



### Shorter Notice

#### Expression of interest for Designing and Printing of Wall Calendars and Diaries for the Year - 2021

The BSTDC intends to engage a reputed agency for Designing and Printing of Wall Calendars, Diaries for the Year 2021

EOIs are invited from interested agencies having experience of designing, Printing and supplying the Calendars and Diaries as per the specifications given.

No	Particulars	Details
1.	Cost of EOI Documents	Rs 1000/ (Rupees One Thousand Only)
2.	EMD amount	Rs. 50,000.00 (Rupees Fifty thousand only)
3.	Pre-Bid Meeting	Dt-17.12.2020 at 12.00 P.M.
4.	Last date & Time of Bid submission	Dt-19.12.2020 at 01.00 P.M.
5.	Technical Bid Opening Date & Time	Dt-19.12.2020 at 03.00 P.M.
6.	Presentation before Management	To be informed to shortlisted bidders.
7.	Place for Pre-bid Meeting & submission of Bids	Bihar State Tourism Development Corporation Ltd, Hotel Kautilya Vihar, Birchand Patel Path, Patna – 800001
8.	Quantity Required	2000 each Wall Calendars and Diaries with envelops.

The bids will be submitted with the Bid Fee & Earnest Money Deposit in the form of separate Demand Drafts payable at Patna in favour of "Managing Director, Bihar State Tourism Development Corporation Ltd" drawn on any nationalised bank. Bid submitted without valid EMD & Bid Fees shall be rejected.

BSTDC reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reason thereof and any claim/ dispute on this shall be entertained.

EOI documents can be downloaded from the website of BSTDC [www.bstdc.bih.nic.in](http://www.bstdc.bih.nic.in) Mr. Suman Kumar , Manager, Travel & Trade, may be contacted (M) 8544418314, email id- [contactbstdc@gmail.com](mailto:contactbstdc@gmail.com)/ [ttbstdc@gmail.com](mailto:ttbstdc@gmail.com) for any further clarification.

Sd/-  
Managing Director  
BSTDC, PATNA



### Expression of Interest for

#### Designing and Printing of Wall Calendars and Diaries for the Year 2021

Bihar State Tourism Development Corporation, Patna invites EOI from agencies for Conceptualising, Designing and Printing of Wall Calendars and Diaries for the Year 2021

Sealed proposals are invited in two bid systems, i.e. 'Technical Bid' containing the concept, design & lay-out of the Calendars & Diaries - 2021 and 'Financial Bid' as per the given format.

#### **THEME OF CALENDARS AND DIARIES FOR THE YEAR 2021 - Promotion of Tourism:**

The Calendars as well as diaries shall be based on the following themes that must be portrayed on the Calendars & Diaries and one theme area at a time may be depicted suitably.

- Bihar's famous monuments and Heritage.
- Religious diversity- Hinduism, Buddhism, Sikhism, Jainism & Sufism.
- Arts and Crafts of Bihar - Handlooms, Textiles & Handicrafts.
- Adventure Tourism in Bihar.
- Bihar- People, Places, Festivals, Flora, Fauna, Wildlife.
- Bihar- Cultural Diversity.
- Bihar- Cuisines.
- Bihar- Well known personalities.

The List of Holidays, Tourist Circuits, Tourist Information Centre etc and other Tourism related information has to be incorporated in concept and design.

Calendars as well as diaries have to be printed in bilingual (English & Hindi). The Authority shall provide the text, if any, in English only. Translation of the same in Hindi including proof reading will be integral to scope of work of the selected agency.

Sample diaries as well as Calendars shall be approved and printing should be done after written approval of the authority.

#### **DELIVERY:**

Printed Calendars & Diaries need to be delivered as per the instructions of BSTDC within the time schedule and terms indicated in the 'Work / Purchase Order'. Maximum time of delivery shall be 10 days from the date of placing order. BSTDC may at its sole discretion allow a staggered delivery schedule for the supply. Delivery shall be made at head office of BSTDC for which no transportation cost will be payable by BSTDC.

## **CONCEPT/DESIGN/ LAYOUT / CREATIVE – PROPRIETARY:**

The design identified by the Authority for printing of its Calendars and Diaries will become the property of BSTDC. No part/ partition/ design will be available for reproduction & re-use without the prior written permission of BSTDC. Any pictures, graphics, animation, illustration included in the design proposed by the agency will form integral part of the design and no additional charges towards purchase of pictures etc. will be applicable.

BSTDC reserves the right to alter/ modify the design selected. Selected agency shall provide the changed design without any additional cost including incorporation of pictures, re-design of layout or any other related work etc.

Selected agency will need to provide 02 hard copies of each and CD of finalized design before printing of all copies for review & sanction of authority (BSTDC)

## **TEXT OF CALENDARS**

The agency will provide requisite text that may be appropriate to be mentioned on each page/ month.

However, if required, BSTDC may edit/ alter the text for incorporation on finalized design of Calendars in English only. The shortlisted agency will be required to arrange translation in Hindi as well as validation of the translated text. Proof reading of the text (both English & Hindi) will be integral to work and would form part of the work contract.

## **NUMBER OF DESIGNS:**

Each agency shall submit at least 1 of best design of wall calendar and diaries (each). Provision of pictures/animation/illustration/graphic etc. wherever applicable will be integral to design.

## **TECHNICAL BID:**

The proposals must be accompanied with/conform to –

### **Set ( L.1)**

- I. A suitable declaration along with/ on each creative/ design indicating that these are original creation by the relevant agency and not a copy of any other design/ patent/ copyright/ trademark/ report/ Calendars etc.
- II. Suitable indemnity, indemnifying BSTDC against any dispute & damages arising on the use of the selected design of 'Calendars & Diaries'. The proposal may contain a general indemnity to this effect in front of self declaration.
- III. The agencies are requested to mention their names neatly & clearly on each of the design submitted and affix company seal. Any cutting/ over-writing must be duly signed with date and affixing of company seal.
- IV. Soft copy of design and final contents of the Calendars & Diaries - 2021 shall be provided in duplicate, by the selected agency, before issuing 'Work Order'. Hindi translation wherever applicable shall be made by the vendor and submitted to the authority for approval before printing.
- V. Proof reading of the text (English as well as Hindi) would form part of the work contract.

- VI. Detailed Specifications are elaborate in this EOI. The work includes provision of 'Envelopes' of suitable size. These envelopes shall be printed with logo & name website colour on front side only.
- VII. Provisions of inserting pictures/ animations are available, wherever necessary.
- VIII. Each agency shall submit at least 1 of his been design. In case an agency submits more than 1 design, these will be picked up in random order and chosen for screening accordingly.
- IX. The agencies must submit a detailed statement supporting relevant work experience and attach testimonials.
- X. Sample of an executive diaries & Calendars are proposer to be printed/made by the vendor. Made available for received to B.S.T.D.C.

#### **Set ( L.2)**

- a) Logo of the Authority BSTDC will be provided to successful bidder for due incorporation on the Calendars (Wall) and Diaries - 2021.
- b) The cover page (fly leaf) of the Calendars will show all 12 photos/ no of photos pictures/ designs with brief narration at the bottom of respective images with suitable write-up/ caption – to be approved by the Authority.
- c) Each page of the Calendars must have (i) current month (ii) previous month (iii) next month (iv) Logo & Full Name of the Authority and (v) creative design/ picture/ animation/ illustration. Gazetted holidays must be indentified in all the months of (i), (ii) & (iii) Name of the holiday with a brief description about it must be given on the pages where the holiday falls in (i) above.
- d) The Sundays, Saturdays and other holidays should be printed in the Calendars in red colour.
- e) Calendars shall be delivered to the Authority in conformity with the delivery schedule given in 'Work Order'.
- f) Diaries shall be required to be supplied in over/box with complete name & address of Department of Tourism/ BSTDC's as case may be.

#### **FINANCIAL BID:**

- I. 'Financial Bid' must contain all the details as mentioned in Format (Annexure-II). Incomplete bids will be summarily rejected. The proposals must contain rates as per the specifications given by the BSTDC and alternate rates per the specifications, as suggested by the proposer. A sample of paper (A4 size) for each alternative being suggested should be annexed as representative example of the specification of the paper suggested by the agency as an alternate.
- II. The price quoted shall be inclusive of all the taxes & duties. However, all statutory duties and taxes including G.S.T. and other charges that may be payable by the bidder in connection with supply may be clearly specified. The price shall be firm and any variation in rates, prices or terms during validity of

the offer shall not be permitted.

- III. The offer shall remain valid for a period of 120 days from the date of submission of the proposal. No additional freight or any other charges, etc. would be payable for supply and delivery of the Calendars & Dairies.
- IV. Bidders shall quote the rates in English both in figures and in words. In case both rates don't tally, the rates quoted in words only shall be considered.
- V. No error, overwriting/ correction shall be permissible unless attested under the signature of the bidder with date and affixing of company seal.
- VI. Bulk Mailing: Selected bidder may also be asked to carry out bulk mailing of the Calendars on behalf of the BSTDC. The service charges for the same shall be separately negotiated by the BSTDC with the selected bidder.
- VII. Invitation of quotation for bulk dispatch, does not guarantee allocation of relevant work to any bidders(s).
- VIII. The rates quoted for conceptualising, designing, printing and supply of Calendars and Diaries shall be inclusive of cost of material, printing, transportation, taxes, duties, freight, loading / unloading charges and any other incidental expenses. The agency will need to quote a comprehensive price inclusive of design development, printing and all other incidental work viz. proof reading, delivery, taxes etc. based on quantity under procurement. The price for translation, if any, in lump sum must be quoted separately, as provided for in the Financial Bid format.

#### **TERMS OF PAYMENT:**

Payment will be released within 30 days from the date of submission of bill/invoice along with requisite testimonials after completion of supply. and compliances Taxes as applicable may be deducted as per rules.

#### **PRICE:**

- Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time. In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decreases in these taxes/ duties for the supplies made from the date of enactment of revised duties/ taxes. In case of increase in duties/ taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies.
- Any increase in taxes and others statutory duties/ levies after the expiry of scheduled delivery date shall be to the supplier account.

#### **RECEIPT OF ITEM:**

The vendor will obtain a certificate from the BSTDC or get an acknowledgement on its delivery challan for receipt of the material (goods actually received) by the Authority. A copy of such receipt must be submitted along with invoice/ Bill of the vendor for release of payment.

#### **INSPECTION, QUALITY ASSURANCE & CHECK:**

- I. All items for supply/orders shall be open to inspection. BSTDC may carry out inspection either at various sites/locations or at the Stock Depot of the bidder. BSTDC shall be the final judge of the quality of the work/ item, method/

technology used for making the items and the satisfaction of the standards in respect thereof set forth in the tender/ contract documents.

- II. On receipt of information regarding the completion of work from the selected bidder (s), an authorised representative from BSTDC may be deputed to carry out inspection at places as per the aforesaid clause, in lots of complete set ordered or for the items/ part thereof as decided above. No charges whatsoever will be paid for items rejected during inspection for any defect.
- III. Inspection before supply, will not absolve the selected vendor(s) of the responsibility/ requirement to supply material free of any defect in confirmation to terms & condition.

#### **WARRANTY/ GUARANTEE:**

- I. The supplier shall warrant that stores/ items to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and standards for one year from the date of delivery. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising out of deficiencies in manufacturing process or poor workmanship or use of low quality raw materials or ingredients or colour printing error in numbers, holidays etc.
- II. Evenness or fading effects or non-uniformity of the items or lack of finish/ neatness or use of inadequate materials to meet the specification and/ otherwise shall remedy such defects at his own cost when called upon to do so by the Purchaser agency B.S.T.D.C. who shall state in writing in what respect the items are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date: 12 months after the stores have been handed over.
- III. If any defect is not remedied within a reasonable time which shall not be more than 3 weeks after the BSTDC has notified the supplier of the defect, the BSTDC may proceed to do so at the suppliers risk and expenses, but without prejudice to any other rights which the Purchaser may have against the supplier in respect of such defects. The supplier, free of all charges at site including freight, insurance and other incidental charges shall make replacement under such warranty clause.
- IV. In the event of selected bidder continues to supply repeatedly defective item or items not conforming to specifications, the contract entered into with him is liable to be terminated without any financial liability on the BSTDC.
- V. The agency will stand guarantee for the workmanship of the jobs carried out by

him in accordance with the specification stipulated in the contract / RFP/EOI document. In case the workmanship of the job done by the contractor found not as per specifications, the agency will have to rectify/ replace the same free of cost.

In case he fails to do so within the period specified by BSTDC, BSTDC shall be at liberty to get the same done at the risk and cost of the contractor/supplier.

- VI. If the material/ sample is damaged during the transit (prior to receipt by BSTDC) or during working the responsibility shall be that of contractor, the contractor will replace such material at his own cost.

#### **LIQUIDATED DAMAGES FOR DELAY IN SUPPLY:**

- The successful bidder must adhere to the time limit set by the Authority at the time of issuing the order and ensure delivery. Failure to supply all or part of the delivery on or before the stipulated date will entail a pre-estimated pre-determined liquidated damages equal to 1 % of the value of total contract price per day subject to maximum of 10 % of total contract value.
- In case of delay in compliance with the order beyond 15 days of the stipulated time period, BSTDC will have the right to cancel the order levying the above liquidated damages.

