



सत्यमेव जयते

**GOVERNMENT OF INDIA**

**Capacity Building Commission**

**REQUEST FOR EMPANELMENT (RFE) FOR  
PRINTING MERCHANDISE, ITEMS DOCUMENTS ETC FOR  
CAPACITY BUILDING COMMISSION**

**RFE No: 17-15/2023- CBC**

**Dated: 15<sup>th</sup> September 2023**

## FACT SHEET

1	Language of Proposal: English
2	Earnest Money Deposit (EMD)- Bidders need to submit "Bid Security Declaration"
3	Taxes: As applicable
5	Proposals will remain valid for at least for 180 days after the last date of submission of bid
6	Bidders must submit proposals as per formats specified in this RFE
7	Proposals must be submitted no later than the following date and time: <b>9<sup>th</sup> October 2023 (12 PM).</b>
8	The tender document can be downloaded from <a href="https://CBC.gov.in/">https://CBC.gov.in/</a> ; <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

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## 1 Letter of Invitation

Capacity Building Commission (CBC) invites proposals from registered business entities for printing/ supply of documents/ reports for CBC and Merchandise items for various events and workshops conducted by CBC time to time. Agencies will be empaneled for a period of up to 2 years extendable up to 12 more months on mutual consent of CBC as well as the empaneled agencies. Apart from regular available items, the agency should be able to design and create new innovative samples of merchandise items, design new documents for print and should have appropriate facilities and skilled workers to execute the job.

Category-I	Nature of work
Printing Documents/ Reports & Merchandise	(i) The agency should be able to print common items e.g. writing reports, books, pad, folders, brochures, pamphlets, Books, leaflets, reports, name tag, parking label, name badge etc., backdrop, hoarding, posters Vinyl/Paper digital print, standee etc). The items are not limited to this list and range can vary as per requirement.
	(ii) Printing and production of collaterals such as T-Shirts, Caps, Trophy, Mementos, Souvenirs, Pen drives, Bags (cloth, leather, plastic), lanyard, plastic card, name badges, card holders etc.
	(iii) The agency should have all type of printing facility (Offset, Digital, Laser, UV, Embossing, leaf printing etc), Graphic designer to create printing material.

Agencies will be shortlisted based on the information provided by them. The agencies who qualify the eligibility criteria will be evaluated on technical evaluation criteria at section 6.4. CBC reserves the right to reject any or all of the responses to this RFE without assigning any reason whatsoever. CBC takes no responsibility for delay, loss or non-receipt of response to RFE. CBC intends to empanel agencies for merchandise and printing category.

## 2 Important Dates

Sr.	Particular	Details
1.	Issuance of RFE	<b>15<sup>th</sup> September 2023</b>
2.	Last date of submission of pre-bid queries	<b>21<sup>st</sup> September 2023</b>
3.	Last date and time for RFE Submission	<b>9<sup>th</sup> October 2023</b> <b>12 PM</b>
4.	Bid opening Date & Time	<b>To be notified</b>
5.	Technical presentation and selection of agencies	<b>To be notified</b>

Note: 1. In case of any holiday falling on any of the above dates, the next working day to the holiday will be the effective date.

2. All the pre-bid queries must be in the format as given in section 7.1.

3. The queries shall be answered by CBC by uploading under the tenders section in CBC website and to the bidders.

4. CBC may, at its own discretion, extend the last date of submission or cancel the tender at any stage without giving any justification or prior notice.

## 3 Background

Capacity Building Commission (CBC) is in the process of creation of Annual Capacity Building Plans (ACBPs) for various Ministries/ Departments/ Organizations (MDOs) of the Government of India. The ACBP is a comprehensive strategic document that outlines key strategic areas that require intervention within the department and provides a macro picture of year-wise capacity building initiatives that cater to those areas. It is a product of several in person discussions with senior leadership to validate and guide the team towards areas of inquiry and analysis. CBC needs to get these ACBP reports printed time to time which are submitted to higher authorities, including Ministers.

### 3.1 Objectives:

CBC intends to empanel agencies/ vendors with latest technological capabilities for top notch quality printing documents and production of merchandise items; agencies that are experienced in handling international/national audience or can execute similar nature of work for different stakeholders, organized and supported by CBC.

## 4 Scope of Work

### 4.1 Printing:

- The printing and designing jobs broadly include printing of reports, books, official

documents, visiting cards, envelopes, letter head, brochures, posters, calendar, dairy, pamphlets, invitation cards, files, folders, paper bags, publicity material etc. on the basis of modern facilities and available as per national/international standards. The agency should have one designer in-house to design new printing material or modify the existing work.

- The agency should be able to provide a variety of other printing job requests, including backdrop, standees, and other publicity materials for events, conferences, exhibition in large or small volumes.
- Sometime, urgent work is required to be executed in a very short time. The agency is expected to adhere to such short notices and deliver items within timelines without compromising quality.
- The quality of color separation would be the responsibility of the production team of agency and approval of CBC with regards to final proofs which would be required before actual printing.
- The agency should have adequate arrangements for packing and dispatching the documents, if so required for which charges would be reimbursable. The postal/packing charges of courier service/postal department charges will be admissible as per actual rates,
- The Agency should have full-fledged unit of for usual design, preparation of art work, translation in English, Hindi and other regional languages etc., proof reading, designing, composing & printing etc.
- The agencies will be responsible for collecting manuscript and other materials free of charge. The agency will do the work of preparation of designs, proofreading, editing, printing, binding etc. as per the direction of CBC.

#### **4.2 Printing of Merchandise:**

- Create merchandise items for CBC i.e. Pen, Key ring, T-Shirt, Cap, Trophy, Souvenir, Pen drive, Bags (Paper, Cloth, Leather, Jute, Plastic etc.), lanyard, plastic card, name badges etc.
- The agency should be able to duplicate or modify the merchandise items as per the requirement of CBC. The agency should have one designer in-house to design new merchandise items.
- The agency may suggest and design new merchandise items. The agency should be able to use all materials available in the market.

The agency should be able to execute all types of merchandise items using all types of material available in the market (i.e. acrylic, metal, plastic, crystal, cloth, leather etc.).

## 5 Eligibility Criteria

Sr	Item	Criteria	Documents to be submitted
1	Legal Entity	A Bidder is required to Bid on its own and no Joint Ventures or Consortiums are permitted. The RFE can be responded to only by registered business entities in India with at least three years' experience in the similar field, starting 2020.	Copy of Certificate of Registration/ Documents + Declaration by Authorized Signatory
2	Location	Bidder must have their registered Head office in Delhi/ NCR	Representative for Head/Branch Office Address
3	Tax Registratio n	The Bidder must be registered under Income Tax, PAN, GST and/or any other statutory authority required for this purpose	Copy of PAN, GST or/and details of other statutory authority
4	Financia l Standing	The average annual turnover during last three financial years (2019-20, 2020-21 & 2021-22) should be at least <b>Rs. 25 lakh</b> , out of which, the minimum turnover per year should not be less than Rs. 5 lakh.	Certificate from CA/ Statutory Auditor citing the revenue/ turnover from similar business for last 3 Financial Years (FY 2019-20, FY 2020-21 & FY 2021-22).
5	Project Experienc e	Must have completed at least 3 projects of similar nature of work in Government Department/Ministry (State/Central)/ PSUs/NGO/ Private sector.	Copy of Work Orders/ completion certificates/ invoice raised.
6	Blacklisting	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Ministry/ Department the Government as on last date of bid submission and should not be under liquidation.	Self- certified letter attested by the authorized signatory

## **6 Evaluation and Empanelment Procedure**

In order to empanel agencies, CBC will constitute an Evaluation Committee to evaluate the proposals submitted by agencies. During evaluation of proposals, CBC, may, at its discretion, ask the agencies for clarification on their applications. The process for empanelment is as given below.

### **6.1 Evaluation process:**

Scrutiny of eligibility criteria mentioned in this RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed and stamped, qualification criteria fulfilled and all relevant papers submitted are in order as per this RFE document. The Evaluation Committee can seek additional information from the agencies, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record etc. will be rejected.

### **6.2 Evaluation based Eligibility.**

First the eligibility criteria documents as per section 5 will be reviewed/evaluated and only those bidders who qualify the pre-qualification criterion, will be eligible for technical presentation. Technical Proposal of Bidders who do not meet the Eligibility criteria will not be opened. All the supporting documents/documentary evidence must be attached as per specifications.

### **6.3 Evaluation Criteria**

- a. CBC shall evaluate the responses of the agencies to this RFE and scrutinize the supporting documents/documentary evidence as per standard formats. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection.
- b. The decision of CBC in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with CBC. CBC may ask for meetings with the Bidders or may to seek clarifications or confirmations on their proposals.
- c. During the proposal evaluation, CBC reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFE. The Evaluation Committee (EC) constituted by the CBC shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in the RFE.
- d. CBC reserves the right to check/ validate the authenticity of the information provided in the pre- qualification, technical evaluation criteria and the requisite support must be provided by the bidder in this regard, in case CBC requests any further document or clarification.

#### 6.4 Technical Evaluation:

The technical evaluation will be done on the basis of documents submitted and technical presentation, if any, by the agency. The agency is expected to submit soft copies of the documents via CPP portal.

The qualifying score will be 70 marks out of 100. The agencies who qualify in the technical evaluation will be offered empanelment with CBC. The empanelment will be for a period of 2 years, extendable up to 12 more months on mutual consent.

#### Technical Evaluation Criteria

SI	Type	Max. Marks	Documents Required
1	Empaneled with any Govt. Department/ Ministry (State/ Central)/PSU in last three years With one office- 5 marks With 2 to 3 offices- 7 marks With more than 4 offices- 10 marks	10	Letter of Empanelment / Letter of Award/ Work Order
2	Annual Average Turnover during the last three financial year 20- 25 lakhs = <b>10 marks</b> 25- 30 lakhs = <b>15 marks</b> More than Rs. 30 lakhs = <b>20 marks</b>	20	CA Certificate with UDIN Number
3	Work Experience with Govt. organizations/ PSUs/ Autonomous bodies in last 3 years (attach work order/completion certificate). Minimum 2 work orders from Govt. organization. Categories your work order FY wise (Ref Form 6) 1 Work order- 5 marks 2-3 work orders- 10 marks 4 & above work orders- 15 marks	15	Work Order/ Letter of Award/ Contract/ Invoice
4	Specimen of similar work executed in the past 3 years (Attach list) 10 best samples should include following types of items only (Trophy, Memento, Bag, Pen-drive, Coffee mug, coffee table book, annual report, magazine, brochure etc.) - per sample 3 marks <b>Note: Samples may be produced at the time of Presentation</b>	30	Physical demonstration to Committee Members
5	Presentation by the Agency: Company Profile, Team Members with experience, innovative samples of merchandise items, work experience with organization.	25	
	<b>Total</b>	<b>100</b>	

## 7 Pre-Bid Clarifications

### 7.1 Bidders Queries

- a. The Bidders will have to ensure that their queries, if any, are submitted latest by 21<sup>st</sup> September 2023.
- b. It may kindly be noted that no bid-query will be received through phone call. All queries must be submitted in writing through e-mail only at the specified e-mail ID (cbc-dopt@gov.in).
- c. All the queries should necessarily be submitted in the following format in Excel:

Sr.	RFE Document Reference(s)		Query by bidder	Reason for query
	Page No.	Section No. & Name		
1.				

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the indicated date/time may not be entertained.
- f. Designated e-mail ID for submission of queries: email: [cbc-dopt@gov.in](mailto:cbc-dopt@gov.in)

### 7.2 Clarification to Pre-Bid Queries/Issue of Corrigendum

- a. Clarification to the queries received will be published at [www.cbc.gov.in](http://www.cbc.gov.in) (CBC Website) as per the timeline specified. However, CBC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CBC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, CBC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE Document by a corrigendum/Addendum.
- c. After the pre-bid conference/meeting, the Corrigendum/Addendum (if any) & clarifications will be published at the CBC website as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s)/addendum(s) published/issued shall be deemed to be incorporated into this RFE.
- e. In order to give prospective Bidders reasonable time to take the corrigendum/addendum into account in preparing their bids, CBC may, at its discretion, extend the last date for the submission of Proposals.

### 7.3 Publication/Announcement of RFE Document

- a. RFE document will be published on the following websites:

<https://cbc.gov.in/>; <https://eprocure.gov.in/eprocure/app>

#### 7.4 Earnest Money Deposit (EMD) -Bid Security

- a. All the Bidders shall submit “**Bid Security Declaration**” as EMD -refer Format at **Form 2**.
- b. Bids submitted without the “[Bid Security Declaration](#)”, or any other format will be liable for rejection without providing any opportunity to the bidder concerned.
- c. **Bid Security Declaration** must remain valid for at least 45 days beyond the final bid validity period and the validity of the **Bid Security Declaration** should be extended in the event the last date of bid validity is extended.
- d. **Bid Security Declaration** of all unsuccessful bidders would go void from the final selection processes completed. The **Bid Security Declaration** of selected bidder(s) would be void upon Language.

#### 7.5 Late Bids

- a. All Bidders are required to submit their bids (complete in all respects) within the time and date as specifications given in the RFE. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. CBC shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subjects will be entertained. CBC reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
- b. Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. CBC shall not entertain any bids which could not be submitted properly for whatsoever reasons within the requisite timelines.
- c. CBC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on the CPPP). In such case, all rights and obligations of CBC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### 7.6 Tender Validity

The offer submitted by the bidders should be valid for minimum period of 180 days from the last date of submission.

### 8 Submission of Bid

Proposal must be submitted at CPP portal only. No physical documents are required to be sent to CBC office. The following e-file system needs to be followed -

E-file-1: Pre-qualification Criteria (documents as per section 5) along with letter of authorization, EMD and No Deviation Certificate.

E-file-2: Technical Criteria (documents as per section 6.4).

## **9 Post Empanelment Process**

- i) CBC shall award the empanelment to the selected bidder/s scoring minimum 70 marks out of 100, by issue of Letter of Empanelment (LOE) and notify the same on CBC website and reserves the right to terminate the empanelment for reasons of non -performance.
- ii) The empaneled agencies may be required to sign a NDA or Integrity pact with CBC as per direction.
- iii) The work shall be allotted to a suitable agency as per the requirement.
- iv) The selected bidder is expected to commence the assignment on the date and at the location specified in the Contract/ Work Order
- v) CBC may invite quotes/ prices at the time of issuance of work order.
- vi) The payment, payment terms, deliverables/ milestones and penalties for delays in completion of the work assigned shall be finalized while awarding the work order/ contract by the MDO.
- vii) No additional Out-of-Pocket expenses shall be payable by MDO/ CBC unless pre-approved in writing by respective MDO/ CBC.
- viii) CBC may at any time terminate the empanelment by giving a written notice to the firm/company without any compensation if the firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to CBC. The empanelment shall also be terminated in case of breach of any of the terms and conditions of the empanelment.

## **10 General Instructions to the Bidders**

### **10.1 Right to Terminate the Process**

- a. CBC may terminate the RFE process at any time and without assigning any reason. CBC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFE does not constitute an offer by CBC. The bidder's participation in this process may result in CBC selecting the bidder to engage towards execution of the contract.

### **10.2 Allocation of Work**

- Mere empanelment with CBC does not guarantee allocation of work. For every work requirement, CBC will circulate a Scope of Work (SOW) to its empaneled agencies. The scope of work is a brief list of activities to be undertaken by the empaneled agencies depending on requirement of CBC and events pertaining to CBC.
- CBC may ask the agency to create/modify available merchandise sample for CBC on mutual consultation and agreement. The selected sample will be available with CBC and agencies can see these items before submission of quotation. Content to be printed on the materials will be provided by CBC in the form of word document/ PDF/CDR/JPEG files.
- The allocation of work will be based on financial quote lowest rate (L1) as quoted by the agency. It is expected that all empaneled agencies will participate in every bidding process.

- 10.2.1 CBC reserves the right to award the work to any of the empaneled agencies, based on the merit of their credentials and financial quote for a particular selected item. The Evaluation Committee will be the final authority for selection of work.
- 10.2.2 The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the empanelment. The qualified agency shall carry out work and its obligations with due diligence, ensure in accordance with generally accepted norms, techniques and practices used in the industry. Non acceptance of the work order may result in forfeiture of Performance Guarantee and may also make the agency liable for being blacklisted by the Division.
- 10.2.3 Allocation of work shall be at the sole discretion of CBC and the decision shall be final and binding to all agencies. All expected deliverables shall be submitted to CBC within as per timeline after issuance of Work Order.

### **10.3 Quality and Deliverable timelines**

- 10.3.1 The quality of merchandise items should be of very high standard and copies found defective will be summarily rejected. Successful Bidder must get samples approved from CBC before mass production and effecting delivery. CBC and its representatives shall have the right to inspect composing, scanning, designing, artwork, editing, layout, processing, printing, etc at any stage and have full right to reject the entire quantity, if not found as per required specifications.
- 10.3.2 Delivery should be strictly time-bound. Bidder is liable to make all amendments/improvements suggested by CBC. Once the sample is finalized, the bidder must deliver the material within the stipulated time (as per the agreement with CBC) from the approval date of sample or any date modified by CBC. In case the Bidder fails to deliver the required items within stipulated time mentioned in the work order, liquidated damages as per the terms & conditions will be charged. All defective items shall have to be replaced within the stipulated time and default on the same count shall be liable for levy of penalties.
- 10.3.3 CBC may ask the empaneled agency at any point of time to produce merchandise material at very short notice depending on the requirement of work. The client servicing team of the agency must be available to CBC office, New Delhi as and when required by CBC.
- 10.3.4 As per the time schedule agreed between the parties for specific projects given to the empaneled agency, the agency shall submit all the deliverables on the due date as per the delivery schedule. The agency shall not disclose the contract, drawings, specifications, plan, pattern without the CBC's prior written consent. In the event of termination of the contract, all the documents used by the agency in the execution of the project shall become property of CBC.
- 10.3.5 In case of delay in execution of the assigned work by the empaneled agency as mentioned in the scope of work, CBC may impose a penalty of 1% of the work order value per day, maximum of 10% which may be imposed by CBC.

However, If the delayis beyond 07 days, CBC may cancel the work order and may forfeit the Performance Guarantee.

10.3.6 If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with CBC), negligent (such as quality of deliverables not up to the mark), non-supportive attitude ( such as non-engagement of adequate resources in the prescribed time frame) of the Agencies and CBC decides to abort the empanelment because of such failure, then a sum up to 50% of the value of the work order shall be recovered from the agencies Performance Guarantee.

#### **10.4 Completeness of Response**

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFE document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications.
- b. Failure to comply with the requirements of this RFE may render the proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFE.
  - ii. Submit the forms as specified in this RFE and respond to each element in the order asset out in this RFE
  - iii. Include all the supporting documentations specified in this RFE.

#### **10.5 Change Orders:**

CBC may at any time, before completion of work under project awarded to empanelled agency, change the work content by increasing/reducing the quantities by 20% as mentioned in the work order for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the work in the increased/decreased quantity on pro-rata basis within the stipulated time.

#### **10.6 Right to Terminate the Process:**

CBC may terminate the RFE process at any time and without assigning any reason. CBC makes no commitments expressed or implied that this process will result in a business transaction with anyone.

#### **10.7 Penalties:**

10.7.1 In case of delay in execution of the assigned work by the empaneled agency as mentioned in the scope of work, CBC may impose a penalty of 1% of the work order value per day, maximum of 10% which may be imposed by CBC.

However, If the delays beyond 07 days, CBC may cancel the work order and may forfeit the Performance Guarantee.

10.7.2 If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with CBC), negligent (such as quality of deliverables not up to the mark), non-supportive attitude ( such as non-engagement of adequate resources in the prescribed time frame) of the Agencies, CBC may decide to terminate the empanelment because of such failure.

#### **10.8 Payment Schedule:**

The Competent Authority will certify that the job is completed and satisfactorily and as per the work order. The payment will be made within one month after the receipt of the invoice/bill.

### **11 GENERAL TERMS AND CONDITIONS:**

The following terms and conditions are of a general nature, and are given here only for the information of the Agency.

#### **11.1 Nativity**

The organization must be incorporated in India as per details given under this RFE and should be based in Delhi.

#### **11.2 Relationship**

- a) No partnership shall be constituted between CBC and the agency by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

#### **11.3 Right to rejection and right to annulment**

CBC reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected agency(s) or any obligation to inform the affected agency(s) of the grounds for such decision.

#### **11.4 Fraud and Corruption**

CBC requires that the agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). CBC will reject the application for empanelment, if the agency recommended for empanelment, has been determined by CBC to having been engaged in corrupt, fraudulent, unfair trade

practices, coercive or collusive. These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CBC or any personnel during the tenure of empanelment.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CBC, and includes collusive practice among agencies (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive CBC of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of items different from what is ordered on, or changes in the Scope of Work which was agreed by CBC & agency.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) "Collusive practices" means a scheme or arrangement between two or more agencies with or without the knowledge of the CBC, designed to establish prices at artificial, non-competitive levels;

CBC will reject an application for award, if it determines that the agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

### **11.5 Confidentiality**

Information relating to evaluation of application and recommendations concerning award of work shall not be disclosed to the agencies who submitted the applications or to other persons not officially concerned with the process. The undue use of confidential information by any agency related to the empanelment process may result in the rejection of their application.

### **11.6 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

### **11.7 Jurisdiction of Courts**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

### **11.8 Period of Empanelment**

CBC shall empanel agencies for two years. The empanelment duration may be extended by 12 more months or till the project is running at the sole discretion of CBC on same terms & conditions.

### **11.9 Indemnity**

The agencies will indemnify CBC against any misuse of CBC Name, Brand Name - CBC logo. For any misuse of CBC name and such logos, the agency themselves will be held responsible. CBC will take necessary legal and other actions for such cases. CBC will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the agency.

- I. Termination / Withdrawal \Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- a. CBC reserves the right to withdraw/ terminate empanelment of agency in any of following circumstances:
  - i Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the agency' organization
  - ii Information provided to CBC is found to be incorrect;
  - iii Empanelment conditions are not met within the specified time period;
  - iv Misleading claims about the empanelment status are made;
  - v Clear evidence is received that empanelled agency has breached copyright laws/ plagiarized from another source;
- b. If the agency does not execute the contract to the satisfaction of the CBC then the CBC may invoke any or all of the following clauses.
  - i Forfeit the Performance Bank Guarantee/ FDR/ Draft submitted to CBC as EMD/Security deposit.
  - ii Terminate the contract without any liability of CBC towards the empanelled agency.
  - iii Amendment at any time prior to deadline for submission of applications, CBC may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all agencies

#### **11.10 Disclaimer**

(i) This RFE is not an offer by the CBC, but an invitation to receive responses from eligible interested agencies as merchandise agencies for the CBC. The CBC will empanel limited agencies who fulfill the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

(ii) The evaluation shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by CBC is not provided by agency, CBC may choose to proceed with evaluation based on information provided and shall not request the agency for further information. Hence, responsibility for providing information as required in this RFE lies solely with agency.

#### **11.11 Binding Clause**

All decisions taken by the CBC regarding this contract shall be final and binding on

allconcerned parties.

### **11.12 Agency's Integrity**

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### **11.13 Agency's Obligations**

- a. The Agency is obliged to work closely with the CBC's staff, act within its own authority and abide by directives issued by the CBC.
- b. The Agency will abide by the job safety measures prevalent in India and will free the CBC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the CBC responsible or obligated.
- c. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.

### **11.14 Confidentiality**

1. The selected/empanelled Bidder(s) shall keep confidential all the details and information with regard to the assignment, individual information of resources including documents, employee records, systems, facilities, operations, management and maintenance of the systems/facilities.
2. CBC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against selected/empanelled Bidder regarding any forbidden disclosure.
3. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - (a) Information already available in the public domain;
  - (b) Information which has been developed independently by selected/empanelled Bidder;
  - (c) Information which has been received from a third party who had the right to disclose the aforesaid information;
  - (d) Information which has been disclosed to the public pursuant to a court order.
4. Any handover of the confidential information needs to be maintained in a list, both by CBC & selected Bidder(s), containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
5. Notwithstanding anything to the contrary mentioned hereinabove, selected Bidder(s) shall have the right to share the Letter of Intent / work order provided to it by CBC in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

### **11.15 Forfeiture of Performance Bank Guarantee/FDR/Draft**

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the followingcases:

- a. When the terms and conditions of contract is breached/infringed.
- b. When contract is being terminated due to non-performance of the Successful Bidder.
- c. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final.
- d. After acceptance of the invoice along with the supporting documents, the invoice would be processed for release of payment within 30 working days after due verification of the invoice & other supporting documents.
- e. The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax/GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the selected/empanelled Bidder(s).
- f. No Payment shall be made in advance to neither the selected Bidder nor any loan from any bank or financial institution be recommended on the basis of work award.

### **11.16 Termination of the Contract**

- i. CBC, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for CBC convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by CBC.
- ii. If the Bidder fails to deliver material for three times consecutively, the Work Order/Contract will be cancelled.
- iii. If the bidder delays the production of material for more than 7 days at three occasions consecutively then the Work Order/Contract will be cancelled.

### **11.17 Dispute Resolution**

- i. If a dispute arises in relation to the conduct of this Contract (Dispute), parties must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- ii. During the 14 days after a notice is given (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators,

wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction at New Delhi, Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. Arbitration Proceedings shall be conducted in English. The Arbitration proceedings, its seat and venue will be held at the jurisdiction at New Delhi, Delhi. Any legal dispute will come under the sole and exclusive jurisdiction of courts at New Delhi, Delhi.

#### **11.18 Force Majeure Definition**

- i. For the purposes of this Engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
  - a. any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor
  - b. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## Form 1: Technical Bid Cover Letter

<Original signed copy on company letter head>

The Secretary  
Capacity Building Commission  
22<sup>nd</sup> Floor, Jawahar Vyapar Bhawan  
Janpath, New Delhi 110001

**Subject:** Submission of the bid for printing merchandise, items, documents etc. for CBC  
<Bidder's Name>”

Dear Sir,

We, the undersigned, offer to provide the services for printing merchandise, items, documents etc. for CBC Request for Empanelment dated <insert date>. We are hereby submitting our Technical Bid for your perusal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of this RFE document. We would hold the terms of our bid valid for the number of days as stipulated in the RFE document. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

(Authorized Signatory)

Name:  
Designation:  
Address:

## Form 2: Bid Security Declaration

<Original signed copy on company letter head>

### *Bid Securing Declaration*

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,

The Secretary  
Capacity Building Commission  
22<sup>nd</sup> Floor, Jawahar Vyapar Bhawan  
Janpath, New Delhi 110001

**Subject:** Submission of the bid for printing merchandise, items, documents etc. for CBC  
<Bidder's Name>”

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

### Form 3: Eligibility Details

Bidders are requested to furnish the following information and enclose along with quotation.

S.No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	Name & Designation of Authorized person	
5.	Contact Name	
6.	Address	
7.	Mobile	
8.	Telephone	
9.	Email Address	
10.	Brief Description of the Organization	

Authorized Signature

Name

Designation

Stamp

**Form 4: Certificate for Average Annual Turnover**

(On Statutory Auditor's Letter Head)

We hereby certify that total average annual turnover of M/s \_\_\_\_\_ (name of the bidder) during the last three audited financial years is as given below:

Annual turnover in INR			Average Annual Turnover
FY 2019-20	FY 2020-21	FY 2021-22	

(Signature of Statutory Auditor)  
Name of Statutory Auditor:  
Name of Statutory Auditor Firm:  
Contact Details (Number and e-mail ID)  
Seal

**Form 5: Projects Experience (Last three Years)**

No	Name of the Agency	Work Details Order Date	Year	Amount	Details of Items

## Form 6: No deviation Certificate

<Original signed copy on company letter head>

To,

The Secretary  
Capacity Building Commission  
22<sup>nd</sup> Floor, Jawahar Vyapar Bhawan  
Janpath, New Delhi 110001

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/ RFE (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to certify that our offer contains no deviation on the Scope of Work, Legal or Commercial aspects in either direct or indirect form.

Sincerely,

**(Authorized Signatory) Signature:**

Name:

Designation:

Address:

Seal:

Date: