

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/1-10/2014-15/ Empanelment of Printers /

29 October, 2015

To,

Subject: Notice Inviting Tender for Empanelment of Printers with Ambedkar University Delhi

Ambedkar University Delhi (AUD) invites sealed quotations from competent & reputed agencies for Empanelment of Printers. The quotation is required to be submitted in a sealed cover addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 19-11-2015 up to 02.00 pm, duly superscribing the work i.e. **"Tender for Empanelment of Printers with Ambedkar University Delhi"** on top of the cover.

The bid will be opened at 4.00 pm on the same day. AUD reserves the right to accept or reject any tender in part or whole without assigning any reason thereof. Tender format can be downloaded from our website 'www.aud.ac.in'. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Any amendment/ extension of the last date of submission of tenders will be notified on the AUD website.

Tenderers should read the tender document carefully as enclosed and comply strictly with the terms and conditions before sending their bids.


Deputy Registrar (Admin)

Copy forwarded for information to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi

GENERAL TERMS & CONDITIONS FOR EMPANELMENT OF PRINTERS

1. The Ambedkar University Delhi (AUD) intends to prepare a panel of Printers for designing and printing jobs. The panel would be valid for a period of two years in the first instance, which may be extended on mutual consent.

2. Reputed Printers experienced in conceptualizing, designing, printing of documents etc. who have sound back-up for excellent designing, scanning, planning etc. of publication of various descriptions/ literature for black & white and multi color jobs are eligible to apply. The printing and designing jobs broadly include designing and printing of in-house magazines, newsletters, brochures, reports, posters, pamphlets, letter heads, envelopes, visiting cards, greeting cards, files, folders, bags etc. on the basis of modern facilities and standards available in the industry.

3. The Printers will be required to provide services like processing, printing by offset process, lamination of main cover by matt/gloss, binding by center stitch/ section sewing/ perfect binding process etc. The requisite quantity/ quality of paper to be used for printing of text, cover and illustrations, are to be arranged by the interested Agencies/ Printers.

4. **Parties:** The parties to the Contract are the Tendering Firm and the Ambedkar University Delhi (AUD).

- a) The exact name of the Printer's Firm should be clearly mentioned in the tender document.
- b) It should be clearly mentioned whether the Firm is a:
 - (i) Private Company established under Companies Act 1956.
 - (ii) Firm established under Indian Partnership Act 1932.
 - (iii) Proprietary Concern.
- c) Ownership details of the Firm should be clearly mentioned:
 - (iv) If it is a company, the name of the MD/ CEO shall be given.
 - (v) If it is a partnership firm, names of all the partners should be mentioned in the Technical Bid.

5. Eligibility criteria:

- a) The company should be in existence for at least three years (Certificate of Registration/Incorporation should be enclosed).
- b) The Printer should have at least three years' experience in successfully handling similar nature of work like Printing, Binding and supplying Bulk stock.

c) The Printer should have average annual turnover of at least Rs. 25 Lakhs each during the previous three financial years i.e. 2012-13, 2013-14 & 2014-15.

d) The Printer should have its own printing facility in Delhi NCR region. The printers should fulfill the following minimum criteria of equipments/ machines:

i) Essential Equipment

S.No.	Machines/ Equipment	Minimum Size	Number
1	Computers (DTP System)		2
2	Scanners (Drum/flat-bed)		1
3	Computer to Plate (CTP)		1
4	Lamination Machine		1
5	Sheet fed Offset Printing machines		
a	4- colour	20"X30" & above	2
b	1 – colour	23"X36" & above	2
6	Folding machine		1
7	Section Sewing Machine		1
8	Perfect Binder		1
9	Stitching Machine		1
10	Hard Case Line Machine		1
11	Generator		1

ii) Optional Equipment

S.No.	Machines/ Equipment	Minimum Size	Number
1	Image Setter		1
2	Digital Printing Machine/ POD	10" x 18" and above	1
3	Gathering Machine		1
4	Case Making Machine		1
5	Shrink Packing Machine		1

e) Preference will be given to Printers having more number of optional items.

f) The Printer should have technically experienced personnel with experience in the field of designing, printing and binding.

g) The Firm should be capable of undertaking the entire work and supplying the entire ordered stock to the satisfaction of AUD. No sub contract of the work either full or part to any other firm or person would be permissible.

- h) The Printer should be on the approved panel of at least 3 reputed firms in Delhi out of which at least one should be a central/ state Government organization or Public Sector Undertaking.
- i) The Printer should have full fledged unit of their own for visual design facility, preparation of art work, proof reading, designing, composing, printing, translation in English, Hindi etc.
- j) If the Printer Firm has different facilities located at different premises, the address of all the premises should be mentioned in the Technical Bid.
- k) The Printer Firm should have registration with state &/ or local authorities for undertaking the profession (Copies of all such registrations to be enclosed).
- l) Copy of Sales Tax Registration (TIN No.) and PAN Number must be enclosed with the quotation.
- m) The Printer Firm applying for empanelment should furnish all the particulars as per **Appendix A**.
- n) Applicant Firm must have a **VAT Registration Number**. (Attach Copy).
- o) The applicant Firm must be an **Income Tax Assessee**, having filed returns in the last three assessment years. (Attach Copies of PAN Card and Return filed during the last three years).
- p) The Printer Firm should not have been placed in defaulter category by any Central/ State Govt. department.

6. Scope of work:

- a) The Printer is expected to handle complete print orders of books, magazines, pamphlets, flyers and any other publications as and when assigned and supply with proper packing at AUD premises as per the specified deadline.
- b) The order may vary in number of title, language and copies of the print material.

7. No proposal will be entertained / received after the prescribed due date and time.

8. A sum of Rs 10,000/- (Rupees ten thousand only) will have to be submitted by the Printer as earnest money along with the Bid.

9. Validity: The bids shall be valid for a period of 180 days from the date of opening of the tender.

10. The firms are advised to study the tender document carefully before submitting the bid. It will be presumed that the Agencies/Firms have considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/ rejection of the tender. Bids must be unconditional.

11. Any inquiry after submission of the tender will not be entertained.

12. Security Deposit: All empanelled Printers would be required to furnish a Security Deposit of Rs 25,000/- (Rupees twenty five thousand only) in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi. In case the Security Deposit is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the term of empanelment. AUD reserves the right to ask for Performance Guarantee extension if contractual obligations are not fulfilled.

13. Criterion for Evaluation of Tenders: The evaluation of the tenders will be made first on the basis of technical information furnished in form given at Appendix-A and then on the basis of inspection of the facilities/ place of work of the Printer by a Tender Evaluation Committee. Any inferences drawn by the tenderers or their representatives during the opening of the bids will be their own view and AUD will not be responsible / required to abide by the same.

14. Right of Acceptance and Other Provisions:

(a) AUD reserves the right to reject/ cancel any or all the tenders at any time, including of those bidders who fail to comply with the instructions without assigning any reason whatsoever. AUD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest. The decision of AUD in this regard shall be final and binding.

(b) Any failure on the part of the bidder to observe the prescribed procedure will prejudice the firm's quotation.

(c) AUD reserves the right to relax/ amend/ withdraw any of the terms and conditions as contained in the tender documents without assigning any reason, thereof.

15. Successful bidders will have to sign a contract agreement with AUD, as given at the end of this document at Appendix D.

16. Additional/ modified/ revised terms & conditions can also be made applicable to the empanelled Printers including those who are being awarded any job / work by the AUD at any stage, based on requirements of the University, if felt necessary.

17. AUD reserves the right to keep or remove any firm on the approved panel for designing and printing jobs etc. for any administrative reason.

18. Whenever any print work is required to be undertaken by the University, price bids will be called from all empanelled Printers. The bid, which doesn't meet specifications given in the schedule of work, will be rejected. L1 bidder will be chosen from all eligible bidders for award of work.

19. The acceptance of the price/ commercial bids rests with AUD. The university is not bound to accept the lowest price/ commercial bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof.

20. **Penalty:** In the event of the firm failing to (i) Observe or perform any of the conditions of the work order as set out herein; or (ii) Execute the order to the satisfaction of AUD or by the time fixed by AUD:

(a) It shall be lawful for AUD, in its discretion, in the former event to remove or withhold any part of the order, until such times as it may be satisfied that firm is able to do and will duly observe the said conditions and in the latter event to reject or remove, as the case may require any order executed otherwise than in a good condition and to the satisfaction of AUD in terms of quality of paper, printing and binding work etc, and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the firm.

(b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, AUD may charge the amount of such excess cost to the Printer and the same may at any time thereafter be deducted from any amount that may become due to the firm under this or any other contract, or maybe demanded of him to be paid within fourteen days to the credit of the AUD.

