

अम्बेडकर विश्वविद्यालय दिल्ली

Ambedkar University Delhi

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

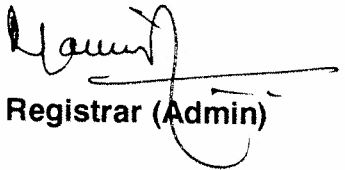
28 January, 2015

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 & Designers. The tender 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 22-02-2015 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 technical bid will be opened at 3.30 pm on the same day. Financial bids of only those vendors will later be opened, whose technical bid qualify on the basis of criteria mentioned in the tender document. AUD reserves the right to accept or reject any tender in part or whole without assigning any reason thereof.

The tender document can be downloaded from our website (www.aud.ac.in). Separate drafts/ pay orders will be submitted for **EMD** and **processing charges/tender fee** along with the tender document, the details of which are given in the succeeding paras. 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, printing & publication of various descriptions/ literature for black & white and multi color jobs in English and Hindi language are eligible to apply.
3. The designing and printing 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.
4. The Printer must have **own Printing Press** with modern technology located in the NCR of Delhi. Applicants not having own Printing Press will NOT be considered.
5. The Printer should have at least one single color & one 4-color offset machine, in-house stitching & binding unit & screen-printing unit. The details of equipment will be submitted as per **Appendix A**.
6. The Printer must have a **minimum 3 years experience** in handling printing jobs.
7. Annual Turnover of the Printing firm/ Printer should be at least **Rs. 25 lacs each** in the last three financial years. (**Audited Balance Sheet and/ or Auditor's Certificate to be Attached**).
8. 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.
9. 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.
10. The printer will submit a sample of the following jobs executed by him, as a reference benchmark for quality of designing, printing, binding & execution:
 - a. Book of minimum 100 pages
 - b. Magazine
 - c. Pamphlet
 - d. Brochure
 - e. Report

11. In the event of the delivery of any defective works/ materials, owing to urgency or for any other reasons, the AUD shall have the power to deduct such suitable sum as penalty from any payment due to the Printer.
12. Notice of the printing job can be sent to the empanelled Printers through fax/ mail/ e-mail/ voice telephone/ by-hand in addition to speed post / registered post / courier etc.
13. Proposals of the interested firms can be rejected at sole discretion of the AUD, if any application is found incomplete or information provided by the printer is not in the prescribed format/ is inconsistent/ inaccurate.
14. AUD reserves the right to keep or remove any firm on the approved panel for designing and printing jobs etc. for any administrative reason.
15. 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.
16. AUD reserves the right to accept or reject any or all quotations in part or full, without assigning any reasons thereof and without any liability to the AUD.
17. The Printer shall accept all the printing jobs as and when assigned.
18. The printed copies are required to be delivered within 14 days or earlier after the date of receipt of corrected proof pages. All printed material will have to be delivered in the office of the AUD by the Printer.
19. Printer shall submit (duly corrected) final pre-print copy of job for approval to the AUD before undertaking the job for final printing.
20. Rejected material will be taken back within one week from the store at Printer's expense.
21. No cost towards cartage shall be borne by the AUD.
22. Payment will be made only on satisfactory and timely completion of the job.
23. The Printer will strictly follow the schedule for completing the job and delivery of items, failing which the name of Printer may be de-listed from the panel by the AUD. If the items are not supplied in time, penalty @ 5% per week, up to maximum of 15% of the cost of the work, will be levied by AUD.
24. Payment will be released on presentation of correct bill, supported with the copy of the work order issued by authorized officers of the AUD and upon such certification to the effect that the job(s) has/ have been completed by the Printer as per approved specifications.

