#### INDIA TRADE PROMOTION ORGANISATION (A Government of India Enterprise)

#### File No.ITPO/ROK/Printing/2023

Date : 08/12/2023

Tender Notice for Empanelment of Printers for Regional Office, Kolkata for 2 years from FY 2023-24 and 2024-25

India Trade Promotion Organisation (ITPO), a Government of India Enterprise, invites applications from reputed printers, who are experienced in conceptualizing, designing, printing etc. with sound financial and technical capabilities for the empanelment with ITPO for two years to undertake the jobs with effect from the date of issuing award letters, however, these can be extended by further one year at the discretion of ITPO for the following categories:-

#### Offset multicolor printing jobs :

The printers under this head may apply who are capable to deal with high quality multicolour jobs, which are prestigious for ITPO such as printing of corporate folders, booklets, posters, fair guides, fair promotion folders for exhibitions including all offset printing jobs.

#### Screen printing/digital printing jobs :

The printers under this head may apply who are capable to undertake the jobs of printing of Invitation cards (1 colour + leaf printing), letter-heads, application forms (single colour), entry passes, badges, parking labels, handbills, visitor registration forms, stickers, etc.

The reputed printers who have relevant experience with the following facilities to handle the above jobs are eligible to apply category wise:-

Stages of	Facilities for Offset multicolor printing jobs	Facilities for Screen
jobs to be	(A)	printing/digital printing jobs
performed		(B)
Pre-Press	Availability of facilities for designing &	At least one PC for designing.
(Composing,	composing in both Hindi and English	scanner,
designing &	languages.	Printer
plate making,	At least three PCs	
etc.)	Scanner, Proofer, Colour Printers	
	Computer to Plate (CTP)/ Image Setter,	
	Complete Plate making machines	
Printing	At least two four-colour Computerized Plate	At least one mini off-set
	Control (CPC) off-set machines	printing machine.
	At least one double colour off-set machine.	At least one or more table for
	At least one single colour offset machine	screen printing
		Digital Ptg. arrangement
Post Printing	At least one Perfect Binding machine	At least one Cutting machine
(Binding/	At least two Programme cutting machines,	At least one Center stitching
Finishing)	At least one Section sewing machine,	machine

At least one Stitching machine,	
At least one folding machine, At least one lamination machine.	

Interested printers may apply for empanelment in the prescribed application form with tender document fee of ₹500/- (Rupees one thousand only) plus GST @ 18% from category "A" and ₹500/- plus GST @ 18% from category B towards cost of the Tender document fee, which may be paid through a DD (non refundable) payable to ITPO or through RTGS/NEFT as per details below. Those who apply for both will have to pay ₹1,000/- plus GST @ 18%.

The tender document is also available at ITPO's corporate website: <u>www.indiatradefair.com</u>. for information.

Payment of Tender	India Trade Promotion Organisation	
Document Fee through	Account No: Account No. 33228012232,	
RTGS/NEFT	IFS Code : SBIN0003681	
	State Bank of India,	
	La Martiniere Branch, Kolkata	

The Technical bid shall be opened in the presence of Screening/Inspection Committee at ITPO, Kolkata office. Those applicants who wish to be present at the time of opening of Technical bids may do so at the time and date mentioned above.

The Financial bids shall be opened of those entities only who are technically qualified by the Screening/Inspection Committee. The date, time and venue shall be intimated to them in advance, accordingly.

ITPO reserves the right to accept or reject the applications received for empanelment without assigning any reason thereof. ITPO officers (members of Screening/Inspection Committee may visit premises of printers (applicants).

The tender rates will be valid for two years from the date of issuing award letters, however, these can be extended by further one year at the discretion of ITPO.

(Regional Manager)

Enclosures:

Part A

- I: Technical details of Bid (to be submitted with application fee)
- II: Financial and business details of Company/Applicant
- III: Clientele list of the Applicant
- IV. Bid Security Declaration Form
- VI: General Terms & Conditions

Part B

Financial Bid (To be submitted in a separately)

# INDIA TRADE PROMOTION ORGANISATION APPLICATION FORM FOR EMPANELMENT OF PRINTERS

## PART A – (I) TECHNICAL DETAILS

1.	Applied for : (please tick mark $$ )	Offset multicolor printing jobs	Screen printing/ digital printing jobs

(Separate application should be submitted for each category by those who intend to apply for more than one category)

- 2. Name of the Agency:
- 3. (i) Postal address of the Registered Office:
  - (ii) Postal Address of Press Premises:
- 4. Nature of incorporation:Proprietorship/Partnership/Pvt. Ltd (please tick mark  $\sqrt{}$ ) /Public Ltd./other

(Please enclose copy of Memorandum/Articles of Association/Partnership deed etc. as applicable)..

:

:

5. Year of establishment : 6. Work Experience in years : 7. Registration No. : 8. GST No. 9. TIN no: 10. Contact person with Designation : PAN No. Mobile No. Telephone Nos.

Telephone E-Mail. Fax No.

11.Number of Employees:RegularTemporaryDaily wages:

12. If Member of any Printers' Association, please state name of association and Membership No. & Date.

:

:

13. Please state whether your agency has received any '*Award for Excellence*' in printing during the last three years (Please enclose copy of Certificates).

14. Is the press insured against fire, theft, burglary etc.? If so, please state the amount for which it is insured, the name of the insurance company and the policy No. etc.

15. Please enclose latest specimen of multi-colour posters, folders, booklets, brochures etc duly certified, stamped and signed by the authorized person that these have been printed by your agency during the last one year. The specimen should not be older than one year.

16. Clients (attaché list with name, address & contact details, as per Part-III format)

Signature of the authorized person (with designation & Rubber Stamp indicating complete address of the Office.)

Note : Please attach separate sheet, if the space under any column is insufficient.

## PART A - (II)

#### Company's financial/business details

# (On the letter-head of the Company to be submitted in a separate sealed cover) \*\*\*

Turnover for the last two financial years (2021-22,2022-23)

Financial Year	

2. Please indicate name of the client(s), address and contact details thereof, for whom any single job of minimum following value executed by the agency during the last three years, with supporting documents for considering in the relevant category.

(a) Good track record with clients. Please indicate the same with complete details and attach supporting documents, if any.

:

- (b) Have you attached quotation in the prescribed format for the relevant category?
- (c) Has your agency been placed in defaulter category by any Govt. Department?
- (d) Details of payment made to ITPO for the Application Form:

Category under which applied for

Demand Draft No. & date/or RTGs/NEFT :

Drawn on (name of the Bank)

I/We hereby certify that all the particulars given above are correct to the best of our knowledge. I/We shall also abide by the terms & conditions of ITPO for empanelment.

Signature of the authorized press person of with designation & Rubber stamp indicating complete address of the Office

:

Annexure-I

Part A –(V) –Bid Securing Declaration Form

Date:

Bid No:

To The Regional Manager, India Trade Promotion Organisation Vanijya Bhawan, 1/1 Wood Street 5<sup>th</sup> Floor, Kolkata – 700 016

We, the undersigned, declare that, we, M/s.....(herein referred as bidder) understand that, according to bid clause No. 31), bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit

Part A -(V) of the Tender Document, bidder renders the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with the India Trade Promotion Organisation (ITPO)(herein referred as Purchaser) for the period of *5years*, starting on bid submission closing dateif bidder are in breach of any of the following obligation(s) under the bid conditions:-

If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.

In case of as successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Tender Document or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Tender Document.

During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understands that this declaration shall expire if Bidder is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier. (Signature)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

# PART A - (VI)

#### **GENERAL TERMS & CONDITIONS**

The printing job is time bound. The agency which is assigned the job would be required to complete the same within the time-frame set up by ITPO, failing which the agency will be liable to pay the penalty as decided by ITPO.

The agency would keep the ITPO informed about the status of the assigned job at every stage. In the event of detection of any error or defect made by the agency at any time after the delivery of the copies ordered, the agency shall be bound, if called upon to do so to rectify such error or defect at its cost to the satisfaction of and within the time fixed by ITPO.

In case of poor quality or using paper other than specified, ITPO reserves the rights to impose suitable penalty and/or reject the entire lot as per ITPO's approved norms.

In the event of the delivery of any defective work which owing to urgency or for any other reasons cannot be wholly rejected, the ITPO shall have the power to deduct the amount towards penalty, as it may deem expedient from the payment due to the agency.

A schedule for the work and the delivery of printed copies will be drawn by ITPO, which will be intimated to the agency while placing the order for the job. The agency should accept the job only if it is in a position to complete the same according to the schedule.

In case of any claim by the agency found incorrect for the empanelment, the concerned authority will be informed for review of its registration and suitable action as deemed fit will be initiated against the concerned.

For assignment of job, ITPO shall issue a work order(s), specifying therein the size, quantity, specifications of paper, colours and security features. Printer should strictly adhere to the work order, special instructions, if any and the serial numbering provided by ITPO. To accommodate design, if required, sizes of the items to be printed may differ.

Printer should do pre-packing inspection while packing to check the quantity, category etc. and ensure that the declared items are contained in the packet.

Once the job is executed the printer shall deliver the same progressively to ITPO Stores. Printer shall ensure obtaining signature of recipient Officer of ITPO Kolkata with name, designation and date with seal of ITPO, for each delivery note/challan.

The Printer should have the required infrastructure/technical skills to undertake the work and whatever supplementing is required, should be done before undertaking the job and the job should be executed within the specified time under one premises.

-7-

The Printer will install necessary quality control checks and obtain required Electronic/Mechanical Equipment for testing an on-going work. A mechanism/process will be instituted for selecting pieces out of every batch produced to verify the quality and record of such testing will be kept which will be made available for inspection if called for.

The entire production process will be subject to vigorous checking by ITPO. The Printer shall provide inspection facilities to check that the infrastructural, security and quality control checks are fully met before start of production runs; further these could also be inspected by ITPO or its authorized representative at any time during the Printing Process.

ITPO will not compensate for any losses suffered by the printer such as cost of re-runs, excess printing etc. The printer should compensate ITPO for any losses on account of rejection due to bad printing quality.

The printer will print all the items in the work order as per the design approved by ITPO. The printer shall submit Proforma Invoice enclosing therewith the sample, copy of work-order, copy of delivery Challans in quadruplicate. Thereafter, ITPO shall issue pay order for the material supplied.

On the basis of pay order, printer is required to submit bill duly pre receipted (first copy) in triplicate (3 copies) along with voucher copy of samples, copy of work order, copy of pay order, 3 copies of Delivery Challan for settlement of bill.

ITPO envisages that all the jobs should be executed under one roof by the single printer. Therefore the bidders must quote all the items as given in the proforma. However, ITPO reserves its rights to allocate the job to more than one printer or any other printer.

ITPO reserves its rights to terminate/cancel/suspend the contract any time without assigning any reasons.

The terms & conditions mentioned in this letter shall be prevalent.

The Printer must return the duplicate of this bid-invitation letter duly signed along with his quotation in the prescribed form duly signed by an authorized signatory in acceptance of the terms & conditions.

The Application Form comprising of Technical Bid (Part A - i to vi) and the Financial bid Part B duly completed in all respects should be submitted on or before 8/9/2023 by 3.00 PM. The quotations will be opened at 03.00 p.m. on same day in the presence of the quotationers, who wish to be present.

The successful bidder would undertake & enter into an agreement on the stamp paper of  $\mathcal{Z}$  100/- duly attested by the appropriate authorities, that they will not disclose ITPO's 'designing display work' to others in any manner and also would not sublet the material to be printed to the other printers for safety reasons. In case, it comes to notice of ITPO at any stage, the party (Printer) will be responsible for that and liable for necessary action.

The successful party (i.e. empaneled party) will have to inform ITPO at least three months before it has planned to quit/withdraw the name from the empanelment of ITPO. ITPO may require small/bigger quantities of the above item(s) for its other big/smaller/much-smaller fair(s) and printer/supplier shall be bound to print/supply these at the quoted rates (valid for two years) without protest or demur.

The quantities mentioned in the tender are indicative and not the actual quantities. The actual quantities may be more or less than the quantities mentioned in the tender. The selection of the successful bidder would be on the basis of the number of quantities in which a party is L-1 and not by the aggregate amount created by computer. The successful bidder will have to work on the overall lowest rates i.e. on the item-wise lowest quoted rates in various quantities

of items in tender. In case any party refuses or disagrees, ITPO has full right to take work from the other party.

### Arbitration :

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English. The venue of the arbitration proceedings shall be the Office of ITPO.

JURISDICTION: All disputes arising out of and in relation to the Tender Contract between the parties herein shall be governed by Indian Law, subject to the jurisdiction of the Courts of Delhi only.

## Validity of Bids

1.	Published Date	13/12/2023
2.	Bid Document start date	13/12/2023
3.	Bid Submission start date	27/12/2023
4.	Bid Submission end date	03/01/2024
5.	Bid opening date	03/01/2024

FORCE MAJEURE : In at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any Act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/ compensation /costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is provided or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option terminate the Contract.

INDEMNITY: Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, cots and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions /dues to EPFO/ESIC/GOVT. Departments/Local Bodies/Statutory Authorities etc., which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

Confidentiality: Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/ or detrimental to ITPO's interest. Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause. Intellectual Property Rights: ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse /misrepresentation/ unauthorized use of ITPO's name/logo IPRs by the Agency and /or their sub-agents/sub-contractors/employees etc., the Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse /misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Agency shall indemnify ITPO against any misuse /misrepresentation/unauthorized use of ITPO's name/logo/IPRs and /or any claims(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/subcontractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

> (Rumela Roy) Regional Manager