



**Delhi Development Authority
Printing Press, Vikas Sadan, INA
New Delhi – 110023**

No. F5 (5) 2018/PP/

20 Aug, 2019

Tender Notice

Sub: Invitation of sealed tender for disposal of various types of 'Obsolete'/'Serviceable'/'Working'/'Unserviceable' Printing Machinery and Allied Equipment of the Printing Press, Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023

The Officer-in-Charge/Manager, DDA Printing Press for and on behalf of Delhi Development Authority invites sealed tenders for sale/disposal of various types of 'Obsolete'/'Unserviceable'/'Serviceable'/'Working' Printing Machinery and Allied Equipment, as detailed below :

Sl. No.	Brief Description of Stores for Sale/Disposal	Basis of Disposal	Last Date for submission of tenders.	Date & time for opening of tender
1.	As per list given at Annexure-III of Tender.	'Weighment' & 'As is where is' basis.	11 September, 2019 by 3.00 P.M.	12 September, 2019 at 03.30 P.M.

2. The tender documents can be downloaded from DDA's website www.dda.org.in for submission to Delhi Development Authority.

3. The interested Firms/Individuals shall have to submit the sealed tenders in the prescribed proforma, with required documents in support of eligibility criteria, etc. The sealed tenders will be submitted in the Tender Box kept in the office of Officer In-charge/Manager, Printing Press, Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023.

4. The interested firms/individual can inspect these Machinery and Equipment at Printing Press, Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 on any working day from **21.08.2019 to 09.09.2019** between 11:00 A.M. to 5:00 PM except Saturdays, Sundays and Holidays by contacting Press Manager, DDA Printing Press on his Mobile No. 9968261750.

(Officer-in-Charge)
Press Manager,
Printing Press



Annexure-I

Annexure-I

Scope of Work, Eligibility Criteria and other Terms & Conditions.

1. Scope of Work :

Disposal of various type of 'obsolete' 'serviceable'/working and 'unserviceable' Printing Machinery and Allied Equipment on '**weight**' and '**as is where is**' basis from the premises of Printing Press, DDA, Vikas Sadan, INA, New Delhi – 110023 as per **Annexure – III.**

2. 'Eligibility Criteria'

- (i) The intending tenderers should have at least 03 (Three) years of experience in the field of 'Printing Press', lifting and disposal of machinery/metal scrap/Iron scrap/plants/similar work supporting documents.
- (ii) The turnover of the firm should not be less than Rs.10,00,000/- (Rupees Ten Lakhs) per annum for the last three consecutive years.

3. The following documents are required to be submitted, alongwith the tender document:

- (a) Photocopy of previous three years Income Tax Return/balance sheet/profit & Loss Account/income & expenditure statement duly attested by Chartered Accountant.
- (b) Self attested undertaking to the effect that the firm has not ever been black listed by any Government organization, Undertaking etc. and no Police/Criminal case registered against the Firm for any kind of violation of rules/law. (The firms black listed by any of the Govt. Deptt. will not be considered in the Tendering process).
- (c) Self attested under copy of PAN and GST No., either in the name of the proprietor/owner/firm/company.

4. Inspection of machines & equipment kept in the Printing Press premises, Vikas Sadan :

- (a) The intending tenderers can inspect the machines and equipment in the office of Press Manager, Printing Press Vikas Sadan between 10.00 A.M. to 04.00 P.M. (except Saturday, Sunday and gazetted holidays) w.e.f. **21.08.2019 to 09.09.2019** before submitting the tenders.
- (b) The tenderers are advised to make their own assessment in respect of Machines & Allied Equipment as well as their weight. The weight given is indicative and not actual. No claim shall be entertained in lieu of difference in weight, if any.
- (c) The tenderers should thoroughly satisfy themselves about the nature, specifications, conditions and quality of the materials and working conditions. DDA Printing Press, gives no guarantee or warranty of the materials or its quality and its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, specifications, conditions/fitness for use shall be entertained by Delhi Development Authority.

5. Earnest Money Deposit :

The tenderers are required to submit Earnest Money Deposit (EMD) as under :

- a) Rs. 10,000/- for the machines mentioned in lot No. I & II.
- b) Rs. 50,000/- for the machines mentioned in lot No. III.

