



SHREEMATI NATHIBAI DAMODAR THACKERSEY

## WOMEN'S UNIVERSITY

1, Nathibai Thackersey Road, Mumbai-400 020  
Tel. No. : 022- 22031879/22036885/22091577

### Tender document for Printing & Supply of University Diaries (Students) for SNDT Women's University

#### Gist of the tender

Last date of submission of tender	March 29,,2014 by 03.00 pm
Price of the tender document	Rs. 1000/- (Rupees Two Thousand Only) (Non-refundable)
Earnest Money Deposit	Rs. 15,000/- Rupees Fifty Thousand Only
Date and time to open the tender	March 29,,2014 by 03.00 pm
Essential Qualification: The applicant should have valid VAT & Service Tax registration and PAN and required valid Permissions, if any on the date of submission of the tender.	

**Tender document for Printing & Supply of University Diaries (Students) for  
SNDT Women's University**

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## **Section I : Invitation for Bid**

### **Overview**

The SNDT University intends to print student's diaries for the academic year 2014-15. It is therefore tenders are invited from authorized printers/suppliers on the following terms and conditions. Tenderers are advised to study all technical and commercial aspects, instructions, terms and conditions carefully in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid. The bidder will be required to supply the student's diaries within 45 days from the date of placement of order by the S.N.D.T. women's University, Mumbai.

### **Section II : Essential Qualification & Minimum criteria for the Eligibility**

**The Tenderer should have valid BST/CST Registration Nos. (with the expiry date), PAN, VAT and required valid permission if any, on the date of submission of the Tender.**

### **Section III : Procedure for submission of Bid**

Tender shall be filled –in-two parts under Three Envelop System. Technical Tender shall be enclosed and sealed in Envelop No. 1. Schedule of Rates shall be filled in and enclosed in Envelop No. 2. Both the sealed Envelops shall be kept in Envelop No. 3 which shall be big enough to contain two Envelopes. On each Envelop name and address of tenderer shall be written in block letters. On the top of it Envelop number should be mentioned. The Envelop should be addressed to the Registrar, S.N.D.T. Women's University, Mumbai.

Tender shall be opened as far as possible in the presence of all tenderers and officers of S.N.D.T.Women's University, Mumbai. Sealed tender No. 3 shall be opened. It must contain two Envelops – Envelop No. 1 & 2. Envelop No. 1 is technical tender which will be opened first and if it contains all the papers required Envelop No. 2, which containing the schedule of rates be opened. If it is found that all the papers are kept together in single Envelop ignoring instructions given above, the tender shall be rejected forthwith.

### **ENVELOP No. 1**

1. Earnest Money deposit in the form of Demand Draft drawn on any Nationalized Scheduled Bank at Mumbai, in favour of Registrar, S.N.D.T.Women's University, Mumbai for Rs. 15,000/- (Rs. Fifteen Thousand only) should be enclosed.

2. D.D. of Rs.1000/- if tender form is downloaded from website.
3. Services Experience Certificate.
4. Detailed Information about Institution (Agency), name of proprietor, telephone no. In case of partnership firm-name and address of the partners and copy of Partnership Deed. In case of company, Company Registration Certification.
5. Certified copy of Central Sale Tax Registration Certificate.
6. Pan Card No of the Bidder Company/firm.
7. **List of clients**

#### **Section IV : SPECIFICATION OF REQUIREMENTS**

##### **Specification of Diaries**

- |                              |   |   |
|------------------------------|---|---|
| 1. No. of Diaries            | : | 40,000  |
| 2. Pages of Diary            | : | 200 pages approximately incl. of 4 colour pages ( 4 colour ) on 130gsm ART paper                                |
| 3. Size of Diary             | : | 5 1/2 X 8 1/2 "1/8 size of 23"  |
| 4. Quality of Paper          | : | Maplitho 80 gsm   |
| 5. Binding                   | : | Machine Stitched binding  |
| 6. Cover page with Designing | : | Card hardbound cover, wrapped around Indian Art Paper, 4 Colour, 210gsm, matt lamination with some part spot UV |

**Section V : FINANCIAL BID**

To,  
The Registrar,  
SNDT Women's University,  
1, NT Road, New Marine Lines, Mumbai-20

**Subject: Submission of tender for Printing & supply of student diary for the year 2014-15.**

Madam/Sir,

We are pleased to submit the following rate for printing & supply of student diary 2014-15. On the terms and conditions mentioned in the tender document. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.