#### **PERFORMANCE GUARANTEE:**

The successful bidder may be required to furnish a performance guarantee if so desired by BSTDC, for an amount equal to 15 (fifteen) percent of the awarded value, within 5 Calendars days from the date of acceptance of the bid for due and proper fulfilment of the work.

Such performance guarantee provided by the successful bidder will be in the form of bank guarantee from a Nationalized Bank and should be valid for the period of guarantee from the date of issue.

#### **SUBMISSION OF BIDS:**

Technical Bid: The details containing the proposed concept Design, layout of Calendars and Diaries as per the given specifications be placed in Envelop I.

.Financial Bid: As per the given format the Price bid be sealed in Envelop II.

The two envelopes should be placed in Envelop III along with EMD, Bid Fees and depicting information about past work experience as well as the jobs undertaken along with details about turnover, infrastructure available etc.

Proposals complete in all respects, may be submitted to MD, Bihar State Tourism Development Corporation (BSTDC), 2nd Floor, Paryatan Bhawan, Birchand Patel Path, Patna – 800001, by the time line mentioned in the RFP/EOI document. Proposals received after due date & time shall not be entertained.

BSTDC may at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of BSTDC and bidder previously subject to the deadline will thereafter be subjected to the deadline as extended.

The proposals must be accompanied with –

- I. A suitable declaration along with each creative indicating that these are original creation by the relevant agency and not an infringement of any other design/ patent/ copyright/ trademark/ report.
- II. Suitable Indemnity, indemnifying BSTDC against any dispute & damages arising on the use of the selected design of Calendars & Diaries. The proposal may contain a general indemnity in this effect.
- III. The agencies are requested to mention their names neatly and clearly on each of the design submitted. Any cutting and over-writing must be duly signed.
- IV. Soft-copy of all the designs/ layouts/ creative submitted.
- V. Sample Calendars (Wall) & Diaries\_2021.

#### **NON – CONFORMANCE:**

Proposals not conforming to the EOI requirements are liable to be rejected.

#### **REJECTION OF PROPOSALS / BIDS:**

Bids not complying with the following will be rejected –

- Not properly sealed.
- Not submitted in two cover system i.e. the sealed and duly identified ‘Technical Bid’ and ‘Financial Bid’. These, then should be kept in one envelop along with a covering letter in a separate enveloped superscribed “Proposal for **Designing and Printing of Wall Calendars and Diaries for the Year 2021** “ and sealed properly.
- Not submitted by the time and last date of submission.
- Not accompanied with requisite (a) Indemnity (b) Declaration about originality of design submitted, as detailed in this RFP document.
- Not signed properly by authorized signatory.
- Not compliance to this RFP document.
- Over writing/ cutting not duly countersigned by authorized signatory with Company seal.

#### **MODIFICATION AND WITHDRAWAL OF BIDS:**

- The bidder may withdraw his bid after submission provided that the written notice of withdrawal is received by BSTDC prior to the deadline prescribed for submission of bids.
- The bidder’s withdrawal notice shall be prepared, sealed, marked and



dispatched as required in the case of bid submission. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by registered post so as to reach this office not later than the deadline for submission of bids.

- No bid shall be modified subsequent to the deadline for submission of bids.

#### **CLARIFICATION OF PROPOSALS/ BIDS:**

To assist in the examination, evaluation and comparison of bids, BSTDC may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

#### **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL PROPOSALS:**

BSTDC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSTDC's action.

#### **COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation, submission of the bid and also for presentation (if called for, as part of selection process, applicable only to short listed bidders). BSTDC will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **BID OPENING AND EVALUATION:**

- BSTDC shall open the main envelope containing sealed (i) **Technical Bids (Envelop-I)**, (ii) **Financial bid (Envelop – II)** and (iii) covering letter along with detailed statement and testimonials in support of experience in the presence of bidders or their authorized representatives who choose to attend at Paryatan Bhawan on a date/ time informed by BSTDC. The bidder's representative present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- Only one representative for any bidder shall be authorized and permitted to attend the bid opening.
- The bidder's names, modifications, bid withdrawals and such other details as BSTDC at its discretion may consider appropriate will be announced at the opening.
- The date fixed for opening of bids if subsequently declared as holidays by BSTDC the revised date of schedule will be notified.
- Sealed Technical bid will be opened later by the Authority for scrutiny and evaluation of design submitted. Financial bids will also not be opened.

- Detailed statement in respect of experience and capability along with testimonials must be kept in the main envelop along with covering letter. These should neither be kept in sealed 'Technical Bid' nor in sealed 'Financial Bid'.

#### SELECTION PROCEDURE & CRITERIA:

- The Authority will follow a three step process –
- Step – 1, main envelope containing sealed 'Technical Bid 'and 'Financial bid' will be opened for evaluation.
- BSTDC will evaluate the agency on the basis of –
  - Prior experience in doing similar work –  
The agency must list jobs of design & printing Calendars & Diaries for (a) Govt. Ministry/ department/ organization and (b) private organization of repute. Agencies who have designed & printed – 2 Calendars and Diaries each for (a) and (b) in each year of last two financial years will be given weightage.
  - Set-up for design & Printing of Calendars & Diaries –  
The agency that has their own set-up for design & printing of Calendars will be given weightage.

**Note: The agencies, therefore, should provide a detailed statement to support the above Requirement and attach testimonials.**

- In step – II, 'Technical Bids' of only the agencies who get weightages, as above, will then be opened.
- 'Technical bids' will be evaluated by BSTDC and short listed for selection based on the overall impact of Design/ layout, attractiveness of design, functionality of layout suggested, creative placement of pictures & text, compliance of design to the theme as per EOI document and aptness of design for display in Govt. offices & public places.
- Short listed agencies whose 'Technical bid' get shortlisted, may be called to make a presentation before BSTDC at a short notice.
- In step – III, 'Financial Bid' of only short listed agencies will be opened.
- Based on the overall cost, the lowest bidder shall be selected from the short listed proposals as above. While arriving of lowest cost, the price quoted for Hindi translation shall be divided by quantity under supply to arrive at unit cost and this unit cost of the Hindi translation will be added to the price quoted for design & printing of the Calendars & Diaries 2021. Agencies are advised to separately quote charges, if any, for Hindi translation.
- Agencies should indicate details of similar assignment(s) done for Govt./ PSU/ Govt. organizations and attach testimonials.
- Only selected agency shall be informed of the decision of the Authority.
- The selected agency may be asked to execute a suitable bond of performance.

**Note :**

- BSTDC reserves the right to amend the scope of work either during the process or after selection of an agency for the said purpose.
- BSTDC also, reserves the right to accept/ reject any proposals/ bid and to cancel the bidding process at any time and reject all bids, without assigning any reason whatsoever at any time prior to placement of order, without thereby incurring any liability.

**OWNERSHIP OF THE SELECTED DESIGN:**

The ownership of the selected design will rest with the Authority. The Authority shall be free to use the design in electronic print, web, telephony, IP protocol, stationery, conferences, international forums, interactive activities/ BTL activities and any other suitable medium etc.

All rights for reproduction, editing, publicity and future use for the creative design accepted by BSTDC shall be with BSTDC perpetually. The supplier/agency shall indemnify BSTDC against any third party claims of infringement of patent, copyright, trademark or industrial design and issues relating to intellectual property rights arising etc. from use of selected design/ model, if any, under the scope of contract.

**GENERAL TERMS & CONDITIONS:**

- i. All the pages of bid document including forms/copy of documents / papers/designs etc. should be duly signed and affixed with seal of the bidder organization as a token of having read, understood and accepted all the terms and conditions of the RFP document tender mentioned therein.
- ii. Any attempt for negotiation direct or indirect on the part of bidders with the competent authority in BSTDC or endeavour to secure interest for actual or prospective bidder or to influence by any means the acceptance of the particular bid will render the bidder liable to be excluded from consideration.
- iii. The bidders will be bound by all terms, conditions and specification as detailed.
- iv. Modification/alteration/amendments/revision/supplementary information etc. of/ to the bid submitted will not be entertained.
- v. Additional information after opening of bids, unless sought by BSTDC, will not be taken into consideration.
- vi. BSTDC reserves the right to amend supply schedule or order minor changes in design/specification during the validity of the contract. No. compensation, whatsoever, shall be payable on this account.
- vii. Bids received either by post, courier, fax or email will not be accepted.

## **STANDARDS:**

Agency selected shall abide by all relevant rules & regulations of the Government as issued from time to time and shall also be responsible for adhering to norms/rules & regulations/ provisions of Ministry of I & B, DAVP, Press & Distribution Act, other applicable Acts/concerned regulatory body(s).

