



Sardar Patel Institute of Economic and Social Research (SPIESR), Thaltej Road, Ahmedabad-54.

**Inviting Quotations for printing Anvesak two issues Vol.54 No.1 & 2  
(June issue and December issue 2024)**

The Institute invites quotations from vendors for printing Anvesak (a bi-annual journal of the Institute in English). Vendors are requested to send the quotations in closed envelope, inscribing "QUOTATIONS FOR ANVESAK (2024)" on the top of it.

**Terms and Conditions:**

**1. Duration of the work order:**

The duration of the work shall be **Three (3) Months** from date of issuance of work order to vendor.

This shall be in force for the period stipulated in the work order, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the vendor will not have any right either contractual or equitable to demand any fresh work order for another term or to continue the same in preference to anyone else.

**2. Validity of Quotation:**

The quotation submitted by the vendor shall remain valid for a period of **Six (6) Months** from the date of opening of the same. During this period, the vendor shall not be entitled to revoke or vary the content of the quotation or any term thereof. In case of making any variation subsequent to submission of quotation at their own, the offer shall be treated as "**REJECTED**" and the vendor shall be suspended from being eligible for submitting afresh without any reference to the vendor. The vendor shall be suspended from being eligible to quote if the vendor prematurely withdraws his quote or the successful vendor fails to take up the Work or fails to adhere to the performance guarantee.

**3. Payment Terms:**

Payment will be made based on the certification of SPIESR Officials. No Advance Payment will be made. Payment will be made within 30 working days after satisfactory completion of the work and submission of the invoice by the vendor.

Payment will be made by cheque after deducting the TDS as applicable.

**4. Taxes, Labour laws and other regulations:**

The vendor/service provider will be exclusively responsible to meet and comply with all legal requirements related to the service.

**5. Safety and Security:**

Vendor shall abide by the safety code provisions, EHS provisions as per safety code framed from time to time by the government/statutory authorities.

**6. Confidentiality**

Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

- (a) is or becomes public other than through a breach of this Agreement,
- (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- (c) was known to the recipient at the time of disclosure or is thereafter created independently,
- (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
- (e) must be disclosed under applicable law, legal process or professional regulations.

**7. Termination:**

**1.01. Termination due to vendor's Default**

If the vendor is in default under any of the provisions of this Agreement including but not limited to:

- a. failure to proceed with all or any part of the agreement or work with due diligence,
- b. failure to execute all or any part of the Agreement or to perform any other obligations in accordance with the Agreement.
- c. refusal or neglect to make good defective Work or after being instructed to do so by SPIESR.
- d. delay in executing the work order such that Liquidated Damages are due under the terms of the Agreement.
- f. abandoning the work order.
- g. assigning or subletting any part of the Scope of Work without the prior written approval of SPIESR.
- h. failure to comply with any Applicable Law.

**1.02. Termination for Convenience**

SPIESR may, at its opinion, terminate for convenience the agreed Scope of Work in whole or in part, at any time by written notice to vendor. Such notice shall specify the extent to which the performance of Work is terminated and the effective date of such termination. Upon receipt of such notice, vendor shall immediately discontinue the agreed Scope of Work on the effective date or date of receipt of notice from SPIESR, whichever is the latest and to the extent specified in the notice and place no further orders or sub-Contracts for services, other than as may be required for completion of such portion of the Scope of Work that is not terminated.

Upon any such termination for convenience, SPIESR shall have no liability towards vendor for any damages, including loss of anticipated profits. As its sole right and remedy, vendor shall be paid for

- a) The Work, which has been satisfactorily performed till date of such term termination. The vendor shall have the responsibility to submit the Scope of Work that had carried out prior to the termination date with sufficient documentation within 7 days from date of the receipt of the termination notice. All such Scope of Work shall be properly protected and handed over to SPIESR.
- b) All amounts due and not previously paid to vendor for Scope of Work completed in accordance with the work order prior to such notice of termination, and for Work thereafter completed as specified in such notice.

The termination of the work order shall not relieve the vendor of any continuing rights, obligations, and liabilities under the work order.

### **1.03. Termination without cause:**

Notwithstanding any of the above terms, this work order can be terminated by SPIESR without assigning any reason by giving the other party fifteen (15) days written notice of termination.

The termination of the work order shall not relieve the vendor of any continuing rights, obligations, and liabilities under the work order.

Further, after termination of work order the work done by the vendor up to the date of cancellation of work order will remain the property of SPIESR and the vendor cannot claim his right on the same.

## **8. Conflict of Interest among vendors/agents:**

### **1.04. Conflict of Interest is defined as:**

Participation by a vendor (i.e. bidding firm/vendor's sub-vendors/sister concern companies or any of its affiliates) that are either involved in the work/services to which this agreement is linked; or if they are part of more than one bid in the tendering process; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity (i.e. SPIESR) who are directly or indirectly related to tendering process or execution process of tender; or improper use of information obtained by the (prospective) vendor from the Procuring Entity with an intent to gain unfair advantage in the tendering process or for personal gain or in any other ways.

### **1.05. Conditions & remedies for conflict of interest:**

- (1) The vendor will take all appropriate steps to ensure that bidding firm/vendor's sub-vendors/sister concern companies are not in a position where there is or may be a conflict between the financial or personal interests of the bidding firm/vendor's sub-vendors/sister concern companies and Procuring Entity where both are providing the Services to the SPIESR.
- (2) Any breach of this Clause will result in cancellation eligibility for tendering.
- (3) A conflict of interest may arise in situations including but not limited to where a member of the vendor i.e., bidding firm/vendor's sub-vendors/sister concern companies or any of its affiliates:
  - is related to someone with SPIESR who both form part of the same team performing the work/services under the respective tender.
  - has a business interest with SPIESR & their subsidiaries who part of the same team is performing the work/services under the respective tender.
  - has been provided with, or had access to, information which would give the vendor i.e., bidding firm/vendor's sub-vendors/sister concern companies or any of its affiliates an unfair advantage in a further competition procedure.
- (4) Where the vendor identifies a risk of a conflict or potential conflict, they will (at the time of bidding) inform the SPIESR officials of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the SPIESR as soon as possible during the bidding process. On receiving this notification, the SPIESR will, at its sole discretion, notify the vendor if the mitigation arrangements are acceptable or whether the risk or conflict remains a Breach.
- (5) The SPIESR reserves the right to terminate the vendor from tending process immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the SPIESR, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the vendor and the duties owed to the SPIESR under the provisions of the Agreement. The actions of the SPIESR pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the SPIESR. The rights and remedies provided in this clause will supersede any rights and remedies provided under any other Article in this tender, in which matter the decision of SPIESR official shall be final.

## **9. Dispute Resolution:**

If any dispute, difference, controversies or claims of any kind whatsoever shall arise between SPIESR and the successful vendor, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies, or claims by referring it to the Director of SPIESR.

If SPIESR and successful vendor fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy, or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed mutually having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both the parties. Arbitration shall be held in Ahmedabad, Gujarat, India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award shall be entered in the courts at Ahmedabad and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and

expenses of the arbitration shall be borne equally by both the parties. The courts in Ahmedabad shall have the exclusive jurisdiction.

**10. Assignment and sub-contracting:**

The successful vendor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful vendor shall be able to do it with approval of the SPIESR officials. However, the job shall be sublet only to the party approved by SPIESR officials.

**11. Authorization:**

Vendor signing or any documents forming part of the work order on behalf of the vendor shall be deemed to warranty that he has authority to bind the vendor. If subsequently comes to light that the person so signed had no authority to do so, SPIESR may, without prejudice to any other civil & criminal remedies cancel the work order and hold the vendor liable for all costs, charges and damages.

**12. Conditional Bids: Not Accepted**

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

**13. Force Majeure:**

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including but not limited to delays due to floods, fires, accidents, earthquakes, pandemic, epidemic, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. However, there will not be any additional cost implications towards SPIESR for such a delay in performance, and the successful vendor agrees to complete the scope of service & meet his obligations under contract for the cost agreed in work order.

**14. Escalation / De-Escalation of Rates: Not applicable.**

Prices/Rates quoted by the vendor first will be firm during the entire duration of contract and extension (if any).

**15. Interpretation:**

The Special conditions of Contract shall be read in conjunction with all other documents forming of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

**16. Contract Agreement:**

IF REQUIRED BY SPIESR, the successful vendor must execute a contract Agreement with SPIESR on the non-judicial stamp paper of Rs.300/- (Rupees Three hundred only). The cost of stamp paper shall be borne by the successful vendor. SPIESR reserves the right to amend the terms & conditions of contract after Mutual discussions and shall only be in writing.

**17. Compliance with SPIESR's rules and regulations:**

The vendor shall comply with all norms stipulated by the SPIESR such as Gate Passes, etc.

**18. Liquidated damage:**

In case of failure of the vendor to complete the work in scheduled time period from the date of issuance of the work order, a penalty @1% of work order amount per week delay, maximum up to 5% of work order amount. The amount shall be either deducted from the bills of the vendor. SPIESR shall have the right to deduct the penalty from the bills or any other amount payable to the vendor in such a manner as the owner deems fit. After 5 weeks of delay, SPIESR shall have absolute right to terminate the contract with the vendor and get the work completed through some other vendor, at the cost of such first mentioned vendor. In case of unanticipated/unforeseen delay because of the Institute's action, the Institute and the vendor may mutually agree to the period of delay and for the said period, liquidity damage clause will not be applicable.

**19. Jurisdiction:**

In case of any dispute the legal proceedings shall be held in Ahmedabad, Gujarat, India and the legal proceedings shall be conducted in the English language.

**20. Prices/taxes duties:**

The vendor should quote firm prices/ rates inclusive of all Taxes /Duties, and all other expenditure required to be incurred by him/her for providing required work during the contract period as indicated under the work order tender and after wards no variation on any account unless otherwise specifically mentioned will be allowed.

**Specifications:**

Copies	250
Size	17.5 x 23.5 cms
Pages	116 pages in single colour + 4 title four-color Pages. Rate for +/- 4 pages for the next issue
Paper	Cover pages: 300 GSM Sinar Matt
Inside pages:	single color on 100 GSM Sunshine Super Printing
Post-press	Binding: Section sewing with Perfect binding Gloss Lamination

**Provide us a sample copy printed on the above mentioned paper (with binding as mentioned in quotation) for quality approval prior to the production of the final output.**

For further information/clarifications regarding the job, please contact the Publication section of the Institute. Also, see the detailed terms and conditions given above.

The quotation should reach the office on or before 22 June, 2024.