The EMD must be deposited through electronic mode in DDA's Account i.e. A.O. (Cash) Main A/c No. 37443686706, State Bank of India, Vikas Sadan Branch, New Delhi – 23, IFSC - SBIN0008005. A proof copy of the deposition should be submitted along with the Technical Bid.

6. Submission/Opening of Tenders :

- a) The Tenderers should submit the tenders through CPP Portal only in two bid system i.e. Technical and Financial bid. The Technical bid should contain scanned copy of PAN, GST Registration and a Certificate on company's letter head stating that the company has not been black listed by the Govt. or any of the Govt. Agency. Moreover scanned copy of the EMD deposition certificate should also be submitted alongwith. The same will be opened in the office of Officer-in-Charge/Press Manager, DDA Printing Press, Press building, DDA on 12.09.2019 at 3:30 PM by the Committee.
- b) The Tenderers are advised to quote their rates, as per physical inspection of the Machines/Equipment lying in the Press. The H-1 (Highest one) firm will be decided on the basis of total quoted rate for (i) Lot No.– I. (ii) Lot No. II and (iii) Lot No. III for rest of the machines on the basis of highest price offered for each machine separately, as given in **Annexure – IV** of the Tender Notice.

7. Other Terms & Conditions

- a) Tenders submitted without EMD or not in desired format, are liable to be summarily rejected.
- b) Materials is to be sold on "**Weighment**" & "**As is where is**" basis.
- c) Rates are to be quoted against 'Lots' only i.e. Lot-1 and Lot-2 and Lot-III (for individual machine). Part quotation for Lot-I & Lot-2, if any, will not be accepted and will be summarily rejected.
- d) Goods and Services Tax (GST), as applicable, on the date of Invoice, will be payable by the purchaser as per Govt. orders.

8. Sale Order : The contract shall be treated as having been entered into as soon as a letter of acceptance by the tenderer, sale order is issued by the Authority to the successful tenderer. The period of contract shall be reckoned after 30 (Thirty) days from the date of issue or acceptance letter. The full payment of contract has to be deposited with DDA by the party before starting the work. The contract shall be deemed to be completed as soon as the area is cleared by the buyer or on completion of the period of contract, as mentioned above, whichever is the earliest.

9. Delivery/Removal/loading and transporting of Machines/Equipment:

- a) **Removal of sold items** :The successful tenderers shall lift the entire machinery and equipment as shown in the list/lot awarded to them by deploying their own

labour & machines at their own cost from the place where machines are lying i.e. Printing Press premises of DDA within 15 days from the date of issue of work order (including date of issue) or within such time as may be prescribed in the work order.

- b) The buyer is to ensure that the vehicles deputed for taking delivery should report for loading during 10:00 A.M. to 4:00 P.M. in such a manner that requisite time is available for loading and vehicles are released before the closing of the working hours of the office. No loading shall be permitted beyond working hours. No vehicle shall be permitted to be parked inside the office except during the time of loading.
- c) In case, the original buyer wish to take the delivery of goods purchased, through a representative, he must authorize him by a letter of authority which shall be presented to the office. Such officer may, in his entire discretion, decline to act on any such authority and it shall be in all cases for the buyer to satisfy such officer that the authority is genuine. Delivery by proxy/representative shall be at purchaser's sole responsibility and no claim shall lie against DDA, on any account whatsoever, if delivery is effected to a wrong person.
- d) The material will have to be removed on **"Weighment" & "As is where is"** basis at the buyer's own cost and expenses. No processing other than dismantling as may be required for convenient transportation will be permitted at the sole discretion of the Delhi Development Authority. The buyer shall not be provided with any manpower or equipment including Dozer, Scrapper, Cranes, Gas, Power, Water or other facilities by the occupier. The buyer has to arrange for any of these at their own cost and they shall take prior permission from DDA for this purpose. While removing one lot/machine, the other machines should not be disturbed/damaged.
- e) No extension of time limit stipulated in the condition, will be granted under normal circumstances. However, if the purchaser desires an extension due to unavoidable circumstances in the execution of order, he/she shall apply in writing within a period of five days of the date of such circumstances to Press Manager, DDA and if in his opinion (which shall be final) is satisfied about the reasonableness of the grounds may grant any such extension of time as may be necessary and binding on the purchaser.
- f) Dismantling and transportation of the machinery/equipment/material shall be the responsibility of the buyer at his own cost and risk, taking all safety precautions.
- g) The buyer will arrange to remove the material sold to them and clear the site within the stipulated period mentioned in the Work Order. If the items/materials are not lifted off within a period of 15 days from the date of given in the acceptance letter, Competent Authority of DDA may order and resell the items at the buyers risk and cost. The decision of the Delhi Development Authority shall be final. The buyer shall also be liable to pay penal charges at the rate of 1% of cost of tendered amount per day to DDA on the quoted value for the remaining items etc. lying in Printing Press premises uncleaned.
- h) If any time, after the sale order is issued, occupier (DDA) wants to retain any item/items for the purpose of the running plants, the buyer should agree to it and necessary deduction will be made from the sale order value, as per occupier (DDA) assessment which shall be binding on the buyer.
- i) For heavier and longer consignments, if required, buyers may arrange trailers, cutters, cranes etc. with prime-movers through their own resources. DDA shall

