

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/1-10(61)/2017-18/ Empanelment of Printers /

Dated: 10.03.2017

To,

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**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 27-03-2017 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](http://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.

**Sd/xxx**  
**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 one year in the first instance, which may be extended on mutual consent. Those printers, which are already empanelled with the University, need not apply.

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 books, 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).

### **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 Designing, 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. 2013-14, 2014-15 & 2015-16.

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**

| <b>S.No.</b> | <b>Machines/ Equipment</b> | <b>Minimum Size</b> | <b>Number</b> |
|--------------|----------------------------|---------------------|---------------|
| 1            | Computers (DTP System)     |                     | 2             |

|   |   |                 |   |
|---|---|-----------------|---|
| 2 | Computer to Plate (CTP)                   |                 | 1 |
| 3 | <b>Sheet fed Offset Printing machines</b> |                 |   |
| a | 4- colour                                 | 20"X30" & above | 1 |
| b | 1 – colour                                | 23"X36" & above | 1 |
| 4 | Perfect Binder                            |                 | 1 |
| 5 | Lamination Machine                        |                 | 1 |

**ii) Optional Equipment**

| <b>S.No.</b> | <b>Machines/ Equipment</b>    | <b>Minimum Size</b> | <b>Number</b> |
|--------------|-------------------------------|---------------------|---------------|
| 1            | Digital Printing Machine/ POD | 10" x 18" and above | 1             |
| 2            | Image Setter                  |                     | 1             |
| 3            | Gathering Machine             |                     | 1             |
| 4            | Case Making Machine           |                     | 1             |
| 5            | Shrink Packing Machine        |                     | 1             |
| 6            | Hard Case Line Machine        |                     | 1             |
| 7            | Scanners (Drum/flat-bed)      |                     | 1             |
| 8            | Folding machine               |                     | 1             |
| 9            | Section Sewing Machine        |                     | 1             |
| 10           | Stitching Machine             |                     | 1             |
| 11           | Generator                     |                     | 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/ Service 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 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 design and 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.

19. The acceptance of the price/ commercial bids rests with AUD. However, the Competent Authority reserves the right to accept or reject any tender (including the L1 bidder) without any reason 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 design, 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 from the Firm 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 any further job/ work order 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 designing and 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 first-, second-, third-proof and 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. All documents submitted (including manuscript, art-work, photographs, CDs/ DVDs etc.) by AUD should be treated as confidential. Any use of these documents for private or public use by the Printer is not permitted. It will be responsibility of the Printer to return all material stated above, 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 NEFT/ 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 agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

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**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 Nos.:

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<br>Yes/ No |
|-------|---|---------------------|--------|----------------------------------|
|       | <b>Essential Items</b>                    |                     |        |                                  |
| 1     | Computers (DTP System)                    |                     | 2      |                                  |
| 2     | Computer to Plate (CTP)                   |                     | 1      |                                  |
| 3     | <b>Sheet fed Offset Printing machines</b> |                     |        |                                  |
| a     | 4- colour                                 | 20"X30" & above     | 1      |                                  |
| b     | 1 – colour                                | 23"X36" & above     | 1      |                                  |
| 4     | Perfect Binder                            |                     | 1      |                                  |
| 5     | Lamination Machine                        |                     | 1      |                                  |
|       | <b>Optional Items</b>                     |                     |        |                                  |
| 1     | Digital Printing Machine/ POD             | 10" x 18" and above | 1      |                                  |
| 2     | Image Setter                              |                     | 1      |                                  |
| 3     | Gathering Machine                         |                     | 1      |                                  |
| 4     | Case Making Machine                       |                     | 1      |                                  |
| 5     | Shrink Packing Machine                    |                     | 1      |                                  |
| 6     | Hard Case Line Machine                    |                     | 1      |                                  |
| 7     | Scanners (Drum/flat-bed)                  |                     | 1      |                                  |
| 8     | Folding machine                           |                     | 1      |                                  |
| 9     | Section Sewing Machine                    |                     | 1      |                                  |
| 10    | Stitching Machine                         |                     | 1      |                                  |
| 11    | Generator                                 |                     | 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 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 is made on \_\_\_\_\_ 2017 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 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 AUD 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 part of the Printer and also to reasonable compensation for the loss occasioned by 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.

Signed:

For and on behalf of  
Ambedkar University Delhi

\_\_\_\_\_  
Authorised Signatory

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

For and on behalf of  
M/s \_\_\_\_\_

\_\_\_\_\_  
Authorised Signatory

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_