



**CENTRAL WATER COMMISSION,  
MIDDLE GANGA DIVISION-I,  
LUCKNOW**

**TENDER DOCUMENT**

For the work of

Printing of Posters, Pamphlets, Leaflets, Folders, Stickers,  
Banners etc.

**Tender No: NIT- 12/10-11/MGD-1-Lko.-HQ-2/731-36  
Dt.15/02/2011**

PRICE OF TENDER DOCUMENT: Rs. 500/- only

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## 1.0 NOTICE INVITING TENDER

**Tender No: NIT – 12/10-11/MGD - I – Lko. – HQ – 2/ 731-36 Dt. 15/02/2011**

Sealed tenders are invited for and on behalf of the President of India by the EE, MGD-1, CWC, Jaltarang Bhawan, Aliganj, Lucknow-226024 for Printing of Posters, Pamphlets, Leaflets, Folders, Stickers, Banners etc. **only from Reputed / Authorized Agency** having carried out similar works up to 1500 Hrs. of 24-02-2011. The tenders shall be opened on the same day at 15.30 Hrs. Interested tenders may participate in the tender opening at 15.30 Hrs..

1. **Name of work :** Printing of Posters, Pamphlets, Leaflets, Folders, Stickers, Banners etc.
2. **Estimated Cost:** Rs 2,33,000/- (Rupees Two Lacs Thirty Three Thousand only).
3. **Earnest Money:** Rs 4,660/- (Rupees Four Thousand Six Hundred Sixty Only).
4. **Security Deposit:** 5% of contract value of the work.
5. **Performance Guarantee:** 5% of tendered and accepted value of work.
6. **Contract Period:** Time allowed for completion of work – 15 days..
7. **Cost of Tender Document :** Rs 500/-

Application for issue of from shall be received by 22-02-2011 (1600 hrs.) and tender documents shall be issued by 23-02-2011(1600 hrs.)

**While applying the tender documents, the tenderer shall have to furnish :**

1. An affidavit as under :-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in- Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

2. Permanent Account Number should be quoted in the application.

The tender in double sealed cover accompanied with Earnest Money must be submitted not later than 1500 Hrs on 24-02-2011 into specified tender box placed at the office of EE, MGD-1, CWC, LUCKNOW. The tenders will be opened on the same day at 1530 Hrs in the presence of the tenderers or their authorized representatives, if any.

3. Tenders will be issued to eligible tenderes provided they produce definite proof, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude.

Blank tender document can also be downloaded from our website [www.cwc.nic.in](http://www.cwc.nic.in) in this case, the tenders should be accompanied with the documents:

- a) The cost of blank tender document in the form of Bank draft of Rs 500/- in the name of EE, MGD-1, CWC, LUCKNOW payable at State Bank of India, Chowk Branch, Lucknow
- b) application having quoted rates by downloading from website along with the proof of work experience, PAN and Affidavit as mentioned above.

THE EXECUTIVE ENGINEER, MGD-I, CWC, LUCKNOW RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR ALLOT PART OF THE WORKS TO DIFFERENT AGENCIES WITHOUT ASSIGNING ANY REASON THEREOF.

EE, MGD-I, CWC, LUCKNOW

Copy for information / insertion in CWC web site / display on Notice board to :-

- 1) The Director, SMD, Central Water Commission, 628 Sewa Bhawan, RK Puram, New Delhi-110066.
- 2) The Superintending Engineer, H.O. Circle, CWC, Varanasi.
- 3) The Executive Engineer, MGD-II, CWC, Lucknow.
- 4) The Executive Engineer, LCD, CPWD, Lucknow
- 5) The Accounts Branch, MGD-1, CWC, Lucknow
- 6) Notice Board. UGBO, CWC, Indira Nagar, Lucknow.

Executive Engineer  
MGD-1, CWC, Lucknow.

## 2.0 CHECK LIST

S.N.	Description	YES	NO
1.	DD for Earnest Money Deposit (EMD) enclosed		
2.	Original Tender Document duly signed on each page.		
3.	PAN Registration certificate enclosed.		
4.	Details and proof of similar work experience enclosed.		
5.	Specifications of Printing works enclosed.		
6.	Declaration of relatives in CWC signed.		

To ensure that Contractor's tender submitted to Executive Engineer, MGD-I, CWC, Lucknow is complete in all respects, please go through the following check list & tick mark the boxes accordingly.