The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified lowest quoted by any other institution/University in India.

The earnest money of Rs. \_\_\_\_\_ to be deposited by me has been enclosed herewith vide Demand Draft no. \_\_\_\_\_ - Dt. \_\_\_\_\_ - drawn on Bank \_\_\_\_\_ Branch \_\_\_\_\_.

Sr.No.	Specification	Quoted price
1.	Pages of Diary 200 pages approximately incl.of 4 color pages on 130 GSM ART paper  Size of Diary : 5 1/2 X 8 1/2 "1/8 size of 23"  Quality of Paper : Maplitho 80 gsm  Binding :Machine Stitched binding  Cover page with Designing : Card hardbound cover, wrapped around Indian Art Paper, 4 Color,210 GSM ,MATT lamination with some part spot UV.  <p style="text-align: center;"><b>Price per diary</b></p>	
	<b>Total for 40,000/- diaries</b>	
	<b>Taxes, if any</b>	

	<b>Total price inclusive of all</b>	
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**Signature and date with stamp**

**Section VII: General Terms & Conditions**

1. The Tenderer shall be required to deposit earnest money deposit of Rs. 15,000/- along with the tender.
2. 100 % payment shall be made by cheque only after the total number of Diaries as per specifications are delivered to the University within prescribed time limit.
3. The tenderer has to deliver the diaries free of cost at the conducted and affiliated colleges in and around Mumbai, as per the instructions of the University.
4. The proofs of designs of cover and the page proofs of inside matter must be checked and submitted for finalization within a week after the work is assigned.
5. The entire set of diaries must be ready and supplied in lots of different quantities as per instructions of the University, failing which a penalty of 10% of the total cost will be levied.
6. The bidder/s should adhere with all seriousness to the time schedule provided by the S.N.D.T. Women's University.
7. Rate quoted by the bidder should include all local taxes, VAT, duties, levies, transportation costs and insurance cost if any,
8. Once a contract rate is arrived at the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the services and labour or other components or for any other reason.
9. The offer quoted shall be valid for a minimum period of four months from the last date for submission of offers.
10. All the statutory payments on account of license fees/charges etc payable to Municipal/Government Authority shall be responsibility of the Tenderer.
11. The payment shall be made after the receipt of the material in good condition and after inspection and delivery challans from the respective colleges.

12. Penalty to the maximum 10% of the contract value shall be levied for the delay in supply of the material or deficiency in the service.

**Section-VIII : Standard Terms and Conditions.**

By accepting the Standard Form of an agreement (hereinafter referred to as "the agreement") the Contractor accepts the Terms and Conditions included herein, unless the Contractor notifies his objections.

**1. Acknowledgment and Acceptance of agreement:**

This agreement constitutes an offer from the university and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to purchase of services, items, products, components or service (hereinafter referred to as "Service"). Exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred to in the agreement are incorporated herein by reference.

**2. Changes / Amendments:**

The University shall have the right at any time, by written notice, in the form of an amendment order to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made to the contract price or delivery schedule, or both. Any claim by the Contractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Contractor of notice of change (amendment order). Price increase, extension of time for delivery, or change in quantity shall not be binding on the University unless sufficiently justified by a Contractor's request accepted by the university in a form of amendment/Change Order issued and signed by the University.



3. **Force Majeure:**

If any Service is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the Contract. or to execute the same from another Contractor and to charge the defaulting Contractor for any loss incurred in this transaction. The University shall have the right to refuse unsatisfactory service .If the Contractor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Contractor's reasonable control, the University, at its option, may elect to Service to pay such proportion of the contract price as it deemed reasonable.

4. **Price / Taxes:**

Prices stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. Contractor Service. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.

5. **Inspection and Acceptance**

All Service covered under the contract may be inspected and tested by the University or its representatives at Contractors cost. If deemed necessary by the University, the Contractor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Service covered by this agreement shall be made available to the University during

the performance of the order.

If any Service covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Contractor:

(a) rescind the Contract as to such non-conforming Service;

(b) accept such Service at an equitable reduction in price;

(c) reject such non-conforming Service and require the delivery of suitable replacements.

(d) If the Contractor fails to improvise the shortcomings in the performance promptly, the university, with notice of seven business days, may replace or correct such Service and charge the Contractor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of Service shall relieve the Contractor from responsibility for defects in the performance of contract or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

6. **Warranty :**

The Vender warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vender's industry as per Indian Standard Insitution (ISI) or similar standard. The Vender's specifications as on performance as detailed in the Vendor's brochures, sales literature and other specification as may be available to the University.

(a) In addition to any other express or implied warranties, the Vender warrants that, the Contractor warrants that the Service furnished pursuant to this contract will be :

1. free from defects in the title, workmanship and material;
2. free from defects in design except to the extent that such items comply with detailed designs provided by the university;
3. of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotations

(b) If any service covered by this agreement is found not to be as warranted, the University may, by written notice to the Contractor:

1. Reject such defective service and require the delivery of suitable replacements.
2. If the Contractor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such service and charge the Contractor the additional cost occasioned.

7. This Performance Guarantee provision shall survive any inspection, service delivery, acceptance, payments, expiration or earlier termination of this contract & Performance Guarantee shall be extended to the employees, students, and users of the Service. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from unsatisfactory delivery of defective service supply of goods or damage caused during the delivery of service goods or provision of services.

8. Rights granted to the University in this article entitled Performance Guarantee are in addition to any other rights or remedies provided elsewhere in this order or in Law.

9. **Patent Indemnity**

The Contractor agrees to indemnify, hold harmless and defend the University, its employees, and

students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Law & Rules & Regulations, and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The University reserves the right to be represented in any such action by its own counsel at its own expense.

10. **Indemnity**

The Contractor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Contractor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its counsel at its own expense.

11. **Assignment / Subcontracting/subject**

The Contractor shall not assign the contract received; any rights under this agreement or to become due hereunder neither delegated nor subcontracted/sublet any obligations or work hereunder..

12. **Cancellations**

The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Contractor, effective when sent, in the event that the Contractor:

(a) fails to comply with any term or condition of this order including, but not limited to, delivery terms: or

(b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets: or

(c) files a voluntary petition in bankruptcy : or

(d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days: or

(e) voluntarily ceases trading: or

(f) merges with or is acquired by a third party: or

(g) Assigns any of its rights or obligations under the Order to a third party without the university's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Contractor in writing fax or email of such cancellation effective and sent and the Contractor shall thereupon transfer title and deliver to the university such work in progress or completed service as may be requested by the university. The University shall have no liability to the Contractor beyond payment of any balance owing for Service purchased hereunder and delivered to and accepted by the university prior to the Contractor's receipt of the notice of termination, and for work

in progress requested for delivery to the University.

13. **Rescheduling :**

The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the vendor (confirmed in writing within ten (10) working days of any necessary rescheduling).

14. **Shipping, Packing and labeling:**

All material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the University's packaging specification.

15. **The Vendor as in an Independent contractor:**

The vendor shall perform the obligation of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not , in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

**Involving/Payments/Set-Offs:**

16. After each completion of supply order , the Contractor shall send duplicate invoice including item

number to the University's concern Department.

Payment of invoice shall not constitute acceptance of Service ordered and shall be subject to appropriate adjustment, if the Contractor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Contractor, (or any of its associated or affiliated companies) against any amounts owned by the University with respect to this agreement.

**17. Compliance with Laws:**

By acceptance of this agreement, the Contractor agrees to comply with the requirements of all the existing laws. The Contractor also agrees to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Contractor's performance hereunder. The Contractor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Contractor's failure to comply with any laws, ordinance, regulations and codes. The labours engaged shall be paid minimum wages as due & admissible with the difference if any due on revision by the contractor.

**18. Law of the Contract:**

This agreement shall be governed by and interpreted in accordance with the laws in existence and the jurisdiction of the Mumbai.