## **DATE OF COMMENCEMENT AND COMPLETION PERIOD:**

Provision of high resolution soft copy and transfer of ownership to Authority will be done within 3 days from the date of release of requisite order/letter from the authority. The final contents of the Calendars & Diaries shall be provided in duplicate, by the selected agency, before issuing 'Work/Purchase Order'. The work shall commence on issue of 'Work/Purchase Order' from the Authority and shall be completed as stipulated in the delivery schedule indicated as above.

## **CHANGES IN WORK/PURCHASE ORDER**

- BSTDC may, at any time, by a written order given to a Supplier/Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specification.
- If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier/Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **TERMINATION OF CONTRACT/ WORK ORDER**

The contract/work order can be terminated at a notice of 15 days by the BSTDC

- If it is felt that the work carried out by the supplier is not satisfactory.
- If the supplier fails to deliver any or all of the goods within the time period(s) specified in the purchase order, or any extension thereof granted by the Purchaser.
- If the supplier fails to perform any other obligations under the contract; and
- If the supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the supplier may authorize in writing) after receipt of default notice from the Purchaser.

The supplier shall not be entitled for any compensation on account of such force closure/termination of contract.

The supplier shall not be entitled for any compensation towards any loss or damage in case the contract is to be suspended or to be closed for some time due to any reason whatsoever duly communicated by the BSTDC.

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners, dies, then unless the owner is satisfied that the legal representative of the

individual contractor or of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out the completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor and/ or the surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the owner that the legal representative of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on both the parties. In the event of such cancellation the owner shall not hold the estate of the deceased contractor and/ or the surviving partners of the estate of deceased supplier's firm liable to damages for not completing the contract.

### **CONCILIATION/ARBITRATION**

- If any dispute (s) or difference (s) of any kind whatsoever arise between the agency and the BSTDC, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Secretary, Department of Tourism, Govt. of Bihar.
- In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Secretary, Department of Tourism, Govt. of Bihar.
- Notwithstanding, the existence of any dispute or differences and/ or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- The arbitration proceedings shall be in accordance with the prevailing Arbitrator and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- The venue of the arbitration shall be Patna, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings.

### **FORCE MAJEURE**

1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
2. The term " Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely BSTDC and the Contractor.
3. Upon the occurrence of such cause and upon its termination, the party alleging that it has beginning of the cause amounting to Force Majeure as also the ending

of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, BSTDC shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

4. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts

#### **APPLICABLE LAW AND JURISDICTION**

All matters connected with this work shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Patna.

Annexure -I

#### **SPECIFICATIONS FOR CALENDARS**

##### **WALL CALENDARS:-**

Main Calendar: 6 sheeted + Cover sheet + Base sheet

Size	16.5"h x 23.5"W
Paper	Main sheet(6) - 190 gsm natural white rough gloss with high ink depth capacity Cover sheet - 130 gsm natural white rough gloss with high ink depth capacity
Colour	4 + 4 colours + aqueous coating
Fabrication	Wiro-white colour (Strong enough to carry the weight of calendar)
Color offset	Multi color offset printing with online uv curing & spot uv on top Wiro binding (landscape mode)
Quantity	2000

##### **WALL CALENDAR ENVELOPS:-**

Size	Wall Calendar Boxes 3 x 3 "h x 25"w (finish)
Paper	SBS Printing - 4+4 colours + aqueous coating
Colour	4 + 4 colours + aqueous coating
Fabrication	Die cutting/creasing/pasting of Boxes
Quantity	2000

## SPECIFICATIONS FOR DIARIES

1.	Size of the Diary	23 cm x 17.5 cm
2.	Cover	2.2 imported hard board
3.	Binding	Hard Cover Binding
4.	Paper	On 80 GSM Maplitho paper like Ballarpur/JK for inside Pages, 130 GSM on art paper like sinarmas/JK for 12 photos sheet.
5.	Pringing	Double colour for all pages and multi colour for 12 photo pages.
6.	Format	whole year, (1 day per page) three year calendar, name with telephone numbers of the Governor, Chief Minister, Deputy Chief Minister, Mintsters, Parliamentary Secretaries, Speaker of the Bihar Legislative Assembly, MLAs, Chief Secretary down to Heads of Department, Deputy Commissioners, Superintendents of Police with their names colour map of India & state of Bihar (Front & Back of Dairy) and Blank Telephone Index.
7.	Photograph	Best quality photographs to arranged by the Tenderer as per the concept/theme approved for necessary incorporation by BSTDC
8.	Marking of Holidays	General Holidays/Sundays to be marked in Red ink and Restricted Holidays in light blue ink.
9.	No. of Copies	2000 Copies
10.	Art work	All designs used will be the property of DIPR. Soft copy of the approved designs to be furnished to DIPR before printing.

### Annexure -II

Price Bid					
S.N.	Details	Quantity	Rate per unit	Total Amount (In figures)	Total Amount (In words)
1	Designing, printing & supply of calendars with envelop	2000			
2	Designing, printing & supply of diaries with boxes	2000			

- ❖ The rate quoted above shall be all inclusive, excluding GST. GST will be paid over and above the rate, as applicable
- ❖ Before quoting the rate, ensure that the rate is calculated properly including frights for the products conforming to the detailed specifications (Technical bid)
- ❖ Average price of above works as mentioned in s. no-1,2,3,4 will be treated as L1

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\_\_\_\_\_

Signature of Authorized Signatory/representative of Bidder name, title, address, date

**Format of: PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of Bihar State Tourism Development Corporation (BSTDC), Paryatan Bhawan, Birchand Patel Path Patna – 800001. (hereinafter called

'BSTDC') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and condition of an agreement/ Advance purchase / Work Order No. \_\_\_\_\_ Dated \_\_\_\_\_ made between

\_\_\_\_\_ for the supply of Calendars & Diaries-2021 of BIHAR TOURISM (hereinafter called

" the said agreement") of security deposit for the due fulfilment by the said contractor (s) of the terms and condition contained in the said agreement, on production of the bank guarantee for we, (name of the Bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of BSTDC as amount not exceeding Rs.

\_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSTDC by reason of any breach by the Contractor (s) of any of the terms or conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the BSTDC by reason of breach by the said contractor (s); of any of the term or condition contained in the said agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSTDC in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ .
3. We undertake to pay to the BSTDC any money so demanded notwithstanding any dispute or dispute raised by the contractor (s)/ suppliers in any suit or proceeding pending before any court or tribunal relating thereto our 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) / supplier (s) shall have no claim against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect 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 BSTDC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge or till \_\_\_\_\_ (office/ Department) BSTDC certifies that the terms and condition of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of \_\_\_\_\_ (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.



5. We (name of the bank) \_\_\_\_\_ further agree with the BSTDC that the BSTDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any 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 to postpone for any time or from time to time any of the power exercisable by BSTDC against the said Contractor(s) and to forbear or enforce any of the terms and condition 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 or omission on the part of the BSTDC or any indulgence by the BSTDC 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 discharges due to the change in the constitution of the Bank or the Contractor(s)/ Suppliers (s).
7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSTDC in writing.

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

For \_\_\_\_\_

(Indicate the name of Bank)

## **Section II Creative Brief**

The Wall Calendars & Diaries-2021 designed and printed through/by BSTDC is the most prestigious project of corporation. The theme for the Calendars is selected by the Committee of BSTDC after considering various aspects.

Key idea: The creative of wall Calendars & Diaries\_2021 should match with the themes provided by BSTDC.

## Section III the Task

The main tasks of the advertising agency are as follows:-

**1. Designing and Printing of Wall Calendars and Diaries for the Year 2021**

**2. Required outputs:**

- The agency will develop concept for three Sheets of the Calendars on any route.
- Once shortlisted, the agency will be required to give all sheets of the Calendars within 15 days of receiving job order.
- Agencies are required to develop tagline for the Calendars and suitable photo caption for each creative. For fly leaf page, agency is required to provide a brief write up on the theme in not more than 300 words.
- The Bi – lingual Calendars will be printed. The Financial bid should also contain translation charges for language versions of the Calendars.
- The Calendars is to portray the theme through photographs. Line drawings, Sketches or any other Creative treatment.
- Suitable captions & small write-up / fact sheet on each of these themes may be included in the Calendars.
- All the creative selected for the Calendars & Diaries will be property of BSTDC.
- Same theme will be depicted in the proposed Diaries 2021, however necessary text to be inserted in the diaries will be provided in a soft copy.

