

REQUEST FOR PROPOSAL
(Particulars of the Buyer issuing the RFP)

INVITATION OF BIDS FOR PRINTING AND DISPATCH OF SAINIK SAMACHAR IN ENGLISH, HINDI & 11 OTHER INDIAN LANGUAGES INCLUDING TRANSLATION FROM ENGLISH TO HINDI AND 11 OTHER INDIAN LANGUAGES AND MAKING OF HTML FORMAT PAGES OF SAINIK SAMACHAR FOR UPLOADING ON THE SAINIK SAMACHAR WEBSITE IN ENGLISH AND HINDI.

Request for Proposal (RFP) No 001 Dated 22 Aug 2017

1. The Directorate of Public Relations, Ministry of Defence brings out "Sainik Samachar" a fortnightly publication in English, Hindi and 11 other Indian Languages namely Assamese, Bengali, Gorkhali, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil, Telugu and Urdu. The Ministry of Defence, Government of India on behalf of the President of India, invites Bids for and intends to enter into a contract for printing and dispatch of Sainik Samachar in English, Hindi & 11 other Indian Languages including translation from English to Hindi and 11 specified Indian Languages and making of HTML Format pages (E- Book version) of Sainik Samachar for uploading on the Sainik Samachar Website in English and Hindi. The task to be undertaken by the successful bidder will be as below:-

(i) Printing the English version of Sainik Samachar in the prescribed format after obtaining material from the Editor-in-Chief, Sainik Samachar and approval of the design/layout, text, etc. by the Editor-in-Chief.

(ii) Translation of the text of Sainik Samachar from English to Hindi and 11 other Indian languages and printing the publication in those languages after following the requisite steps as per (i) above.

(iii) Dispatch the copies of Sainik Samachar in all languages to the concerned subscriber and other addressees as intimated by the Editor-in-Chief, Sainik Samachar within the prescribed time limit, and Maintenance of subscriber list, regular updating, liaison with post office/postal dept., maintaining record for complaints for non-receipt of magazine along with details of corrective action taken & sending the copies to such subscribers by first class mail/speed post at own cost.

(iv) Making of HTML Format (E- Book version) pages of Sainik Samachar in English and Hindi for uploading on the Website of the Sainik Samachar within 24 hrs from the date of approval of advance copies.

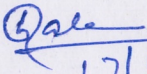
(v) Providing assistance for uploading of HTML format (E- Book version) pages on Sainik Samachar website, maintenance of existing website as per requirement forms part of the work.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

Bids/queries to be addressed to the **Editor-in-Chief, Sainik Samachar, Directorate of Public Relations, Ministry of Defence, Room No.19, L-1 Block, Church Road, New Delhi-110001.** For any clarifications, Please Contact **Editor-in-Chief, e-mail -sainiksamachar@gmail.com.** The cost of Tender document is Rs.500/- (Rupees Five Hundred only) to be paid by way of Bank Draft favouring Editor-in-Chief, Sainik Samachar.

3. This RFP is divided into five Parts as follows:

- a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - e. Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.


17/10/17
(एच. रहमान / H. Rahman)
प्रधान सम्पादक / Editor-In-Chief
जनसम्पर्क निदेशालय / DPR
सैनिक समाचार / रक्षा मंत्रालय
Sainik Samachar (MoD)
नई दिल्ली / New Delhi-110001

Part I – General information

1. Last date and time for depositing the Bids By 1300 hrs on 15 Nov 2017. The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as **TECHNICAL CAPABILITY/FACILITY AND COMMERCIAL BIDS** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids: Technical Bid will be opened at 1500 hrs on 15 Nov 2017 (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of the Tender Box: Office of Editor-in-Chief, Sainik Samachar, Room No.19, L-1 Block, Church Road, New Delhi-110 001. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. Place of opening of the Bids: Directorate of Public Relations, Room No. 96B, South Block. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. Two-Bid system: Since, it is Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST TIN number, PAN/TAN number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. Validity of Bids: The Bids should remain valid till **45 days** from the last date of submission of the Bids.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for **Rs. 5,20,000/- (Rupees Five Lac Twenty Thousand only)** of estimated contract value along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the MSME as micro or small enterprise and National Small Industries Corporation (NSIC) for the relevant items. Those bidders who are applied for exclusion of EMD may required to submit proof of the same. The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – PRINTING, TRANSLATION IN HINDI AND 11 SPECIFIED INDIAN LANGUAGES, DESPATCH AND MAKING OF HTML PAGES OF SAINIK SAMACHAR FOR UPLOADING ON SAINIK SAMACHAR WEBSITE IN ENGLISH AND HINDI

