

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

Empanelment of Offset Printers

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

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

Regional Office, Kolkata
Central Bureau of Communication
(address of respective ROs to be mentioned)

Central Bureau of Communication
(Printed Publicity Wing)

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

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

GOVERNMENT OF INDIA
Central Bureau of Communication
Regional Office.....

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

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

10	Nature of Incorporation (Attach Documents)	
----	---	--

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

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

10	Automatic Paper Folding Machine	
11	Perfect Binding Machine (Single Clamp)	
12	Semi Automatic Wire stitching Machine	
13	Programmatic Paper cutting Machine	
14	Automatic Section sewing machine	
15	Lamination Machine	
16	Power Back-up	

11. OTHER MECHANICAL EQUIPMENTS POSSESSED BY THE PRESS

Cont...4/-

LIST ENCLOSED

12. Names of important clients/Advertising Agencies for which you have done printing jobs during last three years.

Yes ☐ No ☐

13. Besides these following are also required:

(i) Licenses to run the factory issued by Competent authority

Yes ☐ No ☐

(ii) Pollution under Control certificate(whenever applicable)
(Copy of the certificates must accompany with application.)

Yes ☐ No ☐

14. Please enclose specimens duly stamped & signed with date (Preferably multi colour posters, folders, booklets, brochures, Newsletter etc. with your imprint line) of print jobs executed by you during the last one year.

(Samples of publications enclosed)

Yes ☐ No ☐

15. *Annual Turnover for last 3 financial years.

(CA certified turnover enclosed)

Yes ☐ No ☐

16. Details of DD/ Pay order of Rs. 1000/-
(Non refundable) as application processing fee

Yes ☐ No ☐

I/ we hereby certify that all the particulars given above are correct. I/we shall also abide by all the terms and conditions of empanelment required by RO.

*(The original turn over certificate is to be duly verified by Chartered Accountant Indicating membership no of CA in the Seal)

Signature:

Date:

BOND TO SECURE PERFORMANCE OF AGREEMENT

Know all men by these present that Iof.....am held and firmly bound unto the President of India (hereinafter called the President) in the sum of Rs.....to be paid to the President, his successors or assigns or his or their certain attorney or attorneys for which payment well and truly to be made. I bind heirs, my executors, administrators, representatives and myself firmly by these presents duly signed by me dated this...day of...2025.... Whereas the above bounden.....has agreed with the President to execute and perform the jobs tendered to be performed by him under the existing agreement/or agreements made between him and the President and any other agreement or agreements that may be made between him and the President in the future and to observe perform and fulfill the provisions, stipulations and conditions on his part to be observed, performed and fulfilled and contained in the said existing agreement or agreements and any other agreement or agreements that may be entered into by him as aforesaid to the satisfaction of the ADG (R), Central Bureau of Communication (Ministry of Information and Broadcasting, Govt. of India) for the time being in charge of the jobs.

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

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

And it is hereby lastly agreed and declared by the between the said...and the President that on the completion of the aforesaid agreement or agreements by

said.....the said deposit of `.....shall not be at once returned to him but shall be and remain with thefor the period of 12 months from the date of such completion

-3-

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

Signed and delivered by
in the presence of

Signature of Contractor
The above named.....

Signature of two witnesses:

1.....

2.....

ANNEXURE - IV

GUIDE TO PRINTERS ON RO.....CBC PANEL

ATTENTION PLEASE:

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

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

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

Director General/Additional Director General (R).....
RO.....
Central Bureau of Communication
Ministry of Information & Broadcasting
DF Block, CGO Complex, Salt Lake, Kolkata-700064

Registration of Printers

Before a printer is brought on the Panel of RO, Kolkata, CBC he is required to furnish the prescribed Standing Security Deposit in one of the form of **Fixed Deposit Receipts** of any Bank.

The Security is hypothecated to the President of India through the PAO, DDK, Kolkata. A standing form of Bond further covers the Security for the like amount and the Bond has to be stamped and registered in accordance with the Law of State.

Tender Enquiries

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

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

Usual Errors and Omissions in Submitting Quotations:

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

1. All quotations should be sent in a sealed envelope by REGISTERED POST/SPEED POST/BY HAND.
2. Printers can deposit their quotations in the Tender Box, provided for the purpose in at CBC, RO, CGO Complex, DF Block, 2nd Floor, Salt Lake, Kolkata-700064.
3. Quotations should always be addressed by name to:
Administrative Officer,
Central Bureau of Communication
4. CGO Complex, Salt Lake, Kolkata-700064
5. At the top of every cover (envelope) the tender number, the name of the job and the last date specified for the receipt of quotations should be clearly indicated apart from the complete address as under:

Tender No.....Quotation for.....Folder/Poster, etc.	
Last Date.....	
Form:	
.....	ADG, RO/Respective officers in ROs
.....	Central Bureau of Communication
	CGO Complex, Salt Lake, Kolkata-700064

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

Validity of Quotation:

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

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

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

Errors in Calculations:

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

Print Order for the Job:

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

Execution of Job:

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

Proofing:

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

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

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

Final Printing:

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

- i) The specified paper is used,
- ii) The size of the job is as laid down in the specifications, and
- iii) The colours specified have been used and match with the shades/colour scheme supplied.

Advance Copies:

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

Delivery of Bulk Quantity:

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

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

Mode of Packing:

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

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

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

Item	Size	No. of copies To be packed In each bundle	Material to be used for packing
Posters	(30" x 40")	200	Thick Kraft paper
	(23" x 36")	250	Thick Kraft paper
	(20" x 30")	250	-do-
	(15" x 20")	500	-do-
Folders/Booklets (According to volume)		100/250	Thick kraft paper
Brochures (according to Volume)		25/50	-do-
Diaries		10	-do-
Calendars		25	-do-
Leaflets/stickers		250/500	-do-
Newsletter		50	-do-

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

Delivery Vouchers:

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

Billing:

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

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

In case of Govt. Paper;

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

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

Signature

In case of Printers' paper:

Certified that all copies of the abovehave been printed on (size).....(weight).....(Nomenclature) paper specified for the job and approved by the RO.....,CBC.

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

Signature

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

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

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

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

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

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

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

Deductions:

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

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

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

Return of Material:

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

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

Quality Control:

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

To Sum up:

The printer should ensure the following:

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

APPENDIX

TERMS OF TENDER

1. The process specified and where a sample is supplied, in accordance therewith shall print the job. The Head of Regional Office, CBC (hereinafter referred to as "the Director General/ADG") shall be the sole judge of satisfactory execution of the job. If execution of the job is not in accordance with the artwork or specifications, the proofs or bulk supply are liable to be rejected without any compensation to the printers. The Director General/ADG/Director shall, however, be at liberty to accept the same subject to a cut in rates or the printer on being called upon to do so rectifies the error(s), or defect(s) at his own cost and to the satisfaction and within the time fixed by the director. The decision of the Director General/ADG/Director in this regard shall be final and binding on the printer. The printer at once at his expenses, if already delivered, will remove the supplies. The Government shall be under no liability whatsoever for rejected supplies. If the rejected supplies be not removed by the printers within fifteen days of rejection, the Director General/ADG may (a) cause those to be removed and charge the printers with all expenses incurred in such removal or (b) sell or otherwise dispose of them on behalf of the printers at their risk and cost and retain any money realized there from (after paying expenses of sales) toward any sum due from the printers.
2. The time specified for delivery of proofs or completion of the order shall be strictly adhered to and be deemed to be of the essence of the contract. If the time schedule is not adhered to and the job is delayed during proofing, printing or dispatching for reasons other than beyond the printer's control, the Director General/ADG/Director shall be entitled at his option either (a) to cancel the order or (b) to recover from the printers as agreed liquidated damages and not by way of penalty an amount up to 20 per cent of the contract price for the delay. The decision of the Director General/ADG/Director as to whether the delay was or was not beyond the printer's control and also to the amount of liquidated damages to be recovered from the printer shall be final and binding on the printer. In the event of action being taken under (a) above the cancellation of the order will be without prejudice to the right of the Government to recover from the printer any loss incurred thereby and the printer will not be entitled to any compensation for such cancellation.
3. Paper and other materials supplied by the Government shall remain Government property. The printer shall be entirely responsible for the safe custody of the paper and other material issued to him. He will also be entirely responsible for any shortage, loss or damage to such paper or other materials happening from whatever causes while in his possession or control. In case of rejection of proofs or bulk supply and cancellation of the order under clause 1 or 2 above, the cost of paper supplied by the Government will be recoverable from the printer at the rates to be determined by the Director General/ADG whose decision shall be final and binding on the printer.

4. The printer shall take every care to see that the work or any portion thereof does not fall into unauthorized hands.
5. All materials like artworks, CD etc. which have been supplied by Government or which have been prepared by the printers for the Government will be returned by the printer within 15 days of the completion of order.
6. The inks used for printing shall retain their colour strength on open exposure to daylight for at least two weeks. Undue fading before this period shall be considered adequate cause for invoking clause 1 above. The decision of the Director General/ADG shall be final and binding on the printer.
7. In the event of –
 - i) Rejection of proofs or bulk supply as stated in Clause 1 above: or,
 - ii) printer failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the job in accordance with the terms of the contract the Director General/ADG shall be at liberty (without prejudice to any other remedy the Government may have on account of any claim for compensation against loss and inconvenience caused by such breach or non-performance of the contract) to purchase, or to procure or to arrange from Government stocks or otherwise at printer's expense such supplies as may have been rejected or that the printer may have failed, declined or neglected or delayed to supply and any excess cost so incurred over the contract price together with all incidental charges and expenses
 - iii) incurred in purchasing, procuring or arranging for such supplies/services) and in case where issues in replacement are made from Government stocks, the cost or value of such stocks, together with all incidental charges or expenses, shall be recoverable from the printers. The printer shall not, however, be entitled to any gain as a result of the work being done as aforesaid against default
8. The Director General may rescind the contract by notice in writing
 - i) if the printers assign or sublet the contract without the written approval of the Directorate;
 - ii) if the printers or other agents or servants shall
 - a) be guilty of fraud in respect of the contract or any other contract entered into by them with the Government. Or
 - b) directly or indirectly give promise or offer any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, to any officer or

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

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

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

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

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

12. The tender shall hold good for a period of three months from the last date fixed for its submission

13. Sales tax and/or other duties- Net rates should be quoted by printers. No central or State Taxes or duties will be borne by Government except where they are clearly specified by the printer in his quotation. Central Sales Tax where applicable stipulated by the printer will be paid at the prevalent rate and form "D" issued. Local taxes for local deliveries will be paid extra at the rates applicable at the time of delivery, provided the printer in his quotation stipulates them.
14. **Security Deposit** – The printer whose tender is accepted shall furnish the Security Deposit to the Director General/ADG for the amount demanded, within the period specified in the acceptance letter. The security deposit shall be in such form as may be specified by the Director General/ADG. Unless the time limit for the submission of the security deposit is extended by the Director General/ADG, the failure on the part of the printer to furnish the security deposit within the specified period shall constitute a breach of the contract and the Director General/ADG shall be entitled to make other arrangements for procuring the material agreed to be supplied under the contract, at the risk and expense of the printer. Provided, however, in the case of acceptance of the tender of printers, who have executed in favor of the President of India Standing Security Bond if the amount of the tender exceeds the limit which is covered by the bond, the printers shall furnish additional security deposit with the Director General/ADG for such additional amount within the period as may be directed by the said Director General/ADG. Provided also that no additional security will be asked for the Director General/ADG in case where the printer supplies the paper.

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

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

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

16. The Government reserves the right to carry out a post-payment audit of the printer's bill including all supporting vouchers. The Government further reserves the right to enforce recovery of any overpayments coming to light as a result of such a check, by any or all the methods prescribed above.
17. The Director General/ADG has power to accept or reject any tender without assigning any reasons therefore and is not bound to accept the lowest or any tender.
18. The Director General/ADG may authorize such officers as he may wish to operate the contract on behalf of the Government and the printer will accept and carry out instructions given by such officers in connection with the contract as if the Director/Director General/ADG issued these.
19. The successful tenderer shall furnish the copy of Income Tax Return of the previous year if this has not already been done.
20. All disputes and differences arising out of or in any way touching or concerning the contract whatsoever shall be referred to the sole arbitration of any person nominated by the Secretary of the Ministry of Government of India, administratively dealing with the contract at the time of such nomination, or if there be no Secretary, the administrative head of such Ministry at the time of such nomination. It will be no objection to any such appointment that the person appointed as a Government servant that he had to deal with the matters to which the contract relates and that in the course of his duties as such Government servant he has expressed views on all/or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties of this contract. It is a term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, such Secretary or administrative head as aforesaid at the time of such transfer, vacation of office, inability to act shall appoint another person, to act as arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with their reference from the stage at which his predecessor left it. It is also a term of this contract that no person other than a person nominated by the Secretary or administrative head of the Ministry as aforesaid should act as arbitrator, and, if for any reasons, that it is not possible the matter is not to be referred to arbitration at all.

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

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

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

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

Government of India
Ministry of Information & Broadcasting
New Delhi

Subject:- Liquidated Damages Committee - Norms.

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

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

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

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

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

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

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

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

- (7) Where complete material is handed over to out-station printer or his representative in Delhi normal transit period is allowed even though the printer or his representative may stay in Delhi.
- (8) Where a printer carries out the changes/improvements at his cost, the cost may be compensated towards deduction for delay, if any, on the merits of the case.
- (9) Minor variations in the actual colours used are accepted provided the total number of impressions is not affected.
- (10) Where the printer is asked to do the job much earlier than the specified timings, emergency charges for improvement of timings may be allowed as per the merit of the case.
- (11) In case of variation in weight of paper 2.5% variation in paper and 5% variation in card/board is condoned. Beyond permissible limits recovery will be made as under:
- (a) If the printer takes permission in advance about using paper of less Weight /grammage then the cut will be made on actual difference in weight at market rate.
- (b) In case where printer fails to inform in advance, cuts are made at double of the market rate.
- (12) Cuts for non-conspicuous variation in printing quality and binding deficiency of the job will be @ 3% & 2% respectively. The cut will be imposed on the percentage of defective copies and not on the entire lot. The percentage of cut will increase for conspicuous defects on the merits of the case and will be decided by the L.D. Committee and can normally be up to 10%. Nature of defect is more important for deciding whether a job may be rejected.
- (13) 5% copies over or under of the specified quantity may be accepted subject to useful utilisation of the copies. However deduction in payment of the bill will be made accordingly.
- (14) Cuts for backing out after quoting the rates by the printer during financial year will be made as under

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

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