

DIRECTORATE GENERAL OF TAXPAYER SERVICES
CUSTOMS & CENTRAL EXCISE
C.R. BUILDING, I.P. ESTATE, NEW DELHI-110109
TENDER NOTICE FOR PUBLISHING OF DUTY DRAWBACK SCHEDULE

Sealed bids are invited under two bid system i.e. technical bid and financial sealed bid for publishing of Duty Drawback Schedule. The bids shall be submitted in two separate sealed envelopes which shall be superscribed as Technical Bid and Financial Bid and both bids shall be placed in a bigger envelope marked as bids for publishing of Duty Drawback Schedule which shall also be sealed. The work is most urgent and of time-bound nature. The bidders should be Government approved 'A' Class/ 'B' Class printers registered with Directorate of Printing, Ministry of Urban Development/DAVP and the bidders should submit documentary proof in this regard, which shall be submitted in sealed envelope titled "Technical Bid". The bidders should submit documentary proof of having completed similar time bound bulk job in the last 2 years, which again should be submitted in sealed envelope titled "Technical Bid". The printed books have to be delivered at Directorate General of Taxpayer services, Customs Central Excise, Despatch Section Room No. G-57 Ground Floor C.R. Building, I.P. Estate NewDelhi-110109. The description of the job is as under:-

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|----------------------------|--|
| i. Name of Publication | Duty Drawback Schedule (The job inclusive of Paper, Page setting, Printing, Cutting, Binding, Packing & Delivery etc.) |
| ii. Language | English |
| iii. Approx. Finished size | 8.5" x 11" (approx.) |
| iv. Approx. No. of pages | 258 pages (Approx.) + 4 Pages Cover |
| v. Type of Color | Text printing in single (01) color and Cover printing in four (04) color |
| vi. Number of Copies | 4000 Copies |
| vii. Paper | a) For Text 80 GSM Imported Art Card
b) For Cover 300 GSM Imported Art Card |
| viii. Binding | Perfect Binding |
| ix. Lamination | Matt Lamination |
| x. Proof | Within 2 days of handing over of the artwork. |
| xi. Delivery | Within 3 days of approval of proof. |

2. Softcopy for composing will be provided by the department. Artwork for cover will also be provided by department. Any other minor designing work will have to be done by the printer itself.

3. All bidders are required to submit bank draft of Rs. 35,000/- in favour of D.D.O., DPPR, New Delhi with their bid as earnest money. The same shall be adjusted against performance security in respect of successful bidder and in respect of unsuccessful bidder it shall be returned to them forthwith. Successful bidder will have to deposit 10 % of the bid amount as performance security in the form of Banker Cheque/ DD/ FDR or Bank Guarantee which shall be valid for a

period of 14 months from the date of issue of Job Order. Bidders who are registered with NSIC and are exempt from deposition of Earnest money are also liable to deposit performance security.

4. Payment shall be made on completion of Jobs.

5. The no. of pages and the number of copies of Duty Drawback Schedule may increase or decrease and the payment shall be made accordingly on pro-rata basis.

6. The Rates should be provided inclusive of all taxes. No payment shall be made more than the amount indicated.

7. Technical bid should contain Details of Organization/ Firm, Details of Proprietors/Directors/Partners, Address Proof of Organization/ Firm, GST Registration certificate, Permanent Account Number, Copy of Income Tax return certificate, EMD or NSIC Certificate Copy, Previous Performance/Job orders.

8. Job order will be issued to the L1 bidder after L1 bidder provides declaration, agreement, Bank Guarantee as per annexure A,B,C of this tender.

9. Technical and Financial bids may be submitted on firm's letterhead in sealed covers separately so as to reach this office by name to: The Assistant Commissioner (Admn.), Directorate General of Taxpayer Services, Customs & Central Excise, Room No. 169A, C.R. Building, I.P. Estate, New Delhi-110109, latest by 12.00 Noon on 13.10.2017. The sealed cover should be superscribed with "Technical Bid- Duty Drawback Schedule" and "Financial Bid – Duty Drawback Schedule" respectively. Both the above sealed cover containing technical bid and financial bid should be kept in bigger envelope superscribed with "Tender for Duty Drawback Schedule". The technical Bids shall be opened on 16.10.2017 at 1200 Noon. Bidders are welcome to attend opening of technical bids. The financial bids shall be opened only in respect of those bidders who are found to be technically competent on 17.10.2017 at 1200 Noon.

8. This Directorate reserves the right to reject any or all tenders without assigning any reason for the same.

Sd/-
Assistant Commissioner
Press, DGTS

DECLARATION

1. I, _____ Son/Daughter/Wife of Shri _____
_____ Proprietor/Director/authorized signatory of the
agency/Firm M/s _____(Name of the firm), am competent to sign
this declaration and execute this tender document.
2. I/We have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them.
3. I/We have read and examined the notice inviting tender and specifications indicated in
the tender documents, terms and conditions of Contract, clauses of contract, special
conditions & other documents and rules referred to in the conditions of contract and all
other contents in the tender document for the work.
4. I/We hereby declare that our firm is neither blacklisted by any Government
Department nor any criminal case is registered against the firm anywhere in India.
5. I/We hereby tender for the commencement and execution of the work specified for the
President of India within the time specified in point no. **(XI)** of specification provided
under tender notice, and in accordance in all respects with the specifications and terms
and conditions provided in the tender notice.
6. We agree to keep the tender open for ninety days (90) days from the date of its
opening and not to make any modifications in its terms and conditions.
7. A sum of **Rs.** _____ /- has been deposited in cash/Receipt Treasury Challan/
Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipt of a Scheduled Bank/
Demand Draft of a Scheduled Bank/ bank guarantee issued by a scheduled bank as
earnest money. If I/We fail to furnish the prescribed performance guarantee within
prescribed period, I/we agree that the said President of India or his successors in office
shall without prejudice to any other right or remedy, be at liberty to forfeit the said
earnest money absolutely. Further, if I/we fail to commence and complete work as
specified, I/we agree that President of India or his successors in office shall without
prejudice to any other right or remedy available in law, be at liberty to forfeit the said
earnest money/performance security/guarantee absolutely, otherwise the said earnest
money shall be retained by the Department, along with balance amount of
performance security/guarantee submitted by us towards security deposit to, execute
all the work referred to in the tender documents upon the terms and conditions
contained or referred to therein. Further, I/we agree that in case of forfeiture of earnest
money or both earnest money & performance guarantee as aforesaid, I/We shall be
debarred for participation in the re-tendering process of the work.

Name, Designation & Seal of Tendering Firm

AGREEMENT

An agreement made thisday
 BETWEEN.....

.....
 (herein after called the contractor which expression shall include his legal representatives) of the one part and the President of India (hereinafter called the Government) of the other part and WHEREBY the contractor agrees to supply and install to the Directorate General of Taxpayer Services (hereinafter called) the Articles at cost mentioned against them:-

Name of Articles	Rate	Total Cost
4000 copies Duty Drawback Shedule	Rs. / copy	Rs. -(inclusive all tax)

and on the terms and conditions hereinafter mentioned :-

1. That all books will be delivered at Directorate General of Taxpayer services, Customs Central Excise, Despatch Section Room No. G-57 Ground Floor C.R. Building, I.P. Estate NewDelhi-110109
 by M/s.....
2. That all booklets will be of good quality and of the specifications provided in the tender notice.
3. **That the inspection of the material shall be carried out by the committee or any other authority/officer appointed by the competent authority and that the material rejected must be removed by the Contractor within a week from the date of rejection. All material not accepted shall lie at the risk of the contractor. If not removed within the period specified above the Directorate General of Taxpayer Services, Delhi shall have the right to dispose of such stores as it thinks fit at the risk of the Contractor and on his account or if it prefers to charge him rent for the space occupied by same.**
4. That the time of delivery stated above shall be of the essence of the contract and should the printer fail to deliver the whole/ any part of the books within the period specified tender notice , the Directorate General of Taxpayer Services, Delhi shall have the right to forfeit the deposit mentioned in **Para 3** of the Terms and Conditions of the of tender notice .

5. That the Committee or any other authority/officer appointed by the competent authority shall have full power to reject the whole or any part of the stores which to the true intent and meaning is not in exact accordance with the design and specifications mentioned in tender notice.

6. That the contractor will deposit a sum equal to 10 percent of the value of the contract as security/ performance guarantee for compliance with the terms and condition of this contract.

7. That the Contractor will be entirely responsible for the execution of this contract in all respect in accordance with the terms and conditions of this tender/contract and shall not assign or sublet the same.

8. Any defect noticed within fourteen (14) months from completion of job shall be rectified/ repaired by the bidder free of cost.

9. If the Contractor becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the Directorate General of Taxpayer Services , Delhi may on behalf of the Government terminate the contract and forfeit the said deposit and recover from the Contractor any loss suffered by the Government on account of the contract being terminated.

10. If any dispute or difference shall arise including this contract the settlement of which is not hereinbefore provided for the same shall be referred to the arbitration of the Directorate General of Taxpayer Services, New Delhi and if he is unable or unwilling to act as arbitrator to the arbitration, of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.

In Witness whereof the parties have hereunto set their hands the day and year first above written.

Signed by the said contractor.....

In the presence of:-

1st Witness

Address

2nd Witness

Address

Signed by the said for and on behalf of the
President of India

In the Presence of:-

1st Witness

Address

2nd Witness

Address

Note:- The format of agreement is indicative only.

Annexure – ‘C’

BANK GUARANTEE

In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt..... (hereinafter called “the said contractor(s)”) from the demand, under the terms and conditions of an Agreement dated.....made between and..... for-----and printing and supply of 4000 copies of Duty Drawback Schedule (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said contractors) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for..... (Rupees.....only). We (candidate the name of the bank)..... (hereinafter referred to as “the Bank”) at the request of..... Contractor(s) do hereby undertake to pay to the Government an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractors) of any of the terms or conditions contained in the said Agreement .

2. We (indicate the name of the Bank) do hereby to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor’s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability, under this Guarantee shall be restricted to an amount not exceeding..... .

3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto: our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the contractors) shall have no claim against us for making such payment.

4. We,(indicate the name of the Bank)..... further, agree that the Guarantee herein contained shall remain in full force and effect during the period that

would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Officer/ Department / Ministry of..... certifies that the terms and conditions of The said Agreement has been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made onus in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Government against the said contractors) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability be reason of any such variation, or extension being granted to the said Contractor or for any forbearance, actor commission on the part of the Government or any indulgency by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We, (indicate the name of the Bank) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated day of for
(Indicate the name of the Bank).

Note: - The format of bank guarantee is indicative only.