## Section IV Selection Procedure

BSTDC will evaluate the Proposal submitted by the bidders for a detailed scrutiny by nominated Committee of Officers. During evaluation of Proposals, BSTDC, may at its discretion, ask the bidders for clarification of their Proposals. The process for selection is as follows:

- Preliminary Scrutiny** : Preliminary scrutiny of the technical bids for eligibility will be done to determine whether the Bid is complete, whether the documents have been properly signed and whether the Bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.
- Technical Evaluation:** Technical Bids would be opened only for those bidders, who are qualified and short-listed based on the documents submitted. If a Technical proposal is determined as not substantially responsive, the committee will reject it. The parameters to be used for technical evaluation will be based upon following criteria : -
  - Creative Ideas and Strategic approach.
  - Understanding of creative brief and the concept.
  - Visualization of concept.
  - Graphic Design and Layout.
  - Inside copy.

**Overall quality of Presentation** The bidder shall deliver a presentation on his methodology for timely delivery of services.

**Detail Evaluation:**

Sl. No.	Parameter	Max. Marks
1.	Experience in Related Field	20
2.	<b>Approach &amp; Methodology including design &amp; layout:</b>	
	a. Presentation of the Concept & Designing	20
	b. Quality of Art work	20
	c. Design Development	20
	d. Layout and finishing quality.	20
<b>Total Scores</b>		<b>100</b>

**Technical Proposal**

The Respondents are required to submit their Technical Proposal on the basis of abovementioned parameters along with following:-

Sr.	Particulars	Details
1.	Name & Address of the Firm/company Tel/Fax/email details:	
2.	Date of Establishment of company/ Firm. (enclose evidence):	
3.	GST Registration details: (enclose evidence):	
4.	Work experience as a Driver supplier details of client (enclose details)	
5.	Agencies should indicate details of similar assignment(s) done for Govt./ PSU/ Govt. organizations and attach testimonials.	
6.	Notarized certificate of not being Blacklisted by any Organisation	

**Concept Presentation:** In this part bidder should explain/ their understanding of the assignment / job. Bidders should explain the Methodology that is proposed to be used for execution of the job.

Bidders may also be asked to give their presentation in person for better clarity and understanding.

**Submission of Proposal by Respondents:**

- Respondent shall submit Responses (referred to as 'Proposals' herein) in hard copy and softcopy (in CD) to the contact person mentioned in letter of invitation.
- Performa for financial bid is enclosed.

Technically qualified Respondents: Financial bids will be considered only of those bidders who secure a qualifying Technical Score of 70 %.

Financial Bid: The Agencies are required to provide one financial bid (in INR) for each of the work.

**Bid Opening:**

The financial bids of only those agencies will be opened that qualify the minimum score on their technical proposals evaluated by the Committee. The contract will be awarded based on the lowest bid. For the purposes of calculation of lowest bid, 70 % weight age would be given to technical bids and 30 % to financial bid. The decision of the Committee will be final and binding.

BSTDC reserves the right to accept or reject a proposal without assigning any reason thereof.

**Award of Contract:**

Financial Bids will be opened in the presence of the Bidders who choose to be present. All concerned will be informed individually. On acceptance of Bid for awarding the contract, the BSTDC will notify the successful Bidder in writing that their Bid has been accepted.

BSTDC reserves the right to accept or reject a proposal without assigning any reason thereof.

### **Section V Terms of Reference**

All the Terms and conditions provided to the empanelled Multi – Media Creative Agencies at the time of their empanelment shall be valid and applicable. The details of the Terms and Conditions are available on BSTDC website.

During pre – qualification and technical evaluation of the Proposals, the BSTDC may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the time frame.

**Disqualifications:**

The BSTDC on behalf of Govt. of Bihar may at its sole discretion and at any time during the evaluation of Proposal disqualify any bidder, if the bidder has:

- a) Submitted the Proposal documents after the response deadlines,
- b) Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements,
- c) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in preceding three years,
- d) Submitted a proposal that is not accompanied by required documentation or is non – responsive.
- e) Failed to provide clarifications related thereof, when sought,
- f) Submitted more than one Proposal,
- g) Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted,
- h) Submitted a proposal with price adjustment / variation provision.
- i) Used of photos/picture/themes which are registered trade marks

The bidder is expected to examine all the instructions, guidelines, terms and conditions as notified on BSTDC website at the time of Empanelment of multi-media and print media Creative Agencies.

**Preparation of Proposal:**

The bidder shall comply with the following related information during preparation of the proposal-

- a) The Proposal shall conform to prescribed formats. Any interlineations, erasures or over writing shall be valid only if they are initialled by the authorized person signing the Proposal.
- b) The proposal shall be typed or written in indelible ink (if required) and shall be signed by the bidders or duly authorized person(s) to bind the Respondent to the contract. The latter authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- c) Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- d) Bidders are not permitted to modify, substitute, or withdraw Proposals after its submission.

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