



UNIVERSITY OF DELHI

DELHI – 110007

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Tel: 011-27666764

Tender ID : 2025 DU 856881 (CPP Portal)

**UNIVERSITY OF DELHI INVITES e-TENDER FOR REGISTRATION OF
OFFSET/DIGITAL PRINTERS FOR:**

**A) PRINTING OF EDUCATIONAL BOOKS AND OTHER ALLIED JOBS WITH
PAPER AND WITHOUT PAPER**

AND

**B) SMALL PRINTING JOBS: POSTERS, INVITATION CARDS, LETTER HEADS,
CERTIFICATES, FLEX BANNERS ETC. WITH/ WITHOUT MATERIAL**

UNIVERSITY OF DELHI
Delhi – 110007

GENERAL BRANCH-II

Room No: 209, 2nd Floor, New Administrative Block,
University of Delhi, Delhi-110007
Telephone : 011-27666764
Email: gb2@admin.du.ac.in

E-PROCUREMENT TENDER NOTICE

University of Delhi invites bids under Single Bid System (Technical) from reputed & eligible agencies through e-Tender for REGISTRATION OF OFFSET/DIGITAL PRINTERS FOR:

Item	Details / Date
EMD	Rs. 50,000/- under category-A Rs. 25,000/- under category-B
Bid Document Download StartsDate & Time	17/04/2025, 09:00 a.m.
Bid Submission Start Date	17/04/2025, 10:00 a.m.
Bid Submission End Date	07/05/2025, 06:00 p.m.
Bid Opening Date	09/05/2025, 10:00 a.m.

Notes:

- (i) All details regarding the subject tender are available on our websites www.du.ac.in-Tender-General Branch and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit said websites regularly to keep themselves updated.
- (ii) **Manual bids shall not be accepted.**
- (iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- (iv) EMD should reach the **Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007 (North Campus)**, before the end date and time of bid submission. Bidder/s, however have to attach scanned copy of EMD documents along with their e-tender and the original hard copy of EMD must reach to General Branch-II within two days after last date of bid submission, failing which the bid shall be summarily rejected.
- (v) Clarifications/ queries, if any, can be addressed to the Section officer (General Branch-II) on telephone no. 011-27666764 and email: gb2@admin.du.ac.in

REGISTRAR

TERMS & CONDITIONS FOR REGISTRATION OF PRINTERS

1. The University of Delhi intends to engage reputed printers experienced in conceptualizing, designing, formatting, printing of documents etc. who have sound back-up for excellent designing, scanning, planning etc. for black & white, multi-color jobs and in bilingual or in any other Indian language for designing, formatting, printing and supply of various jobs in two different categories:-

Category A :

The jobs broadly include designing, formatting, printing & supply of Academic Books, Journals, Magazines, Newsletters, Brochures, Volumes etc.

Category B :

- (a) Small printing jobs including designing, formatting, printing & supply jobs of posters, pamphlets, letter heads on Bond paper, printing on envelopes (of various sizes), visiting cards, greeting cards, files & folders cover printing, printing on t-shirts/ caps/ bags, sticker making, badges printing/ making, ID cards printing, Library Ticket printing, Printing of training certificates/(with wooden frame), Printing of Backdrop/Banners/ Standies on Flex/Canvas with wooden/iron frame with supply including installation & removal of the same from the venue, supply of Aluminium frame pedestal standies with printing and installation, Dias Name plate (Card Board) printing, supply of printed 8"/10" metal plate (with name stickers) mementoes with wooden base, and other allied jobs with paper or without paper and similar other works as per modern facilities and standards available in the industry.

The Size, GSM and quality of paper may vary depending on the requirement of the work which shall be intimated on each work order. For some jobs, paper will be provided by the University and in case the paper is not provided by the University, the required paper shall be arranged by the printers as per the prescription of the University.

2. On some occasions the jobs would be of very urgent nature and the firm/printer would be required to print and supply the respective jobs within 24 hours or less without extra charges.
3. Only quality conscious firms situated in Delhi NCR (preferably within 05 km of North Campus) and ready to undertake jobs for 24x7 may participate.
4. Some of the jobs would require collection of the raw material like paper from University and supply/delivery of the finished products to the designated places as intimated to the printer.
5. For any printing requirements, all the stakeholders of the University shall place the order as per provisioning of GFR Rule 154 & 155 as amended from time to time.
6. **Parties:** The parties to the Contract are the Tendering Firm and the University of Delhi.
7. **The Printers applying under category "A" shall not be eligible to apply in category "B" and vice-versa.**

8. **Eligibility criteria:**

- (a) The company/firm should be in existence for at-least three years (Certificate of Registration /Incorporation should be enclosed).
- (b) The Printer should have at-least three-year experience in successfully handling similar nature of work.

Category-A

- (c) The Printer should have a turnover of at least Rs.25 Lakhs in each financial year i.e. 2021-22, 2022-23, 2023-24.

Category-B

- (d) The Printer should have a turnover of at least Rs.25 Lakhs in average of the total of last three financial years i.e. 2021-22, 2022-23, 2023-24.
- (e) The Printer should have its own printing facility in Delhi NCR region.
- (f) The Firm should be capable of undertaking the entire work and supplying the entire ordered stock to the satisfaction of University of Delhi. No sub contracts of the work either full or part to any other Firm or person would be permissible without the permission of University.
- (g) The Printer should have full-fledged unit of their own for preparation of art work, proof reading, designing, composing, printing, translation in English, Hindi etc.
- (h) If the Printer Firm has different facilities located at different premises, the address of all each premises should be mentioned in the Technical Bid.
- (i) The Printer Firm should have registration with state or local authorities for under taking the profession (Copies of all such registrations to be enclosed).
- (j) Copy of GST, Sales/ Service Tax Registration (TIN No.) and PAN Number must be enclosed.
- (k) The Printer Firm applying for registration should furnish all the particulars as per Appendix A.
- (l) The applicant Firm must be an **Income Tax Assesse**, having filed returns in the last three assessment years. (attach certified copies of return filed during the last three years).
- (m) The Printer Firm should not have been placed in defaulter category or blacklisted by any Central/ State Govt. department, PSU, Autonomous Body.
- (n) University reserves the right to amend, modify, add or delete, accept or reject in part or full, one or all conditions mentioned above without assigning any reason thereof.

09. Scope of work:

The registration of printers shall be valid for 03 (three) years which may be extended for further period of 02 (two) years on annual extension basis subject to the satisfactory performance and approval of the Competent Authority of the University.

Agency should not have been blacklisted by any Central/ State Government/ Public Sector Undertaking Govt. of India.

The performance of the printing agencies will, however, be reviewed at the end of first year and in case of unsatisfactory performance, the empanelment is liable to be terminated. The empanelment may also be terminated by either party by giving not less than one month's notice to the other party.

Category-A : The jobs broadly include designing, formatting, printing & supply of in-house books, magazines, newsletters, brochures, volumes etc.

Category-B : The jobs include designing, formatting, printing & supply jobs broadly includes printing of posters, pamphlets, letter heads on Bond paper, printing on envelopes (of various sizes), visiting cards, greeting cards, files & folders cover printing, printing on bags, sticker making, badges making, ID cards printing, Library Ticket printing, Printing of training certificates/(with wooden frame), Printing of Backdrop/Banners/Standies on Flex/Canvas, with wooden/iron frame with supply including installation and removal of the same from the Venue, supply of Aluminium frame pedestal standies with printing and installation, Dias Name plate (Card Board) printing, supply of printed 8"/10" metal plate (with name stickers) mementoes with wooden base, and other allied jobs with paper or without paper and similar other works as per modern facilities and standards available in the industry

10. No proposal will be entertained/received after the prescribed due date and time.

11. Validity: The bid/quotes shall be valid for a period of 180 days from the date of opening of the tender.

12. The Firms are advised to study the tender document carefully before submitting the bid. It will be presumed that the prospective Agencies/Firms have considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Bids must be unconditional.

13. Any inquiry after submission of the tender will not be entertained.

14. Performance Security Deposit: All the registered printers would be required to furnish a Security Deposit of ₹50,000/- (₹ Fifty Thousand only under category-A reservation) and ₹25,000/- (₹ Twenty Five Thousand only under category-B reservation) and in the form of FDR/Bank Guarantee from any Scheduled Bank in favour of "The Registrar, University of Delhi" payable at Delhi, valid for at least 42 months. University of Delhi reserves the right to ask for Performance Guarantee extension if contractual obligations are not fulfilled. The University reserves the right to reject any application without assigning any reason. The performance security will be forfeited in the event of a breach of contract by the vendor agency in terms of the relevant contract.

15. Criterion for Evaluation of Tenders: The evaluation of the tenders will be made first on the

basis of technical information furnished in form given at Appendix-A and then on the basis of inspection of the facilities/ place of work of the Printer by a Tender Evaluation Committee, if required. Any inferences drawn by the tenderers or their representatives during the opening of the bids will be their own view and University of Delhi will not be responsible/required to abide by the same.

16. Right of Acceptance and Other Provisions:

- (a) University of Delhi reserves the right to reject/ cancel any or all the tenders at any time, including of those bidders who fail to comply with the instructions without assigning any reason whatsoever. University of Delhi also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest. The decision of University of Delhi in this regard shall be final and binding.
- (b) Any failure on the part of the bidder to observe the prescribed procedure will prejudice the Firm's quotation.
- (c) University of Delhi reserves the right to relax/ amend/ withdraw any of the terms and conditions as contained in the tender documents without assigning any reason, thereof. Bidders must regularly check the CPP portal and University website for any corrigendum or updates.

- 17. Successful bidders will have to sign a contract agreement with University of Delhi in form of **Appendix D**.
- 18. Additional/ modified/ revised terms & conditions can also be made applicable to the registered Printers including those who are being awarded any job/ work by the university of Delhi at any stage, based on requirements of the University, if felt necessary.
- 19. University of Delhi reserves the right to keep or remove any Firm as University registered printers for designing and printing jobs etc. for any administrative reason or as the case may be.
- 20. The acceptance of the price/ commercial bids rests with University of Delhi. However, the Competent Authority reserves the right to accept or reject any tender (including the L1 bidder) without any reason thereof.

21. Penalty:

In the event of the Firm failing to (i) Observe or perform any of the conditions of the work order as set out herein; or (ii) Execute the order to the satisfaction of University of Delhi or by the time fixed by University of Delhi:

- (a) It shall be lawful for University of Delhi, in its discretion, in the former event to remove or with hold any part of the order, until such times as it may be satisfied that Firm is able to do and will duly observe the said conditions and in the later event to reject or remove, as the case may require any order executed otherwise than in a good condition and to the

satisfaction of University of Delhi in terms of design, quality of paper, printing and binding work etc. and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the orders or removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the Firm.

- (b) Provided further that if in the event any excess cost be incurred by the University Delhi by reason of the difference between the prices paid and the accepted rates, University of Delhi may charge the amount of such excess cost to the Printer and the same may at any time thereafter be deducted from any amount that may become due to the Firm under this or any other contract, or may be demanded from the Firm to be paid within fourteen days to the credit of the University of Delhi.
- (c) If the vendor fails to deliver any or all of the work within the stipulated time frame(s) incorporated in the contract, University of Delhi shall, **without prejudice to other rights and remedies available to it under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2.50% per week of delay or part thereof on delayed supply of work until actual delivery or performance, subject to a maximum of 15% of the contract price.** Once the maximum is reached, University of Delhi will cancel the supply order and may remove the Printer from the registered list.

In the event of work being wholly rejected, University of Delhi may at its discretion may either:

(i) Permit the Firm/vendor to-do the job again within such time as it may specify, at Firm's own cost;
or

(ii) The University will arrange to get the work/ additional work done elsewhere and by any other person or from any source other than the Firm/vendor and the amount of extra cost, if any, shall be recovered from the Printer in the manner provided in sub-clause(b) of this clause.

(iii) The Work shall be executed as per the direction and to the satisfaction of the University. If the deliverables are not found to be of good quality, University will have the right to make suitable deductions from the payable amount or reject the printing material without payment bill to the vendor on its sole discretion, in addition to other remedies including claiming of damages. The decision of University in this regard will be final.

22. Any Firm, if having any dispute with University of Delhi, will not be considered for any further job/ work order till settlement of such dispute. In case of a dispute, the decision of the Competent Authority of University of Delhi would be final and binding.
23. The Printer shall accept all the designing and printing jobs as and when assigned.
24. The quantity/ quality of paper required for printing will be arranged by the Printer or as provided by the University. The quality of paper used for the work will be the same as attached

with the price bid and approved by University of Delhi.

25. Printer shall submit first, second, third-proof and final pre-print copy of job for approval to the University of Delhi before undertaking the job for final printing.
26. In the event of delivery of any defective works/ materials, University of Delhi shall have the power to deduct such suitable sum as penalty from any payment due to the Printer as per the penalty clause of the tender document.
27. Rejected material, if any, has to be taken back and destroyed within one week from the University, at Printer's expense.
28. All documents submitted (including manuscript, art-work, photographs, CDs/ DVDs etc. or any other matters or material in this context) by University of Delhi should be treated as confidential. Any use of these documents for private or public use by the Printer is not permitted. It will be responsibility of the Printer to return all material stated above, after completion of the job, failing which the costs of such items will be recovered from the Printer.
29. The bulk stock received from the Printer will be physically verified, randomly, by the internal committee in respect of its quality of production and the quality of paper used. Any shortcomings at this stage, if noticed, will be examined and the Competent Authority, University of Delhi will decide whether to accept the stock with suitable penalty to compensate the loss or to reject the whole stock. In case of rejection of any stock due to bad printing or any such serious lapse resulting in rejection, then, the whole work has to be reprinted at the own cost of the Printer. The decision of the Competent Authority, University of Delhi in this regard will be final.
30. No advance would be paid to the Printer for execution of the order. However, the payment would be released only through NEFT/ RTGS/PFMS transfer after successful delivery of order and receipt of bills.
31. Notice inviting price bids for the printing job shall be sent/ informed to the Registered Printers through e-mail/telephone/by-hand in addition to speed post /registered post/ courier etc. as per GFR rules.
32. **Right to Call upon Information Regarding Status of work:** University of Delhi has the right to call upon information regarding status of work at any point of time.
33. **Force Majeure:**

The term "Force Majeure" as employed herein shall mean and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Printer and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure. Rules and Regulations of respective Government of the two parties

namely University and the bidder, directly affecting the performance of the contract.

In the event of either party being rendered unable by Force Majeure to perform any obligation required in the performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which cause lasts. Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such clause lasts.

If deliveries are suspended by force majeure conditions lasting for more than 30 days, the University shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

34. Arbitration:

- a. Any dispute or difference whatsoever arising between the parties, except where otherwise provided in the Agreement, all the questions and disputes relating to meaning, terms and conditions herein before mutually agreed to by the parties and the failure on part of any of the party to perform the same, whether arising during the existence of this agreement or after termination/ cancellation shall be referred to the sole arbitration of the person mutually appointed by the parties and subject to the said Arbitrator fulfilling the stipulations laid down in Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the “Act”) applicable as per amendment made to the Act from time to time. The arbitration shall be subject to/ governed by Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- b. The Arbitrator may give interim award(s) and/ or directions, as may be required.
- c. Any dispute arising out of this contract shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law. The language of such proceedings will be English.

35. Copy Right:

“Intellectual Property Rights” (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);

IPR Rights:

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the University of Delhi under this Contract shall become and remain the property of the University and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the University's prior written consent. The Printer shall, not later than upon termination or expiration of this Contract, deliver

all such documents and software to the University, together with a detailed inventory thereof. The Printer may retain a copy of such documents and software but shall not use it for commercial purposes.

Confidentiality:

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the University to the Printer in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the University and shall, without the prior written consent of University neither be divulged by the Printer to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the University, all copies of all such information in original shall be returned on completion of the Servicer Providers performance and obligations under this contract.

Technical & Financial Details of the Firm

1. Name & Postal address of Agency:

(a) Office Address:

(b) Printing Press
Address :

i)

ii)

(c) Other Details:

Telephones Nos:

Mobile Nos.:

E-mail:

Website:

2. Name & address of all the Owners/Partners/Directors:

(a) Owner/CEO/MD/Partner/Director Name & Address:

(b) Co-Owner/Co-Partner/other Directors, if any, Name & Address:

3. If Registered, Regn No with validity of registration with appropriate authority:

4. Whether the Firm is a:

(a) Private Company established under Companies Act 1956-Yes/No

(b) Firm established under Indian Partnership Act 1932 -Yes/No

(c) Proprietary Concern -Yes/No

(Attach proof of the same)

5. Registration No.:

6. TIN/VAT/GST No.:

7. PAN No. of the Firm:

8. Bank Detail: A/c No., Branch, IFSC Code etc.

9. Details of Bankers with address:

10. Details of the turnover for the last three financially years **(indicate year-wise)**:

- (i) .
- (ii) .
- (iii) .

11. List of 3 reputed clients with at least one client belonging to GOI/State Govt. Dept./PSUs with telephone No.(Attach copies of work orders):

- (i) .
- (ii) .
- (iii) .

12. Has your organization been placed in defaulter/blacklisted category by any Govt. Department during the last 03 years? If not, please submit a self-attested certificate to this effect.

13. In case of any false declaration submitted by myself, the University has the right to cancel the contract at any given point of time.

Signature of the Proprietor/Authorized Signatory
Rubber Seal indicating complete address

Place:

Date:

Appendix-B

List of Documents/Certificates to be attached:

1. Copy of License/Registration certificate.
2. Certificate in support of the details filled in the Para 4 of Appendix-A.
3. A FDR/BG of Rs. 25,000/- (Rupees Twenty thousand only) **(under category-B reservation)** and Rs. 50,000/- (Rupees Fifty thousand only) **(under category-A reservation)** in favor of “The Registrar, University of Delhi” payable at Delhi towards Performance Bank Guarantee (Refundable without interest).
4. Copy of Audited Balance Sheet and/or Auditor’s Certificate for the last three financial years 2021-22, 2022-23, 2023-24.
5. Copies of work orders of three reputed clients.
6. Copy of Service/Sales Tax Registration Number.
7. Copy of PAN Number.
8. Copy of TIN/VAT/GST Registration Number.
9. Copy of IT Return filed during the last three financial years.
10. Self-attested certificate that your organization has not been placed in defaulter/Blacklisted category by any central/state Govt. Department (Appendix-C).
11. **The Printer is required to apply in one category only either for Category ‘A’ or Category ‘B’ on its letter head.**

UNDERTAKING

It is certified that my Firm/ Agency/ Company has never been **black listed/ placed in defaulter category** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government and no criminal case is pending against the said Firm/agency during the last 03 years as on _____ (date)

_____.

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/agency _____ Seal
of the Firm/Agency _____

Place:

Date: _____

(Stamp paper of requisite amount)

AGREEMENT

This AGREEMENT made on this the _____ day of _____ 2025 between the University of Delhi, Delhi-110007 (*hereinafter referred to as **University***) through its Registrar (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrator, authorized representatives and assigns) having its registered/principal office at Vice-Regal Lodge, North Campus, University of Delhi, Delhi-110007 on the **ONE PART**, .

AND

M/s _____ at _____ (hereinafter referred to as _____ Firm/ Agency/ Company/ Contractor/Sole Proprietorship) through Shri, _____ the authorized representative (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors, executors, administrator, authorized representatives and assigns) having its registered/ principal office at _____ on the **OTHER PART** for a period of _____ years and terms & conditions as agreed hereunder.

The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:-

- (a) Letter of acceptance of award of contract;
- (b) Terms and Conditions;
- (c) Notice Inviting Tender;
- (d) Bill of Quantities;
- (e) Scope of work;
- (f) Addendums, if any;
- (g) Any other documents forming part of the contract and conditions of tender documents.

WHEREAS, University of Delhi in the course of its activities, award contracts to Printers for undertaking printing jobs and assignments in connection with the activities undertaken by University of Delhi.

WHEREAS, the Printer (*NAME OF PRINTER/ VENDOR*) has been selected/ approved for award of contract, for printing and allied works, herein after referred to as the "**Contract**", for a period of _____ months/ years in accordance with letter No. _____ dated _____.

WHEREAS the Printer and University of Delhi desire to define their respective rights and obligations with respect to the Contract and its execution.

1.1 DEFINITIONS:

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 “CONFIDENTIAL INFORMATION” shall have the meaning set forth in Clause 14.
- 1.1.2 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.3 “INTELLECTUAL PROPERTY RIGHTS” shall mean, All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the University of Delhi under this Contract shall become and remain the property of the University and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the University’s prior written consent. The Printer shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the University, together with a detailed inventory thereof. The Printer may retain a copy of such documents and software but shall not use it for commercial purposes.
- 1.1.4 “TENDER” means the subsequent request for quotation to be floated by the University of Delhi amongst the empaneled vendors for any printing service requirement for the University alongwith its enclosures/ addendum”.
- 1.1.5 ‘SERVICES’ means all services, scope of work and deliverables to be provided by a Bidder as described in the TENDER/ in subsequent WORK ORDER issued in pursuant to this TENDER.

1.2 INTERPRETATION:

- 1.2.1 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.2 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.3 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

- 1.2.4 The terms not defined in this agreement shall be given the same meaning as given to them in the TENDER. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 COMMENCEMENT, TERM & CHANGE IN TERMS

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).
- 1.3.2 This Agreement shall be in force for a period of three years from Effective Date, unless terminated by the University by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 The University shall have the right at its discretion to renew this Agreement in writing, for a further term of one year on the mutually agreed terms & conditions.

2. Now therefore, in view of the foregoing premises and in consideration of the mutual covenants, University of Delhi and the Printer/ Printer hereby agree as follows:-

- 2.1.1 The Printer has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____, which shall hold good during period of this agreement and any further extensions (*Unless otherwise agreed in writing*) all documents comprising the tender documents and addendum thereto.

3. SCOPE OF WORK: (*strike out as per applicable clause in conformity with work order as per category*)

- 3.1.1 Category-A : The jobs broadly include designing, formatting, printing & supply of in-house books, magazines, newsletters, brochures, volumes etc.

Category-B : The jobs include designing, formatting, printing & supply jobs broadly includes printing of posters, pamphlets, letter heads on Bond paper, printing on envelopes (of various sizes), visiting cards, greeting cards, files & folders cover printing, printing on bags, sticker making, badges making, ID cards printing, Library Ticket printing, Printing of training certificates/(with wooden frame), Printing of Backdrop/Banners/Standies on Flex/Canvas, with wooden/iron frame with supply including installation and removal of the same from the Venue, supply of Aluminum frame pedestal standies with printing and installation, Dias Name plate (Card Board) printing, supply of printed 8"/10" metal plate (with name stickers) mementoes with wooden base, and other allied jobs with paper or without paper and similar other works as per modern facilities and standards available in the industry

- 3.1.2 The printing agency will be responsible for the timely collection of all the material related to the work and adhere to the timeline of the work provided.
- 3.1.3 The printing agency should be able to deliver on Saturday/ Sunday and even holidays where the University may require the services on urgent basis.

- 3.1.4 The quality of printing and the paper used should be of high quality and the printer is required to seek approval for the same before starting the work.
- 3.1.5 The printing agency shall ensure that all printing work on behalf of University have the prior written approval of the officer or officers so authorized by the University. In case of emergency, if the printer has to undertake any work on verbal instructions, a letter of confirmation will have to be obtained by the printer at the earliest to avoid disputes.
- 3.1.6 Above list is only indicative and expands to any other work under the respective TENDER that relates printing. Empaneled agencies must undertake and deliver any printing related aspect that University may require.

4. REPRESENTATIONS & WARRANTIES

4.1 Each of the Parties represents and warrants in relation to itself to the other that:

- 4.1.1 It has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable process to do so.
- 4.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement. 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5. Additional Representation and Warranties by Printer

- 5.1 Printer shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2 Printer has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the University.
- 5.3 Printer shall duly intimate to the University immediately, the changes, if any in writing in the constitution of Printer.

- 5.4 Printer warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Printer to the University do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.5 Printer shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Printer in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Printer unless such person is found to be suitable in such verification and Printer shall retain the records of such verification and shall produce the same to the University as and when requested.
- 5.6 Printer warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the University shall have no liability in this regard.

6. INDEMNITY

- 6.1 Printer agrees and hereby keeps the University indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the University may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Printer. Printer agrees to make good the loss suffered by the University.
- 6.2 Printer hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The University shall report as far as possible all material defects to Printer without undue delay. Printer also undertakes to co-operate with other Printers thereby ensuring expected performance covered under scope of work.

7. TRANSITION REQUIREMENT

- 7.1 In the event of failure of Printer to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the University at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the University shall give prior notice to the existing Printer. The existing Printer shall continue to provide services as per the terms of the Agreement until a 'New Printer' completely takes over the work. During the transition phase, the existing Printer shall render all reasonable assistances to the new Printer within such period prescribed by the University, at no extra cost to the University, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the University or New Printer beyond the term of this Agreement, reasons for which are not attributable to Printer, payment shall be made to Printer for such additional period on the same rates and payment terms as specified in this Agreement.

8. REALTIONSHIP BETWEEN PARTIES:

- 8.1 It is specifically agreed that Printer shall act as independent Printer and shall not be deemed to be the Agent of the University except in respect of the transactions/ services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 8.2 Neither Printer nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the University.
- 8.3 None of the employees, representatives or agents of Printer shall be entitled to claim any absorption or any other claim or benefit against the University.
- 8.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 8.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the University (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.
- 8.7 Upon breach by the Printer of any of the conditions of the agreement, the University of Delhi may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the University of Delhi to claim damages for antecedent breaches thereof on part of the Printer and also to reasonable compensation for the loss occasioned by failure of the Printer to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Printer to the University of Delhi.
- 8.8 Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Printer but without interest and after deducting there from any sum due by the Printer to the Government under the terms and conditions of this agreement.

9. INTELLECTUAL PROPERTY RIGHTS:

- 9.1 (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
- 9.2 All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the University of Delhi under this Contract shall become and remain the property of the University and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the University's prior written consent. The Printer shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the

University, together with a detailed inventory thereof. The Printer may retain a copy of such documents and software but shall not use it for commercial purposes.

10. CONFIDENTIALITY:

10.1 All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the University to the Printer in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the University and shall, without the prior written consent of University neither be divulged by the Printer to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the University, all copies of all such information in original shall be returned on completion of the Servicer Providers performance and obligations under this contract.

10.2 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

10.2.1 Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.

10.2.2 Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.

10.2.3 Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

10.2.4 Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

10.2.5 Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

11. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this Agreement shall be valid unless the same is made in writing and signed by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

12. COMMENCEMENT & TERMINATION

12.1 The Agreement shall be effective from the date of acceptance of the offer as

shown in the letter of acceptance of offer and award of work issued to PRINTER and shall remain in force for a period of 36 months from the said date.

- 12.2 This agreement shall remain in force until the expiry of 36 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month notice in writing without compensating the Printer.
- 12.3 The Agreement shall be deemed to expire on completion of the period, as agreed to in the said agreement unless extended by both the parties on mutually agreed terms and conditions.
- 12.4 During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [one month] notice in writing to the defaulting party. Failure, of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.
- 12.5 In the event of the termination of the Agreement Printer shall be liable and responsible to return to the University all records, documents, data and information including Confidential Information pertains to or relating to the University in its possession.
- 12.2 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

13. DISPUTE SETTLEMENT/ ARBITRATION:

- 13.1 Any dispute or difference whatsoever arising between the parties, except where otherwise provided in the Agreement, all the questions and disputes relating to meaning, terms and conditions herein before mutually agreed to by the parties and the failure on part of any of the party to perform the same, whether arising during the existence of this agreement or after termination/ cancellation shall be referred to the sole arbitration of the person mutually appointed by the parties and subject to the said Arbitrator fulfilling the stipulations laid down in Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Act") applicable as per amendment made to the Act from time to time. The arbitration shall be subject to/ governed by Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

13.2 The Arbitrator may give interim award(s) and/ or directions, as may be required.

14. FORCE MAJEURE:

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the *force majeure* or events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the *force-majeure* conditions continue beyond six months, the parties shall then mutually decide about the future course of action. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

15. GOVERNING LAWS / JURISDICTION:

Any dispute arising out of this contract shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law. The language of such proceedings will be English.

16. NOTICES:

16.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

16.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

16.3 The addresses for Communications to the Parties are as under.

16.3.1 In the case of the University of Delhi

The Registrar.
Vice-Regal Lodge,
University of Delhi,
North Campus,
Delhi-110007

16.3.2 In the case of the Printer

16.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

IN WITNESS WHERE OF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

For and on behalf of the PRINTER

For and on behalf of UNIVERSITY

Signature of the Authorized Official

Signature of the Authorized Officer

Name of the Official

Stamp/Seal of the Licensee

By the said

Name _____

Name of the Officer

Stamp/Seal of the Authorized Signatory

By the said

Name _____

on behalf of the PRINTER in the
presence of:

on behalf of the UNIVERSITY in the
the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No: _____

Details of the paper mills:-

- 12.1 JK Paper Mills
- 12.2 Century Pulp and Paper
- 12.3 Ballarpur Industries Limited
- 12.4 Sirpur Paper Mills Limited
- 12.5 Setia Industries Limited
- 12.6 Shriyans Industries Limited
- 12.7 Khanna Paper Mills Limited
- 12.8 Hindustan Paper Corporation Limited (HPC)