(c) If the vendor fails to deliver any or all of the work within the time frame(s) incorporated in the contract, AUD shall, **without prejudice to other rights and remedies available to it under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2.50% per week of delay or part thereof on delayed supply of work until actual delivery or performance, subject to a maximum of 15% of the contract price.** Once the maximum is reached, AUD will cancel the supply order and may remove the Printer from the empanelled list.

(d) In the event of work being wholly rejected, AUD may at its discretion may either:

- i. Permit the firm/vendor to re-do the same within such time as it may specify at firm's own cost;
- or
- ii. Arrange to get the additional work done elsewhere and by any other person or from any other source than the firm/ vendor in which case the amount of extra cost, if any, shall be recovered from the Printer in the manner provided in sub-clause(b) of this clause.

21. Any firm, if having any dispute with AUD, will not be considered for print jobs till settlement of the dispute. In case of a dispute, the decision of the AUD would be final and binding.

22. In case, AUD opts to extend the duration of empanelment for one more year, a Printer can opt out from the list of empanelled Printers. This decision should be communicated by the Printer to AUD in writing, within 15 days from the date of receipt of such notice.

23. The Printer shall accept all the printing jobs as and when assigned.

24. The quantity/ quality of paper required for printing will be arranged by the Printer. The quality of paper used for the work will be the same as attached with the price bid and approved by AUD officials.

25. Printer shall submit (duly corrected) final pre-print copy of job for approval to the AUD before undertaking the job for final printing.

26. On approval of advance copies, complete binding may be started and the bound copies to be supplied to AUD as per the specified time schedule.

27. The Printed copies are required to be delivered within 14 days or earlier after the date of receipt of final approval from the authorized official of AUD. All printed material will have to be delivered in the office of the AUD by the Printer.

28. In case of any errors or defects noticed in the finished print material, the necessary rectification must be carried out at the own cost of the Printer.

29. In the event of delivery of any defective works/ materials, AUD shall have the power to deduct such suitable sum as penalty from any payment due to the Printer as per the penalty clause of the tender document.

30. Rejected material has to be taken back within one week from the store at Printer's expense.

31. It will be responsibility of the Printer to return all material concerned like manuscript, art-work, photographs, CDs/ DVDs etc. after completion of the job, failing which the costs of such items will be recovered from the Printer.

32. The bulk stock received from the Printer will be physically verified, randomly, by the internal committee in respect of its quality of production and the quality of paper used. Any shortcomings at this stage, if noticed, will be examined and the Registrar, AUD will decide whether to accept the stock with suitable penalty to compensate the loss or to reject the whole stock. In case of rejection of any stock due to bad printing or any such serious lapse resulting in rejection, then, the whole work has to be reprinted at the own cost of the Printer. The decision of the Registrar, AUD in this regard will be final.

33. No advance would be paid to the Printer for execution of the order. However, the payment would be released only through RTGS transfer after successful delivery of order and receipt of bills.

34. Notice inviting price bids for the printing job can be sent/ informed to the empanelled Printers through fax/ mail/ e-mail/ voice telephone/ by-hand in addition to speed post / registered post / courier etc.

35. **Right to Call upon Information Regarding Status of work:** AUD has the right to call upon information regarding status of work at any point of time.

36. Force Majeure:

(a) Notwithstanding the provisions contained in the tender document, the Printer shall not be liable for imposition of any such sanction so long the delay and/or failure of the vendor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

(b) For purposes of this clause, Force Majeure means an event beyond the control of the Printer and not involving the Printer's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance.

(c) Such events may include, but are not restricted to, acts of the Purchaser/ Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions,

epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

(d) If a Force Majeure situation arises, the Printer shall promptly notify the Purchaser/ Consignee in writing of such conditions and the cause thereof within ten days of occurrence of such event. Unless otherwise directed by the Purchaser/ Consignee in writing, the Printer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

37. Arbitration:

(a) If dispute or difference of any kind shall arise between AUD and the Printer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties.

(c) The venue of arbitration shall be Delhi, India.

Technical & Financial Details of the Firm

1. Name & Postal address of Agency:

a) Office Address:

b) Printing Press Address:

i)

ii)

iii)

c) Other Details:

Telephones/ Mobile Nos.:

E-mail:

Fax No.:

Website:

2. Name & address of Owners/ Partners/ Directors :

a) Owner/ CEO/ MD/ Partner/ Director 1 Name & Address:

b) Owner/ Partner/ Director 2 Name & Address:

c) Owner/ Partner/ Director 2 Name & Address:

3. If Registered, Regn No with validity of registration with appropriate authority:

4. Whether the Firm is a:

a) Private Company established under Companies Act 1956 - Yes/ No

b) Firm established under Indian Partnership Act 1932 - Yes/ No

c) Proprietary Concern - Yes/ No

Attach proof of the same.