2. Technical Details:

Sl. No. SPECIFICATIONS:

PRINTING

- | | | | |
|-------|---|---|---|
| I. | NO OF PAGES | : | (a) Normally 40 pages of text(Excluding cover pages) but may vary up to 25% at the discretion of the Editor-in-Chief, Sainik Samachar (b) 4 cover pages. |
| II. | TENTATIVE DATES FOR PRINTING FOR ENGLISH | : | (a) First fortnight (1-15) 1-2nd of the month (b) Second Fortnight (16-28/29/30/31) 16-17th of the month. |
| III. | TENTATIVE DATES FOR PRINTING OTHER 12 LANGUAGES INCLUDING HINDI | : | (a) First fortnight (1-15) 23-24th of the month (b) Second Fortnight (16-28/29/30/31) 6-7 th of the next month. |
| IV. | SIZE OF THE PUBLICATION | : | 21Cm x 28 Cm (finished) |
| V. | NO. OF COPIES | : | 25,000 but may vary up to +/- 25% copies at the discretion of the Editor-in-Chief, Sainik Samachar |
| VI. | PROCESS OF PRODUCTION | : | Offset |
| VII. | COLOUR | : | (a) <u>COVER</u> - 4 – 5 colour both sides With online aqueous Coating. (b) <u>TEXT PAGES</u> - 4 colour both sides (Photo Sequence and placement may change in order to accommodate the text between the 13 languages. In case of some languages like Urdu, complete sequence of pages will also change. The headings, text matter and photos will be in 4 colour throughout) |
| VIII. | MATERIAL FOR PRODUCTION | : | Text/MSS, Pen Drive/CD etc. in English, Photographs, TPs, Sketch and Map etc supplied by Sainik Samachar |
| IX. | NO OF COLOUR PHOTOGRAPHS/ TRANSPARENCIES | : | 120 TO 150. High Resolution drum scanning, image correction, system work & machine proofing is required to be done by the printing agency. |
| X. | PAPER QUALITY | : | (a) 170 GSM triple blade coated good quality Indian/ Imported High Gloss C2S art paper with minimum 90% brightness for cover and 100 GSM \ triple blade Coated good quality Indian/Imported high gloss C2S art paper with minimum 90% brightness for text pages will be used from printer's stock. The tender is required to enclose paper samples along with their technical tender with full nomenclature duly signed and stamped indicating various properties of paper. FSC certified paper to be used. |

(b) Good quality recyclable cellophane plastic envelope from Printer's Stock and good quality address label for envelope (Please enclose samples with technical tender). The printer shall use the same paper as per samples supplied and approved. If any other variety is used or replaced without prior approval of Editor-in-Chief/Editor or it is found at any stage to the contrary, the printer / dispatcher will be liable for a deduction recoverable by Sainik Samachar from Printer's subsequent bill on that count without asking any comments from the printer. In such cases the difference between present market cost of actual paper used and the paper specified in the tender will be recovered from printers bill.

XI. DETAILS OF TEXT :

(a) The magazine may carry between 16000 to 17500 words. The text pages will be composed in 3 Columns interspersed with color photographs. Text pages may be printed in different tinted color combination; heading may be in any one color other than black. In some articles & panel of headings, background of different color combination may be required.

(b). English text matter and photographs will be supplied by Editor-in-Chief, Sainik Samachar. Printer shall get the matter printed in English and subsequently translate into Hindi and 11 other Indian languages viz Assamese, Bengali, Gorkhali, Kannada, Malayalam, Marathi, Oriya, punjabi, Tamil, Telugu and Urdu for the versions of Sainik Samachar. Scanning of photographs & translation of text to be well edited and very high quality.

XII. DETAILS OF COVER PAGE :

Cover-I will have multi-colored photographs, Half-tone pictures/design with title, bleeding on three sides, Cover-IV may have imprint line, photographs, captions and colored screen ground. Covers-II and III will carry one or two multi colored or Black & white photographs with border and colored screen ground and captions are to be overprinted. Covers-I & IV are required to be thermal laminated with 25 micron film and spot UV coated.

XIII. LAYOUT :

Layout and design of high standard is to be prepared by the printer (Contractor). However, Sainik Samachar may provide guidance. It will be the responsibility of the printer /contractor to have the layout approved by the Editor-in-Chief. Recent sample can be taken on request.

