

Copy No: \_\_\_\_\_

No: 1(X)/8/2018/D(Cer)

Government of India

Ministry of Defence

New Delhi, the 21<sup>st</sup> December, 2018.

**Invitation of Bids for Printing of Republic Day Parade Brochure and Beating Retreat Programme Card in connection with Republic Day Celebrations, 2019**

To

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**Request for Proposal**

On behalf of the President of India, (hereinafter referred to as the Government) you are hereby invited to tender on the prescribed form enclosed Appendices 'A' and 'B' for Printing of 20000 multi-coloured Republic Day Parade Brochure and 8000 multi-coloured Beating Retreat Programme Card in connection with Republic Day Celebrations, 2019. The terms and conditions of the Contract are given below:-

**Forwarding of Bids & EMD**

2. Only Registered Firms who have sufficient experience in printing multi coloured brochure and programme card are eligible for applying against the above tender enquiry. Mere experience of successful completion of a few Government printing contracts will not be sufficient. Bids should be forwarded by Bidders under their original memo/letter pad inter-alia furnishing details like GSTIN number, Bank address with EFT account if applicable, etc. and complete postal & e-mail address of their office.

**Last Date/Time and Manner of depositing the Bids**

3. Tenders addressed to the President of India should be submitted along with a call deposit receipt of Rs.10,000/- (Rupees Ten thousand only) as earnest money in a sealed cover addressed to Under Secretary(Cer), Ministry of Defence, Room No.1, South Block, New Delhi-110011 and superscribed 'TENDER FOR PRINTING OF BROCHURE'. The EMD, in favour of Under Secretary(Ceremonials), Ministry of Defence, may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit receipt, Banker's cheque or Bank Guarantee from any of the public sector bank or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request).

4. 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 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The tender should be sent either by registered post or delivered personally so as to reach the addressee not later than **1500 hours on 31.12.2018** along with copies of all relevant experience certificates. Telegraphic or telephonic tenders will not be accepted. Tenders received late or incomplete in any respect are liable to be rejected. 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.

*Rajesh Chaudhary*

### **Time and Date for opening of Bids**

5. Tenders will be opened at **1530 hours on 31.12.2018** in the office of Under Secretary(Cer), Ministry of Defence, Room No. 1, South Block, New Delhi-110011 and tenderers or their authorized representatives may be present at the opening thereof.

### **Evaluation Criteria:**

6. (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Lowest Bid will be decided upon the lowest grand total price for printing of brochure for Republic Day Ceremony-2019 and Programme Card for Beating Retreat Ceremony-2019 arrived at on the basis of price/rate quoted by the particular Bidder as per the Price Format given at Appendix-B to this tender enquiry/RFP. Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned. There shall be no consideration of taxes in evaluation process of Price/Financial Bids. Thus, the ultimate cost to the MoD excluding taxes would be the deciding factor for ranking of Bids. The quoted rates, once accepted, shall remain valid till completion of Contract.

(c) 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.

(d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification/verification. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

### **Clarification regarding contents of the RFP**

7. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 04(four) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

### **Clarification regarding contents of the Bids**

8. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be 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.

### **Unwillingness to quote**

9. Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

*Rajesh Chavathy*

### Modification and Withdrawal of Bids

10. The tenderers have been permitted to tender on the explicit understanding that they shall not resile from their firm offer or modify the terms and conditions of the tenders to be kept open. The contractor cannot raise any dispute at any stage regarding the quotations submitted and accepted by the Government. In case, the quotations are withdrawn or any conditions are imposed thereon, the Government shall be entitled to forfeit the call deposit money of the tenderer, remove his name from the approved list of contractors and reject his tender.

### Acceptance/rejection of Bids

11. Acceptance of the tender shall be communicated to the successful tenderer (hereinafter called the 'Contractor') by a formal letter of acceptance thereof.

12. The Government does not pledge itself to accept the lowest or any tender either in full or in part and shall be at liberty to reject any or all of the tenders without assigning any reason thereof. The Govt. shall also be entitled to place orders for the supply in full or a part of the quantity required on anyone or more of the tenderers and tenderers shall have to supply the same on the rates and subject to the conditions of tendering. Canvassing by the bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

### Performance/security deposit

13. On receipt of the letter of acceptance from the Govt., the Contractor shall deposit immediately, but not later than **five days** after the receipt thereof, a sum of Rs.25,000/- (Rupees twenty five thousand only) as security deposit by way of Account Payee Demand Draft/Pay Order or in any other form mentioned in para 3 above with the Under Secretary(Cer), Ministry of Defence. Such deposit will not carry any interest.

14. On completion of this Contract to the entire satisfaction of the Government and subject to any deduction ordered by the Government against this or any other Contract with the Govt., the Security deposit in full or in part as the case may be, will be returned at the sole discretion of the Government to the Contractor and the Contractor cannot raise any objection thereto. Failure to deposit security amount within the stipulated period shall amount to breach of the contract and the Government shall be at liberty to make other arrangements for the printing at the risk, cost and expense of the Contractor without giving any notice to him and recover such other expenses as may be considered reasonable by the Government in its sole discretion. The Contractor will not be entitled to raise any dispute thereto.

### Technical details/specifications

#### 15. (A) REPUBLIC DAY BROCHURE

(a) Cover design to be shown to this Ministry by 07.01.2019.

(b) Art work of cover and page set up to be shown by 19.1.2019.

(c) Proof of inner material: First proof reading to be done by professional proof readers to be engaged by the printer and has to be completed by 21.01.2019.

*Rajesh Chandra*

(d) Delivery of printed material to commence from 22.01.2019 and to be completed on or before 1400 hours by 23.01.2019.

**(B) BEATING RETREAT PROGRAMME CARD**

(a) Cover design to be shown to this Ministry by 07.01.2019.

(b) Art work of cover and page set up to be shown by 19.1.2019.

(c) Proof of inner material: First proof reading to be done by professional proof readers to be engaged by the printer and has to be completed by 21.01.2019.

(d) Delivery of printed material to commence from 22.01.2019 and to be completed on or before 1400 hours by 27.01.2019.

**16. REPUBLIC DAY BROCHURE – IN MULTI COLOURS**

I. The price quoted per copy is F.O.R. South Block and inclusive of all taxes, expenses/packing and forwarding charges. The rate is for the brochure consisting of 4 cover page plus 36 pages inside.

II. **Size:** 21.5 cms x 28.0 cms

III. **Paper:**

(a) **Cover:** 300 GSM Imported Art Card Megnostar Glass with Matt lamination and photographs in 4 colours as per sample.

(b) **Inside:** Matt 130 GSM Imported Megnostar Gloss.

IV. **Quantity:** 20,000 Nos.

V. **Printing:** Offset Printing in multi colours. Printing to be done both in Hindi & English.

**BEATING RETREAT PROGRAMME CARD – IN MULTI COLOURS**

I. The price quoted per copy is F.O.R. South Block and inclusive of all taxes, expenses/packing and forwarding charges.

II. **Size:** 16.8 cms x 27.5 cms in three folds.

III. **Paper:**

300 GSM Imported Art Card Megnostar Gloss with Matt lamination and photographs in 4 colours outside with blue colour National Emblem and Service ensigns.

IV. **Quantity:** 8,000 Nos.

V. **Printing:** Offset Printing in multi colours for Beating Retreat Programme folder. Printing to be done both in Hindi & English.

**Note: The rate of brochure would be adjusted on pro-rata basis for any increase or decrease in number of pages of the brochure.**

**17. Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- a. The delivery of the material is delayed for causes not attributable to Force Majeure for more than 01 day after the scheduled date of delivery.
- b. The Seller is declared bankrupt or becomes insolvent.
- c. The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- d. As per decision of the Arbitrator.

### **Amendments**

18. 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 i.e. Government and the contractor and which expressly states to amend the present Contract.

### **Inspecting Authority**

19. Officers attached with D(Ceremonials)/MoD or their authorised representative detailed shall be the inspecting authority.

**20. Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –

a. Franking Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

b. Franking Clause in the case of Rejection of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

### **Quality**

21. Work will be carried out strictly in accordance with the specifications and as per the time schedule given in the preceding para. The essence of the order is the quality of the finished product and adherence to the delivery schedule for which no compromise would be made. In case of any default on your part in this regard, Government reserves the right to get the material printed through some other firm at your cost and expense and also impose a penalty as deemed adequate for not either adherence to delivery schedule or any default being noticed in quality of paper used or quality of finished product as per the sample shown to your representative. Government’s decision in this regard will be final and binding on you. Photographs on cover as well as inside pages will be printed with the approval of this Ministry. While all possible help will be provided by Ministry of Defence, the responsibility of the timely procurement of photographs/TPs for printing on cover as well as inside the Brochure shall squarely rest with the printer for which no extra payment would be made by this Ministry.

*Rajesh Chaudhary*

### Recovery Provisions

22. Time being the essence of the contract, if the contractor fails to cater during the scheduled time or violates any of the conditions of the contract, the Under Secretary(Ceremonials), (whose verdict in this respect shall be final and binding) shall be entitled to discontinue printing immediately and make other arrangements for the same at the contractor's risk, cost and expense and recover the extra expenditure so incurred from the contractor to which the contractor cannot raise any objection.

### Payment Terms and Paying Authority

23. 100% payment will be made on completion of the contract to the entire satisfaction of the Government, whose verdict in this respect shall be final and binding.

The contractor shall return all items given to him and submit a pre-receipted bill, in triplicate to Under Secretary (Cer), Ministry of Defence, who after necessary scrutiny of the bills, and after making such deduction as may be necessary under the terms of the contract shall arrange payment to the contractor, through **Principal Controller of Defence Accounts, New Delhi**.

24. After issue of the Letter of Acceptance of the tender all actions to be taken by the Government under this Contract shall be taken on its behalf by Under Secretary (Cer), Ministry of Defence and the Contractor shall correspond with him directly in all matters relating thereto.

### Transfer and Sub-letting

25. The Contractor 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 advantage of the present Contract or any part thereof.

### Liquidated Damages

26. In the event of the Printer's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods etc. as specified in this contract, MoD may, at its discretion, withhold any payment until the completion of the contract. MoD may also deduct from the Printer as agreed, liquidated damages @ 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every hour of delay, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

### Penalty for use of Undue influence

27. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour 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 Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on

behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

## **Taxes and Duties**

### **28. In respect of Indigenous bidders**

#### **(i) General**

- a. If Bidder desires to ask for excise duty or Sales Tax/VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- c. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- d. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently no applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charge by him 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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

## **Arbitration**

29. In the event of any dispute, question or difference between the parties in respect of any matters comprising this contract, the same shall be referred to the sole arbitration of Joint Secretary in-charge of Ceremonials in the Ministry of Defence or such other person as may be appointed by him for the purpose or any other officer performing his duties as the case may be. The Award of the Arbitrator shall be final and binding on the parties and there will be no objection to the appointment of any arbitrator on the grounds that he is a Government servant or that he has dealt with or will be dealing

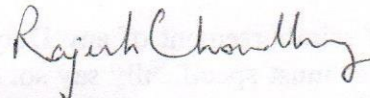
*Rajesh Choudhary*

with the matters in dispute in his official capacity. The Arbitrator may, with the consent of the parties, extend from time to time, the time for making/publishing the Award.

30. The venue of the arbitration shall be New Delhi. Subject to as aforesaid, the Arbitration Act 1940 and the rules thereunder and statutory modifications thereof, if any, for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

31. This letter is sent to you in duplicate, in English only. One copy of this letter may please be returned by you duly signed as indicated below along with your tender in token of your acceptance of the terms and conditions contained therein.

Yours faithfully,  
for and on behalf of the President of India



(RAJESH CHOUDHARY)  
Under Secretary to the Govt. of India  
Tele: 23016547

**ACCEPTED**

Signature of witness

Signature of Tenderer

Date \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_



Tenderer's No: \_\_\_\_\_  
 Tenderer's telephonic address, if  
 any \_\_\_\_\_  
 Tenderer's Telephone No \_\_\_\_\_

From:

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To

The President of India  
 Through Under Secretary (Cer)  
 Ministry of Defence  
 Government of India  
 New Delhi.

Sir,

With reference to your letter No. 1(X)/8/2018/D(Cer) dated \_\_\_\_\_ inviting tenders for printing of brochure for Republic Day Celebration and programme card for Beating Retreat Ceremony, I/We the undersigned (hereinafter called 'the tenderer') hereby offer to print the same at the rates given in the schedule attached. I/We have carefully gone through and have understood the requirement of the said items, the terms and conditions of the contract contained in your above referred letter received in duplicate, a copy of which has been signed and is hereby returned by me/us in token of my/our acceptance thereof. I/We agree to be bound by the provisions contained in the said letter.

2. I/We agree to hold this offer open up to and including the 10<sup>th</sup> February, 2019 and not to withdraw, amend, or modify the same during the said period and I/We shall be bound by a communication of acceptance dispatched within the said period. I/We have deposited the earnest money. I/We have understood that tender documents have been issued to me/us and I/We are being permitted to submit the tender in consideration of the stipulation on my/our part that after submitting the tender, I/We will not resile from this offer or modify the terms and conditions thereof till 10<sup>th</sup> February, 2019 and if I/We fail to observe and comply with the foregoing stipulation, the earnest money shall be forfeited to the Government of India.

Yours faithfully

Signature of witness

Date:

Address:

Signature of tenderer

Date:

Address:

Note: To be signed by all the partners or the partner authorized by others in the case of partnership firm and in all other cases by the legally authorized and competent persons.

*Rajesh Choudhary*

**SCHEDULE TO TENDER/PRICE BID FORMAT**

1. Tender to be addressed to : The President of India
2. Tender to be submitted to : Under Secretary(Cer)  
Ministry of Defence, New Delhi.
3. Last date of submission : **1500 hours on 31.12.2018**
4. Time, date and place of opening of the tender & Contact Numbers : **1530 hours on 31.12.2018 in Room No. 1, South Block, New Delhi. (Tel. 23012904, Fax:23016547)**
5. Tender open for acceptance upto : **1500 hours on 31.12.2018.**
6. Tender for

Sl. No.	Service	Rate per copy (excluding taxes)	Taxes	Rate per copy (including taxes)
1.	20,000 multi-coloured brochure for Republic Day Celebration-2019			
2.	8,000 multi-coloured programme card for Beating Retreat Ceremony-2019			

7. Place or places at which items is to be delivered : South Block, New Delhi
8. Experience of running Printing Press :
9. Address at which the present Printing Press is running. :
10. Tender signed in the capacity of the firm :
11. Earnest money deposited : Receipt No.
12. Condition of contract contained in the invitation to the tender No: 1(X)/8/2018/D(Cer) Dated \_\_\_\_\_.

Signature of witness

Signature of tenderer

Date &amp; Address

Date &amp; Address

Rajesh Chavally