not be responsible for any delay occurring due to non-availability of above trailer, cutter and prime mover etc.

- j) Officer-in-Charge Printing Press, DDA, Vikas Sadan, INA, New Delhi – 110023 or its authorized representatives shall have the right to stop dismantling and loading of the material, if anyone, feels that the buyer or his representative are not following the instructions given to them or the job is not carried out in accordance with the provisions of contract.
- k) Dismantling/removal of materials on “**pick & choose**” basis shall not be allowed.
- l) Dismantling work, removal and transportation of materials shall be done only during 10:00 AM to 5:00 PM between all working days except Saturdays, Sundays and Gazetted Holidays. Similarly, no man-power will be allowed to stay back after 6:00 P.M.
- m) The buyer shall not be allowed to store the material on the road sides which may block traffic on the road or cause inconveniences to the working of DDA.
- n) The ‘first’ stored material should be removed first. The time schedule and sequence of the dismantling and removal of material will be prepared jointly by DDA and the buyer. The buyer shall have to strictly adhere to it.
- o) The buyer shall not be entitled to resale any material equipment/items out of the goods sold to him by DDA while these goods are still lying with the premises of owner. No delivery of material would be allowed by DDA to any persons other than the buyer or his authorized representative.

10. Forefeiture of EMD

In the event of failure of deposit of the entire amount on account of sale value within 07 days from the date of order. DDA shall have the option to forfeit the Earnest Money Deposit and to recover the losses suffered by DDA as a result of such failure.

11. SAFETY

- a) The buyer shall be responsible to follow safety instructions as per the safety regulations of U.T./Central Govt. and will ensure that no accident or damage to either man or machine inside the Press/Occupier Premises takes place and any loss/accident on this score will be dealt with in accordance with the DDA rules and buyer shall be responsible for the same.
- c) Any loss/damage caused to the property of the Press/Occupier, has to be made good by the buyer as per the assessment of the Committee constituted by DDA management only whose decision shall be final and binding on the buyer.
- c) Gas cutting work to be carried out by the buyer, in course, of dismantling work etc., will be allowed only under expert supervision. Buyer’s supervisory personnel will ensure that all safety precautions have been taken care of, including those for prevention of fire in and around the area.
- d) In case of any accidents resulting in the partial or full disablement or death of workers employed on dismantling, the successful purchaser will have to pay necessary compensation under Workmen’s Compensation Act.
- e) The purchaser will not disturb sewer lines and manholes and also shall be made good by the purchaser at his expenses.

- f) The purchaser will be governed by the Labourer's Regulations including Workmen's Compensation act in force.
12. The successful tenderers shall have to sign an agreement for the same as per **Annexure-V** and the Agreement will be made on Non-Judicial stamp paper of Rs. 100/-.

