

F.No.2/1(1)20078-NCW (A)
NATIONAL COMMISSION FOR WOMEN
Plot No.21, Jasola Institutional Area, Jasola,
New Delhi-110025.

Dated: 19th December, 2016

Sub: Documents for empanelment of Printers for Printing and Designing Work in National Commission for Women (NCW).

A panel of reputed DAVP/Directorate of Printing empanelled private printers is proposed to be formed for the printing of prestigious and important publications brought out by the National Commission for Women (NCW) which is a statutory autonomous body under the aegis of the Ministry of Women & Child Development, Government of India. The panel would be valid for a period of one year in the first instance, which may be extended on mutual consent. The average expenditure towards printing in the last three financial years is more than Rupees 20 lakhs.

Reputed Printers experienced in conceptualizing, designing, printing of documents etc. who have sound back-up for excellent designing, scanning, planning etc. of publications of various descriptions/literature for black & white and multi-colour jobs are eligible to apply.

The Printing jobs can be broadly classified under two Heads:

(1) Printing of Important Publications

Printing of important publications under this category are ad-hoc in nature requiring international standards and multi-coloured printing on fine quality paper, etc. like Research Study Reports, Reports on Review of Laws, Diaries, NCW Calendars, etc.

(2) Regular Printing jobs

Regular type of jobs like printing of letter heads of Chairperson, Members and other officers of the Commission, Gold Seal Embossing, visiting cards, greeting cards, file covers, envelopes, etc.

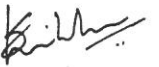
Separate sub-panels may be formed for the printing of regular jobs as specified above and for important publications. Decision of Commission in this regard shall be final and binding.

Applications for empanelment should be addressed to the Under Secretary, National Commission for Women, Plot No.21, Jasola Institutional Area, New Delhi – 110 025 and should reach latest by 3.00 p.m. on 06.01.2017. The applications may be sent by speed post or by hand. If sent by post, NCW shall not be responsible for loss or delay in transit. The application is non-transferable and applications received after the closing date and time shall not be accepted.

Since the printing of the publications of NCW is mostly time bound, the printing press should be situated in Delhi or its adjacent areas of NCR. The applications received from the Printers will be scrutinized with reference to the eligibility criteria mentioned in Annexure I of this Document. Hence before applying for empanelment, please ensure that printer fulfills the prescribed minimum qualification criteria and accept the printing schedule at the time of allotment of job. All applicants have to submit earnest money of Rs,10,000/- (Rupees Ten Thousand Only) by Demand Draft drawn on a scheduled bank in favour of Pay & Accounts Officer, National Commission for Women payable at New Delhi. No one will be exempted from the prescribed earnest money. The applications of only such printers who fulfill the criteria for empanelment will be considered.

The /Document may be downloaded from NCW's Website www.ncw.nic.in.

NCW reserves the right to amend any of the terms and conditions contained in the Documents for Empanelment or reject any or all applications without giving any notice or assigning any reason thereof. The decision of the competent authority, NCW in this regard will be final and binding.


(J Shailendar)
Under Secretary

TERMS & CONDITIONS FOR EMPANELEMENT OF PRINTERS FOR PRINTING WORK OF NCW

1. Eligibility Criteria:

- a) The Applicant must have a valid VAT Registration/TIN No. (Self-attested copy Registration to be attached).
- b) The Applicant must have a valid PAN No. (self-attested copy of PAN Card to be attached).
- c) The Applicant must have a turnover of not less than Rupees twenty five lakhs for regular printing jobs and not less than rupees fifty lakhs for printing of important publications for the last three assessment years. (Self-attested copies of audited Balance Sheet & Profit & Loss Account and Income Tax Returns for the last three assessment years to be attached).
- d) The Printer should be on the approved panel of DAVP/Directorate of Printing. For which, the notification issued by DAVP/Directorate of Printing in this regard will be referred.
- e) The Applicant must have experience of similar work in Government Organizations (Ministries/Departments of Government of India/Autonomous Bodies/Public Sector Undertakings). Please attach Performance Certificate from any three Govt. Organizations in respect of printing work carried out during last 3 years.
- f) The Applicant must not have been blacklisted by any Govt. Department and must not have any criminal case registered against the firm or its owner/partners anywhere in India. An Undertaking on Letter Head in this regard is to be attached.
- g) The Applicant must have own Printing Press with modern technology, which must be in existence for the last 3 years and must be located in Delhi/NCR. Applicant not having own Printing Press will not be considered. The printing press must be registered as per existing norms from Government Department or should have a License/Registration to run the press issued by concerned local Govt. body or Declaration before the Police Commissioner/Magistrate for running/having a press. Self-attested copy of Registration of the Press as per existing norms from Government Department to be attached.