5. Sales/ Service Tax Regn No.:

6. TIN/ VAT No.:

7. PAN No. of the Firm:

8. Bank A/c No.:

9. Details of Bankers with address:

10. Machinery available (Give details):

S.No.	Machines/ Equipment	Minimum Size	Number	Held with the Printer Yes/ No
	Essential Items			
1	Computers (DTP System)		2	
2	Scanners (Drum/flat-bed)		1	
3	Computer to Plate (CTP)		1	
4	Lamination Machine		1	
5	Sheet fed Offset Printing machines			
a	4 - colour	20"X30" & above	2	
b	1 - colour	23"X36" & above	2	
6	Folding machine		1	
7	Section Sewing Machine		1	
8	Perfect Binder		1	
9	Stitching Machine		1	
10	Hard Case Line Machine		1	
11	Generator		1	
	Optional Items			
1	Image Setter		1	
2	Digital Printing Machine/ POD	10" x 18" and above	1	
3	Gathering Machine		1	
4	Case Making Machine		1	
5	Shrink Packing Machine		1	

11. Details of the turnover for the last three financial years (indicate year-wise):

(i) _____

(ii) _____

(iii) _____

12. List of 3 reputed clients with at least one client belonging to GOI/ State Govt. Dept./ PSUs with telephone No. (Attach copies of work orders):

- (i) _____
- (ii) _____
- (iii) _____

13. Has your organization been placed in defaulter category by any Govt. Department? If not, please submit a self attested certificate to this effect.

14. Are you related in any way with any staff member of the AUD : Yes/ No.

15. Sample of work done to show creativity and designing capability.

- (i) _____
- (ii) _____
- (iii) _____

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :

List of Documents/ Certificates to be attached :

1. Copy of License/ Registration certificate.
2. Certificate in support of the details filled in the Para 4 of Appendix- A.
3. A Demand Draft of Rs 10,000/- in favor of "Registrar, Ambedkar University Delhi" payable at New Delhi towards EMD (Refundable).
4. Copy of Audited Balance Sheet and/ or Auditor's Certificate for the last three years.
5. Copies of work orders of three reputed clients.
6. Copy of Service/ Sales Tax Registration Number.
7. Copy of PAN Number.
8. Copy of TIN/ VAT Registration Number.
9. Copy of IT Return filed during the last three years.
10. Self attested certificate that your organization has not been placed in defaulter category by any central/ state Govt. Department.

UNDERTAKING

It is certified that my Firm/ Agency/ Company has never been **black listed/ placed in defaulter category** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on _____.

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/agency _____

Seal of the Firm/Agency _____

Place:

Date: _____

(Stamp paper of requisite amount)

AGREEMENT

This AGREEMENT made on this _____ day of _____ Between The Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 (hereinafter referred to as AUD).

And

M/s _____ (Name of Contractor / Sole Proprietorship / Company / Partnership) hereinafter referred to as the "**Printer**") having its registered / principal office at _____ through its authorised signatory which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors; on the other part

Collectively referred to as the "**Parties**";

Whereas AUD is a university established by the Government of the National Capital Territory of Delhi through an Act of Legislature in 2007 and was notified in July 2008;

Whereas, AUD in the course of its activities, grants contract to Printer for undertaking printing jobs and assignments in connection with the activities undertaken by AUD.

Whereas, the Printer has been selected/approved for award of contract, for printing work, hereinafter referred to as the "**Contract**", for a period of _____ months/years in accordance with letter No. _____ dated _____.

Whereas the Printer and AUD desire to define their respective rights and obligations with respect to the Contract and its execution;

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants, AUD and the Printer hereby agree as follows:-

1. The Printer has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the Printer of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the Printer and also to reasonable compensation for the loss occasioned by the failure

of the Printer to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Printer to the AUD.

3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Printer but without interest and after deducting there from any sum due by the Printer to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 24 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Printer.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the Printer as hereinafter mentioned the Printer hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Printer in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Printer on the amount and at the risk of the Printer without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Printer shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

WITNESSES

Signed:

For and on behalf of

Ambedkar University Delhi

Authorised Signatory

For and on behalf of

M/s _____

Authorised Signatory

In the presence of

Witness:

Witness:

