NOTICE INVITING TENDER

Govt. of India

<u>EMPLOYMENT NEWS</u>
(PUBLICATIONS DIVISION)

Ministry of Information & Broadcasting 7th Floor, Soochna Bhawan, C.G.O Complex, Lodhi Road, New Delhi – 110 003

SUBJECT: TENDER FOR ANNUAL CONTRACT FOR PRINTING OF EMPLOYMENT NEWS

"Employment News" a prestigious time-bound weekly tabloid size Journal in English, Hindi and Urdu languages, with a combined circulation of about 1.30 lakh copies, published by Publication's Division, Ministry of Information & Broadcasting, invites Tenders under Two Bid System from web-offset printers located within 100 Kms from the office of Employment News, Soochna Bhawan, Lodhi Road, New Delhi, who can typeset, final designing and print on specified newsprint paper from their stock and delivers the copies duly packed in bundles, as per the given time schedule every week under Annual Rate-Contract basis.

The successful tenderer/printer will have to install their typesetting unit with adequate number of composing and related equipments like computers for simultaneously typesetting/final designing in all three languages with adequate number of capable manpower, laser printers in A-3/A-4 size, scanners, power back-up etc. in this office at 7th Floor, Soochna Bhawan, C.G.O Complex, Lodi Road, New Delhi – 110003, within 10 working days of intimation of assigning the job, so that they are able to complete all required work of typesetting/ designing of all three editions in time.

Each language issue generally carries 24 to 64 pages. However, some issues may go up to 96 or more pages. The standard open size of the journal will be 41 x 54.6 cms. folded to 27.3 x 41 cms. with a print area of 25 x 38 cms. Printers who have in-house CTP section and able to print a minimum of 32 pages simultaneously of the above cut-off size and equipped with generators having sufficient capacity to run the printing and all other related machines in case of power failures. The Printer should also have sufficient covered space to store about 100 metric tons of newsprint reels, and around 80,000 printed copies.

Capability and suitability of the printer will be assessed by a Committee after opening of the 'Technical Bid' and inspection of printing press. The Financial Bids of only technically qualified printers will be opened. Tenders can be downloaded from any of these websites: www.publicationsdivision.nic.in, www.employmentnews.gov.in & www.eprocure.gov.in. The tenders must be submitted along with the tender processing fee of Rs. 2000/- (non-refundable) in the form of Banker Cheque or Demand Draft drawn in favour of Employment News, M/o I&B, Govt. of India, New Delhi.

Interested printers may send their sealed tenders giving complete details as required in tender document.

Last Date & Time of receipt of tenders in this office : 03.00 PM on 19/12/2018 Time and date of opening Technical Bid in this office : 03.30 PM on 19/12/2018

SEALED TENDERS SHOULD BE SENT AT THE FOLLOWING ADDRESS:

Dy. Director (Administration) EMPLOYMENT NEWS

Room no.778, 7th Floor, Soochna Bhawan, C.G.O Complex, Lodhi Road,

New Delhi – 110 003<u>.</u> Phone No. : 011- 24369424

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Government of India EMPLOYMENT NEWS (PUBLICATIONS DIVISION)

Ministry of Information & Broadcasting 7th Floor, Soochna Bhawan, C.G.O Complex, Lodhi Road, New Delhi - 110 003

TENDER FOR PRINTING OF EMPLOYMENT NEWS

Tender Processing Fee	Rs. 2000/- (non-refundable)	
Tender Number and Date	EN-52011/2/2018-19/Prod. Dated 27/11/2018	
Last date & Time for submission of tender	3.00 P.M. on 19/12/2018	
Date, Time & Venue of Opening of Technical bid	3.30 P.M. on 19/12/2018 Conference Hall, Room no. 775, 7 th floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003	

Contract Validity: One year (extendable by one or more years) The Tender shall remain valid up to 90 days from the date of opening of Technical Bid

Two bid system- The tender is issued under a two bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial bid will be intimated after evaluation and acceptance of technical bids by the committee of Employment News. Financial bids of only those firms will be opened whose technical bid is found compliant/suitable after technical evaluation/physical verification of printing machine etc. is done by this office.

Tenderers are requested to submit their offer in two parts, namely Technical bid and Financial bid in the following manner:-

- (i) Both the Technical and Financial bids should be kept in two envelops and sealed separately along with the specified enclosures.
- (ii) Both sealed envelopes should be marked as 'TECHNICAL BID' or 'FINANCIAL BID', as the case may be. The financial bid cover should contain the Rate Offer (Part-V) only. The technical bid cover should contain all the items listed in check list at page no.8 of this tender. Each sealed envelope should be superscribed with Tender for 'Printing of Employment News - Tender No. EN-52011/2/2018-19/Prod' with tender opening date 19.12.2018.
- (iii) The said two sealed envelopes should be kept in one bigger envelope, duly sealed, which should also be super-scribed as "Printing of Employment News- Tender No. EN-52011/2/2018-19/Prod. with tender opening date 19.12.2018".
- (iv) This bigger sealed envelope containing the sealed 'Technical' and 'Financial' bids should be submitted to the following address on or before the specified last date and time of receipt of tender. The sealed Bids should be deposited/reached by the due date and time and responsibility to ensure this lies with the Bidder. Tenders received after the last date and time will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. The sealed Bid will have to be dropped in the Tender Box, kept in the room of the Dy. Director (Admin), Employment News, Room. No.778, 7th Floor, Soochna Bhawan, C.G.O. Complex, Lodhi Road, New Delhi-110003 (phone No. 011- 24369424). Bidders may depute their representatives to attend the opening of technical Bids on the due date and time.
- (v) Name/Designation, contact no. and e-mail ID of contact person: Shri Somvir Singh, Dy. Director (Admin.), 011-24369424, e-mail production.employmentnews@gmail.gov.in
- (vi) Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the publisher prior to deadline prescribed for submission of bids.

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- (vii) A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach in this office not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- (viii) The Technical Bids will be opened in the Conference Hall, Room no. 775, 7th floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003
- (ix) Rejection of Bids: Conditional or vague tenders will not be acceptable.
- (x) <u>Tender Processing Fee:</u> Bidders are required to submit tender processing fees for an amount of Rs.2000/(Two thousand only) along with their bids. The tender processing fee may be submitted in form of an Account Payee Demand Draft/ Banker's Cheque in favour of Employment News, M/o I&B, Govt. of India, New Delhi. This Fee is non-refundable.
- Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 12 Lakh (Twelve Lakh only) along with their bids. The EMD may be submitted in the form of an Demand Draft, Banker's Cheque in favour of Employment News, M/o I&B, Govt. of India New Delhi or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of Ninety days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.
- (xii) 'Financial Bids' will be opened at a later date, which will be duly intimated to the tenderers whose 'Technical Bid' are found acceptable.
- (xiii) Agreement: The successful tenderer will have to sign an Agreement for Rate-Contract within 15 days of issue of the rate acceptance letter by this office.
- (xiv) Performance Guarantee: The Bidder will be required to furnish a Performance Security deposit by way of Bank Guarantee/ Demand Draft/ Fixed Deposit through a Commercial bank authorized to conduct government business for a sum of Rupees 50 lakh (Fifty Lakh only) within 30 days after signing of the agreement.
- (xv) <u>Pre-Integrity Pact Clause:</u> An "Integrity Pact" would be signed between the Publisher & successful bidder, as per Annexure –II.

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(PART-II) TENDER SPECIFICATIONS

- 1. DESCRIPTION OF WORK: Printing of Employment News/Rozgar Samachar, a weekly tabloid size journal ranging from 24 to 64 pages each in English, Hindi and Urdu languages. However, some issues may have 96 or more pages. (Specimen of the journals can be seen on any working day in this office). The term 'printing' includes cost of specified newsprint paper, typesetting, first proof reading, designing, processing, printing on specified Newsprint paper, folding and bundling etc. In case of any issue is printed more than one part, the printer will have to supply the copies in single unit after proper insertion. Printer will have to provide all the pages of each issue in a CD/DVD in PDF/web page format or any other mode as desired by this office, separately of all three Hindi, English & Urdu languages, immediately after the approval of final pages for printing to up-load the e-version of Employment News/Rozgar Samachar on the website.
- 2. PAGE SIZE AND PRINT AREA: The Standard open size of the journal will be 41 cm X 54.6 cms. (Approx) folded to 27.3 cms X 41 cms (Approx). The print area will be 25 cm X 38 cms. (approx.)
- 3. PRINTING INK/ COLOUR: All four pages of cover will be printed in 4 process colours. Remaining inner pages will be printed in single colour (Black). Standard best quality high-speed cold-set printing ink will have to be used to avoid set-offs, rubbing etc. Uniformity and consistency of colour will have to be ensured so that ink marks do not come on fingers, when the journal is hold for reading/handling and this consistency has to be ensured in all copies
- 4. PROCESS OF PRINTING: Web offset.
- 5. QUANTITY: The existing weekly print order for all three languages is as follows:

English :

1.10 Lakh Copies (Approximately)

Hindi Urdu

20,000 Copies (Approximately) 200 to 600 Copies (Approximately)

Total

1,30,000 copies (Approximately)

However, this quantity and number of pages may vary from issue to issue.

6. <u>Printing Schedule</u>: Input materials may be supplied by the editor in 4 to 6 batches. The flow of text manuscripts including photographs, drawings etc. shall commence about 15 days before the scheduled release date. The printer shall be required to compose text immediately and supply the proofs immediately on receipt of materials so as to complete the final pages within given time schedule. Printing should start immediately upon approval of final pages and supply of printed copies should be done @ 80,000 copies per day irrespective of the number of pages.

The detailed schedule of supply and receipt of input materials, proofs, copies etc. may be drawn at the time of finalizing of contract / agreement.

7. <u>Data Security:</u> The printer will have to ensure the security of DATA and will be wholly responsible and liable for leakage of data till the soft copy of complete issue is provided for e-version.

8. Terms of Delivery:

- (a) Outstation copies: The printed copies will be lifted from the press premises through trucks by publisher's authorized Dispatch Contractor from a convenient and covered point at Ground Level. The printed copies will have to be securely packed generally in bundles of 50 to 100 copies as per requirement of number of pages per issue as per weekly instructions from this office. A minimum of 80,000 copies as per requirement will have to be handed over each day.
- (b) Local Dispatch: The printer will have to pack about 36,000 copies (may vary issue to issue) per issue in all three languages in packets of 50 to 100 copies each duly packed in good quality transparent thick polythene bags for local agents.

If required, printer may be asked to dispatch copies to local Agents/office at about 4 to 5 destinations in Delhi/NCR through their own transport as per instruction. In such case the dispatch cost (including all local charges/Octroi/Toll/Green tax etc) may be quoted separately as per Financial Bid proforma.

9. The Validity of Contract:

a) The contract will remain valid for a period of 1 (one) year from the date of award of the contract. However, it may be extended further for one or more years on mutual agreement on same rates, terms and conditions subject to satisfactory performance of the printer.

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b) No enhancement of rates shall be permissible on any account, during the tenancy of the contract period and its extensions if any. However in case of any revision made by the Govt. on account of GST, the difference will be paid/recovered accordingly.

10. Technical requirements for printing of Employment News / Rozgar Samachar:

- The composing/ type-setting unit of the printer for all 3 languages along with required staff will have to be set-up within this office. Adequate space/ furniture/ electricity/ broadband internet facility will be provided by this office free of charges. Printer may also make an outside arrangement for the typesetting/ Ist proof reading in Urdu language, if required for smooth functioning and timely completion of task. Printer will be fully responsible for providing final pages/ proofs for approval of the editor and payment etc.
- b) Printer's staff will have to do the first reading and corrections thereof in this office, before proofs are supplied to our Editor/proof-readers. Paper required for proofs will be supplied by Employment News. Minimum two to three (Bilingual) proof readers for Hindi/English (as per requirement) for first proof reading will have to be provided by the printer in order to complete the work within the specified time schedule irrespective of number of pages.
- c) The press should have web offset machine which is capable to print a minimum of 32 pages simultaneously and must be in a position to deliver minimum of 80,000 copies in a day in order to complete the supply of printed copies within specified time as per schedule.
- d) The press must have sufficient storage space to keep the newsprint reels and at least one lacs printed copies in a safe and secured manner with protection from fire and rain etc.
- The press should be situated within about 100 Kms of the office of Employment News at 7th Floor. Soochna Bhawan, C.G.O Complex, Lodhi Road, New Delhi - 110003.
- The Press should have a minimum experience of 2 years for similar jobs.
- g) The tenderers are liable for inspection of their presses by a Committee as well as verification of the documents submitted by them with their respective originals before opening of financial bids.
- The Printer will be required to dedicate a minimum of 10 to 12 DTP Machines/operators for all three language edition on the basis of the number of pages in each issue of the journal with latest computer terminals and required original software's/ anti-virus etc., 2 laser printers of A-3 & A-4 sizes, one high resolution scanner along with experienced and dedicated operators/ staff for typesetting and pagedesigning in desired size of all 3 language editions, in office of Employment News at 7th Floor, Soochna Bhawan, C.G.O Complex, Lodhi Road, New Delhi - 110003. However, typesetting in Urdu language may be done through out-side arrangement for smooth functioning and timely completion of work for which entire responsibility will be on printer only.
- The printer shall have to make arrangements to collect/ deliver the final materials for printing from the office of Employment News, 7th Floor, Soochna Bhawan, C.G.O Complex, Lodhi Road, New Delhi -110003 at the printer's cost.
- The printer will have to make adequate alternate power backup arrangements in the press as well as for their typesetting unit in the office of Employment News at 7th Floor, Soochna Bhawan, C.G.O. Complex, Lodhi Road, New Delhi - 110003 to avoid any delay in type-setting/page making etc. in case of power-cuts.

11. Essential Conditions:

- a) The tenderer must enclose a Tender Processing Fee of Rs. 2000/- (Rupees two thousand only) in the form of a Demand Draft, Banker's Cheque in favour of Employment News, M/o I&B, Govt. of India, New Delhi in the Technical Bid cover.
- The tenderer must enclose an Earnest Money deposit of Rs. 12 lacs (Rupees Twelve lacs only) in the form of a Demand Draft/ Bank Guarantee of a Scheduled bank favoring Employment News, M/o I&B, Govt. of India, New Delhi in the Technical Bid cover.
- c) The successful tenderer will have to submit a Performance Guarantee/ Security Deposit of Rs 50 lacs (Rupees fifty lacs only) in the form of FDR/Bank Guarantee favoring Employment News, M/o I&B, Govt. of India, New Delhi, as per the proforma prescribed in the GFR (General Financial Rules). The Bank Guarantee should be valid for a minimum period of 15 months.
- d) The Printer will have to submit a CA certificate certifying the minimum Annual Turnover of Rs 30 crore per annum for the last 2 years.

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12. Specifications of Newsprint Paper and other conditions:

a) Specifications of Newsprint Paper:

Newsprint paper should conform the following parameters as per BIS standard.

SI. No.	Characteristic	Requirements	
1	Grammage (GSM)	45 GSM (±4 %)	
2	Brightness, percent. (ISO) (%), Min	56.0 (special requirement)	
3	Smoothness (Bendtsen) ml/min. Max. Top Side Wire Side	250 300	

Newsprint paper with the above specified parameters is to be used of any mill as given below or the Mill may produce premium quality paper with a minimum capacity of producing 75000 MTs per annum of newsprint as per the Excise Clearance Certificate:

- 1. Hindustan Newsprint Ltd., Kottayam, Kerala
- 2. Mysore Paper Mills Ltd., Bhadrabati, Karnataka
- 3. Shree Rama Newsprint Ltd., Surat, Gujarat
- 4. Khanna Paper Mills Ltd., Amritsar, Punjab
- 5. Emami Paper Mills, Balasore, Orissa
- 6. Chadha Paper Mills, UP
- 7. Imported Newsprint paper of specified parameter

b) Testing of Newsprint paper samples for conformity of the specified Parameters:

- i) A team of officers/officials of the approved committee of EN/ RS will visit the press and randomly collect the newsprint samples in the presence of the authorized representative of the printer. All the members including printer's representative will put his/her signatures on each sample along with stamp of the press.
- ii) These samples will be sent to any govt./ govt. approved lab situated anywhere in India for testing in conformity of the specified parameters noted above. The result would be considered for imposing the penalty. The test report will be final and binding to all concerned. No request of re-testing of samples will be considered.
- iii) In case of failure of paper sample as per test report, the penalty will be worked out as per provision of contract and the same will be recovered from the printers bill/bills. This exercise will be repeated every month throughout the contract period including extensions if any.
- iv) The committee of EN will collect the samples any time during the month and the test report of such samples will be applicable for the paper consumed in the issues printed in respective entire month.
- v) The actual cost of testing charges, which may be approximately Rs.8,000/- to 12,000/- per month (vary from lab to lab), will be recovered from the printer's bill/bills.

c) Other conditions:

- The Printer must procure the specified newsprint paper for at least one month stock (About 80 MT for 4 issues considering number of pages as 48 page per issue with a print order of 1,30,000 copies).
- In order to maintain the uniformity of paper quality, the printer should preferably use newsprint paper of one mill/quality in all issues/edition.

13. Liquidated Damages (Penalty):

- (A) <u>Printing</u>: Deductions for avoidable delays in respect of composing, printing or delivery of printed copies shall be made from the printer's bill without any reference to them. The delays even for Saturdays/Sundays except National/Gazetted Holidays, will be treated as delays for purpose of penalties/ liquidated damages, as explained below:
 - (i) For delays upto 2 days: 10 percent cost of bill amount of delayed copies.
 - (ii) For delay upto 3 days: 15 percent cost of bill amount of delayed copies.
 - (iii) For delays upto 4 days: 25 percent cost of bill amount of delayed copies.
 - (iv) For delay of more than 4 days: 50 percent cost of bill amount of delayed copies.
 - (v) In addition, <u>defective/sub-standard production e.g.</u> uneven or faded copies, use of poor quality inks, <u>missing prints</u>, etc. shall also attract liquidated damages as decided by the Competent Authority of this office, whose decision shall be final and binding.

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(vi) In case of regular delays in printing beyond the time-schedule, the publisher will be at liberty to get the journal printed at any other press at their rates and recover the difference of amount so paid to the other printer, from their pending bills or security deposit or both.

(B) Newsprint Paper:

- i) Test Report: Newsprint paper samples will be sent for testing in any govt./ govt. approved paper testing lab situated anywhere in India for testing of conformity of the specified parameters of newsprint paper. No request of retesting of the sample will be considered. The test report of newsprint paper samples can be shown to the printer's representative on his visit to this office. However, a copy of the test report can be provided only on receipt of written request from the printer.*
- ii) Penalty: In the event of failure of samples in Test Report, deductions will be made according to the average value of each failed parameter as mentioned below. The test report will be final and binding to impose the penalty.

S. No	Characteristic	Requirements			
1	Grammage (GSM)	In case of lesser GSM after the permissible limits as per BIS standards i.e., 3% (Three Percent) for each lesser GSM or part thereof will be deducted from the printer's bill.			
2	Brightness	In case of lower brightness, a penalty @ 1 % percent (One Percent) of bill amount for every 3 values or part thereof on the lower side than the specified value will be deducted from the printers bill.			
3 Smoothness In case of higher value of smooth bill amount for every 6% value.		In case of higher value of smoothness, a penalty @ 1% (One percent) of bill amount for every 6% value or part thereof on the average of both values than the specified value will be deducted from the printers bill.			

Penalty on account of failure of samples in Test Reports will be worked out on total bill amount of all issues printed in respective month on the basis of the failed parameters and above provisions which will be recovered from the printer's forthcoming bills without referring to the Printer.

14. Termination of Contract:

In case of poor performance or perpetual delays, the Employment News will have the right to terminate the contract in part or in full at any time during the tenancy of the contract and/or debar the tenderer from the future contract of Employment News and Publications Division, without assigning any reason thereof.

Job Specifications

Description: Job specifications for composing, processing & printing of EMPLOYMENT NEWS/ROZGAR SAMACHAR with newsprint paper from printer stock.

A weekly tabloid- size journal comprising normally of 24 to 96 pages each in English, Hindi & Urdu is to be printed from typed or handwritten manuscripts/art pulls, line and halftone designs, logo designs, photographs, CD, etc. supplied by this office. Text Manuscript will be supplied in 4 to 6 batches. The flow of text manuscripts including photographs, drawings, etc. shall commence about 15 days before the scheduled release date. Each page shall generally consist of 4 to 6 columns of text matter. The text shall be typeset in 8 to 12 points type sizes with headings in bigger type sizes by the printer in English, Hindi and Urdu, as per given instructions.

Text manuscripts in English, Hindi & Urdu for composing along with line/ tone designs/ color or B/W photographs etc. will be supplied. The printer shall have to make arrangements to typeset the manuscripts, supply proofs and supply corrected proofs in time, as per schedule. The final page-designing with heading etc. in reverse and against screen ground in all editions will be done by the printer, which will have to be got approved from the office of Employment News before printing.

The printer shall have to do planning of pages with photographs, pictures and colour schemes etc., whenever necessary, as per given instructions. Printer may also make an outside arrangement for the typesetting/ Ist proof reading in Urdu language for smooth functioning and timely completion of task. Printer will be fully responsible for providing final pages/ proofs for approval of the editor.

Printing should start immediately upon approval of the final pages and supplies of the printed copies should commence from the next day with regular supply of a minimum of 80,000 copies per day, irrespective of the number of pages. The detailed schedule of supply and receipt of materials, proofs, copies, etc. shall be drawn at the time of finalizing the contract which may also change as per requirements from time to time.

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The printer shall be required to undertake printing on specified newsprint paper from printer's stock immediately upon receipt of the approval of final pages, etc. from this office as per given print order for each language and complete the supplies as per schedule. In case of any issue is printed more than one part, the printer will have to supply the copies in single unit after proper insertion at his own cost.

Note:

- 1. Printing will be done by plates made through CTP only.
- 2. Best quality High-Speed Cold-set printing ink will have to be used by the printer. It should be ensured that the ink is not transferred to the readers' hands while handling/reading.
- 3. Printing should be even in all the pages throughout the contract.
- 4. Even margin/space will have to be maintained in all the pages of all copies. Printer will have to ensure that the text matter does not bleed from any side.
- 5. The number of pages and print order may vary from issue to issue. However the supplies will have to be completed within the specified time schedule.
- 6. Local Dispatch: The printer will have to pack about 36,000 copies (may vary issue to issue) per issue in all three language in packet of 50 to 100 copies, each packet duly packed in a good quality transparent thick polythene bags for local agents. Printer may include the cost of packing/material in the main cost item no.1 in financial bid. No separate payment will be made for this packing/materials.
- 7. Printer may also be required to dispatch copies to local Agents/office at about 4 to 5 destinations in Delhi/NCR through their own transport as per instruction. In such case the dispatch cost (including all local charges/Octroi/Toll/Green tax etc) may be quoted separately as per Financial Bid proforma.
- 8. Delays, if any, during the initial 6 (six) issues may be condoned by the competent authority on the basis of justifiable reasons to allow the various processes to settle and get the entire set-up streamlined.
- 9. Delays occurring on account of late supply of final approval of pages/input materials by this office shall be considered for condonement.
- 10. The Publisher reserves the right to cancel any or all tenders without assigning any reason.
- 11. The printer will have to submit an undertaking for 'No dues with Employment News' after completion of the contract/payment of bills, before the Security Deposit is released.

Other Remarks:

- a) The printer will have to provide the entire pages of each issue in a CD/DVD in PDF/Web page Format, separately for each language, immediately after approval of final pages for printing.
- b) The number of copies and the number of pages may vary from issue to issue in each language.
- c) The printer shall have to make arrangements to collect/deliver the materials from/to the office of Employment News, at C.G.O Complex, 7th Floor, Soochna Bhawan, Lodhi Road, New Delhi 110003, whenever required, at the printer's cost.
- d) The publisher reserves the right to cancel/drop publishing any of the editions with/without specifying any reasons thereof.
- e) If the printer is undertaking any other job, newsprint reels meant for Employment News will have to be stacked separately.
- f) In case of any issue is printed more than one part, the printer will have to supply the copies in single unit after proper insertion at printers cost.
- g) The Printer will have to allow the staff of our authorized dispatch contractor to take the delivery of printed copies from their premises.
- h) The successful Printer shall have to enter into an 'Agreement' for the contract which will normally be valid for the entire period of the contract including the extended period, if any. In case the final account remains unsettled at the expiry of the contract, the relevant provisions thereof will remain valid till the final accounts between this office and the printer are settled.
- i) All "Force Majeure" will apply. However, in case of unavoidable circumstances in the press like a strike, machine break-downs or other such situations over which the printer may have no control, printer will be responsible to get our journal printed/delivered in time as per schedule from other sources.
- j) The rates quoted should be typed/written legibly in figures and in words. Any cuttings/over-writings should be counter-signed by the signatory.
- k) Director General, Publications Division will be the final authority to decide all matters.
- I) All the terms and conditions of the tender specifications will have to be honoured.
- m) All disputes shall be settled within the Delhi Jurisdiction.
- n) Incomplete / vague / conditional tender will not be accepted.
- o) The Tender shall remain valid up to 90 days from the date of opening of 'Technical bid'.

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<u>Payments:</u> Payments will be considered by clubbing 2 to 4 issues together after receipt of copies satisfactorily on the basis of the receipted/ stamped challan's, etc. which may normally take minimum 60 working days. Penalty on account of the use of poor quality paper worked out on the basis of the test reports and failed parameters of specified quality, printing or delay in supply of copies shall be recovered from the forthcoming bills or performance security if no bill is pending, without referring to press/printer.

Check-List of Documents to be submitted inside sealed technical bid:

- Demand Draft of Rs. 2000/- towards the tender processing fee in favour of Employment News, Govt. of India, New Delhi
- ii) Earnest Money Deposit of Rs. 12 lakh (Twelve Lakh) in shape of FDR/Bank Guarantee favouring Employment News, Govt. of India, New Delhi).
- iii) Self attested copy of PAN/GST number.
- iv) Self attested copy of press ownership documents indicating details of proprietor/Partner.
- v) List of printing machines (with cut-off size and number of units) and other equipments.
- vi) Details for storage space of newsprint reels and printed copies.
- vii) Self attested copy of Press Declaration.
- viii) An undertaking indicating that press has executed similar jobs during last 2 years.
- ix) Certificate from a registered Chartered Accountant certifying Annual Turnover of the press of last 2 year.
- x) A self declaration that their organization has never been black listed by any Govt. Department.
- xi) Self Declaration of distance from the office of Employment News, CGO Complex, 7th Floor, Soochna Bhawan, Lodi Road New Delhi 110003.

List of Existing Local Agents (the points at which the local deliveries are to be made)

(The list may change from time to time and will be notified to printer well in time)

S. no.	Name & Address of Agents		
I.	Employment News, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi -110003		
2.	Moti Lal & Sons, 2594/3, Masjid Kalali Bagh, C-Block, Albert Square, Gole Market, New Delhi-		
3.	M/s Delhi Magazines Distributors Pvt. Ltd., 110, Bangla Sahib Marg, Near Gole Market, New Delhi 110001		
4.	M/s Dev Shanker, Shop No. 5,Udhyan Marg, Near Ram Manohar Lohia Dharmshala, New Delhi - 110001		

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PART - III (Standard Conditions)

- 1. Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.
- a. Arbitration: All disputes and differences or any questions arising out of any clause of the agreement whatsoever, may be resolved under the provision of Arbitration and Conciliation Act, 1996.
- b. Court Cases: Any dispute between the Publisher and the Printer that may not have settled or finalized by the arbitrator or any party to the present Agreement not being satisfied with the award of the arbitrator may take up the case to the competent civil court having jurisdiction to decide the dispute at Delhi/ New Delhi only.
- 2. Penalty for use of Undue influence: The printer undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the publisher or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India.

Any breach of the aforesaid undertaking by the Printer or any one employed by him or acting on his behalf (whether with or without the knowledge of the Printer) or the commission of any offers by the Printer or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Publisher to cancel the contract and all or any other contracts with the Printer and recover from the Printer the amount of any loss arising from such cancellation. A decision of the Printer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Printer. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Printer towards any officer/employee of the Publisher or to any other person in a position to influence any officer/employee of the Publisher for showing any favour in relation to this or any other contract shall render the Printer to such liability/penalty as the Publisher may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

3. Notices:

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

4. Transfer and Sub-letting:

The Printer will have has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

5. Amendments:

No provision of present tender/contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

6. Statutory Duties & Taxes:

The GST (%) or any other tax should be mentioned separately as asked in the proforma of the Financial Bid. The same will be paid as extra considered for variation in case of any changes.

Henry Muni

Part IV- (Special Conditions)

- 1. Agreement: The successful tenderer will have to sign an Agreement for Annual Rate-Contract within 15 days of issue of the rate acceptance letter by this office.
- 2. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between the Publisher & successful Printer, as per Annexure -II.
- 3. Performance Guarantee: The Bidder will be required to furnish a Performance Security by way of Bank Guarantee/ Payee Demand Draft/ Fixed Deposit through a Commercial bank authorized to conduct government business for a sum of Rupees 50 lacs (Fifty Lacs) only after signing of the agreement. Performance Guarantee should be valid up to 90 days beyond the date of completion of Contract period.
- 4. Payment Terms: It will be mandatory for Bidders to indicate their bank account numbers and other relevant epayment details so that e-payments could be made through instead of payment through cheques. The payment will be made as per the following terms, on the production of the requisite documents:
 - Pre-receipt bill in triplicate.
 - Signed and stamped challans of copies supplied to the authorized person/agency. b.
 - Intimation regarding completion of printing language wise of a particular issue. C.
 - Bank mandate form for electronic payment viz. Account holder's name, Bank name, Branch d. name and address, Account type, Account number, IFSC code, MICR code (duly counter signed by the bank).
 - Any other document/certificate that may be provided for in the Job Order/Contract. e.

5. Force Majeure Clause:

- Neither party shall bear responsibility for the complete or partial non performance of any of its a. obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- In such circumstances the time stipulated for the performance of an obligation under the present b. contract is extended correspondingly for the period of time of action of these circumstances, and their consequences.
- The party for which it becomes impossible to meet obligations under this contract due to Force C. Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 3 (Three) days from the moment of their beginning.
- Certificate of a Chamber of Commerce (Commerce and Industry) shall be a sufficient proof of d. commencement and cessation of the above circumstances.
- If the impossibility of complete or partial performance of an obligation lasts for more than one months e. either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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Govt. of India EMPLOYMENT NEWS

(Publications Division)

 $Ministry \ of \ Information \ and \ Broadcasting \\ 7^{th} \ Floor, Soochna \ Bhawan, C.G.O \ Complex, \ Lodi \ Road, \ New \ Delhi - 110 \ 003,$

TENDER FOR PRINTING OF EMPLOYMENT NEWS

PROFORMA FOR 'TECHNICAL BID'

Tender No. & date	No. EN-52011/2/2018-19/Prod. Dated 27/11/2018
Last Date and Time of 'Receipt of Tenders'	3.00 P.M. on 19/12/2018
Date and Time of 'Opening of the Technical Bid'	3.30 P.M. on 19/12/2018

1. <u>DETAILS OF TENDERER</u>:

Name and address of the Printer	
Web site address (if any)	
Phone numbers of printer	
Fax Numbers	
Email of printer	
Contact Person's Name & Designation	
Contact Person's Phone/Fax Number	
Contact Person's Mobile Number	
Contact Person's e-mail id	
Distance from Soochana Bhawan, CGO Complex, Lodhi Road, N. Delhi	

2. TYPE OF ORGANISATION:

Tick appropriate Box and enclose self attested document to support (Registration Documents)

Proprietorship	Partnership	Small Scale Industry / NSIC
Pvt. Ltd. Company	Public Ltd. Company	Any other

3. <u>ANNUAL TURNOVER</u>: Please enclose a certificate of Chartered Accountant or Income Tax Return in support of your claim:

Sl. No.	Year	Turnover (in Rupees)
1	Previous FY 2016-17	
2	Last FY 2017-18	

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4. NAME AND ADDRESS OF THE BANKER:

Bank Name		
Branch Name & Address		
Account Number		
Account Type	,	
Bank Phone Number (s)		

5. <u>REGISTRATION PARTICULARS</u>: Please give details of registration wherever available / applicable, if any, with self-attested copy of original registration.

Sl. No.	Particulars	Registration Number	Copy attached? Yes / No
1	IT Permanent Account No. (PAN)		1 03 / 110
2	GST Registration No.		
3.	Press Declaration form		
4.	Any other document		

6. REFERENCE LIST: Tenderer may enclose a list of public/private sector firms for whom such type of job done recently. Copies of order may be enclosed.

SI. No	Name of Client(s)	Details of order(s) with value
1	1	
2		
3		
4		
	36	

7. Details of Printing Machine & other allied Equipments:

SI. No	Name of Printing Machine & allied Equipments	Make	Year	Size/cut off	No. / No. of Unit	Remark
1						
2						
3						
4						
5						
6						
7.						

how Show Them

8,		
9.		
10.		
11.		
12.		

8. OTHER ESSENTIAL DOCUMENTS / ATTACHMENTS :

SL No.	PARTICULARS	ATTACHED: YES/NO
1	Demand draft of Rs.2000/- (nonrefundable) in favour of Employment News, Min. of I&B Govt. of India should be enclosed towards the processing fee.	
2	Earnest money deposit of Rs. 12 Lakh (Twelve Lakh only) (DD/Bank Guarantee)	
3.	Certificate from a registered Chartered Accountant certifying Annual Turnover of the press of last 2 year	

9. No. of enclosures

	(Signature with stamp)
Name (in block letters)	
Designation	
Telephone no.	

(Note: Signatory should enclose a copy of self attested photo ID proof issued by any govt. body)

DECLARATION:

The information furnished above is true and authentic. We have carefully read all the terms and conditions of the tender and agree with these conditions. We have signed on each page of this technical bid in token of acceptance of terms detailed in the tender.

(Signature with stamp)

*Kindly note that all enclosed documents should be self attested

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PART-V

FINANCIAL BID PROFORMA

(This filled-in form should be kept in the 'FINANCIAL BID' cover)

Rates should be quoted on the following lines including the cost of composing/typesetting/first proof reading of English, Hindi and Urdu text, final page-designing on computers, processing, printing, insertion of two part in single unit, bundling and packing of local despatch including newsprint paper cost and all other incidental charges etc. The rates should be quoted on the basis of the combined print order of all three languages. The applicable Tax/GST will be paid separately on the basis of the total bill amount. If printer is asked to deliver local Agent's copies, Cost of transportation at 4 to 5 destinations in Delhi/NCR will be paid separately as per cost

Combined Rates For Typesetting /first proof reading and Printing of English, Hindi & Urdu Editions of Employment News including the cost of the Newsprint paper

	1.	Rate per 1000 copies for print order of 1,10,000 copies comprising 24 pages (All 4 pages of cover printed in 4 process colours and remaining inner pages in single colour)	Rs
		Rupees	
	2.	Rate per 1000 copies for additional copies comprising 24 pages (All 4 pages of cover printed in 4 process colours & remaining inner pages in single colour).	Rs
		Rupees	
	3.	Rate per 1000 copies for printing of every 8 additional pages in single colour.	Rs
		Rupees	
	4.	Rate per 1000 copies for printing of 3 (three) additional colours on inner two page (center spread/inner pages).	Rs
		Rupees	
		Rate per kilogram (Kg) weight of printed copies for dispatch of Local Agent copies at 4 to 5 destinations in Delhi/NCR (including all local charges/Octroi/Toll/Green tax etc) Rupees	Rs
		Rate of existing applicable GST (%) in percentage	
NO	OTE:	** ** ** ** ** ** ** ** ** ** ** ** **	
5. 4. 5.	For a The No re In car No 'C	lowest bidder (L-1) will be decided on the basis of the total lowest cost as having 40 pages according the rates quoted for item Nos. 1,2 and 3 above additional copies (if less than 1000), the rates shall be admissible on pro-rate rates quoted for additional copies/pages will be applicable for reduced evision of rates will be permissible on any account during the tenancy of the se of any revision made by the Govt. in GST, the difference will be paid/rec? form or any other certificate will be issued by this office against any pure	e. a of respective slab. copies/pages also. e contract, or its extension, if any. ecovered accordingly. chase of newsprint paper.
	cond	I/We undertake that the printing of the job will be done in accordance witions of the tender as set out above.	vith the specifications, terms, and
.5			
		Signature with Stamp	
		Designation Name of the Press	
	Α.	A Discourse	
	NN	M Dated:_	

2. 3. 4. 5.

Annexure-I

EMD Bank Guarantee format

Whereas						(herein	after called the	"Bidde	er") has sul	bmitted	their

(hereinafter	called the	he "Bid")	against	the cust	tomer's requ	est for pr	roposal No				
KNOW	ALL	MEN	by	these	presents	that	WE			******	of
					having	ou	r regis	tered	offic	e	at
************		********							Are	b	ound
unto			(herei	nafter	called	the	"Customer")	in	the	sum	of
							ayment will and				said
					s and assign			ar consul			
Sealed with	the Cor	nmon Sea	l of the	said Ba	nk this		day of	20			
The conditi							1				

- If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its (ii) validity.
 - If the Bidder fails to furnish the Performance Security for the due performance of the contract. a)
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

> (Signature of the authorized officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch)

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Annexure-II

Pre-Integrity Pact

An "Integrity Pact" would be signed between the Publisher & successful Printer. This is a binding agreement between the Publisher and Printer for specific contracts in which the Publisher promises that it will not accept bribes during the procurement process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Publisher to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- A pact (contract) between the (Employment News) and successful Printer for this specific activity (the successful Bidder);
- An undertaking by the Employment News that its officials will not demand or accept any bribes, gifts b. etc., with appropriate disciplinary or criminal sanctions in case of violation;
- A statement by successful Bidder that it has not paid, and will not pay, any bribes; C.
- An undertaking by successful Bidder to disclose all payments made in connection with the contract in d. question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Employment News, especially when a suspicion of a violation by that successful bidder/Printer emerges;
- The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure e. obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- Undertaking on behalf of a successful Bidding company/Printer will be made "in the name for and on f. behalf of the Printer's Chief Executive Officer".
- The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or g. undertaking:
 - (ii) Denial or loss of contracts;
 - (iii) Forfeiture of the bid security and performance bond;
 - (iv) Liability for damages to the Employment News and the competing Bidders; and
 - (v) Debarment of the violator by the Employment News for an appropriate period of time.
- Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and h. other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Affrons Mann