

DELHI DEVELOPMENT AUTHORITY
PRINTING PRESS

No. F5(3)2019/PP

Dated : 30.10.2019

NOTICE INVITING TENDER WITH TERMS & CONDITIONS AND SCHEDULE FOR PRINTING AND SUPPLY OF VARIOUS FOLDERS DULY PRINTED AND BINDED

Rates are invited from reputed printers/agencies (MSME preferable) through a two bid system (i.e. technical and financial) for printing and preparation of different Folders with Art Card to be provided/supplied by DDA. The Folders have to be printed in two different colour scheme as per the quantity to be indicated by DDA. The detailed specifications of the job are as under:

Name of job and short description	Detailed Specification of Folder i.e. size, colour scheme etc.
Printing and preparation of Art Card Folders with double pockets in size 9"x12.5"	Art Card folders as under duly printed should be fitted with single/two pockets to be pasted with superior adhesive (Fevicol/vemicol) type. The pockets should be in size 8.5" x 5-3/4" i) Blue with shade - 9000 approx. ii) Green with shade. – 9000 approx.

1. Instructions to bidders:

General

a) The interested service provider/printers have to submit the Tender in the Tender Box as per required packet/cover contents in two separate envelopes subscribing 'Technical Bid' and 'Financial Bid'. Both these envelopes will have to be attached alongwith super subscribing Tender for preparation of Folders.

b) The bidders may download the Tender documents and Terms and Conditions from the DDA's website i.e. www.dda.org.in.

c) No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids, its EMD will be forfeited.

d) It shall be the responsibility of the successful tenderer to deliver the Folders at DDA premises by stipulated date/time of work order and no extra cartage for loading & unloading will be paid.

e) The bidders should have at least one dedicated landline telephone connection and one mobile for contact. The details of the same may be furnished in the bid.

2. Tenure of Contract: The contract shall be for a period of two months from the date of letter of awarding the contract.

3. Bid Validity : The bid shall be valid for a minimum period of ninety days from the date of opening of Financial bid.
4. Delivery of Folders is to be given to different sections/stores of DDA in different lots. First lot of around 5000 Folders will have to be delivered within 10 days from date of placing of Supply Order, rest within 30 days as per break up which will be mentioned in the award letter.
5. Eligibility Criteria for bidding:
 - a) Bidders should have completed satisfactorily two major work orders of . Rs. 5.00 lakh each during last three years awarded by the Government Departments., PSUs and reputed Business Organizations (as on date).
 - b) Bidders are required to have PAN Card in r/o firm, GST Registration Certificate allotted by concerned authorities.
 - c) Bidders should not have been black listed by any Ministry/Department/Organization.
6. Earnest Money Deposit (EMD):
 - a) Each quotation must be accompanied by Earnest Money Deposit which shall be in the form of Demand Draft/Pay Order in the name of DDA payable at 'New Delhi'. Quotations received without EMD are liable to be rejected and no exemption will be granted.
 - b) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws/amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
 - c) The Earnest Money of all the unsuccessful tenderers will be returned as early as possible after award of contract letter. No interest will be payable by the Department on the Earnest Money Deposit. Earnest Money of successful bidder shall be returned after furnishing of security.
7. Bid submission:
 - a) Bidders may inspect the samples of Folders before bidding or quoting rates on any working day between 02.00 PM to 05.00 PM.
 - b) The 'Technical Bid' shall be opened on the scheduled date and time i.e. 11.11.2019 at 03.30 P.M. by the Committee in the presence of Tenderers, who may like to be present. The 'Technical Bid' should contain the following:
 - i) Bidders are required to submit documents of satisfactory completion of at least two major work orders valuing Rs.5 lacs each during last three Financial Years awarded to them by the Government Departments/bodies., Undertakings & PSUs (as on date).

ii) Bidders are required to submit copy of PAN Card in r/o firm, GST Registration Certificate allotted by concerned authorities.

iii) Bidders are required to submit a Declaration on letter head stating that the bidder has not been black listed by any Ministry/ Govt. Department/Organization and a covering letter accepting all the Terms and Conditions of Tender documents.

iv) Bidders are required to submit the EMD of Rs. 10,000/- which should be in the form of Pay Order/Bank Draft issued by any commercial bank in favour of 'DDA' payable at New Delhi alongwith the Technical bid, in the Tender Box at DDA, Vikas Sadan, INA, New Delhi – 110023 upto 03.00 P.M., without which the quotations will be considered invalid and be summarily rejected.

v) The sample of Folders submitted alongwith the Tender should be as per DDA sample.

c) The rates quoted must be inclusive of freight, transportation, packing, forwarding, handling etc. but excluding of GST which shall be paid by the Department on applicable rates as per format given below :

Name of job and short description	Detailed Specification of File Covers i.e. size etc. & (approx) quantity	Amount quoted. Inclusive cost of composing, processing and printing & finishing cartridge etc. for complete work.	
		Rate for first 1000 and subsequent folders thereof (In Rs.) (In words & figures)	
Printing and preparation of Folders with pockets in size 9"x12.5"	Folders as under duly printed should be fitted with two pockets to be pasted with superior adhesive (Fevicol/Vemicol) type. The pockets should be in size 8.5" x 5-3/4"	Figures	Words
	i) Blue/Green shade per 1000 with single pocket	Rs.	
	Subsequent quantity per piece	Rs.	
	ii) Blue/Green shade per 1000 with double pocket	Rs.	
	Subsequent quantity per piece	Rs.	

d) All entries in the tender form should be legible and filled clearly. No correction either in the Technical Bid or Financial Bid is permitted. The Financial Bid for the complete lot has to be submitted in the letter head as per the above format of the Tender Notice. In no case there should be any change in the format of the Financial Bid. The bids submitted in the proforma other than the proforma mentioned above will be rejected summarily (in the letter head as per the schedule mentioned).