13. **General terms and conditions of the Contract:**

- a) The time schedule is to be strictly adhered to, since this is time bound work, a serious view will be taken towards delaying removal/disposal of Machinery and Equipment.
- b) The rates should be quoted both in words and figures.
- c) Firms backing out after participating in the tender process shall be liable for debarment or black listing from DDA and EMD will also be forfeited.
- d) Conditional rates or terms attached with the rates will not be accepted and all such rates will be rejected outrightly.
- e) In case of any dispute, the decision of Vice-Chairman, DDA, Vikas Sadan, INA, New Delhi – 110023 will be treated as final.
- f) The rates should be kept valid for 90 days from the date of opening of the quotation.
- g) The firm will have to strictly follow all the Terms & Conditions mentioned in the e-Tender notice.
- h) The DDA reserves the right to accept or reject the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the tender documents without assigning any reason thereof. Any enquiry, after submission of the tender shall not be entertained. In case of withdrawal of tender, the EMD will stand forfeited.
- i) The tenders received after the scheduled date and time will not be accepted.
- j) Any differences and disputes arising out of the contract shall be subject to the jurisdiction of courts at Delhi/ New Delhi only and the parties shall refer such dispute for adjudication through arbitration by a sole arbitrator having expertise over the subject matter, as appointed by Vice Chairman, DDA. The arbitration shall be contracted in accordance with the Arbitration and Conciliation Act 1996.
- k) If any difference is found in English and Hindi version of Tender Notice, the English version shall be treated as final.
- l) The validity of tender will be 60 days from the date of opening of Tender.

Signature of the Tenderer
{with Rubber Stamp}

Instructions for Online Bid Submission:

As per the directive of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL://eprocure.gov.in](https://eprocure.gov.in)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

Registration:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/EMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search option built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective, 'My Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, audition certificates etc.) has been provided to the bidders. Bidders can use “My Space” available to them to upload such documents. These documents may be directly submitted from “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she up-load the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issue.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by authorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general any be directed to the 24x7 CPP Portal Helpdesk. The contact toll free number for the helpdesk is **0120-4200 462, 0120-4001 002.**

Format of Price Bid**Annexure-II of the Price Bid (BOQ)**

Sl. No.	Description of Work	Rate for the machines to be entered by the bidder (excluding GST)	GST Amount to Be entered by the Bidder separately
1.	Lot No. 1 (Sl. No. 1 to 5) (Per kg) (Annexure – III)		
2.	Lot No. II machines Sl. No. 6 to 12 for Lot (lumpsum) only (Annexure – III)		
3.	Lot No. – III (Other Machines) and rest as per Sl. No. of machine as per Annexure- III (i.e. Sl. No. 12 to 20) Individual machine price to be quoted.		
	(i) Semi Automatic Cutting Machine Hycut – 10 –Hydraulic Guillotine with Air Cushion Table 107 c.m. (42”) complete with all accessories i.e. Infra Red safety device Machine No. 941217. Supplied by M/s Record Machines Pvt. Ltd. vide Challan No. RM/13-94-95 dated 27.12.1994.		
	(ii) OFFSET Printing Machine Dominant – 715 A Single Colour Sheetfeed Machine Max Paper Size 485x600 m.m. (19”x26”). Machine No. 715 A – 1898, supplied by M/s J. Mahabeer & Company Ltd, 3620-21, Netaji Subhash Marg, New Delhi - 02		
	(iii) DUPLO – 43 S (HCL) Copy Printer purchased from M/s Kendriya Bhandar, which has been supplied vide Challan No. DC04300165 on 30.09.2004 and installed in the Press.		
	(iv) H.M.T. Two Colour Sheetfeed Offset Printing Machine Model SOM – 231 will all Standard Accessories and Electrical Equipments with Register Pins on plate Cylinder, Plate Punching Device, Oil Tray under Press with Standard Accessories & Electrical Equipment.		
	(v) Sticking Machine ‘Sindu Make’ size 5/8” from M/s N.C.C.F. vide Invoice No. 601287.		
	(vi) Automatic Numbering Machine (Autoprint Reckoner) (SL No. Fre 01 BC3D09174) with Standard Accessories Inclusion of 5 CAM Rings, 5 Fingers CAMI 5 Cut Rollers & 2 preforating wheel with Holder Rotary, Rotary Straight numbering Box 8 Nos (No. of Digit 7) Rotary Vertical Numbering Box 2 Nos. (No. of Digit 7).		
	(vii) Automatic Gathering Machine of 12 stations with sticher folder & trimmer (S.F.T.) in size 15” x 20”		
	(viii) Risograph Digital Duplicating Machine MZ-8700AG with Dual Drum, Compatability with Computer Interface Card.		