XIV. BINDING : Magazine will be center stitched with wire staples at two places.

XV LANGUAGE-WISE BREAK-UP OF PRINT ORDER (BROAD INDICATION)

| | | | | | |
|-----------|---|-------|---------|---|-----|
| English | - | 10548 | Marathi | - | 940 |
| Hindi | - | 8537 | Telugu | - | 504 |
| Assamese | - | 320 | Oriya | - | 272 |
| Bengali | - | 368 | Punjabi | - | 541 |
| Gorkhali | - | 320 | Tamil | - | 634 |
| Kannada | - | 539 | Urdu | - | 342 |
| Malayalam | - | 1135 | | | |

Notes :

1. Language-wise breakup will be provided by Sainik Samachar every month (for two issues i.e. 1-15 and 16-28/29/30/31).
2. The existing print order is 25000. But it is not static and may vary from time to time in accordance with the demand. Editor-in-Chief/Editor, Sainik Samachar may at his discretion change the print order for each language and such changes will be communicated to the printer. Cost of extra number of copies will also be as per approved rates.
3. **Translation:** The printer shall have to engage translators with thorough knowledge and qualification in the language concerned and a list of the panel of such language translators with their address (engaged/to be engaged by the printer in the language concerned) should be forwarded to the Sainik Samachar for approval by the Editor-In-Chief/Editor of Sainik Samachar alongwith the technical bid. The Bidder must also attach with Technical Bid the translated version from English to all 12 languages as per the design proposed by the bidder. The English text and photographs may be taken from Sainik Samachar on request.
4. **Two-Bid System** In respect of two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –

| Para of RFP specifications item-wise | Specification of item offered | Compliance to RFP specification – whether Yes / No | In case of noncompliance, deviation from RFP to be specified in unambiguous terms |
|--------------------------------------|-------------------------------|--|---|
| | | | |

3. **Scope of Rate Contract** The rates quoted will be applicable for one year and can be extended further up to one year at the discretion of the Addl. DG (M&C), Directorate of Public Relations, Ministry of Defence, Government of India.

4. **Delivery Period -**

TIME SCHEDULE FOR PRODUCTION, DISPATCH AND MAKING OF HTML FORMAT:

(a) **For English publication.** Considered as the pilot publication, the job has to be taken on priority basis and advance copies thereof shall be submitted to Editor-in-Chief, Sainik Samachar within 03 days of the approval of the blueprint by Editor-in-Chief. Printer shall supply advance copies within 17 days from delivery of manuscripts/text and bulk supply within next three days after approval of advance copies. Overall 20 days will be allowed for English language out of which 5 working days will be for proof-reading etc by the officials of Sainik Samachar.

(b) **In case of language versions.** The work may start independently in respect of each language and the copy in each language is required to be published as soon as possible immediately after English copy is ready and preferably within the fortnightly issue period. The advance copy of each language publication shall be supplied in all cases within a period 25 days counted from the date of approval of final proof (3rd proof) of English version by Sainik Samachar and within 4 days of approval of advance copies the bulk supplies/dispatch in each language will be completed. Thus an overall 29 days will be allowed for production and dispatch of the publication in concerned Indian languages. This period also includes 4-6 days of vetting and approval of Sainik Samachar language editors.

(c) After getting translated versions from the translators, the Printer shall submit within 2-3 days the MSS/Text (preferably typed or laser set galley in double space) for vetting by Sainik Samachar. The 1st proof will be checked by the translator and after due corrections, will again be resubmitted to Sainik Samachar by the Printer for final approval and okaying for printing. The final approval/okaying is normally done in Sainik Samachar within 3 days (at least two working days included), unless the concerned editor is not available or in the event of any circumstances beyond one's control. In such cases, extra delay is not to be included in the aforesaid days for counting delays. Provided further, in case of emergency, when the concerned Assistant Editor/Sub Editor would not be available for consecutive days, the language edition may be got approved by the original translator and printed accordingly. 100 advance copies in English, 25 advance copies in Hindi and 10 advance copies each of 11 languages shall be submitted by the printer to production section Sainik Samachar for approval.

(d) The Printer will be responsible for all activities connected with dispatch and distribution of Sainik Samachar such as maintaining the mailing list/addresses on computer, making additions or deletions of addresses in mailing list from issue to issue, computer-printed self-adhesive sticker address, sorting of copies as per Department of Post's requirement, transportation of copies from the press store to post office, railway station and other local distribution etc. An up-to-date language-wise computerised list of subscribers including additions/deletions thereto will be supplied by the Printer to Sainik Samachar bi-monthly. An up-to-date computerised list of subscribers who are being supplied complimentary copies is also required to be submitted to Sainik Samachar after every three months.

(e) After submission of advance copies of Sainik Samachar for approval as detailed above and obtaining instructions from Production Section of the Sainik Samachar for bulk supply, the Contractor has to wrap pack the bulk copies, as per the requirement of distribution list in envelopes or bundles, paste stickers on envelopes and bundles, arrange the sorting of copies district wise or as per the requirement of the Department of Posts.

- (f) About 1300 copies in all languages are to be delivered by hand in Delhi/New Delhi area and about 450 copies in different languages are to be delivered in the office of Sainik Samachar including office copies and advance copies. The number of envelopes can be increased or decreased depending upon the requirement.
- (g) Total number of stickers and envelopes to be used for dispatch of Sainik Samachar is approximately 16,000 each (Sticker and envelope). Water-proof bags/gunny bags approximately 500 are to be used for dispatch out of station. Each envelope will not contain more than five copies of the magazines. Size of the sticker will be 6 cm x 10 cm, 14 point bold and Arial Font to be used for printing addresses. Indelible ink to be used for printing of addresses.
- (h) Envelopes are to be printed on one side.
- (i) Franking machine is to be utilized by the printer/dispatcher to dispatch Sainik Samachar to foreign subscribers and to the extent feasible to other subscribers in India under 'U' License Number. Franking machine can be used for the same with prior approval of Postal Department under intimation to Sainik Samachar and by making advance payment to Postal Department. (Details of dispatch presently undertaken may be noted for guidance).
- (j) List of will be provided by the Sainik Samachar to the dispatcher.
- (k) The dispatch/distribution of the publication of the fortnightly in all the 13 languages shall be accorded a very high priority by the Printer. As far as the dispatch is concerned, the Printer will be allowed a period of 3 days for English and 4 days for languages after approval of the advance copies including holidays, out of which, there should be at least two working days to complete the job of packing/wrapping of copies through Department of Posts, Railway and local distribution and the balance to Sainik Samachar.
- (l) Generally, dispatch of English copies etc. starts on the date of publication of the particular issue. However, due to unavoidable circumstances if there is some delay in supply in other language editions, the dates will be obtained by the Printer from the Department of Posts immediately after approval of advance copy. Dispatch charges for additional copies delivered to DPR or Sainik Samachar will not be paid separately.
- (m) In case, the Magazine is not published in time due to some administrative reasons causing delay in dispatch, the Printer would request the Department of Posts through Sainik Samachar to allot revised dates for dispatch and obtain new dates; under 'U' license number of Sainik Samachar.
- (n) After completion of dispatch the remaining copies if any will be supplied to circulation section of Sainik Samachar with proper packing indicating issue number and language on top of the packets.

HTML FORMAT PAGES FOR UPLOADING ON SAINIK SAMACHAR WEBSITE

After approval of advance copies of English version, the Printer shall immediately start making of HTML format pages (including E-Book Version) for uploading on Sainik Samachar website. The same process has to be followed for language issue also. The formatting of pages are to be done in a manner that after opening the website, the cover pages & center spread pages could be expanded up to their respective printed size in the magazine. After completion of formatting, the printer has to send the pages through CD/E-mail to Sainik Samachar.

The Printer shall complete the HTML formatting of pages within 24 hrs. of approval of advance copies. For counting of days, the delivery challan receipted by Sainik Samachar will be taken into account.

NOTES: (COMMON TO ALL ACTIVITIES)

1. Each language publication is to be undertaken by the Printer individually as and when approved.
2. Only Computer to Plate (CTP) plates having high Screen Resolution of 10 micron will have to be used for the job. This is Essential.
3. Cover & text page photo of Sainik Samachar in some issues may require system work for which no additional payment will be admissible.
4. The liabilities to pay all the taxes/duties will rest with the printer. No tax will be paid extra.
5. **Discretion to alter periodicity:** The Editor-in-Chief/Editor, Sainik Samachar will have the discretion to withdraw or combine one or more issues, as may be required, at any time during the currency of the contract. In that eventuality, the Printer/Dispatcher will be informed accordingly in advance but not less than 15 days.
6. Consignee Details :-

**Editor-in-Chief
Sainik Samachar, Room No. 19
L-1 Block, Church Road, New Delhi - 110011**

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract **from the first issue date of the magazine to the completion of 24 issues, w.e.f. issue No. 23 (1-15 December, 2017) to issue No.22 (16-30 November, 2018)** and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. Liquidated Damages on account of Delay :

(a) Since time is the essence of this service contract, as stated earlier the time schedule stipulated is to be strictly adhered to and in case of delay in printing/dispatch, agreed pre-estimated L.D. will be imposed by Sainik Samachar separately for both the operations as per details given below :-

The agreed pre-estimated liquidated damage for delay as given below will be imposed:

- | | | | |
|----|---------------|---|----------------------|
| 1. | Up to 3 days | - | 0.5% of cost payable |
| 2. | 4 to 7 days | - | 3% of cost payable |
| 3. | 8 to 10 days | - | 5% of cost payable |
| 4. | 11 to 14 days | - | 10% of cost payable |

For Dispatch and HTML format same as above.

(b) If there is delay of more than 14 days, then the ADDL DG (M&C) (Defence) has the right to stop the printing of the delayed edition and cancel the contract at the risk and cost of the Printer. If the delay in the edition is due to natural calamities, acts of God etc. in such cases, the **ADG (M&C) (Defence)** at his discretion may reduce or waive the L.D. altogether.

(c) Provided further, that if there is an inordinate and avoidable delay at the printer/dispatcher's end, such that the publication loses its value, Sainik Samachar at its discretion may reject all the copies together and consequently the amount expended by the Printer/Dispatcher (as the case may be) for the purpose, cannot be claimed or recovered from Sainik Samachar.

9. Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (14 days) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (01month) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13) Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14) Taxes and Duties

- a. If Bidder desires to ask for **GST**, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders
- c. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- d. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly Stipulations like, the said duty/tax was presently not applicable but the same will be charged if becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e. Any change in any duty/tax upward/downward as a result of any statutory variation in rate within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the annual contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. Option Clause:

The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Repeat Order Clause:

The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. Tolerance Clause:

To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. Payment Terms–

Submission of Bills :

Printing: Bills shall be submitted after printing and supply of bulk copies of the job along with complete supporting documents like number of copies printed language wise, e.g. receipted challan of Sainik Samachar, Dispatch details/Bulk Printing challan countersigned by the Circulation Section of Sainik Samachar as a proof of printing/dispatch by the printer/Dispatcher.

Dispatch: Bills shall be submitted to Editor-in-Chief Sainik Samachar within 15 days after completion of dispatch of entire copies along with complete documents like detailed certified copy from Post Office regarding copies dispatched by post, challans of advance copies received by Production Section, challans of complimentary and other copies delivered by hand.

HTML Format Pages: Bills shall also be submitted after completion of HTML Format pages for English and Hindi alongwith challans of CD/E mail received by Sainik Samachar. The bills shall be submitted to Editor-in-Chief Sainik Samachar separately in triplicate out of which the original copy should be pre-receipted

with revenue stamp. The Printer/Dispatcher should submit the bills as soon as the work for any particular issue in all languages are handed over to the Sainik Samachar. Sainik Samachar will admit the bills for payment after scrutinizing the bill in all respects and would forward them to CDA HQs for final payment to the party concerned directly which may take about one & half month's time or so to be passed. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). 100% payment on delivery and acceptance by the user will be made on production of the requisite documents.

6. **Advance Payments:** No advance payment(s) will be made.

7. **Paying Authority:** Payment of Bills will be made to Bank Account of Printer/Dispatcher's as well as TDS certificate will be released from CDA (HQs), 'G' Block, DHQ PO, Opposite Vayu Bhawan, New Delhi-110011, after deducting the L.D. if any. The payment of bills will be made on submission of the following documents by the contractor to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. CRVs in duplicate.
- v. Inspection note.
- vi. Challans.
- vii. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- viii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- xiii. Any other document / certificate that may be provided for in the Supply Order / Contract.
- xiv. User Acceptance.
- xv. Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

8. **Fall clause -**

a. The price charged for the services under the contract by the contractor shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores to any person/organisation including the purchaser or any Department, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -.....”.