- e) It may specifically be mentioned that the bid is strictly as per terms and conditions of the tender. In the absence of this, the quotation may be rejected.
8. Bid evaluation & award of work :
- a) Duly constituted committee shall first open and evaluate Technical Bids. Financial Bids of only those bidders shall be opened who are technically qualified as per terms and conditions of tender. Intimation to this effect shall be separately sent to the bidders whose bids are found Technically acceptable. The lowest quoted bidders(s) shall be awarded the work.
- b) The Department reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever
9. Security :
- The successful bidder shall require to submit a Security Deposit of Rs. One lakh within a week of issue of Acceptance of bid letter by the Department as security of material issued by Press Manager. The Security Deposit may be in the form of Demand Draft/Pay Order/Bank Guarantee. In case, the printer fails to provide satisfactory services during the term of contract, the Security Deposit submitted by the firm will be forfeited without prejudice to other remedies. No interest will be payable on the Security Deposit. Security Deposit should be valid for a period of 3 months from the date of acceptance of award.
10. Termination/cancellation of Contract:
- a) The quality of printing should be of good standard and as per requirement. In case it is found that the services are not upto the mark and ordered specification, it would be open to the Department to terminate the Agreement and forfeit the Security and black list the firm.
- b) If after award of the contract, the successful bidder (L-1) fails to provide required printed/stationery items, the contract will be liable to be cancelled. EMD/security will be forfeited and other consequential actions such as blacklisting of the firm etc. will be taken.
- c) If it is subsequently established or found that the bidding firm has given any false information or facts or has suppressed facts or manipulated the documents etc., the Earnest Money/Security Deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained therefore.
11. Receipt of Tax Liability : The firm will ensure that the tax receipts are deposited to the Department after raising the bill.
12. Payment: Payment will be made through ECS to the firm only on satisfactory execution of the work as well as receipt of pre-receipted bill in triplicate. In case, any item is found to be not as per ordered specification or does not meet the requirement or found to be of substandard quality, the same shall be rejected and supplier should replace the same without extra charge within the specified delivery schedule.

If the agency fails to deliver any or all of the goods within the period specified in the purchase order, the Department shall without prejudice to its other remedies, deduct as liquidated damage 5% on the price of the delayed goods for each and every week (part of the week shall be

considered as full week) subject to maximum of 25% of the delayed supply value and the same shall be deducted from the bill(s) or any other payment due to the printer/party. Department shall be at liberty to terminate the agreement, cancel the order and may also forfeit the Security Deposit, in case, printer/vendor fails to deliver the finished items within the stipulated delivery period.

13. Arbitration:

If any dispute arises between the Parties hereto during the subsistence or thereafter, in any connection with the validity, interpretation, implementation or alleged material thereof any provision of Contract by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such disputes amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days, give 15 days notice thereof to the other Party in writing.

The dispute shall be referred for adjudication through arbitration by a sole arbitrator who shall be technical person having the knowledge and experience of the trade, (to be appointed by the consent of both the parties. In case both the parties does not do not agree to appoint a sole arbitrator then in that case Secretary, DDA will appoint an Arbitrator under the provision of Arbitration and Cancellation (Amended) Act, 1996 w.r.t. appointment of Arbitrator shall apply and would be binding on both the parties. The parties hereto agree that the seat and place of adjudication by the Arbitrator shall be Delhi/New Delhi only.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing, as aforesaid within 90 days of receiving intimation from the Officer in Charge that the final bill is ready for the payment, the claim of the contractor, shall be deemed to have waived.

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act., 2015 (No. 3/20160 effective from 23.10.2015(an Act to amend the Arbitration and Conciliation Act, 1996) and/or any statutory modifications or enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that if any fees are payable to the arbitrator, these shall be equally paid by both the parties. Further "Where the arbitral award is for the payment of money no interest shall be payable on whole or any part of the money for any period till the date on which the award is made".

14. In the event of any dispute or disagreement under or in relation to this agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on the mutual consent, then Department will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act 1996 will apply. The Arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to Arbitration under the Indian Arbitration and Conciliation Act, 1996 or of any modifications or reenactment there of including the rules framed there under.

15. Force Majeure: Notwithstanding the provision of the Clause 9, the firm shall not be liable for forfeiture of its security, liquidated damages or termination for breach, if and to the extent that, its delay in performance or other failure to perform in its obligation under the agreement is the result of an even of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not restricted to, act of the 'Department' either in its sovereign or contractual capacity wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes. If the Force Majeure situation arises, the firm shall promptly notify the Department in writing, the firm shall continue to perform its ligation under the agreement as far as reasonable practical, and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.
16. All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi.

Sd/- xx xx xx
Dy. Director (Nazarat)