Terms and Conditions :

1. The Printer entrusted with the Printing Job shall make arrangements to collect all material such as manuscripts, proofs, CDs, Print Order, printing material, photographs, etc. at his own cost and expenses from the office of the NCW immediately when intimated even on odd hours and holidays. The material after duly edited should be printed and delivered in the office of the NCW. NCW Office is located at plot No.21, Jasola Institutional Area, New Delhi -- 110025
2. Printer should be fully equipped with all facilities to handle the printing jobs in a given time frame. Printer should have in-house creative designing facilities. Printer must be capable of executing urgent jobs round the clock in case of exigency. The Printer entrusted with the job for printing shall execute the work in most professional manner maintaining high standards of Printing. The delay in the delivery of the printed material in accordance with the time

schedule specified by NCW or bad quality of printing etc, shall render the printer liable to any or all of the following:

- (a) Cancellation of the order totally or partially.
- (b) Forfeiture of Security Deposit.
- (c) Imposition of Penalty
- (d) Termination of the Contract Agreement.

The discretion of the NCW in this regard shall be final and binding.

3. The NCW reserves the right to enhance/reduce/restrict/cancel the work order in the following situations by revising the work order:
 - (a) Inordinate delay committed by printer in collecting or delivery of manuscript/proof/printed material, etc from the NCW.
 - (b) Unsatisfactory progress of the job at the printer's end noticed during monitoring by the NCW.
 - (c) Sub-standard quality of printing, binding, paper etc. noticed at any stage.
 - (d) Increase or Reduction in Requirement.
4. Printer can be removed/blacklisted from the panel of printers for following reasons:
 - (i) Refusal of job.
 - (ii) Inordinate delay in executing the job
 - (iii) False/forged submission of documents
 - (iv) Poor quality/unsatisfactory execution of printing.
 - (v) Short supply of printed material.
 - (vi) Any other administrative/technical reasons.
5. Once the job is assigned to the printer, it cannot be refused by the printer. A penalty can be imposed on the printer if he fails to deliver the job in time beside other suitable action which will be ascertained at that particular situation. The job should be completed within the delivery schedule
6. The printer shall submit a complete bill/invoice along with the Delivery Challans, and a copy of purchase order issued to him. Payment will be made only after job is delivered completely in all respects. No part payment or advance payment will be made. No interest will be payable on the delayed payments.
7. The rates quoted by the Printer must be inclusive of all proofs, charges, levies, etc. except VAT/Service Tax. VAT/Service Tax shall be paid extra as applicable from time to time. No other charges shall be paid. It may be noted that NCW can ask for any number of proofs for approval and will not pay separately for any such proofs asked before final printing. The NCW will be deducting TDS at the rates applicable from time to time
8. It will also be the discretion of the NCW to entrust the aforesaid entire printing job to one firm or award it phase wise to different firms. Decision taken in this regard by the NCW shall be the final and binding on the contracted firm.
9. Applications received unsealed, without EMD and after the due date will not be entertained under any circumstances.
10. The EMD of unsuccessful bidder will be refunded without any interest after finalization of the tender.
11. The documents attached with the quotations are sacrosanct for considering any application as a complete application. It is, therefore, important that all documents duly completed and signed, are attached failing which the application is liable to be treated as incomplete and

ignored.