Signature & Seal of Tenderer

### 3.0 GENERAL INFORMATION ABOUT THE TENDERER

1.	Name of the Tenderer/Concern	
2.	Address (with Tel. & Mob. No).	
3.	Nature of the concern (score out whichever not applicable)	Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization
4.	PAN Number of Tenderer/Concern: (Attested copy should be attached)	
5.	Details of Earnest Money Deposited	Draft No./ Cash Receipt No.:  Date:  Issuing Bank Branch:
6.	<b>Bank Details</b> (Preferably SBI)	Bank Account Number: Bank Branch Code: Name of Bank: Branch Address:
7.	Any other information important in the opinion of the tenderer	

#### UNDERTAKING

1. I/We undertake that I/we have carefully studied all the Specifications, terms and conditions, general in formations and instructions and understood the parameters of the proposed work of the Executive Engineer, MGD-1,CWC,Lucknow and shall abide by them.
2. I/We hereby certify that none of my relative(s) is/are employed in the Central Water Commission.
3. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

At :

Signature of Tenderer

Dated:

#### **4.0 INSTRUCTIONS TO THE TENDERER**

- A.1** Tender should be submitted complete in all respects with all schedules, documents etc. of the tender document issued by Executive Engineer, MGD-1, CWC, Lucknow.
- A.2** Tenders shall be received in the office of the Executive Engineer, MGD-1, CWC, Lucknow up to the date and time as mentioned in the tender form.
- A.3** The EE, MGD-1, CWC, Lucknow reserves the rights to reject any or all the tenders or accept any tender in total or in part or may divide the work among various tenderers, without assigning any reason thereof.
- A.4** Any tender not accompanied by requisite earnest money shall be disqualified and no further consideration shall be given to such tender. Tenderers may note that no relaxation in this regard shall be made. Earnest money deposit of the successful tenderer will be converted in to security deposit upon award of the contract on them. EMD of unsuccessful bidder will be returned upon completion of the tendering procedure. No interest shall be paid on the EMD submitted by tenderer.
- A.5** Rates quoted by the tenderer should remain firm and fix through out the contract for a period of 90 days and in no circumstances any price escalation in the quoted rates will be granted.
- A.6** Before submission of the tender, tenderers are required to make themselves fully conversant with the scope of the work, technical requirements and specifications, etc., so that no ambiguity arises on a latter date in this respect.
- A.7** All information in the tender shall be in English. Information in any other language should be accompanied by its translation in English. Failure to comply with this may disqualify the tenderer.
- A.8** The tender must contain the name, address of residence and places of business of the person or persons submitting the tenders and should be signed with seal by the tenderer(s) with his/their usual signature(s).
- A.9** If the tenderer finds discrepancies in, or omissions from the specifications or other documents or if he is in doubt as to their meaning, he should at once intimate Executive Engineer, MGD-1, CWC, Lucknow and obtain clarification in writing prior to submitting his tender.
- A.10** Any approach from the tenderer, his representative or his agent to influence the decision on the tender, officially or otherwise, shall render the tender liable to be summarily rejected.
- A.11** Erases/cuttings and other changes shall be initialed by the person/persons signing the tender.
- A.12** Offers should be submitted in a sealed envelop super scribed "Offer for Printing"
- A.13** The tenderer should submit price bid duly signed, on the original price schedule supplied with this tender document.
- A.14** Each page of the tender document should be signed & stamped by the tenderer as a token of acceptance to terms and conditions mentioned herein.

Signature & Seal of Tenderer

## 5.0 GENERAL TERMS & CONDITIONS OF THE CONTRACT

- B-1** In this deed of contract, unless the context otherwise requires:  
-CE means the the Chief Engineer, UGBO, CWC, Lucknow.  
-EE shall mean the Executive Engineer, MGD-1, CWC, Lucknow or Head Office of MGD-1, Central Water Commission, Jaltarang Bhawan, Pratapbagh, Aliganj, Lucknow-226024, and shall include his successors.  
-The contractor shall mean the tenderer whose tender shall be accepted by The EE, MGD-1,CWC, Lucknow and shall include such tenderers heirs, legal representatives, successors and assignees.
- B-2** The contractor shall be deemed to have carefully examined all the papers, drawings/creatives etc. attached in the contract. If he has any doubt as to the meaning of any portion of any condition / specification, etc. he shall before signing the contract submit the particulars thereof to Executive Engineer, MGD-1,CWC,Lucknow in order that such doubts are removed.
- B-3** The work, shall be completed within the specified time period as mentioned in the work order, failing which penalty at the rate of 1 % per day subject to maximum of 10 % of work order value shall be imposed. .
- B-4** The contractor shall not, without the consent in writing of Executive Engineer, MGD-1, CWC, Lucknow, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.
- B-5** In the event, the successful tenderer fails to sign the contract with Executive Engineer, MGD-1,CWC,Lucknow or accept the work order, within specified time or withdraws his offer within the validity period or fails to accept the order for any reason whatsoever, then the earnest money deposited by him shall be forfeited by Executive Engineer, MGD-1,CWC,Lucknow
- B-6** Any question, dispute or difference whatsoever arises between Executive Engineer, MGD-1,CWC, Lucknow and contractor, in connection with this agreement except as to matters, the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of existence of such questions, dispute, difference and the same shall be referred to the sole arbitration of a person nominated by **Chief Engineer, UGBO, CWC, Lucknow**. This reference shall be governed by Indian Arbitration Act, 1996 and the rules made there under. The award in such arbitration shall be final and binding on all the parties. Work under the agreement shall continue during the arbitration proceedings unless the Executive Engineer, MGD-1, CWC, Lucknow or the Arbitrator directs otherwise.
- B-7** Notices, Statements and other communications sent by Executive Engineer, MGD-1, CWC, Lucknow through registered post or telegram or telex or to the contractor at his specified address shall be deemed to have been delivered to the contractor.
- B-8** The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the **Central Water Commission or in the Ministry of Water Resources, Govt. of India**. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

Signature & Seal of Tenderer

## **B-12 Performance Guarantee:**

- B-12.1** The contractor shall submit an irrecoverable **PERFORMANCE GUARANTEE** of **5% (Five percent)** of the tendered and accepted value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 7 days of issue of letter of intent. This period can be further extended by the Executive Engineer, MGD-1, CWC, Lucknow up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Executive Engineer, MGD-1, CWC, Lucknow. This guarantee shall be in the form of **Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Bankers Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank ( in case guarantee, amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form enclosed.**
- B-12.2** A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- B-12.3** The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- B.12.4.** If the contractor commits default in commencing the execution of work within the stipulated date Executive Engineer, MGD-1, CWC, Lucknow shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money deposit and performance guarantee absolutely.

Signature & Seal of Tenderer

## 6.0 SPECIFIC TERMS & CONDITIONS & SCOPE OF THE CONTRACT

### 1. Design of creative and Printing of Posters, Pamphlets, Leaflets, Folders, Stickers and Banners:

- Executive Engineer, MGD-1,CWC, Lucknow shall prepare and provide the design of the Posters, Pamphlets, Folders, Stickers, Banners. The Contractor shall print the Posters, Pamphlets, Folders, Stickers and Banners. as per the specifications given by Executive Engineer, MGD-1, CWC, Lucknow.

Specifications of Posters, Pamphlets, Folders, Stickers, Banners are given in **Annexure-A**.

2. Contractor shall submit an EMD of **Rs. 4,660/-** along with the Tender Offer. Tender offers submitted without EMD shall be rejected outright.

### 3. Terms of Payment

3.1 Bill of claim may be submitted in three copy.

3.2 Deduction of tax at source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, MGD-1, CWC, Lucknow from every payment made under this contract.

3.3 Deduction of **VAT** as applicable shall be made by the Executive Engineer, MGD-1, CWC, Lucknow from every payment made under this contract.

3.4 A sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the contractor, till the sum along with sum already deposited as earnest money amounts to security deposit @ 5% of the tendered amount of the work .

3.5 The payment will be made by account payee cheque payable on SBI, Chowk Branch, Lucknow on satisfactory completion of work and submission of bills in favour of the Executive Engineer, MGD – 1, CWC, Lucknow.

Signature & Seal of Tenderer

## **7.0 BID EVALUATION CRITERIA**

Tenders are invited from agencies & contractors having adequate infrastructure facilities for execution of tendered work and satisfying criterion as per the following Bid Evaluation Criteria (BEC). Offers of only those parties who are found qualifying based of following Offer Evaluation Criteria will be taken in to further consideration and prices of only those parties qualifying based of these criterion will be opened.

### **COMMERCIAL**

1. Earnest Money Deposit in the prescribed form should be submitted along with the offer. Tenderer who downloaded the Tender Document from CWC's website shall deposit the Tender Fee of Rs. 500/- by DD favouring Executive Engineer, MGD-1, CWC, Lucknow, along with their tender offer.

### **GENERAL**

1. The party should not have any relatives working in Central Water Commission.
2. As an acceptance of terms and conditions, the document duly signed and sealed on every page should be returned along with the offer.

Signature & Seal of Tenderer

## 8.0 SCHEDULE OF OFFER

Name of Agency / Contractor:

### 8.0.A. :

Items.	Quantity	Size	Paper quality	Printing & Process	Rate	Rates in words	Amount
Posters	4,000 nos. ( 4 creations of 1000 each )	14" x 19"	130 gsm Art Paper	As per details at 9.0 Annexure - A			
	3,000 nos. ( 3 creations of 1000 each )	18" x 22"	130 gsm Art Paper with both side tape	- do -			
Leaflets ( both side printing )	10,000	8.5" x 11"	100 gsm Art paper	- do -			
Folders (Both side printing)	10,000 nos. ( Two fold three panels )	8.5" x 11"	130 gsm Art paper	- do -			
Folders (Both side printing)	10,000 nos. ( Three fold four panels)	8.5" x 17.5"	130 gsm Art paper	-do -			
Stickers	10,000 nos. ( Die cut )	5¼" x 8"	On gum sheet	- do -			
Flex Banners	10 nos.	10" x 3"	10 ounce Flex material	- do -			

Date:

EE,MGD-1,  
CWC,Lucknow

Signature & Seal of Tenderer

## 9.0 TECHNICAL SPECIFICATIONS

**ANNEXURE - A**

**Name of Job : Design of creative and printing**

<b>A.1 Posters Specification</b>	<b>Quantity / Quality</b>
<b>(a)</b> -Quantities -Size -Paper -Process -Printing	4,000 nos. 14" x 19" 130 gsm Art Paper 4 Colour Offset In 4 Colour printing with designing
<b>(b)</b> -Quantities -Size -Paper -Process -Printing	3,000 nos. 18" x 22" 130 gsm Art Paper . 4 Colour Offset In 4 colour Printing with designing
<b>A.2 Leaflets</b>	
- Quantities -Size -Paper -Process -Printing	10,000 nos. 8.5" x 11" 100 gsm Art Paper 4 Colour Offset In single Colour Printing with designing
<b>A.3 Folders Specification</b>	
-Quantities -Size -Paper -Process -Printing	10,000 nos. 8.5" x 11" 130 gsm Art paper 4 Colour Offset In 4 colour , both side printing with designing ( Two fold three panel )
<b>A.4 Folders</b>	
-Quantities -Size -Paper -Process -Printing	10,000 8.5" x 17.5" 130 gsm Art paper 4 Colour Offset In 4 colour , both side printing with designing ( Three fold four panel )
<b>A-5 Stickers</b>	
- Quantities -Size - Material -Process -Printing	10,000 nos. 5¼" x 8" On gum sheet with die cut 4 Colour Offset Four pass multi-colour digital printing with Designing.

**A.6 Flex Banners  
Specification**

<b>(a)</b>	-Quantities	10 nos.
	-Size	10' x 3'
	- Material	10 ounce Flex material
	-Process	4 Colour Offset
	-Printing	Four pass multi-colour digital printing with Designing

EE, MGD-1,  
CWC, Lucknow

Signature & Seal of Tenderer

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called The government) having agreed under the terms and conditions of Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between Executive Engineer, MGD-1,CWC,Lucknow and \_\_\_\_\_ [hereinafter called the said contractor(s)\*] for the work of "Printing of Posters, Pamphlets, Leaflets, Folders, Stickers, Banners" of UGBO, CWC, Lucknow - (hereinafter called the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as a performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we \_\_\_\_\_ (Indicate the name of the Bank) (hereinafter referred to as the Bank) hereby undertake to pay to the government on amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by the Government.

2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due o the change in the Constitution of the Bank or the contractor(s).

7. We \_\_\_\_\_ (indicate the name of Bank) lastly Under take not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid up to \_\_\_\_\_ Unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_

(Indicating the name of Bank).