LOI or the Agreement, if a Bidder is found by Odisha Sahitya Akademi to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection

Process, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Odisha Sahitya Akademi/ Any Department of State Govt. during a period of 2 (two) years from the date of such Bid. iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Odisha Sahitya Akademi who is or has been associated in any manner, directly or indirectly with the Selection Process.
- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Odisha Sahitya Akademi with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.7 Conflict of Interest**

The Vendor shall disclose to Odisha Sahitya Akademi in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- i. Odisha Sahitya Akademi considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of Odisha Sahitya Akademi's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, Odisha Sahitya Akademi will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all bidders found to have a conflict of interest shall be disqualified.
- ii. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- iii. It may be considered to be in a conflict of interest with one or more parties in the bidding process if

- a. they have controlling shareholders in common; or
- b. it receives or have received any direct or indirect subsidy from any of them; or
- c. they have the same legal representative for purposes of the Bid; or
- d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

#### **4. Terms and Conditions: Applicable Post Award of Contract**

##### **4.1 Termination Clause**

##### **4.1.1 Right to Terminate the Process**

Odisha Sahitya Akademi reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by Odisha Sahitya Akademi under the following circumstances: -

- i The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii The bidder goes into liquidation, voluntarily or otherwise.
- iii If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. Odisha Sahitya Akademi reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- iv In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, Odisha Sahitya Akademi reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder, after 2 weeks of cure period.
- v Odisha Sahitya Akademi reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

##### **4.1.2 Consequences of Termination**

- i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise, Odisha Sahitya Akademi shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract. ii. Nothing herein shall restrict the right of Odisha Sahitya Akademi to invoke Performance Bank Guarantee and other

guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Odisha Sahitya Akademi under law or otherwise.

- ii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **4.1.3 Extension in Delivery Period and Liquidated Damages (LD)**

- i. Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, Odisha Sahitya Akademi may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in sub clause (iv) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in sub clause (iv). Once the maximum timeline is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- ii. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange goods supply and related services within the specified period.
- iii. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the selected bidder to be determined by Odisha Sahitya Akademi.
  - a. The supplier/ selected bidder(s) shall request in writing to Odisha Sahitya Akademi giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within **15 days** from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
  - b. Odisha Sahitya Akademi shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - c. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without

liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

- d. It shall be at the discretion of the competent authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- iv. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods which the selected bidder has failed to supply or complete:

No.	Condition
1	For delay in delivery of materials beyond the delivery schedule mentioned in the work order, <b>LD @ 0.5%</b> per week or part thereof for the pending materials order value up to maximum <b>5%</b> will be deducted.

- a. The maximum amount of liquidated damages shall be 5% of the total order value.
- b. Odisha Sahitya Akademi reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Odisha Sahitya Akademi to the bidder.

#### 4.2 Service Level Agreement and Penalties

- i. SLA defines the terms of the successful bidder's responsibility in ensuring the performance service as per the **Scope of Work** as specified in the RFP document based on the agreed Performance Indicators.
- ii. The Bidder shall provide comprehensive, end-to-end. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the **Scope of Work** in this RFP and the appropriate **penalty** shall be levied.
- iii. The selected bidder and Odisha Sahitya Akademi shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.
- iv. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized.



- v. In case, it is not resolved between Odisha Sahitya Akademi and the bidder, it will be referred to Secretary to Govt., Culture Department, Govt. of Odisha for negotiation and his decision would be final and binding for both the parties.
- vi. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within **20 days** of the failure of negotiations. Arbitration shall be held in **Bhubaneswar** and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- vii. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within **45 days** from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- iii. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **4.3 Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

#### **4.4 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or Odisha Sahitya Akademi as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or Odisha Sahitya Akademi shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of

termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

#### **4.5 Failure to agree with Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Odisha Sahitya Akademi shall invoke the PBG of the selected bidder and may award the contract to the next best value bidder or call for new proposals from the interested bidders.

### **5. Scope of Work**

The bidder should be capable to execute the Book, Magazine, Akademi Samachar printing through out the year in their own printing house.

#### **Types of Books:**

- i. Demy 1/8, Crown 1 /4
  - ii. Royal size
  - iii. Akademi Samachar- A4 size
- a) Bidder to furnish the bill of materials of the items quoted under the tender in technical bid.
  - b) The Successful bidder to provide Single Point of Contact Details (SPOC) for service and Support.

**Note: The bidder has to Submitted commercial proposal for each project. The L1 from the proposals will be given work order for execution of project.**

#### **5.1 Delivery and Installation**

The bidder should supply and installation of all the materials at desired location by the user department as per requirement in events.

#### **5.2 Purchaser's Procurement Rights**

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Increase or decrease the quantity of the items
- e. Remove any of the item at the time of placement of order.
- f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- g. Make typographical correction or correct computational errors to proposals
- h. Request bidders to clarify their proposal.

### 5.3 Specifications and Standards

- i. All articles to be supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected bidder.
- ii. The Selected bidder shall ensure that the goods and related services comply with the technical specifications and other provisions laid down in the RFP & the work order.

### 5.4 Transit Insurance

The Hardware and peripherals to be supplied under this RFP shall be fully insured against any loss during transit from Bidder site to Odisha Sahitya Akademi & Final Delivery office site. The insurance charges will be borne by the supplier and Odisha Sahitya Akademi will not pay such charges.

### 5.5 Payment Terms and Procedure

#### 5.5.1 Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by Odisha Sahitya Akademi. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, and inspection/service report from the authorized official of **Odisha Sahitya Akademi**.

#### 5.5.2 Payment Schedules

Sl. No.	Description	Payment as % of total contract value
1	Total payment after successful delivery of Books to the Akademi along with bills in duplicate.	100%

## 6. Commercial Bid

Sl No.	Description of work	Unit	<u>Price</u>
1.	Printing per colour per 1000	Per forma	
2.	Stitching Binding per 1000	Per forma	
3.	Gum Binding per 1000	Per forma	
4.	Hard Binding per book with Jacket (Including folding & gathering)		
5.	Lamination one side half demy	Per sheet	
6.	Scanning & Planning per page		
7.	Inner Paper (J.K./80GSM)		
8.	Cover Art Paper, 170, 210 & 250 GSM		
9.	Inner Plate	Per Plate	
10.	Cover Plate	Per Plate	
11.	Wastage of Paper	% per 1000	
12.	D.T.P. charges for Odia, English, Hindi	A4, Demy 1/8, Crown 1/4, Royal	
13.	Cover Design		

## 7. Annexures

### 7.1 Particulars of the Bidder

S No.	Information Sought	Details to be Furnished
1.	Name, address and URL of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax	
8.	Average Turnover during last 3 financial year	
9.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

## 7.1 Bid Security Declaration

To  
The Secretary,  
Odisha Sahitya Akademi  
Sanskriti Bhawan, Odisha State Museum Complex,  
Bhubaneswar-751014, Odisha  
I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for **a period of Three years** from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- (a) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
- (b) Having been notified of the acceptance of our Bid by the Authority during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instruction to Bidders/ Tender Document/ RFP document

I/We understand this Bid Securing Declaration shall cease to be valid if I am/ We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of validity of my/ our Bid.

Signed (Signature of person whose name and capacity are shown)  
In the capacity of (legal capacity of person signing the Bid Securing Declaration)  
Name (complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for and on behalf of (complete name of Bidder) Date on  
..... Day of ..... (date of signing) Corporate Seal (wherever appropriate)

(Signature of the Authorised Signatory)

## 7.2 Self-Declaration: Not Blacklisted

(Company letter head)

To  
The Secretary,  
Odisha Sahitya Akademi  
Sanskriti Bhawan,  
Odisha State Museum Complex,  
Bhubaneswar-751014, Odisha

### **Sub: Empanelment of printing Agency – Self Declaration for not Blacklisted**

Sir

In response to the RFP No.: ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022 for RFP titled “Empanelment of Professional Agencies for Printing of Books for Odisha Sahitya Akademi”, as an owner/ partner/ Director of (organisation name) \_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

### 7.3 Bidder's Authorisation Certificate

(Company letter head)

To  
The Secretary,  
Odisha Sahitya Akademi  
Sanskriti Bhawan,  
Odisha State Museum Complex,  
Bhubaneswar-751014, Odisha

**Sub: Empanelment of printing Agency – Bidder's Authorization Certificate**

Sir,

With reference to the RFP No.: **ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022**, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. She/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is \_\_\_\_\_ and Email id is \_\_\_\_\_. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature  
(Authorised Signatory)

Verified Signature by  
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:



#### **7.4 Acceptance of Terms & Conditions**

(Company letter head)

To  
The Secretary,  
Odisha Sahitya Akademi  
Sanskriti Bhawan, Odisha State Museum Complex,  
Bhubaneswar-751014, Odisha

**Sub: Empanelment of printing Agency – *Acceptance of Terms & Conditions***

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. **ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022**] regarding “Empanelment of Professional Agencies for Printing of Books for Odisha Sahitya Akademi”.

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

## 7.5 Technical bid Cover Letter

**To**

The Secretary,  
Odisha Sahitya Akademi  
Sanskriti Bhawan, Odisha State Museum Complex,  
Bhubaneswar-751014, Odisha

Sir,

Subject: Empanelment of Professional Agencies for Printing of Books for Odisha Sahitya Akademi.

Reference: Tender No: ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022 along with the following:

### A. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:

Further we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.

### B. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed format

### C. BID VAILIDITY PERIOD

We agree to abide by this bid for a period of 365 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

**7.6 Commercial Proposal Covering letter**

< Location, Date >

To  
The Secreatry,  
Odisha Sahitya Akademi  
Sanskriti Bhawan,  
Odisha State Museum Complex,  
Bhubaneswar-751014, Odisha

**Subject:** Submission of the Financial bid for ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022 for Empanelment of Professional Agencies for Printing of Books for Odisha Sahitya Akademi.

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your tender floated vide RFP Ref: ODISHA SAHITYA AKADEMI-PUB-001-2022-23/1054/O.S.A. dtd 07.09.2022, in a separate sealed envelope.

Our attached Financial Proposal is for the sum of [*Amount in words and figures*] along with applicable taxes & duties.

Our Financial Proposal shall be binding upon us, up to expiry of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address: