

# **TENDER DOCUMENT**

(NIT No: RGNUL/ Lib 002)

Dated: 05/11/2020

**Printing of RGNUL Law Review, RGNUL Journal of Social Sciences, CASHIR Journal of Human Rights Practice, and Book etc. for RGNUL Sidhuwal, Patiala.**



**Rajiv Gandhi National University of Law, Punjab,  
Patiala**



## **RGNUL, PUNJAB**

# **TENDER DOCUMENT**

<b>TENDER NO.</b>	<b>:</b>	<b>RGNUL/ Lib 002</b>
<b>NAME OF WORK</b>		Printing of RGNUL Law Review, RGNUL Journal of Social Sciences, CASHIR Journal of Human Rights Practice, and Book etc. for RGNUL Sidhuwal, Patiala.
<b>COST OF DOCUMENTS</b>	<b>:</b>	<b>Rs. 1,000/-</b>
<b>EARNEST MONEY</b>	<b>:</b>	<b>Rs. 10,000/-</b>
<b>DATE AND TIME OF ISSUE OF TENDER DOCUMENTS</b>	<b>:</b>	<b>05.11.2020 TO 16.11.2020 (up to 10:30) AM</b>
<b>DATE AND TIME OF RECEIPT OF TENDERS</b>	<b>:</b>	<b>16/11/2020 (UPTO 11:00</b>
<b>DATE AND TIME OF OPENING OF TENDERS</b>	<b>:</b>	<b>16/11/2020 (AT 11:30 A.M.)</b>

**Rajiv Gandhi National University of Law, Punjab**  
**NOTICE INVITING TENDER**

**No RGNUL/Lib/002**

**Dated 05-11-2020**

Sealed item rates tenders are invited from the registered printers for the below noted printing works, so as to reach by **16-11-2020 at 11:00 A.M.** Tenders will be opened on same day at **11.30 A.M.** by Tender Opening Committee in the presence of representative of agencies, who may like to be present.

S. No	Name of Works	Cost of documents	Earnest money
1	Printing of RGNUL Law Review, RGNUL Journal of Social Sciences, CASHIR Journal of Human Rights Practice, and Book etc. for RGNUL Sidhuwal, Patiala.	Rs. 1,000/-	Rs. 10,000/-

**Terms and Conditions :**

1. Bidding document can be obtained from office against Demand draft in favour of Registrar RGNUL, Patiala for **Rs. 1000/- (Nonrefundable)** each bid from 9.00AM to 5.00 PM from **05.11.2020 to 16.11.2020 up to 10:30 AM** by producing the valid printing license from government.
2. Allotted rates **shall be valid up to one year from date of issue of 1<sup>st</sup> Job order.**
3. The bid shall be accompanied with earnest money of Rs. 10,000/- in the shape of D.D duly pledged in favour of the Registrar, **RGNUL** Patiala valid for three months. Earnest money of all the bidders will be refunded after the receipt of the performance guarantee of Rs 50,000/- from the successful bidder.
3. The conditional tenders contrary to DNIT will not be accepted.
4. The Tender Allotment committee reserves the right to accept or reject any or all the tenders without assigning any reason.
5. Bidders should have their own adequate printing press for carrying out jobs mentioned in Bill of Quantities. Subletting the work after its award is not permissible.
6. Statutory deductions as applicable shall be made from the Firm's bills.
7. The complete tender documents can also be down loaded from the web site [www.RGNUL.ac.in](http://www.RGNUL.ac.in) from **06.10.2020 to 16.11.2020** and can be used for tendering purpose. In such cases, where the tenderer downloads the documents from website, the cost of documents i.e. Rs. 1,000/- (Nonrefundable) shall be submitted on the date of tendering, in the form of DD drawn in favour of Registrar, **RGNUL**, Punjab, at Patiala.
8. The bidder should keep checking the website for any Agenda/ Corrigenda in the notice bidding document till the submission of tender.
8. Amount / Quantity can be increased & decreased
9. If **16.11.2020** is declared holiday by **RGNUL**, the tender will be received/opened on the next working day at the same time.

**NOTE-** Tender documents containing all terms and conditions can be seen in this office on any working day from 9.00 AM to 5.00 PM.

**Registrar**

## **Rajiv Gandhi national University of law, Punjab**

### **INSTRUCTIONS TO THE TENDERERS**

1. **The prospective bidders may contact the Printing Section** in Library Building Phone Nos. 0175- 2391600, 601 to 604 Ext 312 to obtain any information required in this regard. Bidding documents can also be downloaded from official website of **RGNUL** i.e [www.rgnul.ac.in](http://www.rgnul.ac.in)
2. Scanned copies of Samples are attached with Tender documents. However physical copies can be seen / examined in Printing Section in Library on any working day from 09:00 A.M to 05:00 PM.
3. **Detailed Rates are to be quoted as per given specifications** for the printing of publication in the Bill of quantities
4. **Eligibility of the bidders** (i). Should be a Registered as per existing norms from Government Department. (ii) Should have minimum three years of experience in printing of Publications with Govt. Department / PSUs etc., preferably government educational institutions. (iii) Should not have **been blacklisted by the Govt. Department / PSUs etc.** Declaration to this effect is to be submitted **through affidavit**.
5. The bid shall be accompanied with earnest money of Rs. 10,000/- in the shape of D.D in favour of the Registrar, **RGNUL Patiala** valid for three months. Tender received without earnest money or for lesser amounts will be summarily rejected. Earnest money will be forfeited if the bidder withdrew after submission of the bids or after opening of the tenders.
6. **Performance Bank Guarantee:** Within 5 working days from the date of allotment, successful bidder shall deliver to the Registrar, a Performance Bank Guarantee for an amount of Rs. 50,000/- in the shape of Bank guarantee / FDR duly pledged and discharged on the back side, in favour of the Registrar, **RGNUL Patiala** valid up to **1<sup>st</sup> June 2022**. The earnest money of successful bidder shall be released on receipt of Performance Bank Guarantee and signing the agreement. Failure to submit the performance bank guarantee within stipulated time period, the allotment shall be cancelled and earnest money shall be forfeited. The Performance Guarantee shall be released on completion of all printing jobs allotted to the bidder. The earnest money of unsuccessful bidders will be returned/released within 28 days of the end of bid validity period i.e. 90 days. The bid security of successful bidder will be discharged after the signing of agreement and furnishing of the required Performance security by the lowest bidder.
6. **Documents / Certificates required** For bidding, the firms are required to submit the following self-attested and duly rubber stamped (on each page) photocopies of the following documents relating to their printing press/ firm, failing which their bid will be summarily / out-rightly rejected and will not be considered any further: (a) Registration Certificate as per existing norms from Government Department; (b) Copy of GST/ TIN, Registration Certificates; (c) Copy of PAN/GIR Card; (d) Copies of Income Tax Returns filed for last 3 financial years (i.e. 2017-18, 2018-19 & 2019-20); (e) Balance Sheet of the last three financial years (i.e. 2017-18, 2018-19 & 2019-20); showing minimum turnover of **Rs. 10.00 lacs per annum**; (f) Proof of minimum 3 years' experience of printing work with Govt. Departments or PSUs etc, having similar kind of jobs of printing of journals/books etc. (g) Declaration regarding blacklisting or otherwise; and (h) DD of EMD as detailed above.
7. **Mode of Submission and last date for submission** Tender in a sealed envelope should be addressed to the **Registrar Rajiv Gandhi National University Of Law, Punjab at Patiala** and must reach on or before **06.11.2020, by 11:00 A.M** in the office of **University Engineer RGNUL**. Bid will be opened at 11:30 A.M on the same day in the office of University Engineer. Tenderers /Authorized representative of the Tenderers are allowed to be present during the opening of Tender.
8. **Rejection of incomplete and conditional tenders.** The incomplete and conditional tenders will be rejected.
9. **Non-acceptance of the tenders received after the last date:-** Tenders received after the closing date and time prescribed in the tender documents shall not be accepted under any circumstances.
10. Amendment of Bidding documents. Before the deadline for submission of bids, the RGNUL may modify the bidding documents by issuing addenda. To give prospective bidders reasonable time in which to take an

addendum into account in preparing their bids, the RGNUL may, at its discretion, extended as necessary the deadline for submission of bids and such extension shall be binding on all the Tenderers. In case of government holiday, the tenders will be opened on next working day.

11. **Non-transferability:** This tender is non-transferable.
12. **Allotted rates shall be valid up to one year from date of issue of 1<sup>st</sup> Job order.** Accordingly job orders could be issued from time to time up to one year from date of issue of 1<sup>st</sup> Job order. However, the period of contract can be extended further with mutual understanding of both the parties.
13. Termination of Contract **RGNUL** reserves the right to terminate the contract at any time without assigning any reason.
14. The services shall be in compliance with the specifications mentioned in bid documents and shall be of the best quality and high standards.
15. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is also liable to be rejected.
16. The Technical Committee constituted by the Vice- Chancellor **RGNUL** Patiala, shall have the right to verify the particulars furnished by the bidder independently.
17. Before quoting the rates, the tenderer shall take in to account all costs including all the taxes & cartage etc. for giving delivery of material at site i.e. **RGNUL** campus, Sidhuwal Patiala. In this regard no claim for extra payment for any reason shall be entertained later on.
18. The item should be delivered at **RGNUL** campus, Sidhuwal Patiala and the Printer shall be responsible for any damage during the transit of goods.
19. There should be no legal suit/criminal case pending or contemplated against the Agency/ Printer on grounds of moral turpitude or for violations of any of the laws in-force. Also, the firms should not have been Black Listed by any Govt. Department. **The Tenderer must enclose this declaration at the time of submission of bid.**
20. The supply should be made within the time frame mentioned in the Supply order. In case of any extension, prior approval of the office shall have to be taken. In case, the supply is not completed within the time limit, the supply order may be cancelled and performance security may be forfeited.
21. Payment shall be made only on actual delivery in good condition. No advance or part payment request shall be made / considered under any circumstances. **RGNUL** is not responsible for payment of transit insurance charges.
22. **All bidders shall give an undertaking that, they fully and unconditionally agree to abide by all the terms and conditions which, if needed, may be modified at the discretion of the Competent Authority, in supply order, for which confirmation from the Printer shall be taken.**
23. **Liquidated Damage Clause:** Time allowed for carrying out the job shall be essence of the contract and shall be strictly observed. It shall be reckoned from the date on which job order is issued to the printer. The **RGNUL** reserves all rights to accept or deny to extension of delivery period. If any time during the performance of the contract, the Printer encounters conditions hindering timely delivery of the goods, the printer shall promptly inform the **RGNUL** in writing the facts of the delay and the likely duration of the same. After receipt of Printer's communication, the **RGNUL** shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract. If the Printer fails to deliver the goods and /or perform the services within the contractual delivery period for reasons other than circumstances beyond Printer's control (which will be determined by the **RGNUL**) and the **RGNUL** extends the delivery period, the **RGNUL** will also deduct from the bill, as liquidated damages, a sum equivalent to 0.5% (half per cent) of job order's price for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (ten per cent) of the job order's price. Failure to execute the specific order; the printer shall pay Liquidated charges @ 10% (ten percent) of job order's price; otherwise the same will be deducted from other

dues of the printer or recovered from Performance guarantee. Further, during such delayed period of supply and /or performance, the Printer shall not be entitled to any increase in price and cost, whatsoever, on any ground. The letter to the Printer, with copies endorsed to other concerned extending the delivery period will be subject to the above conditions.

24. **Dispute Resolution Mechanism:** If any dispute or difference arises between the **RGNUL** and the Printer relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussions within 30 days, either the **RGNUL** or the Printer may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Vice- Chancellor **RGNUL** Patiala and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act 1996 corrected up to date. The venue of the arbitration shall be the place from where the contract is issued.
25. **At the time of awarding the contract, the RGNUL reserves the right to increase or decrease the quantity of goods and services as specified in the list of requirements, without any change in the unit price or other terms and conditions. Payment will be made for the actual work got done.**
26. **The offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.**
27. The original manuscripts along with their input materials such as photographs, graphs, illustrations, etc., are to be returned to this University after the completion of the work.
28. Affidavit attested by Executive Magistrate / Notary of not having been debarred/black-listed by any Govt./Semi Govt. Organization/Corporation at any stage. That, information being submitted is correct and true, and that any false information shall lead to disqualification at any stage and forfeiture of performance guarantee.
29. **Mode of Payment**  
Payment against Bill / Invoice shall be released only after supply of the items to the satisfaction of concerned branch. No interest will be payable on the delayed payments. Payment will be made directly to the Printer's bank account through e-payment only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

## BILL OF QUANTITIES

S. No.	Name / Description of Printing Work	Appx Qty	Time schedule	Appx. Qty for January	Rate / amount to be quoted for one job	Rate Per page $\pm$ 10 pages.
1	<b>RGNUL Law Review:-</b> B/W 80 gsm maplitho paper & title pages (Front & back) in multicolour on 300 gsm imported Art Card sheet with binding. <b>Appx pages 170</b>	02 issues 400 copies each	January & July	400		
2	<b>RGNUL Journal of Social Sciences:-</b> B/W 80 gsm maplitho paper & title pages (Front & back) in multicolour on 300 gsm imported Art Card sheet with binding. <b>Appx pages 300</b>	01 issues of 100 copies each	July	100		
3	<b>CASHIR Journal of Human Rights Practice:-</b> Review:- B/W 80 gsm maplitho paper & title pages (Front & back) in multicolour on 300 gsm imported Art Card sheet with binding. <b>Appx pages 150</b>	02 issues 100 copies each	January & July	100		
4	<b>Books (hard bound):-</b> 70 gsm size 14X21.6cm maplitho paper with hard bond title in multicolour complete. 70 gsm size 14X21.6cm maplitho paper with hard bond title in multicolour complete <b>Appx pages 214</b>	01 No. 100 copies	As & when required	100		
	<b>TOTAL</b>					

(Signature & Name of the  
authorized signatory, with seal  
of agency and contact number)

## SCHEDULE OF PRINTING

(a)	Period for supply of soft copy of printing material by RGNUL: 10 days from the job order.
(b)	Time period for preparation of soft/hard copy of printing material by printer: 15 days from receipt of matter from RGNUL
(c)	Checking period for proof by RGNUL: 15 days from receipt of proof from printer
(d)	Return of proof to printing; showing errors/mistakes for removal: 7 days from submission of proof by the printer.

(e)	Submission of second proof by printer after removal of errors/mistakes: 7 days from receipt of corrected material from RGNUL
(f)	Correction/amendment by printer noticed in second proof: 7 days from (e) above.
(g)	Submission of final proof by editors/authors: 3 working days from (f) above
(h)	Supply of material complete in all respect: Maximum 30 days from return of final proof (g) above

**Note:-**

1. Scanned copies of Samples are attached with Tender documents. However physical copies can be seen / examined in Printing Section in Library on any working day from 09:00 A.M to 05:00 PM.
2. Job order for each item will be issued from time to time as & when required.
3. Quoted rates shall be inclusive of all taxes & duties and **valid up to one year from the date of issue of 1<sup>st</sup> Job order.**

**(Signature & Name of the authorized signatory, with seal of agency and contact number)**



## AGREEMENT

This Agreement made this .....day of.....between  
..... (Hereinafter called the "Firm" of the first part and Rajiv  
Gandhi National University of Law, Punjab, Patiala through the Registrar (hereinafter called "The  
University") of the other part.

Whereas the Firm has offered for the work of "**Printing of RGNUL Law Review, RGNUL Journal  
of Social Sciences, CASHIR Journal of Human Rights Practice, and Book etc. for RGNUL Sidhuwal,  
Patiala.**" and the University has accepted his tendered offer for the execution of afore mentioned work.  
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are  
respectively assigned to them as per the general conditions of contract enclosed herewith.
2. The following documents shall be deemed to form and be construed as part of this  
Agreement:
  - (i) The "NOTICE INVITING TENDER" AND "INSTRUCTIONS TO TENDERERS"  
enclosed as ANNEXURE - with this agreement.
3. The work will be executed strictly according to specifications and sample and the schedule of  
items of work as per quantities specified therein at the accepted rates.
4. All correspondence and modifications, if any and acceptance letter will from part of this  
agreement.
5. The University hereby covenants to pay the Firm, in consideration of completion of works, the  
price in the manner as specified in this Agreement.

IN WITNESS THEREOF THE PARTIES HERE TO SET THEIR RESPECTIVE HANDS AND  
SEALS ON THE DAY AND YEAR MENTIONED ABOVE IN THE PRESENCE OF  
WITNESSES AS UNDER:

Signed sealed and Delivered by ..... in the  
capacity Of

**Signature of the authorized official of the  
Press/Firm with seal**

Name :

Address:

**Signature of the authorized official  
RGNUL with Seal**

Name :

Address :

**In presence of (Name and address of the Witness)**

<b>Witness no 1</b>	<b>Witness no 2</b>
<b>Witness no 2</b>	<b>Witness no 2</b>

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## **RGNUL Social Sciences Review**



**RAJIV GANDHI NATIONAL UNIVERSITY OF LAW, PUNJAB**

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**RAJIV GANDHI NATIONAL UNIVERSITY OF LAW, PUNJAB**  
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# **ROLE OF INTELLECTUAL PROPERTY RIGHTS IN A GLOBAL ECONOMY: CHALLENGES & ISSUES**



**RAJIV GANDHI NATIONAL UNIVERSITY OF LAW, PUNJAB**

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