RFP No. D-29012/003/2019(Ptg.) RG, Dated 21-06-2019

Request for empanelment of offset printers for Printing (including Paper), Binding and Packaging of Census Publications, Schedules, Forms, Instruction Manuals etc. by Offset Printing Process

Office of the Registrar General and Census Commissioner, India Ministry of Home Affairs, Govt. of India, ISt Floor, NDCC Building-II, Jai Singh Road, New Delhi-110001

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1. NOTICE FOR INVITING e-TENDER

1.1. Purpose/Intent for RFP

For and on behalf of the President of India, the Registrar General & Census Commissioner, India, Ministry of Home Affairs, Government of India invites an open tender (in two bid system) from the Offset Printers located in **Delhi/NCR** fulfilling the eligibility criteria for empanelment to undertake the activities of Composing (through DTP), Scanning, Plate Making, Printing (including Paper), Binding, and Packaging of the Census related material like Publications, Forms, Schedules, Instruction Manuals etc. by Offset Printing Process.

Tender documents may be downloaded from the CPP e-Procurement Portal **https://eprocure.gov.in/eprocure/app** or the Office of the Registrar General, India website **www.censusindia.gov.in** as per the schedule given in following DATE SHEET:

1	Tender inviting authority Designation/ Address	Office of the Registrar General & Census Commissioner, India (ORGI), Ministry of Home Affairs, NDCC Building- II, Jai Singh Road, New Delhi-110 001
2	Mode of submission of tender	Electronic Tenders (only) are to be submitted through e- Tendering CPP portal which can be accessed using URL https://eprocure.gov.in
3.	Job requirement	Printing including paper, binding and Packaging of Census Publications, Schedules, Forms, and Instruction Manuals etc. by Offset Printing Process
4.	Language(s) in which items to be printed	Hindi, English and Regional Languages
5.	Validity of the Tender	Rates inclusive of all taxes etc. will be valid for a period of two years
6.	Cost of RFP	NIL
7.	Pre-Bid Meeting Place	ORGI, 1 st Floor, NDCC Building-II, Jai Singh Road, New Delhi-110001
8.	Details of the contacts for Clarifications	Deputy Registrar General (Ptg.)
	and Queries	Office of the Registrar General, India (MHA) NDCC Building-II, Jai Singh Road, New Delhi-110 001 Tel- 011-23438283, E-mail : manjoISS9.rgi@nic.in
9.	Online Opening of bids	Bids will be opened online as per mentioned dates and time.
		Interested representative of bidders not more than 1 (or 2) per bidder may present themselves at ORGI, 1 st Floor, NDCC Building-II, New Delhi-110001 or may participate from their respective offices.
10.	Date for opening of Financial/	To be intimated separately to eligible bidders on ORGI's website
	Commercial Bids	& through CPP Portal.

1.2. Key Events and Dates

1.3 DATE SHEET

Published Date & Time	21-06-2019 at 1520 hrs
Bid Document Download Start Date & Time	21-06-2019 at 1600 hrs
Seek Clarification start Date & time	21-06-2019 at 1800 hrs
Seek Clarification end Date & time	28-06-2019 at 1200 hrs
Pre-bid Meeting Date & time	28-06-2019 at 1600 hrs
Bid Submission Start Date & Time	21-06-2019 at 1800 hrs
Bid Submission Closing Date & Time	11-07-2019 at 1200 hrs
Technical Bid Opening Date & Time	12-07-2019 at 1500 hrs

2. SCOPE OF WORK

2.1. Overview of Census

The Indian Census is the most credible source of information on Demography (Population characteristics), Economic Activity, Literacy and Education, Housing & Household Amenities, Urbanization, Fertility and Mortality, Scheduled Castes and Scheduled Tribes, Language, Religion, Migration, Disability and many other socio-cultural and demographic data since 1872. Census 2021 will be the 16th National Census of the Country. This is the only source of primary data in the village, town and ward level. It provides valuable information for planning and formulation policies for Central and the State Governments and is widely used by National and International Agencies, Scholars, business people, industrialists, and many more.

It has been decided with the approval of the competent authority to empanel reputed printers from the open market for printing, binding and Packaging of Census Publications, Schedules, Forms, and Instruction Manuals etc. by Offset Printing Process for a minimum period of two years, which may be extendable depending upon the requirement.

2.2 Scope of work: Empanelment of printers to undertake the activities of Composing (through DTP), Scanning, Plate Making, Printing including Paper, Binding, and Packaging of the Census related material like Publications, Forms, Schedules, Instruction Manuals etc. by Offset Printing Process.