- a) **The applicable GST amount in figure will be entered by the firm separately.**
- b) **The H-1 (Highest one) firm will be decided on the basis of highest quoted rate for the total lot No. 1(i.e. Sl. No. 1 to 11), for rest of the machines (i.e. Sl. No. 12 to 20) the H-1 will be decided on the basis of bid for individual machine.**
- c) **No cutting/overwriting is allowed on this document. In case of any mismatch/ambiguity between the price bids in figures and words, the amount reflected by words shall be considered.**

**Signature of proprietor/owner
(with Stamp)**

DELHI DEVELOPMENT AUTHORITY
PRINTING PRESS , INA, VIKAS SADAN, NEW DELHI – 23

LIST OF MACHINERY AND EQUIPMENTS

Sl. No.	Details of machinery and equipment	Quantity and Weight in Kg.
	LOT - I	
1.	Cutting Machine 32" width (Semi Manual)	1 (One)/900 Kg. Approx.
2.	Ruling Machine	1 (One)/300 Kg. Approx
3.	Power Driven Sticking Machine 1" thickness	1 (One)/200 Kg. Approx
4.	Power Liner Conditioner	1 (One)/60 Kg. Approx.
5.	Proofing Machine	1 (One)/15 Kg. Approx.
	LOT - II	
6.	Letter Press Printing Machine, Platen (Chandler) Machine in size 13.5" x 18"	1 (One)/800 Kg. Approx.
7.	Manual Stitching Machine	1 (One)/60 Kg. Approx.
8.	Perforating Machine	1 (One)/50 Kg. Approx.
9.	Raising Machine in size 12" width	1 (One)/15 Kg. Approx.
10.	Shikanja	1 (One)/15 Kg. approx
11.	Sua Wali Machine (Manual)	1 (One)/5 Kg. approx
	LOT - III	
12.	DUPLO – 43 S (HCL) Digital Copy Printer	1 (One)/115 Kg.
13.	Letter Press Printing Machine, Platen (Chandler) in Size 13" x 19"	1 (One)/800 Kg. approx
14.	Semi Automatic Cutting Machine Hycut – 10 –Hydraulic Guillotine with Air Cushion Table 107 c.m. (42") complete with all accessories i.e. Infra Red safety device Machine No. 941217 of M/s Record Machine Pvt. Ltd.	1 (One) /2700 Kg.
15.	OFFSET Printing Machine Dominant – 715 A Single Colour Sheetfeed Machine Max Paper Size 485x600 m.m. (19"x26"). Machine No. 715 A – 1898 supplied by M/s J. Mahabeer & Company Ltd.	1 (One) /2350 Kg.
16.	H.M.T. Two Colour Sheetfeed Offset Printing Machine Model SOM – 231 with all Standard Accessories and Electrical Equipments with Register Pins on plate Cylinder, Plate Punching Device, Oil Tray under Press with Standard Accessories & Electrical Equipment. Supplied by M/s H.M.T. Ltd.	1(One)/9400 Kg.
17.	Sticking Machine 'Sindu Make' size 5/8"	1 (One)/135 Kg. Approx.
18.	Automatic Numbering Machine (Autoprint Reckoner) (SL No. Fre 01 BC3D09174) with Standard Accessories Inclusion of 5CAM Rings, 5 Fingers CAMI 5 Cut Rollers & 2 perforating wheel with Holder Rotary Straight numbering Box 8 Nos. (No. of Digit 7) Rotary Vertical Numbering Box 2 Nos. (No. of Digit 7).	1 (One)/900 Kg.
19.	Automatic Gathering Machine of 12 stations with sticher folder & trimmer (S.F.T.) in size 15" x 20" (Auto print make)	1 (One)/1700 Kg.
20.	Risograph Digital Duplicating Machine MZ-8700AG with Dual Drum, Compatability with Computer Interface Card.	1 (One)/900 Kg. Approx.

AGREEMENT

THIS AGREEMENT MADE THIS <DATE> DAY <MONTH> 2019 BETWEEN Sh. _____ S/o _____ residence of _____ <contractor address> _____ carrying on business in the firm name and style of M/s _____ ,<Firm name> __ <Firm address> _____ in the town of _____ <city> _____ <Pin code> _____ as Company/Firm/Agency thereof (hereinafter called “the Contractor” which expression shall, wherever the context so required or admits, be deemed to include his heirs, executors, administrators, and legal representatives) of the one part.

AND

The Officer In-charge/Manager, DDA Printing Press, (hereinafter referred to as “the Authority” which expression shall, wherever the context so requires or admits, be deemed to include his successors assigns) of the other part.

WHEREAS the Contractor has submitted a tender to the Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 for Sale/Disposal of various types of Printing Machinery and Allied Equipments on ‘**weighment**’ & ‘**as is where is**’ basis from the premises of Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 AND WHEREAS the said tender has been accepted on the terms and condition herein-after mentioned.

WHEREAS the Contractor is duly authorized to execute this agreement on behalf of Partnership firm/Company by virtue of authorization letter dated _____ resolution dated _____ annexed with this agreement as Annexure-IV.

NOW THIS INDENTURE WITNESS AS FOLLOWS :-

1. This agreement shall remain in force from the <Day><Month>,<Year> and up to the period of 30 days or completion of lifting of the various type of printing machinery and allied equipment after the payment of quoted amount in tender.
2. **Work** : Sale/Disposal of various type of Printing Machinery and Allied Equipment on ‘**weighment**’ & ‘**as is where is**’ basis from the premises of Printing Press, Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023.
3. The contractor should thoroughly satisfy themselves about the conditions and quality of the materials. Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 gives no guarantee or warranty of the materials or its quality for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality, specifications, quantity and conditions for use shall be entertained by Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023.
4. **Work Order** : The contract shall be treated as having been entered into as soon as a letter of acceptance by the contractor, work order is issued by the officer Incharge, DDA Press to the successful tenderer. The period of contract shall be of 30 (thirty) days from the date of last delivery order and against the full payment paid by the Buyer. The contract shall be deemed to be completed as soon as the area is cleared by the buyer of the entire materials allotted or on completion of the period of contract as mentioned above, whichever is the earliest.
5. **Inspection of material kept for disposal lying in the Press premises** : The contractor is advised to make his own assessment in respect of various type of Machinery and Allied Equipments as well as their weight. The weight given is indicative and not actual. No claim shall be entertained in lieu of difference in weight, if any.

6. Payments :

In the event of failure to deposit the payment within 7 days, Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 shall have the option to forfeit the Earnest Money Deposit/Security Money and also to recover the losses suffered by Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 as a result of such failure Goods and Service Tax (GST) or any other tax levied by Govt., as applicable, will be payable by the purchaser on the date of Invoice as per Govt. orders.

7. Risk :

The goods shall be and remain in every respect at the risk of the contractor from the date of acceptance of his offer by the Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 and Government shall not be under any liability for the safe custody or preservation thereof from the date.

8. Dismantling/Removal/loading and transporting of Machines/Equipments :

- a) **Removal of Sold Item:** The contractor shall lift the entire machinery and equipments as shown in the list/lot awarded to them by deploying their own labour and machines at their own cost from the space where machines are lying within 30 days from the date of issue of work order (including date of issue) by the Officer Incharge/Manager, DDA Printing Press or within such time as may be prescribed in the work order.
- b) The contractor is to ensure that the vehicles deputed for disposal should report for loading during 10.00 AM to 05.00 PM in such a manner that requisite time is available for loading and vehicles are released before closing of the working hours of the press. No loading shall be permitted beyond working hours. No vehicle shall be permitted to be parked inside the DDA premises once loading is complete.
- c) If the contractor wish to take the delivery of goods purchased through a representative, then he must authorize representative by issuing a letter of authority which shall be presented to the office. Such officer may in his entire discretion decline to act on any such authority and it shall be in all cases for the buyer to satisfy such officer that the authority is genuine. Delivery by proxy/representative shall be at purchaser's sole risk and responsibility and no claim shall lie against the Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 on any account whatsoever if delivery is effected to a wrong person.
- d) The material will have to be removed on '**weight**' & '**as is where is**' basis at the contractor's own cost and expenses. No processing other than dismantling as may be required for convenient transportation will be permitted at the sole discretion of the Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023. The contractor shall not be provided with any man power or equipment including Dozer, Scrapper, Cranes, Gas, Power, Water or other facilities by the occupier. The contractor has to arrange for any of these at their own cost and they shall take prior permission from Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 for this purpose. While removing one lot, the other lots should not be disturbed/damaged.
- e) No extension of time limit stipulated in condition will be granted under normal circumstances. However, if the purchaser desires an extension due to unavoidable circumstances in the execution of acceptance order, he shall apply in writing within a period of five days of the date of such circumstances to Delhi