25. 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.
26. 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.
27. The Printer will stand for guarantee for the workmanship of the jobs carried out by it in accordance with the specification stipulated in the contract/ supply order. In not found satisfactory, the Printer will have to rectify/ replace the same free of cost. In case it fails to do so within the period specified by the AUD, the university will be at liberty to get the same done at the risk and cost of the Printer.
28. Under no circumstances will the Printer use the material provided by AUD for any other purpose than that commissioned by the university.
29. The ownership of the selected design will rest with the AUD. The university shall be free to use the design in electronic, print, web, telephony, IP protocol, stationery, conference, international forums, interactive activities/ BTL activities and any other suitable medium etc.
30. All rights for reproduction, editing, publicity and future use for the creative design accepted by AUD shall be with university unless otherwise stated explicitly & agreed by AUD at the time of accepting the design. The Printer shall indemnify AUD against any third party claims of infringement of patent, copyright, trademark or industrial design and issues relating to intellectual property rights arising etc from use of selected design/model, if any, under the scope of contract.
31. The Printer shall abide by all relevant rules & regulations of the Government as issued from time to time and shall also be responsible for adhering to norms/ rules & regulations/ provisions of Ministry of I&B, DAVP, Press & Distribution Act, other applicable Acts/ orders of the concerned regulatory body(s).
32. The empanelled Printer should have adequate arrangements for packing and dispatching the documents, if so required. The packing/ postal charges of courier service/ postal department will be borne by the firm.
33. 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.
34. The Printer should have registration with state &/ or local authorities for undertaking the profession (**Copies of all such registrations to be enclosed**).

35. Copy of Sales Tax Registration (TIN No.) and PAN Number must be enclosed with the quotation.
36. The Printers applying for empanelment should furnish all the particulars as per **Appendix A**.
37. Applicant must have a **VAT Registration Number**. (Attach Copy)
38. The applicant must be an **Income Tax Assesses**, having filed returns in the last three assessment years. (Attach Copies of PAN Card and Return filed during the last three years)
39. The Printer should not have been placed in defaulter category by any Central/ State Govt. department.
40. No proposal will be entertained / received after the prescribed due date and time.
41. AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
42. The tender document is valid for a period of six months from the date of issue. If Work order/ Supply order is not issued within this period, the process will have to start afresh.
43. A sum of Rs 10,000/- (Rupees ten thousand only) will be submitted by the Printer as earnest money along with the Bid in the form of crossed demand draft/ pay order in favour of **Registrar, Ambedkar University Delhi**. Tender received without EMD shall be summarily rejected.
44. A non refundable sum of Rs 2,000/- (Rupees two thousand only) will be submitted by the Printer as tender fee/ processing charges along with the Bid in the form of crossed demand draft/ pay order in favour of **Registrar, Ambedkar University Delhi**. Tender received without processing charges/tender fee shall be rejected.
45. **Separate drafts/ pay orders** will be submitted for **EMD** and **processing charges/tender fee**.
46. Successful bidders will have to sign a contract agreement with AUD, as given at the end of this document.

Technical & Financial Details of the Firm

1. Name & Postal address of Agency:

Telephones Nos.:
E-mail:
Fax Nos.
Mobile Nos:
2. Name & address of Owners/ Partners/ Directors :
3. Nature of Agency (Sole/ Partnership/ otherwise) :
4. If Registered, Regn No with validity of registration with appropriate authority:
5. Sales/ Service Tax Regn No.:
6. Service Tax No :
7. PAN No.:
8. Description of in-house facilities of the agency :
 - a) Personnel
 - b) Equipment
9. Machinery available (Give details) :

10. Number and type of Printing Machines available :
11. Number of in-house binding machines available :
12. Details of the turnover for the last three financial years (**indicate year-wise**) :
13. List of 3 reputed clients with at least one client belonging to GOI/ State Govt. Dept./ PSUs with telephone No. (Please attach a copy of Supply Order for each client):
14. Has your organization been placed in defaulter category by any Govt. Department? If not, please submit a self attested certificate to this effect.
15. Are you related in any way with any staff member of the AUD : Yes/ No.
16. Sample of work done to show creativity and designing capability, as mentioned in Para 10 of the tender document.

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place:

Date:

List of Documents/ Certificates to be Attached

1. Tender document signed on each page by the bidder.
2. Copy of license/ Registrations certificate.
3. A Demand Draft of Rs 10,000/- in favor of **Registrar, Ambedkar University Delhi** payable at New Delhi towards EMD (Refundable).
4. A Demand Draft of Rs 2,000/- in favor of **Registrar, Ambedkar University Delhi** payable at New Delhi towards tender fee/ processing charges (Non refundable).
5. Copy of Audited Balance Sheet and/ or Auditor's Certificate for the last three years.
6. Copy of Service/ Sales Tax Registration Number.
7. Copy of PAN Number.
8. Copy of 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.
11. Work samples.