3. PAYMENT DETAILS

- i. The Payment will be released only after the successful completion of the job assigned within the stipulated time and satisfactory acceptance by this Office. In case, the job is not completed within the stipulated time or is not as per the desired quality, Security Deposit provided by the bidder and lying with this Office will be liable to be forfeited.
- ii. In the event of the Printers failure to complete the work as per the terms of the Contract and to the satisfaction of ORGI, the same will got be printed through other agencies at the risk and cost of the Printer. The decision of the ORGI in this regard shall be final. Further the printer will be liable for black listing.
- iii. All proofs, negatives, positives, CRC/MSS, PDF and Open file in soft copy, trial copies, spare copies etc. shall be the property of ORGI and have to be returned to ORGI along with the printed material.
- iv. Time and quality are the essence of the contract. Work must be completed within the stipulated period, in any circumstances.
- v. Payments shall be subject to deductions of any amount for which the Printer is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act and any other taxes.
- vi. Should there be a requirement for extension of services of printing; payments shall be made as per the terms and conditions of the initial contract.

4. GUIDELINES FOR SUBMITTING PROPOSAL

4.1. Technical Proposal

- A. In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail.
- B. The bidders interested to participate in the Tender should fulfill the following eligibility criteria.
 - (i) The bidder has to submit the Letter of Transmittal duly signed by authorized signatory of the firm.
 - Printing Presses having the experience of large scale in-house printing of Publications, Schedules, Forms, and Instruction Manuals etc. by Offset Printing Process, Binding and Packaging in Government/public sector undertakings.
 - (iii) They should have at least 5 work orders from Govt./Public Sector Undertakings each valuing more than Rs. 10.00 lakh during 3 financial years (i.e 2015-16, 2016-17 and 2017-18).

Item	Description	Requirement
Pre-Printing	 (a) Facility of composing through DTP for Hindi/English/ other regional languages with designing facility 	In-house, Owned by the bidder
	(b) CTP (Computer to Plate) - One	In-house, Owned by the bidder
Process Section	Fully equipped Process Section including colour scanning, Automatic Film Processor and Automatic Plate Processor	In-house, Owned by the bidder
Offset Printing Machines	 (a) Single colour Automatic Sheetfed Offset Machine : A-1 size - One (b) Two/Four Colour Automatic Sheetfed Offset Machine : A-2 size - One (c) Four Colour Automatic Sheetfed Offset Machine : A-1 size - One 	In-house, Owned by the bidder
Binding	 (a) Automatic Folding Machine of A-1 – One (b) Cutting Machine 42" – One (c) Three Knife Trimmer – One (d) Wire Stitching Machine – Two (e) Section Sewing Machine – One (f) Perfect Binding Machine – One (g) Lamination Machine – One 	In-house, Owned by the bidder
Power Backup	Generator backup (Minimum 200 KVA) should be available for uninterrupted power supply to all machines/equipment	In-house, Owned by the bidder
Storage Space	Secured space for storing printing and printed material	In-house

(iv) The Tenderer should have the following infrastructure for Printing :

Note: Additional capacity if any may also be indicated.

- (v) The bidder/printer should have the Annual Turn Over of more than Rs. 3.0 Crore from printing activities in each of last three financial years (2015-16, 2016-17 and 2017-18).
- (vi) All risk Insurance Policy.
- (vii) Should be registered under Factory/Company Act.
- (viii) Pollution certificate.
- (ix) Should not be located in residential area.
- (x) The printer shall adopt IS 1848 (Part I): 2018 standard for paper specifications.

4.2 Documents to be furnished for Technical Evaluation:

Offset Printers intending to participate in the Tender should fulfill and submit all documents electronically in respect of eligibility criteria prescribed in Para-A and B under sub-head 4.1 **along with signed copy of the RFP** and self-attested copies of following documents duly numbered in content page in the same order failing which the tender shall be rejected. Non-submission of any of the documents mentioned in Para-A, B under sub-head 4.1 and Para 4.2 may lead to rejection of the bid.

Sl.	Description	Documents Required	Whether	Page
No.			enclosed	No.
1	Letter of Transmittal	Duly signed by authorized signatory		
		at Annexure 1 (Format A)		
2	Experience of large scale	Copy of at least 5 work orders		
	in-house printing &	from Govt./PSUs each valuing		
	binding of publications	more than Rs. 10.0 lakh during		
	etc.	last three financial years i.e. 2015-		
		16, 2016-17 & 2017-18		
3	Details of infrastructures	Certificate-cum-Undertaking on		
	required for Printing	letter head of the bidder on		
		availability of equipment/		
		infrastructures required as per		
		Para 4.1 (B-iv). The details of		
		each equipment mandatorily be		
		mentioned in undertaking		
4	Annual Sales Turn Over	Certificate from the statutory		
	during each of the last	auditor		
	three financial years i.e.	OR		
	2015-16, 2016-17 &	Certificate signed by the		
	2017-18 (as per the last	Company Secretary, along with audited Balance Sheets of the last		
	published Balance	three financial years which are		
	sheets), should be at	available publicly Annexure 1		
	least Rs. 3.0 Crore	(Format B)		

Name of the Bidder/Printing Press:.....

5	ITR of last Three FYs for 2015-16, 2016-17 & 2017-18	Copy of the Income Tax Return of last Three Financial Years for 2015-16, 2016-17 & 2017-18	
6	The bidder should not be blacklisted by Central / State Government or any undertaking/institution under government control in India.	Undertaking from an authorized signatory of the firm to this effect as per format placed at Annexure 1 (Format C)	
7	Fraud and Corrupt Practices	Copy of the undertaking on Fraud and Corrupt Practices duly signed & verified on judicial stamp paper as per Annexure 1 (Format D)	
8	All Risk Insurance Policy	All Risks' Insurance Policy not less than Rs. 5,00,000/- which should cover all risks	
9	Should be registered under Factory/Company Act	Copy of registration of the firm under Factory/Company Act	
10	Pollution Certificate	Copy of the Pollution Certificate	
11	Location of the bidder	Undertaking on letter head of the firm that it is not located in Residential Area. The mailing address, e-mail id and mobile number of the bidder need to be mentioned in the undertaking.	
12	Bidder's operative Bank account details (Current Bank Account)	Certificates from the Banker on operative current bank account along with a cancelled Cheque	
13	Bid Security (EMD)	Scanned copy of Account Payee Demand Draft/Pay Order/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee from a Commercial bank. In case, the bidder/printer is exempted from submission of EMD under MSME Act, the certificate for the same needs to be submitted with bid	
14	Permanent Account Number	Copy of the PAN Card	
15	GST Registration	Copy of Registration Certificate	
16	List of clients	List of top 20 clients (Govt./PSUs) served during the last three FYs 2015-16, 2016-17 & 2017-18	

4.3 Financial Proposal

- i. Copies of financial quotes (Financial Bid Undertaking) on letter head of the firm duly filled and signed in as per the format provided in **Annexure 2 (Format AA)** be uploaded on CPP Portal.
- ii. Schedule of Financial Bid in the format of **PrintingBOQ.xls**. The financial bid format given in **Annexure 2 (Format AB)** is provided as PrintingBOQ.xls along with this tender document at **www.eprocure.gov.in**. Bidders are advised to download this PrintingBOQ.xls as-is, and quote their offer/rates in the permitted column and upload the same in the financial bid. Bidder shall not modify the downloaded financial bid template in any manner. In case it is found to be tampered /modified in any manner, such bid will be rejected outright, Bid Security would be forfeited, and bidder is liable to be banned from doing business with ORGI.
- iii. The price (INR only) quoted should be inclusive of all taxes and shall be valid for the entire two year period.
- iv. If a bidder quotes 'Nil' charges/consideration, the bid shall be unresponsive and will not be considered.
- v. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.
- 4.4 Verification of documents: For verification of documents, the bidders shall be required to produce/show the original documents, if required on receiving request (s) from ORGI. The bidder shall report with all originals to our office on specified date and time. Failure on the part of the bidder to report on specified date and time may result in rejection of the tender submitted without further communication.
- 4.5 **Statutory Variations:** Variation in statuary duties and taxes, if any, will be allowed on actual, against the documentary evidence. However, any variation due to Turn Over will not be allowed.
- 4.6 **Fraud and Corrupt Practices**: The bidders are required to submit the undertaking on Fraud and Corrupt Practices as per Annexure 1-Format D.

4.7 Rejection Criteria

- Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected summarily. Evaluation will be carried out for the total scope of work covered in the Bid document.
- The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract unless otherwise stated in the deviation statement.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.
- Offers made without Bid Security/Bank Guarantee along with the offer (except exempted

bidders under GFR).

- Any bid submitted as physical or hardcopy/Fax/Email.
- Offers which do not confirm unconditional validity of the bid for 90 days from the date of opening of bid and where prices are not firm during the entire duration of the contract and / or with any qualifications.
- Offers which do not confirm to ORGI's price bid format.
- Offers which do not confirm to the completion period indicated in the bid.

5. EVALUATION OF THE PROPOSAL

A Tender Purchase Evaluation Committee (TPEC) formed by ORGI would examine both the technical and financial bids based on the details provided in this RFP.

5.1. Technical Evaluation

Evaluation will be done on the basis of the documents submitted by the bidders as mentioned in the tender document.

5.2. Financial Evaluation

A panel of maximum of 5 bidders (Offset Printers) fulfilling all general terms and conditions of the Contract is proposed to be drawn on the basis of the following criteria.

- i. Lowest rates (L-1) of each item will be identified as L-1 rates from the quoted rates, of the tenderers.
- ii. Willingness of those tenderers (L-1 tenderers), who quoted L-1 rates for at least one item, would be sought to match the L-1 rates for all the items.
- iii. Among the L-1 tenderers who have given their willingness, maximum of 5 (L-1) tenderers will be shortlisted based on the L-1 quoted rates for maximum number of items in descending order.

A panel of a maximum of 5 (five) Offset Printers would then be finalized and maintained for allotment of jobs. ORGI reserves the right to split up work amongst two or more tenderers, if found necessary. To meet emergent and time bound nature of jobs, ORGI reserves the right to get such jobs executed from other sources.

5.3. Submission of Bids

The bidder shall submit technical bid through e-tender portal www.eprocure.gov.in.

6. GENERAL INSTRUCTIONS AND TERMS & CONDITIONS OF RFP

- 1. Bidder shall not modify the downloaded tender form, including downloaded price bid template (BOQ) in any manner. In case, any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and bidder is liable to be banned from doing business with ORGI.
- 2. The proposal along with all the correspondence and documents relating to the RFP exchanged by the Bidder and ORGI shall be written in English language.
- 3. Amendments to the tender: ORGI reserves every right to amend any of the tender conditions or a

part thereof before the last date of the receipt of the tender, if necessary. Amendments, if any, would be published on www.eprocure.gov.in and_www.censusindia.gov.in. The decision of extending the due date and time for the submission of tender documents on account of amendments will be the sole discretion of ORGI. Cost of preparing the proposal and incidental expenses shall be borne by the bidders and the ORGI will in no case be responsible or liable for these expenses regardless of the conduct or outcome of the tenders.

- 4. Bid Security (Earnest Money Deposit) : The bidders should furnish an Earnest Money Deposit (Bid Security) of Rs. 50,000/- (Rupees Fifty Thousand only) by means of Demand Draft/Banker's Cheque/Bank guarantee or Fixed Deposit Receipt (FDR) drawn on any Nationalized Bank/Scheduled Bank to the Pay & Accounts Officer (Census), New Delhi. The Demand Draft/Banker Cheque/Bank guarantee/FDR for the earnest money is to be delivered in original to the Joint Director (HoO), ORGI, NDCC Building-II, Jai Singh Road, New Delhi-110001 before the time stipulated against 'Technical Bid Opening Date and time' as mentioned in the 'Date Sheet'. Name & full address of the bidder may be written at the back of the Demand Draft/Banker's Cheque,/Fixed Deposit Receipt/Bank Guarantee. Signed and scanned soft copy of the Bid Security instrument must be uploaded to the e- Procurement portal along with other bid documents. Bids not received with Bid Security as mentioned above (except exempted bidders, as per GFR) shall be summarily rejected. Bid security shall remain valid for a period of 45 days beyond the final bid validity period. In case, the bidder is exempted as per GFR 2017, the copy of the exemption certificate needs to be submitted. In case of unsuccessful bidders, the Earnest Money Deposit will be returned within a reasonable time. The amount remitted towards Earnest Money Deposit is liable to be forfeited in the case the bidder resiles from his offer after submission of the tender or after the acceptance of the offer by ORGI or fail to sign the contract or to remit the Security Deposit. No interest will be payable by the ORGI on the Earnest Money Deposited/remitted.
- 5. Performance Security: The successful bidder shall at his own expense deposit with ORGI, within seven (7) working days of the date of notice of empanelment. The performance security of Rs. 1,00,000/- (Rupees One lakh only) may be either in the form of Demand Draft in favor of PAO (Census), ORGI, New Delhi, or as Bank Guarantee in the Annexure 1-Format E of this document. All incidental charges whatsoever such as premium; commission etc. with respect to the performance security shall be borne by the bidder. The performance security may be discharged/returned after expiry of period of empanelment/non-renewal/termination of contract. However, no interest shall be payable on the performance security. ORGI has the right to encash/appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.
 - 5.1 The value of performance security will be 10% of the value of the work order subject to minimum of Rs. 1,00,000/-. In case, the value of work order exceeds Rs. 10.0 Lakh, the Performance Security of the balance amount, to make good 10% value of the work order, will have to be deposited by the bidder.
- Tenderers are advised to study the Tender document carefully. Submission of Tenders shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.

- 7. Failure to furnish requisite information may result in the rejection of tender.
- 8. This Tender document is not transferable.
- 9. The ORGI shall not be responsible for non-receipt of the online Bid or any of the documents uploaded due to any reason whatsoever.
- 10. All the relevant documents should be signed by the person duly authorized by the Bidder and the same to be up-loaded on the e-Tendering portal and similarly documents to be submitted in hardcopy.
- 11. Any efforts by an bidder to influence the ORGI personnel or representative on matters relating to proposals under study in the process of examination, clarification, evaluation and comparison of proposal and in decision concerning award of contract, shall result in the rejection of the Bidder's proposal and also lead to blacklisting of the organization and shall not be allowed to submit any document to the ORGI.
- 12. The person to sign the documents shall be the person duly authorized.
- 13. The ORGI may seek clarifications/additional documents from the Bidder when deemed necessary and the Bidder is bound to furnish the same within the prescribed time.
- 14. The cost incurred by applicants in preparing this application, in providing clarifications or attending discussions/conferences in connection with this document shall be borne by the applicant and the ORGI in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
- 15. It is the sole prerogative of ORGI to award the contract to a single bidder or distribute the work among various bidders.
- 16. **Confidentiality:** Except with the prior written consent of the ORGI, the printer shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services.
- 17. **Termination for Insolvency:** The ORGI may at any time terminate the Contract by giving a written notice to the printer. Termination of contract will be without compensation to the printer provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the ORGI.
- 18. **Jurisdiction:** The empanelled printer will be governed by the laws and procedures established by the Govt. of India. In case of any dispute arising out of the business or in interpretation of any clause of the document, the Courts at Delhi alone shall have the jurisdiction to try and decide.
- 19. The printer shall print, bind and deliver the job/material in clear and eligible type, form and style in a good and work-man like manner (of all which the ORGI shall be the sole judge) within the limit of time as the ORGI may deem reasonable and specify and in such quality or quantities as may from time to time be ordered.
- 20. Proof will be supplied by the press for approval. As a measure of expediency it may be decided in some cases not to call proofs for checking and approval before copies are finally printed. In such cases, the responsibility of checking and passing the proofs shall rest with the printer. It would be advisable, therefore, for the printers to give the matter a final reading

when the forms are on the machine so as to avoid mis-prints. No extra remuneration on account of this proof reading or extra care will, however, be admissible.

- 21. The printed material i.e. copies of the forms/manuals etc. duly bound and tied-up into suitable sized bundles of equal number should be supplied in this Office or at the place in Delhi/New Delhi as directed by this Office at the transportation cost of the printer. No transportation charges for delivery of the material in this Office or any place directed by this Office will be paid by this Office.
- 22. The printer shall whenever called upon to do so, give full information with regard to the work in hand and shall also permit any other Officer deputed by the ORGI to inspect printer's premises at all reasonable times and shall give all assistance and information as may be required by him in connection with the contract.
- 23. If any item of work/operation not provided for, are required to be performed, rates to be paid shall be determined by the Office of the Registrar General & Census Commissioner, India in consultation with the Directorate of Printing, New Delhi.
- 24. **PRECAUTIONERY MEASURES**: All jobs should be carried out with due regard to economy in paper consumption as well as in production cost without loss of clarity and efficiency. Unless otherwise stated, the economy instructions will be supplied to any printer who may ask for it.
- 25. The printer shall take every care to see that no part of the work falls into unauthorized hands. The work should be executed in security conditions. All proofs, trial copies, spare copies, copies printed in excess or copies otherwise spoiled must in no condition be thrown away, passed on to any other person, sold or destroyed. All such material should be returned to the ORGI along with the printed copies. In the event of such a material having been sold, destroyed, passed on to other party, misused or otherwise not returned to the ORGI it shall be competence of this office to forfeit the security deposited by the printer and also to impose a penalty of Rs. 50,000/- (Rupees Fifty Thousand only) which the ORGI will, without prejudice to any other rights of the Government of India, be at liberty to recover from the printers bill or from any other moneys due to the printer.
- 26. The printer should not assign or sublet the contract or any part thereof without first having obtained permission in writing of the ORGI which he shall be at liberty to refuse, if he thinks fit.
- 27. **PACKAGING AND DELIVERY OF MATERIAL**: The selected bidder will pack and deliver the printed material as and when required by the ORGI to its go-down or the office located in Delhi at his own cost.
- 28. Tax deduction at source (TDS) will be levied as per rule.
- 29. After the work has been completed, the bill for the work in triplicate prepared on the basis of the accepted rates should be submitted to the ORGI for payment together with the (i) Receipted delivery vouchers for the supplies made,

(ii) Account showing receipt, consumption and balance, if any, of the paper and other materials supplied for the work, (iii) Representative specimen with complete details for the work done, and (iv) other documents/document in support of the items charged for in the bill. The excess quantity of paper and other material, if any, should be kept in the safe custody pending the

- 30. MSS/CRC/Original drawings of maps, charts, diagrams, photos etc. which have been supplied by the ORGI or which have been prepared by the printer for the ORGI should be stored by the printer until the expiration of the arrangement or until such time as he may be called upon by the this office to return the same to the parties concerned.
- 31. **PENALTY** : In the event of the printer failing to :
 - (i) Observe or perform any of the condition of the work as set out herein.

OR

- (ii) Execute the work in a good and work-manlike manner and the time fixed by the ORGI. It shall be lawful for the ORGI in his discretion in the former event to remove or withhold any part of the work until such time as he may be satisfied that printer is able to do and will duly observe the said conditions and in the later event to reject or remove as the case may require any work executed otherwise than in a good and work-manlike manner to the satisfaction of and by the ORGI and in both or either of the events aforesaid to make such arrangements as he may think fit the reproduction of the work so removed as work in lieu of that so rejected or removed aforesaid on the account and at risk of the printer.
 - (a) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates (to be certified by the ORGI whose certificates shall be final), the ORGI may charge the amount of such excess cost to the printer and the same may at any time be deducted from any such or sums then due for which any time thereafter may become due to the printer under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the ORGI.
 - (b) In the event of any discovery of error or defect due to the fault of the printer at any time after the delivery of the copies ordered, the printer shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the ORGI. In the event, if the delivery for any other reason, cannot be wholly rejected, the ORGI shall have the power to deduct any amount not exceeding 10% of value of the particular position or portion adjudged to be defective from any payment due to the printer.
 - (c) In the event of a work being wholly rejected, the ORGI may at his own discretion either :
 - (i) Permit the printer to re-do the same within such time as he may specify at the printer's own cost which shall include the cost of paper and other materials;

OR

(ii) Arrange to get the work done elsewhere and by any other person or from any other source than the printer in which case the amount of extra cost, if any, shall be recovered from the printer in the manner provided in clause (25) of this contract.

- (d) The powers of the ORGI under this condition shall in no way affect or prejudice the power in certain events to terminate the contract vested in him as herein provided, or to forfeit the deposit under condition 17 hereinafter mentioned.
- 32. The security deposit can be forfeited by order of the ORGI in the event of any breach or nonobservance of the terms and conditions of the contract. On the expiry of the contract, such portion of the said security as may be considered by the ORGI sufficient to cover any incorrect or excess payments made on the bills of the printer shall be retained by him until the final audit report of the account of the printer's bill has been received and examined. Interest that may accrue on securities deposited by the printer may subject as aforesaid to be drawn by him.
- 33. A sum not exceeding two per cent of the bill for every week's delay or part thereof in employing with the date of delivery of the proof/fair copies respectively. ORGI shall have the power to determine the scale of deduction in such cases under this clause and his decision shall be final.
- 34. In the event of the printer's having adjudged insolvent or having receiving order or other order under the Insolvency Act made against him or in the case of a Company of the passing of any resolution or making of any order for winding up, whether voluntary or otherwise or in the event of the printer failing to comply with any of the conditions herein specified, the ORGI shall have the power to terminate contract without prior notice.
- 35. All sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government or any other person or persons contracting through the Directorate of Printing and set off against any claim of the Government or such other person or persons for the payment of a sum of money arising out or under any other contract made by the contractor with the Government or such other person or persons.
- 36. The ORGI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the ORGI's action.

Arbitration

- 37. The dispute or difference arising between the ORGI and the Printer relating to any matter arising out of or connected with the printing and Packaging of job assigned to the Printer for execution under the contract agreement shall be referred to the sole arbitration by an Arbitrator appointed by the Registrar General & Census Commissioner, India or any person nominated by him. The decision of the Arbitrator shall be final and binding on the parties to the contract agreement subject to the proviso that the Arbitrator shall give reasoned award.
- 38. Upon every and any such reference the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- 39. Work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due to or payable by the ORGI shall be withheld on account of such proceedings.
- 40. The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the "Sole Arbitrator" at his entire discretion may determine.

NOTE:

- 1. No tender shall be considered unless the complete information as sought for is duly filled in and all the pages are signed by the tenderer.
- 2. If any information furnished by the tenderer is found to be false, the tender is liable to be rejected.
- 3. All the documents should be properly arranged by giving page numbers to each of the paper submitted. It should also be accompanied by a content page.

Joint Director (HoO) for Registrar General & Census Commissioner, India Office of the Registrar General, India, Ministry of Home Affairs, 1st Floor, NDCC Building-II, Jai Singh Road, New Delhi-110 001

ANNEXURES

Annexure 1: Format for Technical Proposal

Format A: Letter of Transmittal [On the letter head of the Organization]

To,

The Joint Director (HoO) Office of the Registrar General, India NDCC Building-II, Jai Singh Road, New Delhi-110 001

Madam,

We, the undersigned, offer to provide the required printing services in accordance with your Request for Proposal (RFP) datedWe hereby submit our Proposal, which includes this Technical Proposal, and a Financial/Commercial Proposal.

We hereby declare that all the information and statements submitted in this Proposal are true and accept that any misinterpretation contained therein may lead to our disqualification.

The prices quoted in the Financial Proposal are valid for two years from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that ORGI is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

I confirm that I have authority of **<Insert Name of the Bidder**> to submit the proposal and to negotiate on its behalf.

Yours faithfully,

Authorized Signature (in full and initials): Name and Designation of Signatory: Name of the Bidder: Address:

Format B: Annual Sales Turnover

	2015-16	2016-17	2017-18
Annual Sales Turnover (in Crores)			
Net worth (in Crores)			
Other Relevant Information			

Financial Information (as per Audited Balance Sheets)

The copies of respective balance sheets are enclosed.

*It is confirmed that I am/we are the statutory auditors / Company Secretary of M/s

< Statutory Auditor/ Company Secretary's Name with seal>

<Signature of Statutory Auditor/ Company

Secretary> Name:

Date & Place:

Note: The above certificate should be from the statutory auditor or the Company Secretary of the bidder organization.

* Strike out whichever is not applicable

Format C: No Blacklisting Certificate

[On the letter head of the Organization]

No- Blacklisting Certificate

In response to the Tender Id...... dated..... for empanelment with ORGI for Printing (including Paper), Binding and Packaging of Census Publications, Schedules, Forms, Instruction Manuals etc. by Offset Printing Process and, I/We hereby declare that presently our Company/Firm......is having unblemished record.

I/We further declare that presently our Company/firm is not blacklisted and not declared ineligible for reasons of corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, our Bid to the extent accepted (if any) may be cancelled.

Signature: Name of the Authorized Signatory: Designation:

Contact details (including E-mail):

Date:

Format D

Fraud and Corrupt Practices (To be prepared on judicial stamp paper)

UNDERTAKING

I/we <Name of the Bidder> submit the Bids for empanelment with ORGI for Printing (including Paper), Binding and Packaging of Census Publications, Schedules, Forms, Instruction Manuals etc. by Offset Printing Process, as envisaged in the Tender document and undertake the following:

- 1. <Name of the Bidder> and our respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.
- 2. Notwithstanding anything to the contrary contained in this RFP, ORGI shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, ORGI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a)"corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ORGI, who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ORGI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of ORGI in relation to any matter concerning the Project;
 - **b**)"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- d)"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by ORGI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Signature & Name and Address of the bidder

Witness:

1. Signature & Name and address

2. Signature & Name and address

Format E

[To be filled in by the successful Bidder only]

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

То

The President of India

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS, we have agreed to give the supplier such a bank guarantee;

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 2019.

(Signature of the authorized officer of the Bank) Name and designation of the officer Seal, name & address of the Bank Branch

Annexure 2: Format for Financial Proposal

Format AA:

Financial Bid Undertaking (on letterhead of the bidder) (Proper format for financial bid)

UNDERTAKING

I submit the Financial Bid for empanelment with ORGI for Printing (including Paper), Binding and Packaging of Census Publications, Schedules, Forms, Instruction Manuals etc. by Offset Printing Process as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.

3. I offer the price(s) as indicated in the Financial Bid inclusive of Warranty support and all applicable taxes.

(Signature of the Bidder/Authorized representative)

Format AB (BOQ):

FORM OF OUOTATIONS

(Rates in Rs. including all taxes)

I	Reformatting of page though l (Hindi, English or any other Ir			A-3	A-4	A-5
	a) Through MSS by typing on	computer	Text			
			Tabular			
	b) Through Soft Copy (CD)		Text			
			Tabular			
II	Scanning charges			A-3	A-4	A-5
					•••••	
III(a)	System planning charges for t	ext and tabula	r matter			
		A-1	A-2	A-3	A-4	
	1-Colour					
	2-Colour					
	3-Colour					
	4-Colour					
(b)	System planning charges for 1	naps, charts, j	photos, diagrams etc. in	multi-colour		
		A-1	A-2	A-3	A-4	
	1-Colour					
	2-Colour					
	3-Colour	•••••		•••••		
	4-Colour	•••••		•••••		
IV(a)	Plate making charges per colo	or per plate th	rough conventional pro	cess		
		A-1	A-2	A-3		
(b) I	Plate making charges per color	per plate thro	ugh CTP (Computer to	o Plate)		
		A-1	A-2			
V	Printing charges per color		<u>Offset Ptg. Paper</u>	<u>Art Pa</u>	aper/Art Card	
	8 pages of A-4 size (A-1) per '(000 copies				
	Subsequent '000 copies					
	4 pages of A-4 size (A-2) per '(000 copies				
	Subsequent '000 copies					

.....

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2 pages of A-4 size (A-3) per '000 copies

Subsequent '000 copies

VI	Digital printing charges per page	A-2	A-3	A-4
	Black & White			
	Coloured			
VII	Screen Printing (per piece)	A-4	A-5	
	1-Colour			
	2-Colour			
	3-Colour			
	4-Colour			
	Embossing charges per e	emblem		
VIII	Special Effect : U.V. Coating (per cover)	A-3	A-4	A-5
IX	Pocket : Pocket making & pasting on second/third	l cover per pocket	A-4	A-5
X	Binding	A-3	A-4	A-5
	i) Booklet with two wire Centre Stitches			
	 ii) Side stitch with two wires and cover past minimum per 100 leaves per 100 copies (more than 100 leaves proportionately) 	ing		
	iii) Perfect binding with section sewing minimum per 100 leaves per 100 copies (more than 100 leaves proportionately)			
	iv) Hard bound with quarter binding cloth minimum per 100 leaves per 100 copies (more than 100 leaves proportionately)			
	v) Folding of Data Sheets etc. per sheet	A-1 to A-4 A-2 t	to A-4 A-3 to A-4	A-3 to A-5
XI	Comb Binding upto 100 pages :	A-3	A-4	A-5
XII	Spiral Binding upto 100 pages :	A-3	A-4	A-5
XIII	Lamination			
	a) Per Cover/Book– Gloss/Matt (Thermal)	A-3	A-4	A-5
	b) Data Sheet per side			
	– Gloss/Matt (Thermal)			
XIV	Numbering : per 100 Numbers			
XV	Perforation : per 100 sheets			

XVI	Designing	A-1	A-2	A-3	А
	Cover Page, Data Sheets, Pamphlets, Brochures etc.			•••••	
VII	Envelop making etc. per piece	 A-3	A-4	A-5	
чп	Envelop making etc. per prece	A-9		A- 3	
XVIII	Packaging Charges excluding corrugated boxes/gunny	bags			
	(i) Corrugated boxes would be packed with three strips	s and labeling e	etc.	Per Box	
	(ii) Gunny bags would be packed with stitching and m	arking/labeling	g etc.	Per Bag	
XIX	Rates of paper, Art paper, Art Card and Straw Boar	<u>'d*</u>			
	(a) Maplitho offset printing paper of A-grade mill per kg	g.	70 gsm		
			80 gsm		
			90 gsm		
	(b) Art paper/Art card of A-grade mill per kg.		100 gsm		
			130 gsm		
			170 gsm		
			300 gsm		
	(c) Imported Light Weight Straw Board (31"×41") per s	heets	2.3 mm		

*: Note: Rates of paper will be valid for six months after which it will be reviewed according to the Wholesale Price Index (WPI) of paper for printing and writing published by Office of the Economic Adviser. Printer will quote the paper price on the base index of April, 2019 (138.2). The percentage variation in the WPI of paper for printing and writing will be allowed in same proportion in the cost of paper. The price so reviewed will be valid for next six months.