# भारतसरकार / Government of India केंद्रीयसंचार ब्यूरो / Central Bureau of Communication सूचना एवं प्रसारण मंत्रालय / Ministry of Information & Broadcasting

# प्रादेशिक कार्यालय, **कोलकाता** Regional Office (West Bengal, South), Kolkata \*\*\*\*

e-mail- ro.kolkota.dfp@nic.in/cbckolkata64@gmail.com

CGO Complex, Salt Lake, Kolkata-700064/25.07.25

# **REQUEST FOR PROPOSAL/ TENDER DOCUMENT**

# Subject: Invitation of Bids forempanelment of agencies for organizing ICOPs on flagship <u>programs of</u> <u>Government of India</u>

The Central Bureau of Communication (CBC), under the Ministry of Information and Broadcasting, Government of India, invites proposals from reputed Multimedia Agencies for empanelment to organize and manage multimedia exhibitions/ICOPs on flagship programs of Government of India, of three different scales Big, Medium and Small across multiple locations in West Bengal, South districts. The empanelment will be valid for a period of one year or until completion of the assigned exhibitions, whichever is earlier.

- 1) The RFP Document containing the details of eligibility criteria, submission requirement, brief objectives & Scope of work and method of evaluation etc. is enclosed.
- 2) The RFP is also available on our website cbcindia.gov.in&https://cbcindia.gov.in/
- 3) You may submit your bid in sealed envelope in prescribed format to the undersigned latest by 4<sup>th</sup> August, 2025 (on or before 5.00 PM) in favour of undersigned at the above address.
- 4) Queries/clarifications, if any, may be referred in writing to the officer mentioned above on ro.kolkota.dfp@nic.in or may be contacted on telephone on 033-23219444/033-23349341 (during office hours) till 1st August, 2025.
- 5) This empanelment does not guarantee the award of work, and CBC reserves the right to accept or reject any proposal without assigning reasons. The selected agencies will be engaged based on need, capacity, and demonstrated performance in line with CBC's mission of effective government communication. The total number of ICOP may increase or decrease as per need or capacity.

(S.K.Naskar) Administrative Officer CBC, RO, Kolkata

The Director (Shri Nitesh Jha), CBC, New Delhi No. संख्या- CBC/Kol/Prog/2025-26/-Prog./

/dtd.25.07.25

Copy to ADG, Region for information please.

# **REQUEST FOR PROPOSAL/ TENDER DOCUMENT**

# Subject: Invitation of Bids for empanelment of agencies for organizing exhibitions on flagshipPrograms of Government of India

- 1. Bids (Technical & Financial) in separate sealed covers are invited from Agencies for design andmounting of multimedia exhibition, on turn-key basis on the Flagship programs of Government of India with special focus on Vision for 2047, Mission Life, Jal Jeevan Mission, PM Surya Ghar Muft Bijli Yojana, Gati Shakti and other flagship schemes of GOI. of three different scales across multiple locations in West Bengal-South districts. The details regarding the schemes to be focused in the exhibition are available at Annexure V. Detailed scope of Work is mentioned in Part-II of this RFP. Please superscribe the above-mentioned Title, RFPnumber and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid. The bids -technical and financial bids should be submitted in separate sealed envelopes along with the soft copy of the technical bid in CD/pen drive. All the envelopes should be enclosed in another sealed envelope superscribed with the RFP number and due date.
- 2. Pre-Qualification/Eligibility Criteria for Applying

S.No.	Pre-Qualification/Eligibility Criteria	Documents required in
		support of claim
1.	The applicant should be a Firm/Company/LP/	Copy of Certificate of
	Partnership/Proprietorship Firm/Society, duly	incorporation and Partnership
	registered under the relevant laws	Deed etc. as applicable
2.	The average turnover should be at least Rs. 50 lakh in	ITR /Audited Balance Sheets
	the three financial years of the last 3 years.	of last 3 assessment years
		with CA Certificate stating the
		net worth and Turn Over of
		the organization for each
		year.
3.	The bidder must have executed at least 5 exhibitions /	Copy of Original Contract
	events in the last 1 year, for each of which atleast one	along with Work
	work order amount was greater than Rs. 10 lakhs	Order/Completion Certificate
4.	The applicant should not have been ever blacklisted by	(Submit a declaration/
	any government department/organization/body	affidavit attested by first
		class executive magistrate
5.	The bidder must have a functional and verifiable	Valid proof of office address
	registered office located in the West Bengal-North	such as Rent Agreement /
	Region	Property Ownership Document
		/ Utility Bill (Electricity /
		Water / Telephone) /
6.	Additional Documents required	PAN Number, GST Number,
		Bank Branch address with e-
		payment Account details

Note: The applicant should also provide complete contact details such as name and address of the company, name of the authorized signatory, mobile number, landline number, email id on the letter head.

3. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Sh. S.K.Naskar, Administrative Officer, CBC, RO Kolkata
b.	Postal address for sending the Bids	CGO Complex, 1 & 2 Floor,
		Salt Lake, Kolkata-700064
c.	Name/designation of the contact personnel	Sh. S.K.Naskar, Administrative
		Officer, CBC, RO Kolkata
d.	Telephone number of the contact personnel	033-23219444/033-23349341
e.	e-mail ids of contact personnel	ro.kolkota.dfp@nic.in

4. This RFP is divided into five parts as follows:

Part I: Contains General Information and instructions for the Bidders about the RFP such as the time, EMD, place of submission and opening of tenders, validity period of tender, etc.

Part II: Contains essential details of creative brief, services required, scope of works, list of deliverables.

Part III: Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder.

Part IV: Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

Part V: Contains Evaluation Criteria and Format for Price Bids.

5. This RFP is being issued with no financial commitment and CBC, Kolkata reserves the right to change or vary any part thereof at any stage. CBC, Kolkata also reserves the right to withdraw the RFP at any stage.

### Part I - General Information

# 1. Eligibility Criteria brief

Bidder must meet the following minimum eligibility criteria

(a). The bidder should be a registered legal entity (Proprietorship/ partnership firm/ private Limitedcompany/ public limited company) with at least 3 years of registration.

Bidder to have a proven track record of successfully organizing exhibitions/ events or of similar scale and nature. Preference will be given for prior working/empanelment with government organizations or large corporations.

- (b) The bidder should have a minimum average annual turnover of 50 lakhs during last 3 financial years (FY- 2022 to 2025) attach relevant documents
- (c) The bidder should not have been blacklisted by any governmental organization or public sector undertaking in the past(Submit a declaration/ affidavit attested by first call executive magistrate) along with bid.
- **2. Submission Of Bids**: Interested bidders are required to submit their proposals in two separate sealed envelopes,
  - (a) Envelope 01, Technical bid:-This envelope should contain all the necessary documents to demonstrate the bidder's eligibility and Technical capabilities, including, cover letter, organization profile, and experience details i.e details of similar projects undertaken with supporting documents, work orders, completion certificates etc.

    Financial statements (ITRs, Audit Balance sheets & profit & Loss Accounts statements), copies of
    - Financial statements (ITRs, Audit Balance sheets & profit & Loss Accounts statements), copies of registration certificate, Pan Card, GST registration etc. details of key persons with their qualifications and experiences, Bank Branch address with e-payment Account etc. with complete postal & e-mail address of their office and the mobile/ landline number on which the Agency can be contacted. A detailed Technical Proposal outlining the bidder's competence/ understanding of the project, proposed approach, methodology, conceptual frame work for exhibition and initial ideas for display and designing of the content as per scope of work and requirements/ any other document requested at the time of representation of technical bid or later on.
  - **(b)** Envelope 02: -Financial Bid: -This envelope should contain the detailed financial proposal clearly indicating all cost associated with Scope of work. The financial bid should be quoted in Indian Rupees (INR) only inclusive of all taxes and duties.

#### (c)Table 2(c)

SNo.	Description of Goods or Services or Rentals.	Unit	Type of Exhibition Big, Medium or Small Scale	Rates (INR)
1.	Professional fees (Conceptualization, Design, Management) as per Scope of work.			(The rate should be for one such exhibition only)

2.	Content Development, Print, Electronic / Digital(Specific type & Rates) as per Scope of work.		
3.	Fabrication & Installation (Type of printing material/ per sq Ft cost) as per Scope of work.		
4.	Multimedia Hardwares( Specification&Rental cost per day) as per Scope of work		
5.	Logistics & Transportations, as per Scope of work&Annexure( VII)		
6.	Manpower (Per Day) as per Scope of work		
7.	Contingencies ( Participants& VVIP Hospitality & Protocol / befitted arrangements ) as per Scope of work		
8.	Miscellaneous		
9.	Sub Total (A)		
10.	Applicable Taxes (B)		
11.	Total cost of Big/Medium or Small Scale Exhibition (A+B)		

- Note: Bidder Should provide a detailed Breakdown of the costs, itinerary wise as per the Scope of work& Q sheet (attached as Annexure VII) for each component under above mention categories in {Table 2(c)} along with the financial bid
- Agencies may submit three different financial& technical bids one for large exhibition (single exhibition only), one for medium exhibition (single exhibition only) and one for small exhibition (Single exhibition only)
- Undersigned reserves the right to negotiate the prices before empanelment.
- 3. Both envelopes should clearly be marked with the Tender/ RPF Number, date, type of bid Technical or Financial, Name of the bidder and should be placed in a single sealed outer envelope, addressed to the Administrative Officer, Central Bureau of Communication, Regional office, Kolkata. Address for submission is:-
  - CGO COMPLEX, SALT LAKE, 1 & 2 FLOOR, KOLKATA-700064 West Bengal (By hand) under proper receipt and receiving.
- 4. Bids through registered post should reach this office by the due date and time. Late tenders 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. Only those bids which are submitted/ received to the mentioned address within due date and time will be opened.
- **5.** Last date and time for submitting the Technical & Financial Bids: Date: 4<sup>th</sup> August, 2025 on or before 5:00 p.m. The sealed Bids should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- **6.** Language of bids: -The Bids should be submitted in Bengali/English/Hindi only.

- **7. Date of opening of Technical bids by the committee:** (If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the CBC, Kolkata.) The technical bids will be opened on Date 5<sup>th</sup> August, 2025 at 11:00 A.M. Only bidders who qualify in the technical round will be eligible for the financial bids.
- 8. Place of opening the Bids & Presentation: CGO COMPLEX, SALT LAKE, 1 & 2 FLOOR, KOLKATA-700064 West Bengal The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The eligible agencies will be decided based on the qualification documents and all the qualified will be allotted time slot on 6<sup>th</sup> and 7<sup>th</sup> August, 2025 for Technical presentation in the same venue. Presentation should dwell on how the agency will be executing the project. The Bidders will have to come prepared for the Technical presentation on the mentioned date. This event will not be postponed due to non-presence of representative of any Bidder.
- 9. Forwarding of Bids: Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing all details/documents as mentioned in point 2 (qualifying criterion) of page 1 like PAN Number, GST Number, Bank Branch address with e-payment Account etc. with complete postal& e-mail address of their office and the mobile number on which the Agency can be contacted.
- 10. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to ro.kolkota.dfp@nic.in referring the RFP title, number and date, not later than 2 days prior to the last date of submission of the Technical Bids. Copy of the queries and clarification will be posted on our website www.cbcindia.gov.in/outreachactivities/Kolkata/ for information of all prospective bidders.
- 11. Modification and Withdrawal of Bids: A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by CBC, Kolkata prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach CBC, Kolkata not later than the deadline for submission of bids. No bid shall be modifiedafter the deadline for submission of bids. No bid may be withdrawn in the interval 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.
- **12.** Maximum amount that can be quoted for ICOPs/Exhibitions (all amounts are inclusive of GST andother taxes):
  - A) For Big scale ICOPs/multimedia exhibitions the quoted amount cannot exceed Rs. 15,50,000/-
  - B) For Medium scale ICOP/multimedia exhibition the quoted amount cannot exceed Rs. 6,00,000/-
  - C) For Small Scale ICOP / Digital Photo Exhibition the quoted amount cannot exceed Rs. 2,50,000/- The financial bids quoting more than the said amounts will be rejected.
- **13.** Clarification regarding contents of the Bids: During evaluation and comparison of bids, CBC,Kolkata may, at its discretion, ask the bidder for clarification of his/her bid. The request for clarification willbe given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

  No post-bid clarification on the initiative of the bidder will be entertained.

- 14. Predatory Pricing/Abnormally Low Bids: If the financial bid appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price, CBC, Kolkata may, in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analysis, CBC, Kolkata determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, CBC Kolkata may reject the bid/proposal.
- **15. Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tendercorrection may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**
- **16.** Validity of Bids: The Bids should remain valid for a period of one year from the last date of submission of the Bids.
- 17. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 4,00,000/- (Rupees Four Lakh) only along with their bids.. The EMD may be submitted in the form of an Account Payee Demand Draft / Banker's Cheque in favour of Drawing and Disbursing Officer, CBC, Kolkata etc. 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 forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final 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 Guarantee from them as called for in the contract. 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.
- 18. EMD Exemption: Agencies that furnish an MSME certificate (Udyog Aadhaar Memorandum) and Startups (DPIIT Startup Recognition Certificate) with their bids shall be exempted from the payment of EMD as per the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012
- 19. Two bid system: It is a two-bid system. The proposal of the Agencies, who meet eligibility criterion, will be evaluated based on their technical presentation. Date of opening of financial/price bid is Date: 8<sup>th</sup> August, 2025 at 11:00 A.M in the above mentioned address. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by CBC, Kolkata.
- **20. Preparation of Proposal**: The Respondent shall comply with the following related information during preparation of the proposal
  - a. The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
  - b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
  - c. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.

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#### Part II - Essential Details of Services Required

#### 1. Creative Brief

a) Aim & Objective: The Government of India has launched several flagship programmes aimed at objectives like Socio-economic development, infrastructural growth, skill development etc. To create awareness, disseminate information, and showcase the achievements and impact of these programmes to wider audience, Central Bureau of Communication (CBC), WB-North, Ministry of Information & Broadcasting, Government of India is a nodal agency of Union Govt. and intends to organize comprehensive and impactful events with positive feedbacks on flagship programs of Government of India (Annexure V). the Request for proposal (RPF)/ Tender invites bids from experienced & capable agencies for end-to-endplanning, Management & Execution, on turnkey on "The Flagship programs with special focus on Vision for Viksit Bharat Snakalp 2047, Mission Life, Jal Jeevan Mission, PM Surya Ghar Muft Bijli Yojana, Gati Shakti and other flagship schemes of GOI. There are 37Number of Exhibitions in total and they have been categorized into Large Scale Multimedia digital exhibitions, Medium Scale and small-scale and Mini scale exhibitions. The exhibitions are proposed to be organized during current financial year 2025-26. The list of locations for all the type of exhibition is at Annexure VI-. The cities/towns may change if the condition so demands. All the exhibits are intended to be in Bengali/Hindi. The selected agency must design, fabricate, install and run the exhibition during the proposed time period on turn-key basis. Details as regarding tentative schedule for the exhibitions / ICOPs (Sept2025 to March 2026) will be provided to the selected agency at the time of awarding of contract.

**b)** Target Audience: The target audience will be general public, Youth, Students, women, farmers etc. & who will visit the venue of exhibition.

# 2. Scope of Works (Overview) :- The selected agency will be responsible for the following key activities:

- 2.1 <u>Conceptualization and thematic development</u>: -Develop a compelling and engaging layout on the theme provided by CBC, RO Kolkata, that effectively showcase the Govt. Scheme, defining the key message.
- 2.2 <u>Concept/ layout Note</u>:-Prepare a detailed concept note for approval from Head of Office, outlining the overall vision, approach and highlights of each exhibition
- 2.3 <u>Content creation &development</u>: Collaborate with relevant govt. departments/ agencies to gather information, content and materials related to Govt sponsored schemes

  Develop engaging content formats, including text panels, visuals, videos, interactive multimedia Displays and presentations.

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- 2.4 <u>Branding & Communication strategy</u>: Develop a comprehensive branding Strategy for CBC, Kolkata and communication strategy to promote the Exhibition.
  - Manage Media relations; Planning of Pre and post event Media interactions/ Media Interactions, for maximum outreach
- 2.5 <u>Visitor & logistic managements</u>: Manage onsite visitor assistance and sufficient staff for crowd management. Arrangement for transportation, implementing overall necessary security measures to ensure the safety of attendees and departmental assets.
- 2.6 **Post-Event Activities:** Dismantle and removal of exhibition infrastructure.
  - Preparation and submission of comprehensive event report, including visitor's statistics, media coverage, feedback of opinion leaders & their analysis and recommendations for future events.
  - Arrangements for a review meeting with local Administration& Media.
- 2.7 For Big ICOPs / multi-media exhibitions for 5 Days + 2 Days pre-Event Engagement activities (Total 07 Days) at given locations in any location of the state mentioned above.

#### A. The detailed scope of the work as per scale of exhibitions is as follows:

- a) For large scale multi-media exhibitions/ICOPs (Big) at 1 locations: Ideation, conceptualization, research, scripting, layout and designing and mounting the exhibition on turn-key basis. The duration of the exhibition will be for 5 days and 2 days of pre event engagement activities. This design and execution must include the following items:
  - Engaging subject experts who have experience on development communication for research, scripting and content development in Bengali/English/Hindi.
  - Creative designs to display and showcase the flagship schemes of government of India and success stories
  - Backlit translit- static display panels
  - Fabrication of display aids
  - Selfie Corners (at least 2 in number) with innovative ideas- linkage with social media
  - Organizing online quiz competition at the venue based on Vision for 2047, Mission Life,
     Jal Jeevan Mission, PM Surya Ghar Muft Bijli Yojana, Gati Shakti and other flagship schemes of GOI with digital certificate to the participants.
  - Artistic gates(2 in number) with artwork, logos, mural, highlighting the theme & name of Departments in Bengali & Hindi
  - Innovative digital means of displaying panels- The TV screens (8 in number)should be placed in such a manner that it gets masked within the panel (two of the 8 TV screens should be 65 inches and the remaining six should be of 43 or 55 inches), and any other gadget in an innovative manner that engages the audience including AR/VR
  - Provision for screening of films on large plasma/LED wall screens and interactive exhibits duly voiced over to be audible with headphone and sound showers

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- Designing of an entrance lobby in an innovative form to showcase the idea of Naya Bharat Sashakt Bharat/India at 2047.
- Innovative and interactive games and for engagement of audience (At least 3 number each day)
- Landscaping inside exhibition hall.
- Creation of #tag and innovative ways to make the same trend in Creation of virtual community for interaction/exchange of ideas during and after exhibition
- Compilation of 3minute video capsule (to be given to CBC, Kolkata within 7 days of completion of exhibition).
- The deliverables of the interactive personal experience may not be limited to the above mentioned. The bidder may suggest more innovative ideas.
- Minimum 25 people snacks/lunch arrangement for the VIP/Guest on all days of Exhibition
- Light refreshment for 500 participants on each day of Exhibition
- Design should be submitted 10 days prior to event date.

# b) For Medium Scale exhibitions/ICOPs at 6 locations (Proposed): (on turnkey basis). The duration of the exhibition will be for 3 days and 2 days pre-event engagement activities

- Engaging subject experts who have experience on development communication for research, scripting and content development in Bengali/English/Hindi.
- Creative designs for display showcasing the flagship schemes of government of India and success stories
- Fabrication of display aids- interesting backdrop (static/dynamic)
- Selfie Corners with innovative ideas with online linkage (at least 2 in number)
- Organizing online quiz competition at the venue based on themes such as Vision for 2047, Mission Life, Jal Jeevan Mission, PM Surya Ghar Muft Bijli Yojana, Gati Shakti and other flagship schemes of GOI with digital certificate to the participants.
- Backlit translit- rotating and static
- Designing of an appropriate fascia
- Innovative digital means of displaying panels- The TV screens (6 in number) should be
  placed in such a manner that it gets masked within the panel and any other gadget in an
  innovative manner that engages the audience including AR/VR
- Provision for screening of films on large plasma/LED wall screens and interactive exhibits duly voiced over to be audible with headphone and sound showers
- Innovative and interactive games for engagement of audience(at least 2 in numbers)
- Creation of #tag and innovative ways to make the same trend
- Creation of virtual community for interaction/exchange of ideas during and after exhibition
- Decoration of the whole venue befitting the occasion

- The deliverables of the interactive personal experience may not be limited to the above mentioned. The bidder may suggest more innovative ideas
- Minimum 25 people snacks arrangement for the VIP/Guest on each day of Exhibition.

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- Light refreshment for 250 participants on each day of Exhibition
- Design should be submitted 10 days prior to event date.
- c) For Small Scale exhibitions/ICOP at 10 locations (Proposed): (on turnkey basis) The duration of the exhibition will be for 3 days with 1 day for pre-event engagement activities.
  - Engaging subject experts who have experience on development communication for research, scripting and content development in Bengali /English/Hindi.
  - Creative designs for display showcasing the flagship schemes of government of India and success stories
  - Fabrication of display aids- interesting backdrop (static/dynamic)
  - Selfie Corners with innovative ideas with online linkage (at least 2 in number)
  - Innovative digital means of displaying panels- The TV screens (4 in number)should be
    placed in such a manner that it gets masked within the panel and any other gadget in an
    innovative manner that engages the audience includingAR/VR
  - Decoration of the whole venue befitting the occasion
  - The deliverables of the interactive personal experience may not be limited to theabove mentioned. The bidder may suggest more innovative ideas
  - Minimum 10 people snacks arrangement for the VIP/Guest on each day of Exhibition.
  - Light refreshment for 200 participants on each day of Exhibition
  - Design should be submitted 10 days prior to event date.

### **B.Exhibition Infrastructure**:

- a) For Large Scale multi-media digital exhibitions at 1 Locations.
  - German aluminum Hanger Structure to be set up in an open area around 3000 square feet with wooden platform.

- Another Pandal (2500 square feet) and a separate Stage (with Truss structure 40 X 20 ft) with stage of size 32 X 20 ft X 4 ft and LED Wall backdrop (8x12 sq. feet; P4 quality) for film shows/ publicity clippings, cultural activities, performances and public function with seating capacity of around 500 people (500 chairs with white cover including 100 banquet chairs with white cover) and Seven sofas/VIP chairs along with all sound, light and other required support. It should also have a separate enclosure (12 X 12 ft) with three 2 seater sofas and 2 center table). Throughout the exhibition period, 7 VIP chairs and two center tables on the stage would be required.
- Sound and lighting arrangements for venue including the stage with power supply. Podium with 1 podium mike, 8 mikes to be used with musical instrument/singer with stand (musical instrument are not to be provided by the agency), 2 Monitor, 4 RCF/JBL Top speakers, one sound mixer, 2T stand with 4DMX lights each and 3 Cordless mikes.
- 10 pre-fabricated stalls (10 X 10 ft) with 16/20 tables 5 stalls on each side. The stalls must contain 1 table, 4 chairs and plug socket for connecting computer/laptop.
- 2House-keeping staff for regular cleaning of Exhibition venue and 2 Security guards in 3 shifts for 24 hours.
- 15 banners (6X3 ft.) around the exhibition venue and important places of the city. Maybe placed 15 days before the exhibitions start.
- Photography (with full frame professional cameras) and Videography (with HD/DSLR camera) on alldays. Photos to be provided to CBC on the same day.
- 5 CCTV cameras at the venue with monitoring and recording facility
- Power supply along with back-up
- Decoration of the whole venue befitting the occasion. Only natural flowers and plants may be used. (No plastic plants or flowers) Fresh flower arrangement on the stage tables during the entire exhibition period and it has to be changedevery 2 days.
- Mechanism to ascertain footfall (Conveyance for 300 participants; if need; be provided daily)
- Provision of Que Managers.
- Welcome of the guests on all days with plants/lucky bamboo etc.(8 in number)
- Sanitization of the venue
- All activities to be coordinated with the Nodal Officer
- b) For Medium Scale exhibitions/ICOPs at 6 locations

 Exhibition to be set up in an open area around 3000square feet(venue to be provided bythe department)

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- Sound and lighting arrangements for Venue including the stage ((32 X20 X 4 ft)andLED Wall (8x6 Sq. feet; P4 quality) for film shows /publicity clips &backdrop
- with power supply. Podium with 1 podium mike, 8 microphones to be used with musical instrument/singer with stand (musical instrument are not to be provided by the agency), 2 Monitor, 4 RCF/JBL Top speakers, one sound mixer, 2T stand with 4DMX lights each and 3 Cordless mikes.
- Photography (with professional cameras) and Videography(with HD/DSLR camera) on all days. Photos to be provided to CBC on the same dayand video within 7 days of completion of the exhibition.
- 8 pre-fabricated stalls (10 X 10 ft) with 16 tables 4 stalls on each side
- Decoration of whole venue befitting the occasion
- 2 House-keeping and 2 security staff for 24 hours,
- Seating capacity of around 250 people (Chairs with white cover including 50 banquet chairs with white cover) for the whole exhibition period, 7 VIP chairs and Decoration of the whole venue befitting the occasion only natural flowersand plants may be used. (No plastic plants or flowers) Fresh flower arrangement on the stage tables during the entire exhibition period.
- Placement of 10 banners (6X3 ft) around the exhibition venue and important places of the city 15 days before the event.
- Highlights of the exhibition in the form of a short video of 3-minute duration.
- 3 CCTV cameras at the venue with monitoring and recording facility
- Provision of Que Managers.
- Mechanism to ascertain footfall (Conveyance for 200 participants; if need; be provided daily)
- Potted plants in exhibition hall.
- Power supply along with back-up
- Sanitization of the venue.
- All activities to be coordinated with the Nodal Office

#### c) For Small Scale exhibitions/ICOPs at 10 locations

- Exhibition setup on iron frame with 8 ft height
- Carpet (Approx. 3000-3500 Sq.Ft.)
- Star Flex Print
- 2 Exhibition Entry Gate setup on Iron Frame
- Photo Booth Setup on Iron Frame

- 4 LED TV (44 Inches Each) with installation set up on iron frame
- Table with covers (about 20 in number)
- Inauguration Lamp

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- 35 VIP/Banquet Chairs
- 150 Plastic Chairs
- 1 Podium along with podium Mic
- Flower decoration on Entry Gate and Exhibition Venue
- Sound & Light Arrangements for Cultural Program (7-8 Mics with stand, 2-3 cordless mics, big monitors/columns/speakers, mixer, PA System and instrument cords)
- Flower Bouquets/Books for Guests
- Stage Backdrop on iron frame (Star flex Printing, Pasting & Fitting)
- Stage to be set up (20X18X2.5 ft)
- Customized mementoes for dignitaries
- Gifts for winners / participants of daily activities
- All activities to be coordinated with the Nodal Office

# C) Maintenance (Exhibition):

- The scope of work will also include maintenance activities during the event and dismantling of the structure after the event and all the other ancillary works relating to it
- Housekeeping & security of display area

- One reception/information counter table with stationary like visitor books, pens, scissors, ribbon, tray, inaugural lamp etc (only for exhibition day)
- PA system & sound System
- Fire extinguishers & fire men on duty
- Earth & Cabling as per venue norms
- All Licenses / NOC from relevant Govt. authorities for show operation
- Providing plants to add a green touch to the Pavilion, electrical fittings in the pavilion as per requirements, as well as daily cleaning of the pavilion during the course of the exhibition
- Sanitization of the venue.

### D) Specifications and auxiliary requirement

- All material to be used in application should be ISI Marked & ISO Standards. Material specifications should be of standard premium company make
- 3. The Task / Schedule of Requirements: The agency must execute all the works as mentioned in scope of work and the accepted technical proposals. The exhibition venue with all design, fabrication, installation and facilities (as per accepted proposal / contract) should be ready by one day before the exhibition. The agency must maintain the venue for all the exhibition days and will also be responsible for de installation / clearing the venue after completion of the exhibition.
- **4. Period of Contract**: The contract would be till 31<sup>st</sup> March 2026 and extendable by one year upto 31<sup>st</sup> March 2027 with mutual consent and agreed terms & conditions. Please note that Contract can be cancelled unilaterally by CBC, Kolkata being customer, in case, services are not received as per quality and standard specified in the RFP and contract within the contracted period. CBC, Kolkata reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.
- 5. Any additional requirements that incur additional cost should be executed only when received in writing from the department and not under any other condition.

# Part III - Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded

with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by CBC, Kolkata. Failure to do so may result in rejection of the Bid submitted by the Bidder.

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- <u>Law</u>: The Contract shall be considered and made in accordance with the laws of the Republic of India.
   The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. <u>Effective Date of Contract</u>: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. <u>Arbitration</u>: 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. The standard clause of arbitration is given in Annexure-II.
- 4. Penalty for use of Undue influence: The agency undertakes that it 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 CBC, Kolkata 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 favor 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 agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offers by the agency or anyone employed by it or acting on its behalf, as defined in section 9 of BNS or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle CBC, Kolkata to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of CBC, Kolkata or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the agency towards any officer/employee of CBC, Kolkata or to any other person in a position to influence any officer/employee of CBC, Siliguri for showing any favor in relation to this or any other contract shall render the agency to such liability/penalty as CBC, Kolkata 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 CBC, Kolkata.
- 5. <u>Agents/Agency Commission</u>: The agency confirms and declares to CBC, Kolkata that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of

the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of CBC, Kolkata that the present declaration is in any way incorrect or if at a later stage it is discovered by CBC, Kolkata that the

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6. contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the CBC, Kolkata. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. CBC Kolkata will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event be liable to refund all payments made by CBC, Kolkata in terms of the contract along with interest at the rate of 2% per annum above 18% penal interest rate. The CBC,

Kolkata will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with CBC, Kolkata.

- 7. Access to Books of Accounts: In case it is found to the satisfaction of CBC, Kolkata that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of CBC, Kolkata shall provide necessary information/inspection of the relevant financialdocuments/information.
- 8. **Non-disclosure of Contract documents**: Except with the written consent of CBC, Kolkata, the agency shall not disclose the contract or any provision of the contract or information related to services thereofto any third party.
- 9. Penalty and Liquidated Damages: As per General Financial Rules (GFR) 2017, emphasizes the inclusion the inclusion of a clause of Recovery of liquidated damages in contract (Rule 225(Xvi)), it does not specify a fixed percentage for the penalty to be imposed for Liquidated Damages. Hence In the event of the Agency failure to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, CBC, Kolkata may, at its discretion, withhold any payment until the completion of the contract. CBC, Kolkata may also deduct from the agency as agreed. As per the estimated financial and other loss to the department, Liquidated Damages being not higher than 70% of the total value of delayed services.
- 10. <u>Termination of Contract:</u> CBC, Kolkata shall have the right to terminate this Contract in part or in full in any of the following cases:
  - a. The delivery of the creative is delayed for causes not attributed to Force Majeure for more than 5 days after the scheduled date of deliverable fixed by CBC, Kolkata. If the agency is not able to execute the project/exhibition on the dates provided to them 15 days in advance.
  - b. The agency is declared bankrupt or becomes insolvent.
  - c. The delivery of creative is delayed due to causes of Force Majeure by more than 01 months.
  - d. CBC, Kolkata has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.

- e. As per decision of the Arbitration Tribunal.
- f. As per Para (8) of Part IV of RFP.

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- 11. <u>Notices</u>: 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 registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- 12. <u>Transfer and Sub-letting</u>: The agency 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.
- 13. Patents and other Intellectual Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify CBC, Kolkata against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of
- 14. manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.
- 15. <u>Amendments</u>: No provision of present 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.

### 16. Statutory Duties & Taxes:

- <u>a.</u> Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to CBC, Kolkata by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- **b.** If it is desired by the Bidder to ask for the GST to be paid as extra, the same must by specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon CBC, Kolkata.
- **c.** On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.
- 17. <a href="Pre-Integrity Pact Clause">Pre-Integrity Pact</a> An "Integrity Pact" would be signed between CBC, Kolkata & successful agency / bidder. This is a binding agreement between CBC, Kolkata and Agency for specific contracts in which CBC, Kolkata promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with CBC, Kolkata to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

a. A pact (contract) between the CBC, Kolkata (Principal) and successful Bidder for this specific activity (the successful Bidder);

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

# **Part IV-Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. the Agency in the contract) as selected by CBC, Kolkata. Failure to do may result in rejection of Bid submitted by the Bidder.

- 1. **Performance Guarantee**: The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (SBI, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract amount before signing of the contract. Performance Bank Guarantee should be valid up to 45 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.
- 2. **Option clause**: The contract will have an Option Clause, wherein CBC, Kolkata can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contract in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of CBC, Kolkata to exercise this option or not.
- 3. **Repeat Order Clause**: The contract will have a Repeat Order Clause, wherein CBC, Kolkata can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of CBC, Kolkata to place the Repeat Order or not.
- 4. **Payment Terms**: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made instead of payment through cheques. The payment will be made upon satisfactory performance of work and no advance payment would be made at any cost.
- 5. **Paying Authority**: The payment would be made by CBC, Kolkata on submission of following documents:
- (i) Ink signed copy of the Agency's bills
- (ii) Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract)
- (iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (iv) Any other document / certificate that may be provided for in the Job Order / Contract.
- (v) Copy of PBG.
- 6. **Fall Clause**: The following Fall clause will form part of the contract placed on successful Bidder:
  - (a) The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to

any persons/organization including CBC, Kolkata or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.

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- (b) If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including CBC, Kolkata or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondinglyreduced.
- (c) The Agency shall furnish the following certificate to CBC, Kolkata along with each bill for payment for services made against the contract "We certify that there has been no reduction in service price of the services provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including CBC, Kolkata or any
- (d) department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of
- (e) bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract."

#### 7. Risk & Expense clause:

- i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, CBC, Kolkata shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the services thereof not perform in accordance with the specifications/parameters provided by CBC, Kolkata during the check proof tests to be done by CBC, Kolkata, it shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, CBC, Kolkata shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by CBC, Kolkata.

#### 8. Force Majeure Clause:

- a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services 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.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force 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 10 (Ten) days from the moment of their beginning.

- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than one month 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.

#### 9. Misc. terms & conditions of the contract:

• The agency shall provide the required services as and when demanded by the CBC, Kolkata. The personnel engaged for the services in the CBC, Kolkata shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the CBC, Kolkata. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the CBC, Kolkata offices wherever located in the areas and back. The agency must depute dedicated and professionally qualified staff/team member for design, production and execution of the event exhibition. At the time of the contract, the agency

- should provide a list of its team members with their qualification and area of experience and number of years of experience to CBC, Kolkata.
- The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the CBC, Kolkata shall not be responsible for any such liability. The Agency shall undertake to indemnity the CBC, Kolkata for any liability under any law arising out providing the services as per the contract.
- During the subsistence of the contract, the CBC, Kolkata shall not undertake any
  monetary liability other than the amount payable to the Agency for the services
  as per the contract. Other liabilities, if any, shall be solely rest on the Agency.
  Even if the CBC, Kolkata has to bear such liabilities on unforeseen
  circumstances/occasions, the CBC, Kolkata will recover such amount from the
  Agency by adjusting the amount payable to them.
- The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the West Bengal- South Region with regard to performance of the work included herein or touching upon this contract.
- If the Agency fails to provide satisfactory performance, the CBC, Kolkata shall be
  at liberty to terminate the contract and withhold the Security Deposit or the
  balance payment of the contractor, etc. The CBC, Kolkata reserves the right to
  abandon or terminate the contract at any time without assigning any reason and
  it can stipulate any additional term & condition at any time during the currency
  of the contract.

#### 10. Indemnity: .

- Mutual Indemnification Each party shall defend and indemnify the other, its officers
  and employees from and against any damages to real or tangible personal property and /
  or bodily injury to persons, including death, resulting from it or its employees' negligence
  or willful misconduct.
- Intellectual Property Indemnities Bidder shall defend and indemnify CBC, Kolkata from and against any suit, proceeding, or assertion of a third party against CBC, Kolkata based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard CBC, Kolkata operations and protect CBC, Kolkata against any penalty and / or liability arising out of such claim.

- 11. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and CBC, Kolkata will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 12. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 13. Amendment of Bidding Documents (Corrigendum)
  - a. At any time prior to the deadline for submission of bids, CBC, Kolkata may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  - b. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids CBC, Kolkata, at its discretion, may extend the deadline for the submission of bids.

#### Part V - Evaluation Criteria & Price Bid Issues

- Evaluation Criteria: The selection of agency will be done through a two bid system i.e. 'Technical' and 'Financial'. All evaluation (Technical & Financial) would be done by a Committee duly constituted by the Competent Authority in CBC, Kolkata headed by ADG(R). During evaluation of Proposals, CBC, Kolkata, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:
  - Preliminary Scrutiny: Preliminary scrutiny of the technical bids for eligibility will be done to
    determine whether the Proposal is complete, whether the documents have been properly signed
    and whether the bid is generally in order and given by due date. Bids not conforming to such
    preliminary requirements will be prima facie rejected.
  - Technical Evaluation: Technical proposal of the agency must detail the design framework and facilities for the exhibition as per the scope of work. The agencies will be required to give a presentation on their technical proposals. All the agencies are to make a presentation on an exhibition based on the theme of Vision 2047. Hard copy of the Technical proposal along with the presentation properly signed and stamped should be place in the envelope. If a Technical Bid is determined as not substantially responsive, the committee will reject it. The parameters to be used for evaluation of technical proposal and presentation will be based upon:

Ideation on the theme	15 Marks
Layout/Design of the Exhibition Pavilion	15 Marks
Innovative mediums for engaging people with AR/VR and technology use of games,	20 Marks
selfie, social media etc in the exhibition	
Government Experience	10 Marks

Past Experience	15 Marks
Turnover	
50 Lakh – One crore	5 Marks
1 – 10 Crore	7 Marks
Above 10 Crore	10 Marks
Report & Documentation	5 Marks
Overall Treatment	10 Marks
Total	100 Marks

- Technically qualified Respondents: All Agencies securing more than 60% marks in Technical Evaluation will be shortlisted by CBC, Kolkata. Financial Bids will be considered only of those respondents who secure a qualifying Technical Score of 60%
- Financial Bids: The Agencies are required to provide one financial proposal (in INR) for medium;
   one for large and one for small ICOP for one such ICOP (along with Technical Bids in separate envelopes properly marked and sealed) providing rates for ICOP (Exhibition) to cover the scope of
- work and activities as per their respective technical proposal. Rate should be given in the format as per Annexure IV. Financial Proposals will be opened in the presence of the Respondents who
  - choose to be present. Lowest Rate (L1) will be calculated on the basis of financial bids submitted by technically qualified agencies.
- The contract will be awarded to the technically qualified Agency which quotes the Lowest Rate (L1 Rate). However, CBC, Kolkata reserves the right to distribute the work amongst Agencies quoting the L2, L3, L4 ...... rates, provided they agree to work at L1 rate. However, L1 rate methodology in which L1 rate sub-matrix of all three scales of Exhibitions, a master L1 rate matrix shall be drawn up to form a rate contract for Big, Medium and Small scale Exhibitions AND a rate contract will be signed with all technically qualified agencies subject to acceptance of the lowest master L1 rate matrix. The jobs will be awarded based on rate contracts so executed to such agencies ( who have accepted the rate contract). The decision of the committee formed by CBC will be final and binding. CBC, Kolkata reserves the right to accept or reject any proposal without assigning any reasons. While drawing up the L1 master rate matrix for all scales of Exhibitions, CBC, Kolkata ,at its discretion, may replace rate of any deliverables in L1 master rate matrix for that particular deliverable which is higher.
- The Bidders are required to spell out the rates of GST in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same

becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

If there is a discrepancy between the unit price and the total price that is obtained by multiplying
the unit price and quantity, the unit price will prevail and the total price will be corrected. If there
is a discrepancy between words and figures, the amount in words will prevail for calculation of
price.

The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by CBC, Kolkata. CBC, Kolkata also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide the services within stipulated time and the same will be placed at Lowest-1 rate.

- The Respondent is expected to examine all the instructions, guidelines, terms and conditions as notified in draft proposal (RFP).
- 2. <u>Award of Contract</u>: After final evaluation of the technical & financial proposal, CBC, Kolkata will notify the successful bidder in writing that their Proposal has been accepted.
- 3. <u>Disqualifications</u>: The CBC, Kolkata on behalf of Government of India may at its sole discretion and at any time during the evaluation of Bids / Proposals, disqualify any Respondent, if the Respondent has:
  - a. Submitted the Proposal documents after the response deadlines.
  - b. Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
  - c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three year.
  - d. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
  - e. Failed to provide clarifications related thereto, when sought;
  - f. Submitted more than one Proposal;
  - g. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
  - h. Submitted a proposal with price adjustment/variation provision.

Annexure-I

EMD Bank Guarantee format			
Whereas (h	(hereinafter called the	"Bidder") has submitted	their offer dated
for the services	s and supply of	(hereinafter called	the "Bid") against
the customer's request for proposal No .			

KNOW ALL MEN by these presents that WE
Sealed with the Common Seal of the said Bank this day of 20 The conditions of obligation are:
(i). If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
(ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
<ul><li>a) If the "Bidder fails to furnish the Performance Security for the due performance of the contract.</li><li>b) Fails or refuses to accept/execute the contract.</li></ul>
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)

# **Annexure-II**

# Format of Arbitration Clause - Indigenous Private bidders

(i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.

(ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed

(28)

- (iii) upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a **SOIe** Arbitrator.
- (iv) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (v) The sole Arbitrator shall have its seat in West Bengal (South Dist) or such other place in India as may be mutually agreed to between the parties.
- (vi) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration proceedings including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (viii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format From:
Bank(29)
To The President of India through Central Bureau Of Communication, Central Bureau of Communication Ministry of Information & Broadcasting Government of India Kolkata.
Dear Sir,
Whereas Dt. (hereinafter you have entered into a contract No
contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to to secure its obligations to the President of India. We the Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of

- 2.We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.
- 3. In no case shall the amount of this guarantee be increased.
- 4. This guarantee shall remain valid for 6 months from the effective date of contract according to the contractual obligations under the said contract.
- 5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
- 6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s ......

#### **Format for Financial Proposal**

SNo.	Description of Goods or Services or Rentals.	Unit	Type Exhibition Medium or Small Scale	of Big,	Rates (INR)
1.	Professional fees (Conceptualization, Design, Management) as per Scope of work.				(The rate should be for one such exhibition only)
2.	Content Development, Print, Electronic / Digital(Specific type & Rates) as per Scope of work.				
3.	Fabrication & Installation (Type of printing material/ per sq Ft cost) as per Scope of work.				
4.	Multimedia Hardwares( Specification&Rental cost per day) as per Scope of work				
5.	Logistics & Transportations, as per Scope of work&Annexure( VII)				
6.	Manpower (Per Day) as per Scope of work				
7.	Contingencies ( Participants& VVIP Hospitality & Protocol / befitted arrangements ) as per Scope of work				
8.	Miscellaneous				
9.	Sub Total (A)				
10.	Applicable Taxes (B)				
11.	Total cost of Big/Medium or Small Scale Exhibition (A+B)				

- Note: Bidder Should provide a detailed Breakdown of the costs, itinerary wise as per the Scope of work& Q sheet (attached as Annexure VII) for each component under above mention categories in {Table 2(c)} along with the financial bid
- The Financial / Price Bid format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure.
- Agencies may submit three different financial bids one for large exhibition (single exhibition only), one for medium exhibition (single exhibition only) and the other for small exhibition (Single exhibition only)
- The agencies may also provide their proposed rates for any extra work beyond the scope of work mentioned in the RFP in the Q sheet (attached as Annexure VII) along with the financial bid.

### Flagship Schemes of Government Of India (Initiatives and Achievements) Indicative list

- 1. Vision for 2047
- 2. PM Surya Ghar Muft Bijli Yojana
- 3. Gati Shakti
- 4. Mission Life

(31)

- 5. Vande Bharat
- 6. Jal Jeevan Mission
- 7. Ek Bharat Shresth Bharat
- 8. Yoga Day
- 9. Fit India
- 10. WAVES
- 11. Vocal for Local
- 12. DRONE DIDI
- 13. Dissuading Use of Single Use Plastic
- 14. Jal Shakti Abhiyan
- 15. Doubling farmer's income
- 16. Right to Education(RTE)
- 17. Aayushman Bharat
- 18. Beti Bachao Beti Padao(BBBP)
- 19. PM VishwaKarma Yojana
- 20. Abrogation of Article 370
- 21. Digital India (
- 22. RashtriyaSwasthya Bima Yojna(RSBY)
- 23. Pradhan Mantri AawasYojna(PMAY)
- 24. Smart City Mission
- 25. Mission Indradhanush
- 26. National Agriculture Market Scheme
- 27. Kisan Samman Nidhi Yoja
- 28. Pradhan Mantri Maatru Vandana Yojna(PMMVY)
- 29. Women Empowerment(Nari Web Portal, She-Box Portal)
- 30. Pradhan Mantri Laghu Vyapari Maan-dhan Yojna
- 31. Atmanirbhar Bharat Abhiyan
- 32. Credit Guarantee Scheme
- 33. Three criminal Laws
- 34. Stand up India
- 35. Atal Pension Yojana
- 36. Garib Kalyan Yojana
- 37. Agnipath Scheme
- 38. PM Svanidhi
- 39. Khelo India
- 40. start up India

<sup>\*</sup> Any others Schemesas and when required

# The list of locations for all scales of exhibition (Large, Medium, Small& Mini)

- 1. Murshidabad
- 2. Birbhum
- 3. Paschim Bardhaman
- 4. Purba Bardhaman
- 5. Purulia
- 6. Bankura
- 7. Jhargram
- 8. Paschim Medinipur
- 9. Purba Medinipur
  - 10. Nadia
  - 11.Hooghly
  - 12.Howrah
  - 13.24 Parganas North
  - 14.24 Parganas South
  - 15.Kolkata

S.No.	Particulars	Qt	Unit	Rate
		у		

1	Aluminium Hangar Structure with Installation, Freight and All other Charges	1	per sq.ft.
2	Wooden Platform - 4"	1	per sq.ft.
3	Wooden Platform - 8"	1	per sq.ft.
4	Air Conditioning (Tower AC) with necessary Cabling	1	Per Unit
			per day
5	Air Conditioning (Duct AC) with Necessary Cabling	1	Per TR per
			day
6	Silent Genset- 125 k.v.a	1	Per Genset
			per day
7	Silent Genset- 62.5 k.v.a	1	Per Genset
			per day
8	Brand New Non Woven Carpet	1	per sq.ft.
9	LED TV-42"		Per Unit
			per day
10	LED TV 50"		Per Unit
			per day
11	LED TV-55"		Per Unit
			per day
12	LED TV-65"		Per Unit
			per day
13	LED Screen with necessary Accessories	1	per sq.ft.
	,		per day
14	Black Back Flex Printing with Installation	1	per sq.ft.
15	VIP Refreshments - Grilled/Cold Veg. Sandwich, Cheese	1	Per pax per
	Ball/Cutlet, Cookies, Canned Juice, Tea & Coffee, Cutlery in		day
	Bone China, Wafers/Chips, Water bottles, 2 ODC (Service		,
	Staff)		
16	VVIP Refreshments Grilled/Cold Veg. Sandwich, Cheese	1	Per pax per
	Ball/ Cutlet, Cookies, Fresh Juice, Fresh cut fuits, Tea,		day
	Coffee (Espresso/Filter/steam Machine coffee), Cutlery in		
	Bone China, Wafers/Chips, Water bottles,2 ODC (Service		
	Staff)		
17	Jumbo Cooler	1	Per Unit
			per day
18	Mist Fan	1	Per Unit
			per day
19	Pedestal Fan	1	Per Unit
			per day
20	Cabin Fan	1	Per Unit
			per day
21	Non Waterproof Truss Structure with installation	1	per sq.ft.
			per day
22		1	per sq.ft.
			per day
23	3x3 Mtrs Stall with Services	1	Per stall
24	Photographer (with full frame professional cameras)	1	per day
25	Videographer (with HD/DSLR camera)	1	per day
			1 - 2 1

26	Live Streaming on Twitter/Facebook/Instagram etc	1	per day
27	2 Seater Sofa	1	per day
28	1 Seater Sofa	1	per day
29	Centre Table	1	per day
30	Fresh Flower Bouquet/(Table arrangement)	1	unit
31	Plastic Chair	1	Per Unit per day
32	Banquet Chair with cover	1	Per Unit per day
33	Wooden Stage with 2 Stairs	1	per sq.ft. per day
34	Registration Counter	1	Per Unit per day
35	Support Staff (Female)	1	Per pax per day
36	Support Staff (male)	1	Per pax per day
37	Bus (35 seater) with mileage of 100Km/day per unit per day	2	Per Unit per day
38	Table	1	Per Unit per day
39	TAB (11 Inch)	2	Per Unit per day
40	Lucky Bamboo Plant		Per Unit
41	Medium Scale exhibition extra day cost including as per RFP	1	Per day cost
42	Large Scale exhibition extra day cost including as per RFP requirement	1	Per day cost

# **Central Bureau of Communication**

Ministry of Information and Broadcasting Regional Office DF Block, CGO Complex Salt Lake-700064

# **Empanelment of Offset Printers**

Central Bureau of Communication, Ministry of Information & Broadcasting wishes to empanel reputed Offset Printers for a period of three years who are located in Kolkata and are registered under the Factories Act for printing of Publicity materials in bulk like multi colour posters, folders, booklets, calendars, diaries and newsletter etc. Interested printers having suitable machinery/equipments and infrastructure with experience of producing quality jobs may apply for 'Empanelment' in the *prescribed online Proforma only*. Online Proforma should be submitted within twenty one days from the date of publishing of advertisement. The applicant has to deposit a Demand Draft/Pay Order of Rs. 1000/-(Non-refundable) drawn in favour of PAO, DDK, Kolkata alongwith application as processing fee. The existing empanelled printers will also have to apply fresh.

Prescribed proforma alongwith details of the category wise minimum requirements for manchinery and equipments etc. are available on our website under the head 'Printed Publicity' and can be downloaded (davp.nic.in). The physical print of applications alongwith Processing fee/Enclosures/Attachment/Samples are to be submitted within 10 days of last date on online submission at the following address.

Regional Office, Kolkata Central Bureau of Communication

(address of respective ROs to be mentioned)

# Central Bureau of Communication (Printed Publicity Wing)

**Subject:** Norms for Empanelment of Offset printers in 9 RO's of CBC (Language-Wise)

Subject S.No.	Norms for Empaneiment of Offset printers in 9 RO's of CBC (Language-Wise)  Norms for Empanelment		
1.	Printing press should be located within corporation limit of the respective city having a		
	minimum average turnover of Rs. 3 crores for the last three financial years and equipped with		
	the following Printing Machinery & allied Equipment and capable of handling top urgent work		
	strictly within a prescribed time schedule.		
	Printing Machinery and allied equipments		
2.	DTP with two (2) terminals [core i5 (equivalent) or above] along with A-3 size, colour ink jet/colour laser printer of 600 dpi or above with the latest updated version of licensed software viz. Corel Draw, Photoshop, InDesign, PageMaker and other publishing software's.		
3.	One (1) High end Flatbed scanner along with Computer system with planning facilities.		
4.	Complete typesetting/ layout/ Designing facilities/ dedicated arrangement in Hindi, English and in the respective regional language of the state. The complete design of the job will be provided in Hindi/English in open/ PDF format alongwith the softcopy of the required local regional language, printer will have to replace the required regional language against Hindi/English & have to submit the final design for approval before printing.		
5.	Complete Plate Making system including CTP machine with automatic processor/Dedicated arrangement.		
6.	Digital printing facility/arrangements.		
7.	One (1) CPC Four Colour Sheet fed Offset printing machine of in size 25"x 36" or above and One (1) CPC Four Colour Sheet fed offset printing machine of size 19" x 26" or above.		
8.	One (1) automatic Folding Machine.		
9.	One (1) Perfect Binding machine (Single Clamp).		
10.	Two (2) Semi-Automatic Wire Stitching Machine.		
11.	One (1) Programmatic Paper Cutting machine.		
12.	One (1) Automatic Section Sewing Machine.		
13.	One (1) Lamination Machine.		
14.	Adequate Power back-up.		
	Other Essential Norms		
15.	The printer should not have been Suspended/Blacklisted/ by any Government Organization in the last 3 years.		
16.	License to run factory issued by competent authority.		
17.	Copy of the turnover certified by a Charted Accountant (Minimum average turnover of Rs. 3 crores for the last three financial years).		
18.	Relevant Pollution under control certificate issued by competent authority (wherever applicable).		
19.	Processing Fees – Rs. 1,000/- (Non Refundable).		
20.	Refundable Standing Security deposit for panel – Rs. 20,000/		
21.	This empanelment is initially valid for 3 years and may be extended with mutual consent.		

# GOVERNMENT OF INDIA

# Central Bureau of Communication Regional Office.....

# FORM FOR EXPRESSION OF INTREST FOR EMPANELMENT AS OFFSET PRINTERS IN RO.....,CBC

		1	
1.	Name of the Press		
2	Name of Proprietor/partners/Directors	(i)	
		(ii)	
		(iii)	
		(iii)	
3	Name of the Contact Person		
	Mobile No		
4	Address: Office		
	<b>A11 C (2)</b>		
	Address factory: (i)		
	(ii)		
	(11)		
5	e-mail address		
6	Telephone No.		
	Fax No.		
7	Year in which established		
8	PAN No.		
9	Bank Details		
	(i) Name of Account Holder (ii) Complete Address/ Fax/E mail /		
	Whether the branch is computerized (Y/No)	Yes No No	
	(iii)Branch Name with address/ Telephone No/ E mail		
	(iv)Branch <u>IFSC CODE</u> (If the branch is RTGS enabled)		
	(V) Brach is Net Enabled (YES/NO)	Yes No	
	(VI)Type of Bank Account (SB/CURRENT/CASH CREDIT)		
	(VII) Complete bank account number (Latest)		
	(ix) MICR Code of Bank		
			Cont2/-
		-2-	

10	Nature of Incorporation	
	(Attach Documents)	

11. Name of printing machines possessed with details of their type and size. (In case machines are installed at more than one premise, give details as (I) / (II) etc.

installed at more than one premise, give details as (1) / (11) etc.			
S.No	Name of the Machine	Make, size and Model of the Machine	
1.	DTP facilities No. of Terminals (		
2	Colour inkjet/ laser printer		
3	Drum / Flat bed Scanner having resolution of 4000 dpi or above		
4	Planning Facilities i.e. computers and licensed software's available		
6	CTP Machine/Dedicated Arrangment		
7	Plate making equipment		
	Plate processor		
8	Four Colour CPC Offset Machine 25" x 36" of above		
9	Four Colour CPC Offset Machine 19"x 26" or above		

Cont...3/-

-3-

 -5-				
10	Automatic Paper Folding Machine			
11	Perfect Binding Machine (Single			
11	Clamp)			

12	Semi Automatic Wire stitching Machine			
13	Programmatic Paper cutting Machine			
14	Automatic Section sewing machine			
15	Lamination Machine			
16	Power Back-up			
11. <u>UI</u>	HER MECHANICAL EQUIPM	LETTO I OSSESSED DI III.	L I NEDO	Cont4/-
	mes of important clients/Advertisi encies for which you have done pr		LIST ENCLOSED Yes No	
	s during last three years.	S		
13. Bes	cides these following are also requive (i) Licenses to run the factory issue Competent authority (ii) Pollution under Control certificates must accompany to the certificates must accompany to the certificates must accomp	icate(wherever applicable)	Yes No Yes No	

14. Please enclose specimens duly stamped & signed with date (Preferably multi colour posters, folders, booklets, brochures, Newsletter etc. with your imprint line) of print jobs	(Samples of publications enclosed)  Yes No
executed by you during the last one year.  15. *Annual Turnover for last 3 financial years.	(CA certified turnover enclosed) Yes No
16. Details of DD/ Pay order of Rs. 1000/- (Non refundable) as application processing fee	Yes No No
I/ we hereby certify that all the particulars given above are ceterms and conditions of empanelment required by RO.	orrect. I/we shall also abide by all the
*(The original turn over certificate is to be duly verified by Chartered Accountant Indicating membership no of CA in the Seal)	
	Signature:
	Date:
	ANNEXURE-III
BOND TO SECURE PERFORMA	ANCE OF AGREEMENT
Know all men by these present that I .	ofam held and
firmly bound unto the President of India (hereina	after called the President) in the sum of

Rs.....to be paid to the President, his successors or assigns or his or their certain

attorney or attorneys for which payment well and truly to be made. I bind heirs, my

executors, administrators, representatives and myself firmly by these presents duly signed by me dated this...day of...2025.... Whereas the above bounden.......has agreed with the President to execute and perform the jobs tendered to be performed by him under the existing agreement/or agreements made between him and the President and any other agreement or agreements that may be made between him and the President in the future and to observe perform and fulfill the provisions, stipulations and conditions on his part to be observed, performed and fulfilled and contained in the said existing agreement or agreements and any other agreement or agreements that may be entered into by him as aforesaid to the satisfaction of the ADG (R), Central Bureau of Communication (Ministry of Information and Broadcasting, Govt. of India) for the time being in charge of the jobs.

And whereas the said......has endorsed and delivered to the RO......CBC (hereinafter called the Registering Officer) acting in the premises for and on behalf of the President a sum of `.......... in Government securities of the market value of `........... for the purpose of securing and indemnifying the President, his successor and assigns against any loss and damage which he or they might in any way suffered by reason of default being made by the said........ in observing, performing and fulfilling the provisions, stipulations and conditions contained in the aforesaid agreement or agreements or by reason of any property belonging to Govt. and under the control of the said CBC.......or advances made by Government to the said......being in any way consumed, wasted, embezzled, stolen, mis-spent, lost, mis-applied or otherwise dishonestly, negligently or by or through oversight or violence made away or parted with by himself, the said or by any person acting for him during his absence or otherwise or by any servants, clerks, coolies, or by any other person or persons nominated or accepted

-2-

by or serving under him the said.......or by other person or persons whomsoever whether in the service of Government or otherwise and whereas the aid...... Has entered into the above bond in the panel sum of `...conditioned as hereinafter stated NOW THE CONDITION OF the above written bond is such that if the said.......shall well truly execute the work or works described in the aforesaid agreement or agreements and well and truly observe, perform and fulfill all the provisions, stipulations and conditions in the

aforesaid agreement or agreements contained to the satisfaction of the RO.......CBC for the time being in charge of the said job or jobs and shall fully indemnify and save harmless the President, his successors and assigns from all the every loss and damage which shall or may at any time or time hereafter happens to or be sustained by the President his successors or assigns through any default of the said.... in carrying out the aforesaid agreement or agreements or by, from...through the neglect, failure, misconduct, disobedience, omission or insolvency of the said.....or any person nominated, accepted by or serving under him the said wasting, embezzling, steeling, mis-spending, losing mis-applying or otherwise dishonestly or negligently or through oversight or violence making away or parting with any Government property under the control of the said RO.......CBC or advances made by Government to the said.... or any part or parts thereof by any person or persons whomsoever, then this obligation shall be void and of no effect otherwise the same shall be and remain in full force and virtue provided always and it is hereby declared and agreed by the said......with the President that the deposit of `..... so made as aforesaid shall be and remain with the Registering Office as and for security to the President, his successors and assigns for the purposes aforesaid with full power to the President, his successors or assigns or his of their officers and servants duly authorized in that behalf from time to time as occasions shall require to apply the same and the interest thereon towards the indemnity as aforesaid of the President, his successors and assigns as the case may require, and in the event of any such application being so made the said.....shall within 14 days of the date of any such applications/deposits with the RO.....a sum sufficient to make up the said deposit to `....either in cash or Government Securities, of the market value of such sum.

And it is hereby lastly agreed and declared by the between the said...and the President that on the completion of the aforesaid agreement or agreements by said......the said deposit of `.....shall not be at once returned to him but shall be and remain with the .......for the period of 12 months from the date of such completion

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as security against any loss that may have been incurred by the President in connection with the aforesaid agreement or agreements and which may not have been discovered until after the completion of the aforesaid agreement or agreements or any over payments made by Government provided always that the return at any time of the said deposit shall not be deemed to affect the right of the President to take proceedings upon the above written bond

or otherwise against the saidin case any breach of the conditions of the said bond shall be discovered after the return of the said deposit.		
shall be discovered after the retain of the said deposit.		
Signed and delivered by in the presence of		
Signature of Contractor The above named		
Signature of two witnesses:		
1		
2		

ANNEXURE - IV

#### **ATTENTION PLEASE:**

You are aware that CBC is the Nodal advertising agency of the Government of India for designing, production and distribution of various types of printed publicity material, e.g. posters, leaflets, folders, brochures, booklets, diaries, calendars, stickers, Newsletter and kitfolders etc.

You are registered with us as a quality printer. We have issued instructions, at various times, regarding the correct method of furnishing security deposit, insurance cover for paper supplied by Government, submission of quotations, proofs, advance copies, mode of packing and the return of material etc. The printers are requested to fully implement the procedures explained.

To facilitate working at both ends and to avoid delays and inconvenience, this booklet has been produced which briefly explains the correct manner of dealing with us. I hope that it will remove ambiguities, if any, and will help you and your staff in appreciating the need to adhere to the procedures explained herein.

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# **Registration of Printers**

Before a printer is brought on the Panel of RO, Kolkata, CBC he is required to furnish the prescribed Standing Security Deposit in one of the form **of Fixed Deposit Receipts** of any Bank The Security is hypothecated to the President of India through the PAO, DDK, Kolkata. A standing form of Bond further covers the Security for the like amount and the Bond has to be stamped and registered in accordance with the Law of State.

# **Tender Enquiries**

Tender enquiries are addressed on a standardized tender form at the discretion of the ADG (R), keeping in view the workmanship and capacity of the printers and are generally addressed to as many printers as possible. If the printer is quoting for the job, he should sign and return the tender duly filled in and signed in token of the acceptance of the terms of tender and if he is unable to undertake the job he should return the tender form stating "Not Quoted".

The last date for receipt of the quotation is mentioned in the tender form. Normally Five to seven clear days are allowed for the submission of quotations for non-emergent jobs. Three gazetted officers of the Directorate open the quotations received at 1530 hrs. On the date specified for the receipt of quotations in the presence of such accredited representatives of the printers who may like to attend the opening of quotations.

# **Usual Errors and Omissions in Submitting Quotations:**

We have often noticed that the quotations are not submitted in the proper form and in accordance with the procedure laid down, with the result that at times such quotations do not receive due consideration on account of various lapses. The following requirements need to be rigidly compiled with: -

- 1. All quotations should be sent in a sealed envelope by REGISTERED POST/SPEED POST/BY HAND.
- 2. Printers can deposit their quotations in the Tender Box, provided for the purpose in at CBC, RO, CGO Complex, DF Block, 2<sup>nd</sup> Floor, Salt Lake, Kolkata-700064.
- 3. Quotations should always be addressed by name to:

Administrative Officer.

# **Central Bureau of Communication**

- 4. CGO Complex, Salt Lake, Kolkata-700064
- 5. At the top of every cover (envelope) the tender number, the name of the job and the last date specified for the receipt of quotations should be clearly indicated apart from the complete address as under:

-3-

Quotation for	Folder/Poster, etc.
ADG, 1	RO/Respective officers in ROs
Central	<b>Bureau of Communication</b>
CGO Co	mplex, Salt Lake, Kolkata-700064
	ADG, I <b>Central</b>

- 5. Whenever sample of paper or any other material is asked to be enclosed, it should be attached to the quotation and the nomenclature, including the name of the Mill, weight, size etc. of the paper or other material offered should be clearly indicated thereon.
- 6. In the case of jobs involving fabrication, a complete fabricated dummy made from the specified materials should be submitted when asked for. A separate sheet or sheets of various types of paper specified should invariably be submitted for checking correctness of weight and quality of samples.
- 7. No paper or other material below our specifications should be offered. If there is a temporary shortage of the specified weight, in the local market, the next higher weight available should be offered. For instance, if 110 GSM paper is not available at the time in your area, you may offer the next higher weight available.
- 8. At least a quarter sheet sample of the paper offered should be attached to the quotation indicating nomenclature as mentioned in Para 5 above.
- 9. Quotations not submitted on prescribed tender form are liable to rejection. Quotations should not be submitted on your letterheads. No part of the tender form should be retained.

# **Validity of Quotation:**

The job is normally awarded to the printer quoting lowest valid rate subject to his adherence to the specifications, timings and terms stipulated in the tender. Quotations which

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are not complete in any respect or which are not accompanied by the samples as per specifications laid down in the tender enquiry are liable to rejection. The favorableness of rate will be intimated to the successful renderer by the CBC within a week or so of the opening of quotations.

As per clause 12 of the "Terms of Tender" the quotations are valid for 3 months. If the job is proposed to be entrusted after the expiry of 3 months, the printer is specifically asked if he is willing to undertake the job at his quoted rate. For the Terms of Tender please see Appendix.

# **Errors in Calculations:**

Printers have at times represented that the rate quoted was erroneously calculated and have tried to back out. The Director General/ADG has the discretion to accept such a plea with a suitable penalty or to insist on the execution of the job at the quoted rate. It is, therefore, essential that quotations submitted be thoroughly checked, as revision of rates is not allowed as a rule.

# **Print Order for the Job:**

The print order, in the form of a formal contract, follows the acceptance of quotation. Efforts are made to place an order immediately along with the dispatch of material for production; but in the case of rush jobs material has to be dispatched immediately and the print order follows. In such urgent cases the printer is expected to proceed with the job on the basis of specifications laid down in the tender and adhere to the timings which are counted from the date of the receipt of material by the printer.

# **Execution of Job:**

Instructions accompanying the material supplied for production should be carefully read and followed to avoid errors and delays. The material received should be scrutinized and acknowledged to the officer concerned. Discrepancies or doubts, if any, should be brought to our notice immediately.

# **Proofing**:

Four copies of complete machine proof of the job should be submitted within the time specified in the tender. It should be ensured that the text has been thoroughly checked at the printer's end for accuracy, space and layout and colour scheme etc. The original MSS, dummy, artwork, CD and progressives of all proofs in colour, should accompany proofs sent to us. Incomplete or part proofs should not be submitted, unless specifically asked for. The time lost by furnishing incomplete or incorrect proofs is counted towards delay in the completion of the job.

In the case of jobs being done in a number of languages, the complete machine proof need be submitted only in English/Hindi. Paste-up proofs (Ferro) in the remaining languages would do, but the language change, wherever involved, should be clearly indicated.

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Revised proofs should be submitted only when specifically asked for and should be accompanied by earlier corrected proof and original MSS and artwork etc. The proofs should invariably be submitted on the paper specified for the job or supplied by the Government.

# **Final Printing:**

Before taking up final printing it should be ensured that all the corrections and improvements have been carried out. Special care should be taken to see that

- i) The specified paper is used,
- ii) The size of the job is as laid down in the specifications, and

iii) The colours specified have been used and match with the shades/colour scheme supplied.

# **Advance Copies**:

As soon as the last colour of the job is taken on the machine, the specified number of copies should be sent to us as advance copies. These copies are checked for accuracy of text, the use of the specified colours, paper and the finished size of the job. If the copies are found as per the specifications, the OK on the job is immediately communicated. Advance copies in each language should be submitted along with the original artworks/paste-ups.

# **Delivery of Bulk Quantity:**

On the receipt of OK on advance copies the bulk supply should be effected to the address communicated or given in the print order.

Before delivery, the copies should be individually checked and copies suffering from any kind of defects should be removed and destroyed.

# **Mode of Packing:**

Responsibility for delivering materials in good condition to our Regional Distribution Centre/Distribution Branch/allottees rests on the printer. It should be ensured that language versions do not get mixed up and each bundle/packed carries a label indicating:

- 1) Title of job;
- 2) Language;
- 3) No. of copies in the bundle, and
- 4) Name and full address of the printer with telephone number.

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To facilitate handling and counting of material the quantity and mode of packing has been standardized as under. Material should be packed and supplied accordingly.

Item	Size	No. of copies To be packed In each bundle	Material to be used for packing	
Posters	(30" x 40") (23" x 36") (20" x 30") (15" x 20")	200 250 250 500	Thick Kraft paper Thick Kraft paper -dodo-	

Folders/Booklets (According to volume)	100/250	Thick kraft paper
Brochures (according to Volume)	25/50	-do-
Diaries	10	-do-
Calendars	25	-do-
Leaflets/stickers	250/500	-do-
Newsletter	50	-do-

Material, which is not packed in the manner detailed above, may not be accepted. No packing charges are paid separately and the printers should keep these instructions in view and include the cost thereof in their quotations.

# **Delivery Vouchers:**

Each consignment delivered should be accompanied by a delivery challan in quadruplicate, indicating the title of the job, the quantity, the language and the date of delivery. One copy of the delivery challan is immediately returned indicating the number of bundles received and the quantity subject to verification. The other three copies are retained till physical verification of quantity and quality etc. Thereafter one copy each is sent to the printer and the dealing production section. The recipient will return one copy.

# **Billing:**

The printer should submit his bill in triplicate, according to the Cost Column of our Print Order of the job & addressed to the Accounts Officer, RO.....,Central Bureau of Communication, which should be complete in the following respects: -

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- i) No. of the print order, the date and the title of the job should be indicated.
- ii) The delivery challans signed by the Store Keeper of our Regional Distribution Centre at Distribution Brach, *Respective RO* for the quantity charged for in the bill should be attached thereto.
- iii) The following certificate regarding quantity, quality and the use of specified/supplied paper should invariably be recorded on the body of the bill.

# In case of Govt. Paper;

Certified that all copies of the above (Booklet, Brochure, folder, Newsletter etc.) have been printed on the paper supplied by the Government for the job and that the bulk dispatches made conform in all respects to advance copies submitted to RO......CBC.

It is further certified that the entire quantity of paper supplied by the government has been used for the production of this job.

# **Signature**

# In case of Printers' paper:

Certified that the bulk dispatches made conform in all respects to the advance copies submitted to RO.......

# **Signature**

iv) The bill should be properly numbered, dated and signed.

Bills, which are not complete in any of the above respects, cannot be considered for payment and are returned. For quick settlement of bills it is necessary that all the above requirements be complied within the very first instance.

The printer should furnish the following documents with his bill to avoid delay in payment and unnecessary correspondence:

- a) Final Delivery Challan for copies supplied.
- b) Prescribed certificates regarding paper, quality & sales tax etc.
- c) Paper account in case of Govt. Paper.
- d) Delivery vouchers for the return of paper/off cuts, if any due.
- e) Delivery vouchers for the return of artworks, etc.

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The payment is considered after working out the time taken in the completion of the job against the specified timings. Printer's comments are called for in case of delay in execution and unsatisfactory workmanship etc. by a Committee and since this process consumes time, the final payment takes some time. Payments of jobs done according to the specified time and to specifications are made quickly.

It is, therefore, in the interest of the printer to ensure timely execution, adherence to specifications, quality control and the use of the specified paper.

Payment is recommended at the earliest and the printer is duly informed. The printer may expect the bank draft / cheque for the amount passed for payment within 21 to 30 days of the receipt of our intimation. Any abnormal delay in the receipt of the cheque/draft may be reported to the Chief Accounts Officer/Director/ DG/ADG/Director (RO).

# **Deductions:**

Whenever any amount from the bill is deducted or disallowed intimation giving reasons therefore is sent. Many instances have come to our notice where necessary entries are not made by the printers in their account books and claims for disallowed/deducted amounts are preferred after several years causing avoidable botheration. It is necessary that all our letters regarding settlement of bills are carefully gone through and necessary credit notes are issued immediately and required entries are made in printers' account books. No queries or claims will be entertained by RO after a period of 6 months of the final payment of the job is made to the printer.

Estimate for all additional work, if any, required to be done over and above the specifications laid down should be got approved before commencing such work. No claims for additional work will be accepted if undertaken without prior approval.

Charges claimed for railway freight, special packing, postage and airfreight etc. should always be supported by relevant cash vouchers.

# **Return of Material**:

Before claiming payment the printer should ensure that the material supplied for production of the job, e.g. dummy, text, language paste-ups, artwork and photographs etc. are returned to us at his cost. The material should be packed well to avoid damage to photographs and the artworks.

The return of material, even a part thereof, causes delay in the settlement of final payment which can be avoided with printers' cooperation.

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#### **Quality Control:**

It is again emphasized that a strict quality and time control should be made at printer's end to avoid liquidated damages for delayed execution and sub-standard workmanship. The bulk supplies should be thoroughly checked, defective copies sorted out and destroyed before delivery.

#### To Sum up:

The printer should ensure the following:

i) The samples of paper, submitted with the quotations, are up to specifications and are attached to the tender with weight, size and nomenclature etc. indicated thereon.

- ii) It would be advisable to rubber stamp the samples with the name of the firm and indicate either the name of the job or the tender number thereon.
- iii) The rates quoted are thoroughly scrutinized before submission as no backing-out or revision of rates is permissible.
- v) Part proofs should not be submitted, unless specifically asked for. Complete machine proofs in colour, on the specified/approved/supplied paper and in the colour scheme supplied should always be furnished for the major language (English or Hindi) and paste-up proofs for the remaining languages.
- vi) Advance copies should be sent as soon as the last colour/folding/stitching is taken up.
- vii) Printed copies in each language should be delivered only after our approval on advance copies.
- viii) Bills should be submitted duly supported by delivery challans, the prescribed certificates regarding paper, quality and paper account, delivery vouchers for the return of paper/off cuts due, return of artworks, photographs etc.
- ix) All the materials, viz., artworks, dummy, photographs, language paste-ups, if any prepared, must be returned at printers' cost before final payment for the job is claimed.

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#### **APPENDIX**

#### TERMS OF TENDER

1. The process specified and where a sample is supplied, in accordance therewith shall print the job. The Head of Regional Office, CBC (hereinafter referred to as "the Director General/ADG") shall be the sole judge of satisfactory execution of the job. If execution of the job is not in accordance with the artwork or specifications, the proofs or bulk supply are liable to be rejected without any compensation to the printers. The Director General/ADG/Director shall, however, be at liberty to accept the same subject to a cut in rates or the printer on being called upon to do so rectifies the error(s), or defect(s) at his own cost and to the satisfaction and within the time fixed by the director. The decision of the Director General/ADG/Director in this regard shall be final and binding on the printer. The printer at once at his expenses, if already delivered, will remove the supplies. The Government shall be under no liability whatsoever for rejected supplies. If the rejected supplies be not removed by the printers within fifteen days of rejection, the Director General/ADG may (a) cause those to be removed and charge the printers with

all expenses incurred in such removal or (b) sell or otherwise dispose of them on behalf of the printers at their risk and cost and retain any money realized there from (after paying expenses of sales) toward any sum due from the printers.

- 2. The time specified for delivery of proofs or completion of the order shall be strictly adhered to and be deemed to be of the essence of the contract. If the time schedule is not adhered to and the job is delayed during proofing, printing or dispatching for reasons other than beyond the printer's control, the Director General/ADG/Director shall be entitled at his option either (a) to cancel the order or (b) to recover from the printers as agreed liquidated damages and not by way of penalty an amount up to 20 per cent of the contract price for the delay. The decision of the Director General/ADG/Director as to whether the delay was or was not beyond the printer's control and also to the amount of liquidated damages to be recovered from the printer shall be final and binding on the printer. In the event of action being taken under (a) above the cancellation of the order will be without prejudice to the right of the Government to recover from the printer any loss incurred thereby and the printer will not be entitled to any compensation for such cancellation.
- 3. Paper and other materials supplied by the Government shall remain Government property. The printer shall be entirely responsible for the safe custody of the paper and other material issued to him. He will also be entirely responsible for any shortage, loss or damage to such paper or other materials happening from whatever causes while in his possession of control. In case of rejection of proofs or bulk supply and cancellation of the order under clause 1 or 2 above, the cost of paper supplied by the Government will be recoverable from the printer at the rates to be determined by the Director General/ADG whose decision shall be final and binding on the printer.

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- 4. The printer shall take every care to see that the work or any portion thereof does not fall into unauthorized hands.
- 5. All materials like artworks, CD etc. which have been supplied by Government or which have been prepared by the printers for the Government will be returned by the printer within 15 days of the completion of order.
- 6. The inks used for printing shall retain their colour strength on open exposure to daylight for at least two weeks. Undue fading before this period shall be considered adequate cause for invoking clause 1 above. The decision of the Director General/ADG shall be final and binding on the printer.

#### 7. In the event of –

- i) Rejection of proofs or bulk supply as stated in Clause 1 above: or,
- ii) printer failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the job in accordance with the terms

of the contract the Director General/ADG shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) to purchase, or to procure or to arrange from Government stocks or otherwise at printer's expense such supplies as may have been rejected or that the printer may have failed, declined or neglected or delayed to supply and any excess cost so incurred over the contract price together with all incidental charges and expenses

- iii) incurred in purchasing, procuring or arranging for such supplies/services) and in case where issues in replacement are made from Government stocks, the cost or value of such stocks, together with all incidental charges or expenses, shall be recoverable from the printers. The printer shall not, however, be entitled to any gain as a result of the work being done as aforesaid against default
- 8. The Director General may rescind the contract by notice in writing
  - i) if the printers assign or sublet the contract without the written approval of the Directorate:
  - ii) if the printers or other agents or servants shall
    - a) be guilty of fraud in respect of the contract or any other contract entered into by them with the Government. Or
    - b) directly or indirectly give promise or offer any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, to any officer or

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person in the employment of the Government, in any way, relating to such officer's or person's office or employment;

- iii) if the printers decline, neglect or delay to comply with any demand or requisition or in any other way fail to perform or observe any condition of this contract; and
- iv) if the printers become insolvent or apply for relief as an insolvent debtor or commence any insolvency proceeding or make any composition with other creditors or attempt to do so or in the case of the printer being registered company, for the winding up of the company.

In the case of such decision the security deposit shall stand forfeited to the Government and be absolutely at the disposal of the Government without prejudice to any other remedy that the Government may have.

9. If at any time after the acceptance of the tender the Government shall for any reasons whatsoever not require the whole or part of the job to be carried out, the Director General/ADG shall give notice in writing of this fact to the printer, who shall have no claim to any payment of compensation or otherwise, however, on account of any profit or advantage which he might have derived from the execution of the job in full but which he did not derive in consequence of the foreclosing thereof.

If such a foreclosure is done before the printer has commenced the work he will not be entitled to any compensation whatsoever. If, however, the printer shall have commenced the work before such foreclosure the Director General/ADG/Director shall decide what sum shall be paid to the printer as charges of compensation for the work already done and his decision in this behalf shall be final and binding on the printer.

- 10. If during the currency of the contract, the specifications of any article or articles to be supplied were changed by the Director General/ADG of RO, Central Bureau of Communication, Kolkata the printer shall continue to supply the said article or articles in accordance with the new specifications. The Director General/ADG will determine whether any revision in rates is called for and so decides he will fix the revised rate, but in the event of a dispute, the matter will be referred to the Secretary, Ministry of Information & Broadcasting for a final decision, which shall be binding on the parties.
- 11. A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if on enquiry it appears that the person so signing has no authority to do so, the Director General/ADG may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.
- 12. The tender shall hold good for a period of three months from the last date fixed for its submission

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- 13. Sales tax and/or other duties- Net rates should be quoted by printers. No central or State Taxes or duties will be borne by Government except where they are clearly specified by the printer in his quotation. Central Sales Tax where applicable stipulated by the printer will be paid at the prevalent rate and form "D" issued. Local taxes for local deliveries will be paid extra at the rates applicable at the time of delivery, provided the printer in his quotation stipulates them.
- 14. Security Deposit The printer whose tender is accepted shall furnish the Security Deposit to the Director General/ADG for the amount demanded, within the period specified in the acceptance letter. The security deposit shall be in such form as may be specified by the Director General/ADG. Unless the time limit for the submission of the security deposit is extended by the Director General/ADG, the failure on the part of the printer to furnish the security deposit within the specified period shall constitute a breach of the contract and the Director General/ADG shall be entitled to make other

arrangements for procuring the material agreed to be supplied under the contract, at the risk and expense of the printer. Provided, however, in the case of acceptance of the tender of printers, who have executed in favor of the President of India Standing Security Bond if the amount of the tender exceeds the limit which is covered by the bond, the printers shall furnish additional security deposit with the Director General/ADG for such additional amount within the period as may be directed by the said Director General/ADG. Provided also that no additional security will be asked for the Director General/ADG in case where the printer supplies the paper.

The Government shall be responsible for the loss of any security deposit documents while in their charge, but the Government shall not be responsible for any loss or reduction in value of the articles, nor for loss of or interest thereon. In the case of Bank Deposit receipt, the Government shall be responsible for any loss that may result on account of the failure of the Bank.

15. On due performance and completion of contract in all respects and on return in good condition of any samples or other property belonging to the Director General/ADG, which may have been issued to the printer, the security deposit, if not already forfeited, will be returned without delay to the printer. The security deposit of the printers, who have executed the Standing Security Bond, will be returned according to the conditions laid down in the Bond.

Recovery from the printer - Whenever under the contract any sum of money shall be recoverable from or payable by the printer unless the sum is paid by him on demand the Government shall be at liberty to deduct the same from any sum then due or which at any time thereafter may become due to the printer under the contract or under any other contract with the Government or from his security deposit. In the event of the security deposit being reduced by reasons of any such deduction or sale aforesaid, the printer shall within 11 days thereafter make good by cash or security any sum or sums which may have been deducted from or realized by the sale of his security deposit or part thereof. Any amount due to the printer under this contract may be adjusted against any amount then due or which may at any time thereafter become due to the Government or any other contract with the Government.

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- 16. The Government reserves the right to carry out a post-payment audit of the printer's bill including all supporting vouchers. The Government further reserves the right to enforce recovery of any overpayments coming to light as a result of such a check, by any or all the methods prescribed above.
- 17. The Director General/ADG has power to accept or reject any tender without assigning any reasons therefore and is not bound to accept the lowest or any tender.
- 18. The Director General/ADG may authorize such officers as he may wish to operate the contract on behalf of the Government and the printer will accept and carry out instructions given by such officers in connection with the contract as if the Director/Director General/ADG issued these.
- 19. The successful tenderer shall furnish the copy of Income Tax Return of the previous year if this has not already been done.

contract whatsoever shall be referred to the sole arbitration of any person nominated by the Secretary of the Ministry of Government of India, administratively dealing with the contract at the time of such nomination, or if there be no Secretary, the administrative head of such Ministry at the time of such nomination. It will be no objection to any such appointment that the person appointed as a Government servant that he had to deal with the matters to which the contract relates and that in the course of his duties as such Government servant he has expressed views on all/or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties of this contact. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Secretary or administrative head as aforesaid at the time of such transfer, vacation of office, inability to act shall appoint another person, to act as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with their reference from the stage at which his predecessor left it. It is also a term of this contract that no person other than a person nominated by the Secretary or administrative head of the Ministry as aforesaid should act as arbitrator, and, if for any reasons, that it is not possible the matter is not to be referred to arbitration at all.

20. All disputes and differences arising out of or in any way touching or concerning the

Such as aforesaid, the Arbitration Act 1940 shall apply to the Arbitration proceedings under this clause.

Upon every and any such reference as aforesaid the assessment of cost incidental to the reference and award respectively shall be in the discretion of the sole arbitrator.

Work under the contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due to or payable by the Government shall be withheld on account of such proceedings.

The venue of arbitration proceedings will be the premises of the Central Bureau of Communication, *Regional Office*, Kolkata or such other place as the sole arbitrator may decide.

DG/ADG, Regional Office ANNEXURE-V

Government of India
Ministry of Information & Broadcasting
New Delhi

**Subject:-** <u>Liquidated Damages Committee - Norms.</u>

Printers are taken on RO Kolkata, CBC Panel who fulfill minimum requirement of printing machines and other equipments, after the approval of Screening as well as Panel Advisory Committee. The tenders are called by RO Kolkata, CBC only from the empanelled printers. Various printed publicity materials are to be produced by RO Kolkata, CBC on the basis of the lowest quotations. Printers have to complete the job within the stipulated time as per the specifications laid down in the tender enquiry. Liquidated damages in case of delay, sub-standard workmanship or extra claim due to various changes incurred during the execution are to be decided by the L.D. Committee.

The following norms are to be observed in various cases towards liquidated damages: -

(1) Delay on the part of the printer up to 25% against specified timings are normally ignored provided publicity value is not affected.

For delay caused by printer in time bound jobs such as calendars, diaries etc. and jobs for particular occasions, the liquidated damages are made on the basis of the merit of the case.

A minimum cut towards delay will be Rs. 200/- and the cut less than Rs. 100/- will be ignored.

(2) For delay up to 50% of the specified time limit, the deduction will be @ 1% of total value of the job. For subsequent delay cut will be @1% for every 50% delay in case of printer paper and in case of Govt paper deductions will be double.

The cut for the delayed execution of job is limited to 10% of the total value of the job on printer's paper and 20% on Govt. paper. Beyond 500% delay may invite written warning/suspension/rejection on the merits of the case in addition to the cut as applicable.

- (3) Timings for each language are accounted from the date of the supply of the complete material for that language and the printer's are expected to take up each language as and when the material is received or proofs approved.
- (4) In case, changes/alterations are made by the deptt. Additional time on the merit of the case is to be allowed.
- (5) After submission of the proofs if the approval is held up for long time by the Deptt. for no fault of the printer, extra time for such cases from 1 to 3 days are allowed on the merits of the case, for rescheduling of the job.
- (6) When a printer is requested to do a job much earlier than the specified period, the delay occurring due to change of priority in case of other job may be given due consideration.

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- (7) Where complete material is handed over to out-station printer or his representative in Delhi normal transit period is allowed even though the printer or his representative may stay in Delhi.
- (8) Where a printer carries out the changes/improvements at his cost, the cost may be compensated towards deduction for delay, if any, on the merits of the case.
- (9) Minor variations in the actual colours used are accepted provided the total number of impressions is not affected.
- (10) Where the printer is asked to do the job much earlier than the specified timings, emergency charges for improvement of timings may be allowed as per the merit of the case.
- (11) In case of variation in weight of paper 2.5% variation in paper and 5% variation in card/board is condoned. Beyond permissible limits recovery will be made as under:
  - (a) If the printer takes permission in advance about using paper of less Weight /grammage then the cut will be made on actual difference in weight at market rate.

- (b) In case where printer fails to inform in advance, cuts are made at double of the market rate.
- (12) Cuts for non-conspicuous variation in printing quality and binding deficiency of the job will be @ 3% & 2% respectively. The cut will be imposed on the percentage of defective copies and not on the entire lot. The percentage of cut will increase for conspicuous defects on the merits of the case and will be decided by the L.D. Committee and can normally be up to 10%. Nature of defect is more important for deciding whether a job may be rejected.
- (13) 5% copies over or under of the specified quantity may be accepted subject to useful utilisation of the copies. However deduction in payment of the bill will be made accordingly.
- (14) Cuts for backing out after quoting the rates by the printer during financial year will be made as under

		Penalty	
S.No	Reason	First Time	Second Time
1	Backing out before the job is	`15,000/- with suspension from	`30,000/- with suspension from tenders
	awarded	tenders for a period of one month	for a period of six months
2	Backing out after the job is	5% of the total cost of the job or	10% ot he total cost of the job or
	awarded	minimum `25,000/- whichever is	minimum `50,000/- whichever is higher
		higher with suspension from	with suspension from tenders for a period
		tenders for a period of one month	of six month

Addll. Director General/Director General RO,Central Bureau of Communication