12. The NCW reserves the right to accept/reject any or all the applications in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest bidder.
13. The NCW reserves the right to reject the material supplied in case it is of inferior quality and is not of requisite standard. Further, NCW reserves the right to receive PDF/Open(MS Word) file of the publication along with high resolution photographs file used in the publications.
14. The successful applicant shall be asked to submit a Security Deposit of Rs.50,000/- (Rupees fifty thousand only) by way of Demand Draft/Pay Order from a scheduled bank in favour of "Pay & Accounts Officer, National Commission for Women" payable at New Delhi. The Security Deposit will remain with NCW till the printer is on the panel of the NCW and no interest will be paid by NCW on security money deposited by the Printer. After the receipt of security money by the NCW and signing up of the Agreement by the Printer, the empanelment process will be completed. This empanelment can be terminated if printer is found guilty of breaching the Contract.
15. The EMD deposited by the successful applicant shall be refunded after receipt of Security Deposit.
16. The date of declaration of qualified/empanelled Printers will be declared at the discretion of NCW which would be intimated by Speed Post/Registered Post or E-Mail.
17. Agreement shall be signed with the successful applicant as per specimen enclosed.
18. Termination of the Contract :
 - a) NCW shall be at liberty at its entire discretion to terminate this contract forthwith at any time without assigning reason or breach or default of any of the terms and conditions contained herein.
 - b) Insolvency or dissolution of the partnership firm Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
 - c) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
 - d) If Agency/firm shall either by himself or by his servants commit/committed any act which, in the opinion of the NCW, whose decision in that behalf shall be final, is prejudicial to the interest or good name of the NCW.
 - e) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.
- 20 Decision of the NCW in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Printer.
- 21 In case of any dispute between the Printer and NCW, NCW shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located in Delhi.

ANNEXURE II

INFORMATION/DOCUMENTS TO BE FURNISHED ALONGWITH APPLICATION FOR EMPANELMENT OF PRINTERS IN NATIONAL COMMISSION FOR WOMEN

S. No	Particulars	To be filled by the bidder
I(A)	a) Name of the firm/agency b)Address c)Name of Proprietor d)Telephone No. e)Mobile No.	
I(B)	f)E-Mail Address g)Name(s) of Business Partner(s)	
	Name and Address of the Press Telephone No.	
	Name and address and Mobile No. of contact person	
2	PAN Number(self-attested copy of Pan Card to be attached)	
3	VAT Registration No./TIN No. (self-attested copy of Registration to be attached)	
4	The year since when the printing press is in existence (must be in existence at least for the last three years)	
5	Whether the Press is Registered as per existing norms from Governement Department? Self-attested copy of Registration of the Press/attested copy of Licence/Declaration for running/having a press to be attached)	
6	Turnover in the last three assessments years (self-attested copy of Balance Sheet & Profit & Loss Account for the Financial Years of three years and Income Tax Returns, duly acknowledged by Income Tax Department for the Assessment Years for the last three years to be attached)	

7	Whether terms and conditions of the Application are acceptable? (Annexure I duly signed and stamped to be attached as a token of acceptance.	
8	List of the Govt Organizations in which the Printer is on the approved panel for printing work:((Documentary Evidence to be attached)	1. 2. 3.
9	List the Govt. Organizations(Ministries/Departments of Government of India/Public Sector Undertakings) where the bidders have experience of similar work during the period for the last three years Self -attested copy of performance certificate from those organizations to be attached as proof. The Performance Certificate must certify the annual value of work done, period during which the work was carried out and the satisfactory performance of the applicant.	1. 2. 3.
10	Details of EMD: Draft No. Date Name of the Bank/Branch	
11	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or any criminal case is registered against the firm or its owner/partners anywhere in India?(If no, an undertaking to this effect on letter head is to be attached)	

(Signature of the authorized person)

Name

Designation

Seal

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two Thousand sixteen between National Commission for Women, New Delhi, as one part, hereinafter called "NCW" and M/s _____ hereinafter called the "Printer" for carrying out Printing Work of NCW.

WHEREAS, the NCW is desirous to engage the Printer for carrying out its Printing Work on the following terms and conditions:

1. The Printer entrusted with the Printing Job shall make arrangements to collect all material such as manuscripts, proofs, CDs, Print Order, printer material, photographs, etc. at his own cost and expenses from the NCW immediately when intimated even on odd hours and holidays. The material after duly edited should be printed and delivered in the office of the NCW. NCW Office is located at 21, Jasola Institutional Area, New Delhi -110025. Final Proof including cover page designs will be seen at the NCW office before final printing is undertaken. It will be the responsibility of the firm to supply the printed copies in the office of NCW without any additional cost to NCW.
2. Printer shall be fully equipped with all facilities to handle the printing jobs in a given time frame. Printer should have in-house creative designing facilities. Printer must be capable of executing urgent jobs round the clock in case of exigency. The Printer entrusted with the job for printing shall execute the work in most professional manner maintaining high standards of Printing. The delay in the delivery of the printed material in accordance with the time schedule specified by NCW or bad quality of printing etc, shall render the printer liable to any or all of the following:
 - a. Cancellation of the order totally or partially.
 - b. Forfeiture of Security Deposit.
 - c. Imposition of Penalty
 - d. Termination of the Contract Agreement.The discretion of the NCW in this regard shall be final and binding.
3. The NCW reserves the right to enhance/reduce/restrict/cancel the purchase order in the following situations by revising the purchase/work order:
 - a. Inordinate delay committed by printer in collecting or delivery of manuscript/proof/printed material, etc from the NCW.
 - b. Unsatisfactory progress of the job at the printer's end noticed during monitoring by the NCW.
 - c. Sub-standard quality of printing, binding, paper etc. noticed at any stage.
 - d. Increase or Reduction in Requirement.
4. Printer can be removed/blacklisted from the panel of printers for following reasons:
 - (i) Refusal of job by an empanelled Printer.
 - (ii) Inordinate delay in executing the job
 - (iii) False/forged submission of documents
 - (iv) Poor quality/unsatisfactory execution of printing.
 - (v) Short supply of printed material.
 - (vi) Any other administrative reasons

5. Once the job is assigned to the printer, it cannot be refused by the printer. A penalty can be imposed on the printer if he fails to deliver the job in time beside other suitable action which will be ascertained at that particular situation. The job should be completed within the delivery schedule.
6. The printer shall submit a complete bill/invoice along with the Delivery Challans, and a copy of purchase order issued to him. Payment will be made only after job is delivered completely in all respects. No part payment or advance payment will be made. No interest will be payable on the delayed payments.
7. The rates quoted by the Printer must be inclusive of all proofs, charges, levies, etc. except VAT/Service Tax. VAT/Service Tax shall be paid extra as applicable from time to time. No other charges shall be paid. It may be noted that NCW can ask for any number of proofs for approval and will not pay separately for any such proofs asked before final printing. The NCW will be deducting TDS at the rates applicable from time to time.
8. The NCW reserves the right to reject the material supplied in case it is of inferior quality and is not of requisite standard. Further, NCW reserves the right to receive PDF/Open (MS Word) file of the publication along with high resolution photographs file used in the publications.
9. The Security Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) paid by the printer for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power to NCW to appropriate the said sum to any damage, penalties and other sums which the printer may be required to pay in case the printer fails to perform/fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained. The Security Deposit shall be released without any interest after successful completion of the work at the end of the contract period including the extended period, if any.
10. The Security Deposit is to be forfeited to the NCW without any prejudice to any other rights and remedies of NCW in case the printer fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.
11. Termination of the Contract :
 - (a) NCW shall be at liberty at its entire discretion to terminate this contract forthwith upon at any time without assigning reason or breach or default of any of the terms and conditions contained herein.
 - (b) Insolvency or dissolution of the partnership firm Liquidation, whether voluntary or otherwise or passing of an effective resolution for winding up, if it is a company or co-operative society.
 - (c) If any partner of its firm or any member of its co-operative society shall be convicted of any criminal offence.
 - (d) If Agency/firm shall either by himself or by his servants commit/ committed any act which, in the opinion of the NCW, whose decision in that behalf shall be final, is prejudicial to the interest or good name of the NCW.

- (e) If the period of this contract lapses and the service is continued, it shall be deemed to be an agreement to continue the service on month to month basis. In such event, either party must give one month's notice for termination of the service if they choose to discontinue.
12. Decision of the NCW in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Printer.
13. In case of any dispute between the Printer and NCW, NCW shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located in Delhi.
14. The tender schedule (Documents) and terms & conditions shall also form part of the agreement.
15. That the printer acknowledges that they have fully acquainted themselves with all the terms and conditions and they shall not plead ignorance of the same.

This Agreement will take effect from _____ day of _____ Two Thousand sixteen and shall be valid for a period of two years.

In witness whereof both the parties have set and subscribed their respective hands with their Seal in Delhi in the presence of the witness:

NATIONAL COMMISSION FOR WOMEN

Witness : 1

2