(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 Parties have agreed that the Contract shall be executed and implemented by the Printer with effect from the signing of this Agreement and the Printer's appointment shall remain in force for _____ months / years from the signing of this Agreement.
2. The Parties have further agreed that the Contract shall be executed in accordance with the Terms and Conditions as laid down in the tender document, in addition the covenants agreed to herein.
3. The Parties have read and understood the contents and implications of the Terms and Conditions stated in General Conditions of Contract for Printers as laid down in the tender document and having agreed to the contents thereof have signed each page of the tender document, apart from signing this Agreement.

4. **DISPUTE RESOLUTION AND JURISDICTION:** If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Parties shall resolve them by resorting to the following in the order so mentioned :

(a) Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a Dispute to settle such Dispute in the first instance by mutual discussions between the Parties.

(b) If the dispute cannot be settled by mutual discussions within 30 days period provided regular courts at Delhi/New Delhi only will have the Jurisdiction to adjudicate upon the matter.

(c) The Parties have read and understood the contents and implications of the Terms and conditions.

5. **REPRESENTATIONS AND WARRANTIES:** The Parties hereby represent and warrants to each other that :

(a) That it is duly established and existing under the laws of jurisdiction stated against its name in this Agreement and has the power and authority to sign this Agreement;

(b) That it has the requisite legal power and authority to enter into this Agreement, perform and comply with its duties and obligations under this Agreement;

(c) That this Agreement constitutes legal, valid and binding obligations enforceable against It in accordance with the terms hereof and has been signed by the Parties without any force, fraud or coercion;

(d) That the execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.

(e) That there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any court, Governmental Instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this Agreement; and

(f) That no representation or warranty made herein contains any untrue statement.

6. **CONFIDENTIALITY:** Parties undertake to treat this Agreement and each of the terms as confidential. Neither party shall disclose to any third party the existence or the terms of this Agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or

negligent act or omission of either of the Parties hereto or any of their or its employees and such obligations shall survive the termination of the Agreement.

7. SEVERABILITY: Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Contract shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

8. WAIVER: Neither the Parties shall be deemed to have waived any right under this Agreement unless such party shall have delivered to the other party a written waiver signed by an authorized officer of the waiving party. Any delay or failure to exercise any right and remedy under this Agreement shall not operate as a waiver thereof, complete or partial of the exercise of any right of remedy and shall not prevent any party to exercise further any other right and remedy. The right and remedy herein provided are cumulative and not exclusive of any provided by law.

9. NOTICES : Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered airmail with postage fully paid, or transmitted by telex or facsimile (with postage prepaid airmail confirmation) to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

- (i) Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 (AUD):
- (ii) Printer:

Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered airmail or on the date of transmission with confirmed answer back, when transmitted by telex or facsimile.

10. APPLICABLE LAW: This Agreement shall be governed construed and enforced in accordance with the laws of India.

11. HEADINGS: The headings used in this Agreement are inserted for convenience reference only, and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

12. MATTERS NOT PROVIDED IN THE AGREEMENT: If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

12. SURVIVAL OF RIGHTS AND OBLIGATIONS: Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already

accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

13. **NO PARTNERSHIP:** Nothing in this Agreement shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.

14. **FURTHER ACTS AND ASSURANCES:** Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things as shall be necessary and required to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

15. **INTERPRETATION**

(a) This Agreement has been executed in the English Language only and only the English Language shall be the controlling language for interpretation thereof. No translation, if any, of this Agreement into another language shall be of any force or effect in the interpretation of this Agreement or in determination of the intent of either of the Parties hereto.

(b) This Agreement has been executed in two parts. Each of the parts is to be treated as original and primary evidence of the understanding arrived at between the Parties.

(c) This Agreement together with the General Conditions of Contract for Printers constitutes the whole and only Agreement signed between the Parties with respect to the subject matter described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made in English and executed by their respective duly authorized representatives on the day and year first above written.

SIGNED

For and on behalf of

Ambedkar University Delhi

Printer

In the presence of

Witness:

Witness:
