

F. No. 37(1)/2013-R&A
Government of India
Ministry of Corporate Affairs
(Research and Analysis Division)

B-1 Wing, 2nd Floor, Paryavaran Bhavan,
CGO Complex, New Delhi-110 003.
Dated: 11.03.2013

To

All Delhi based 'A' Class/ Category 'A' Printers/Publishers approved by Directorate of Printing/Directorate of Advertising and Visual Publicity, Government of India.

Subject: Quotations for Designing and Printing of Monthly Newsletter of the Ministry of Corporate Affairs during 2013-16.

Sir/Madam,

I am directed to say that the Ministry of Corporate Affairs proposes to have its Monthly Newsletters designed and printed, in Hindi and English separately, during the period of three years (i.e., Issues for 36 months starting April, 2013 to March, 2016).

2. There is no specified Tender document. However, you may like to inspect the sample Newsletter designs and copies of Newsletters printed previously from **11:00 hrs to 17:00** hrs on any working day in B-1 wing, 2nd floor, Paryavaran Bhawan, CGO Complex, New Delhi-110003 up to 01.04.2013.

3. The Tender is invited following Two Bids System i.e. Technical and Financial Bids. The both Bids contained in separate two sealed envelopes should be submitted in one sealed cover super-scribed as "**Quotations for Designing and Printing of Monthly Newsletter of the Ministry of Corporate Affairs during 2013-14**". The financial bids of only those bidders who qualify in the technical bids will be considered by the Competent Authority. The sealed tender should reach the undersigned not later than 2:30 P.M of 01.04.2013 which will be opened on the same day i.e. 01.04.2013 at 4:00 P.M in Room No.533, A-Wing, Ministry of Corporate Affairs, Shastri Bhawan, New Delhi-110001 and if the bidder or his representative desires to be present at the time of opening of Quotations, he/she may do so.

4. The Terms & Conditions of the Quotations are at Annexure.

5. A copy of the Tender Advertisement with all relevant details is also available at Ministry's website: www.mca.gov.in.

(K. L. Kaushik)
Joint Director
Telefax: 24368970

Terms and Conditions of the Quotations for Designing and Printing of Monthly Newsletter of the Ministry of Corporate Affairs during 2013-14

- 1.** The contract is for a period of three years, i.e., rates approved would be valid for the entire tenure of the contract (i.e., April, 2013 to March, 2016). However, the Ministry reserves the right to cancel the contract at anytime for reasons of poor workmanship or poor service delivery or any other reason, and a notice issued by registered post by the Ministry would be sufficient to constitute the cancellation/ discontinuation of the contract.
- 2.** The number of copies to be printed each month in each language is usually 350. The number of pages per monthly issue of newsletter is usually four (4), as per sample. All Pages are usually in multi-colour including photographs and images that may be used. The rates are to be quoted for four pages per newsletter and by slabs regarding number of copies. However, the number of pages and/or the number of copies may vary in a given month as per decision of competent authority. Additional pages in a monthly newsletter would be payable pro-rata and additional copies would be governed by rates given for slabs.
- 3.** The Ministry of Corporate Affairs is not bound to accept the lowest Tender or any Tender or to assign any reason for rejection of any or all the Tenders. It reserves to itself the right for accepting the whole or any part of the Tenders. Ministry's decision in the matter shall be final and binding. In case of any conflict between the provisions of this Tender/ Contract and the provisions of General Financial Rules (GFR) issued by the Ministry of Finance, Government of India, the provision in GFR shall prevail, and this Ministry shall not be responsible for any damages or claims on account thereof.
- 4.** Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice his/her Tender. The Tender/rates quoted for the purpose other than the specified herein are liable to be rejected.
- 5.** A sum equal to 5% of the value of work or Rs. 25,000/- (Rupees twenty-five thousand only) whichever is more, will have to be deposited within three days of the approval of Tenders as security for the due performance of the contract. Security can be deposited in the form of Saving Deposit Certificate, Fixed Deposit Receipts or National Savings/Defence Certificates pledged in favour of "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi" under Rule 158 of GFR. This is refundable on satisfactory completion of contract.
- 6.** The submission of Tender will bind the bidder to accept all conditions specified herein and in addition to the conditions of the contract as contained in the Form DGS&D 68 revised and DGS&D 71 as amended up to date. In case of any repugnancy, the conditions specified in DGS&D forms shall be applicable.
- 7.** The arrangements made on the result of this call for Tenders will be in force till the completion of the work or for such shorter period as may be decided by the Ministry of Corporate Affairs, New Delhi. The decision of the Ministry on all these matters shall be final and binding on parties. No regular contract as such will be drawn up as a separate document and the

communication of the acceptance by the Ministry of the Tender of the selected bidder (i.e., Work Order) will constitute a valid contract for the enforcement of the terms and conditions contained in this Tender Notice and the Work Order.

8. The successful bidder will have to furnish his latest Income Tax Clearance Certificate from the Income Tax Department in the prescribed form within a week from the date of acceptance of the job. Failure to comply with this may lead to termination of the agreement.

9. The rates should be mentioned in figures as well as in words exclusive of Taxes, and the taxes payable shall also be indicated separately. Erasing/overwriting should be avoided/duly attested by the bidder. In case the quotation does not specifically state the taxes payable or if nothing is mentioned, it will be assumed that Sales Tax and/or Other Taxes are included in the quotation.

10. The person signing the tender form or any documents forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has the authority to bind such other person of the firm, as the case may be in all matters pertaining to the contract including the arbitration clause.

11. The Newsletter normally has four pages (outer two pages counted as Page 1 and Page 4, and inner two pages counted as Page 2 and Page 3) printed on 225 gsm imported Magmo MATT (Made in Austria) equus coating die-creasing folding cutting 4 + 4 colour using stock designs/customized designs. Occasionally, the Newsletter may have more pages.

12. Printer should have facility of typing/printing in **Mangal** as well as **Kruti Dev 010** font or any other suitable font in Hindi and converting them into page-maker for Hindi version of Monthly Newsletter. The Ministry would make its best efforts to supply the manuscript in soft-copy for both Hindi and English versions. However, type-writing in Hindi (in such font as may be decided by the Ministry) may become necessary at the printer's end. The tender should show the quotation for this activity also separately. The choice of font of manuscript will be decided by the Ministry.

13. The sample proofs/ copies, as and when required, will have to be supplied till finally approved. The printed copies have to be supplied within two working days after final approval of the design.

14. The bidder shall, whenever called upon to do so give full information with regard to the work in hand and shall also permit some/any officer of the Ministry of Corporate Affairs, deputed for the purpose, to inspect the printer's premises at all reasonable times and shall give all assistance and information as may be required by him in connection with the contract.

15. After the work has been completed the bill for the work in duplicate prepared on the basis of the accepted rates be submitted to the Director (R&A), Ministry of Corporate Affairs, for necessary action together with (i) receipted delivery voucher for the supply made, (ii) representative specimen of the work, and (iii) other documents in support of the items charged for in the bill, on monthly basis.

16. The delivery of the articles is to be made to the R&A Division of Ministry of Corporate Affairs, Paryavaran Bhawan, New Delhi, or at any other place in New Delhi as per directions of Director, R & A Division, free of any other charges except those quoted against item No.14 of quotation from within the stipulated date on receipt of the print order.

17. A sum not exceeding 2% of the quoted charges will be deducted from the bill for every day's delay or part thereof in complying with the date of delivery of the printed copies. The entire job will be rejected if the same has not been carried out in accordance with the specific instructions, given from time to time with regard to the quality and style of the printing and the matter.

18. Each quotation must be accompanied by an earnest money of Rs.1,000/- (Rupees One thousand only) in the form of a *Crossed Demand Draft* drawn in favour of "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi". The earnest money is refundable in case the Tender is not approved. The printers submitting their Tenders and empanelled as 'A' Class printer empanelled with Directorate of Printing and/or empanelled as Category 'A' Printer with DAVP should enclose a certified copy of the registration.

19. Soft-copy in MS Word, pdf and pagemaker/other software on which it is designed will have to be provided for the finally approved Monthly Newsletter design, without any extra charge for the same along with the printed copies, for being uploaded on the website of the Ministry. Any delay in providing the CDs would attract a penalty @ Rs. 250/- (Rupees two hundred and fifty only) per day of delay.

(K. L. Kaushik)
Joint Director
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