Development Authority, Vikas Sadan, INA, New Delhi – 110023 and if in his opinion (which shall be final) is satisfied about the reasonableness of the grounds may grant any such extension of time as may be necessary, proper and binding on the purchaser.

- f) Dismantling and transportation of the goods shall be the responsibility of the contractor at his own cost and risk, taking all safety precautions.
- g) The contractor will arrange to remove the materials sold to them and clear the site within the stipulated period mentioned in Work Order. If the items/materials are not disposed of within the time and date given in the acceptance order issued, Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 may resell the item at the buyer risk and cost. The decision of the Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 shall be final. The contractor shall also be liable to pay penal charges at the rate of 1% of cost of tendered amount per day to Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 on the quoted value for the remaining items etc. lying in Printing Press premises uncleared.
- h) If any time, after the sale order is issued, occupier wants to retain any item/items for the purpose of running plants, the buyer should agree to it and necessary deduction will be made from the sale order value, as per occupier assessment which shall be binding on the buyer.
- i) For heavier and longer consignments, if required, contractor's may arrange trailers cutters, cranes etc. with prime-movers through their own resources after taking the necessary approval from the Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023. DDA shall not be responsible for any delay occurring due to non-availability of above trailer, cutter and prime mover etc.
- j) Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 or its authorized representatives shall have the right to stop dismantling and loading of the material if they feel the buyer or his representatives are not following the instructions given to them or the job is not carried out in accordance with the provisions of contract.
- k) Dismantling/removal of materials on '**pick & choose**' basis shall not be allowed.
- l) Dismantling work, removal and transportation materials shall be done only during general shift hours of the office i.e. 10.00 AM to 5.00 PM between all working days except Saturday, Sunday and Holidays. Similarly no man power will be allowed to stay back after 6.00 PM.
- m) The contractor shall not be allowed to store the material on the road sides which may block traffic on the road or cause inconveniences to the working of the Press.
- n) The first stored material should be removed first. The time schedule and sequence of the dismantling and removal of material will be prepared jointly by Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 and the contractor. The contractor shall have to strictly adhere to it.
- o) The contractor shall not be entitled to resale any material equipments/items out of the goods sold to him by Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 while these goods are still lying within the premises of owner. No delivery of material would be allowed by incharge of the Printing Press to any persons other than the contractor or his authorized representative.

9. SAFETY

- a) The contractor shall be responsible to follow safety instruction as per the safety regulations of U.T./Central Government and will ensure that no accident or damage to either man or machine inside the press/occupier premises takes place and any loss/accident on this score will be dealt with in accordance with the factory rules or as per any other rules in force during that time and the contractor shall be responsible for the same.
- b) Any loss/damage caused to the property of the press/occupier has to be made good by the contractor as per the assessment of the Committee constituted by Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 only whose decision shall be final and binding on the contractor.
- c) Gas cutting work to be carried out by the contractor in course of dismantling work etc. will be allowed only under expert supervision. Contractor's supervisory personnel will ensure that all safety precautions have been taken including those for prevention of fire in and around the area.
- d) All arrangements of dismantling, removal, loading and transportation of the sold material have to be made by the contractor himself.
- e) In case of any accidents resulting in the partial or full disablement or death of workers employed on dismantling, the contractor will have to pay necessary compensation under workmen's compensation act or any other act in force.
- f) The contractor will not disturb sewer lines and manholes and also shall be made good by the purchaser at his expenses.
- g) The contractor will be governed by the Labourer's Regulations including workmen's compensation act in force.

10. Any difference and disputes arising out of the contract shall be subject to the jurisdiction of courts of Delhi/New Delhi only and the party shall refer such disputes for adjudication through arbitration by a sole arbitrator having expertise over the subject matter, as appointed by Vice Chairman, DDA. The arbitration shall be contracted in accordance with the arbitration and conciliation Act 1996.

11. If the contractor shall make default in payment for disposal of various type of Printing Machinery & Allied Equipment under these presents or shall make default in taking delivery of and removing the said Machinery and Allied Equipments as herein provided. The Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 shall be at liberty to resell by public auction or by entering into a fresh contract for the Printing Machinery & Allied Equipments as and when such situation arise after giving notice to the contractor. The Delhi Development Authority may treat any such default as breach of contract and cancel the contract forthwith in writing to contractor and forfeit the sum of Rs. _____ <security amount> _____ only (Rs. _____ only) deposited as security and all in addition recover the loss occasioned by such breach. If the contractor shall commit a breach of any of the other items and condition of this agreement. The Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 shall be at liberty to cancel this agreement by giving notice in writing to the contractor and to recover from the Contractor any loss occasioned to Government by such breach. In addition the contractor shall be liable to pay the godown charges leviable in accordance with clause 9 (g).

12. CCS, DDA/Officer-in-Charge, however, reserve the right to terminate the contract without assigning any reason thereof at any time after giving one week notice to the selected service providing Company/Firm/Agency.
13. Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claims of the Government for the payment of a sum of money arising out of or under this contract or any other contract made by the contractor with the Government.
14. **Damage :-** The Contractor shall make good all damages which may be caused to any property of DDA or any other person by any act or default of the contractor, his agents or servants, in connection with the removal of any of the goods provided that the DDA may at their option make good such damage and charge the contractor with the expenses thereof.
15. If, at any time, it appears to DDA that any bribe, commission or gift or advance has been given, promised or offered by or on behalf of the Contractor, his partner, agent or servant or any one on his behalf (whether with or without knowledge of the contractor) to any officer, representative, servant or agent of Government in relation to the execution of this agreement, the Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 shall take appropriate or necessary action against contractor in addition to criminal liability. The Delhi Development Authority may treat any such breach as default and cancel this Agreement and also liable to recover any loss resulting from any such cancellation.
16. Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 may at any time by notice in writing summarily terminate the contract without any compensation to the contractor in any of the following events that is to say :
 - i) If the contractor being an individual or if a firm, any partner, in the contractor's firm, shall at any time be adjusted insolvent or shall have a receiving order of administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the partnership Act; or
 - ii) If the contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitle the court of debenture holders to appoint a receiver.
 - iii) If the contractor commits any breach of the contract not herein specifically provided always that such termination shall not prejudice any right of action or remedy which shall have occurred or thereafter to the Government and provided also that the contractor shall be liable to pay the Government for any extra expenditure the Government is thereby put to.
17. Subject as herein before otherwise provided all notice to be given on behalf of the Government and all other actions to be taken on behalf of Government may be given or taken on behalf of Government by Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 or any officer for the time being entrusted with the function, duties, powers of the said Officer-in-Charge.

18. Any notice to be given to the contractor under the terms of the contract shall be considered to be duly served and the same shall have been delivered to or left for or posted by Registered Mail to the Contractor at his last known address. Similarly any notice to be given to the Government shall be considered as duly served if the same shall have been delivered to, left for or posted by Registered Mail to Delhi Development Authority, Vikas Sadan, INA, New Delhi – 110023 or to the new address where his office is located at the time of his giving such notice.

**Contractor/First Party
Name & Signature with Seal**

**Officer In-charge/Manager Printing Press
For and on behalf of
Vice Chairman
Delhi Development Authority
Name & Signature with Seal**

Witness :

Witness :

(1) _____

(1) _____

Address _____
_____.

Address- _____
_____.

I.D. Proof _____

I.D. Proof _____

(2) _____

(2) _____

Address _____
_____.

Address- _____
_____.

I.D. Proof _____

I.D. Proof _____