9. **Specification:**

1. Printer must have in-house functional laser typesetting in respect of each language undertaken, Printer has to provide adequate proof and give undertaking in this regard.
2. The rates payable for each copy includes all activities concerned with printing, dispatch, making of HTML format pages and including translation from English version.
3. All material supplied by Sainik Samachar should be returned after completion of the job.
4. Specimen of work can be seen by PO/BM, Sainik Samachar on any time/day of their choice.
5. Printer shall exclusively depute two technically qualified executives to coordinate/supervise the job. Certificate of qualification and clearance from police for security purpose to be enclosed.
6. Representatives of Printer are required to visit Sainik Samachar twice every day for better co-ordination.
7. The Printer shall provide office facility such as table, chair, working space etc in the press, for Sainik Samachar official team as and when they visit the press on official work.
8. The job will be executed only on receipt of print order (on cover+ text pages) for each language from the office of Sainik Samachar. Therefore, it is necessary to submit complete set of proof in all respects for approval.
9. The Editor-in-Chief/Editor or his representative will have right to inspect the job in Printer's premises at all times to ascertain the actual position.
10. The Printer shall equip and organize itself fully within 15 days of acceptance of his bid to undertake dispatch of all the language editions entrusted to him.
11. The packing/wrapping material and envelope for dispatch will be of a very high quality and up to the satisfaction of the Addl. DG (M&C) (Defence) and the Editor-in-Chief/Editor.
12. The Dispatcher must have in-house computer and relevant Software for the maintenance of mailing list, store, space for packing and storing.
13. The Dispatcher is required to carry out addition/deletion of address in the mailing list as provided by Sainik Samachar.

14. The Printer will be required to arrange the dispatch on due dates through Department of Post/Railways etc. and also to make payments to the Post Office for postal charges (through cheques only) initially, and claim re-imbusement from this office in due course. The re-imbusement will be restricted to concessional rates of dispatch only. The printer has to develop a mechanism to receive the complaints from Sainik Samachar. To take up the matter with postal authorities on behalf of Sainik Samachar and get the same resolved. A brief about this mechanism of managing & resolving complaints for non-receipt of magazines must be explained in the technical bid by the bidder.

15. In order to compensate the aggrieved subscriber, printer must send fresh copy/copies by speed post/ first class post at their own cost to any subscriber who has a valid complaint for non-receipt of magazine. For this if the magazine has to be reprinted, then the printer has to do so at his own cost.

GENERAL/MISCELLANEOUS TERMS & CONDITIONS

1. Any failure or delay on the part of any party to exercise right or power under this contract shall not operate as waiver thereof.
2. The Contractor shall notify the Government of India of any material change in their status, in particular, where such change would impact on performance of its obligations under this contract.
3. Each member/constituent of the Contractor, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Government for performance of contract/services including that of its Associates/Sub Contractors under the contract.
4. The contractor shall at all times indemnify and keep indemnified the Government of India against any claim in respect of any damage or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by anyaction, omission or operation conducted by or on behalf of their contractor/its associate/affiliate etc.
5. All claims regarding indemnity shall survive the termination of expiry of the contract.
6. The government reserves the right to select or reject any tender without assigning any reason whatsoever. It will also not be obligatory on the government to accept the lowest quotation and no explanation shall be given with regard to reason for rejection of quotation by any tenderer.
7. The government further reserves the right to terminate the contract at any time without assigning any reasons by giving one month's notice to the contractor.
10. **Risk & Expense clause:**
 - (i) Keeping inview the fact that the publications are an important mode of transmitting information to the subscribers time and quality is the essence of the implementation of the contract, failure on either count would defeat the purpose. Therefore Government decides to accept the publication accordingly. In case it is found that there is either delay in execution of the work or the work is of poor workmanship etc, the Government may get the work done by alternate market sources and the Printer shall be liable to bear the difference between the quoted prices and the market prices. However, in cases where the liquidated damages (L.D.) up to 2% of the cost payable may be imposed on the printer's bill for printing defects like scum, slur, moiré pattern, miss-registration etc or deviation from the instruction given on the final proof, the extent of the liquidated damages to be charged will be determined by the Govt. after affording reasonable opportunity to the printer to explain their case.
 - (ii) Should the stores or any installment thereof not perform in accordance with the specifications/parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall beat liberty, without prejudice to any other remedies for breach of contract to cancel the contract wholly or to the extent of such default.

c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Seller's representative stationed in India.

16. **Warranty**

a. The following Warranty will form part of the contract placed on the successful Bidder –

- i. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.
- ii. Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.
- iii. Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.
- iv. Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

(iii) If there is delay of more than 14 days, then the ADDL DG (M&C) has the right to stop the printing of the delayed edition and cancel the contract at the risk and cost of the Printer. If the delay in the edition is due to natural calamities, acts of God etc. in such cases, the **ADG (M&C)** at his discretion may reduce or waive the L.D. altogether.

(iv) Provided further, that if there is an inordinate and avoidable delay at the printer/dispatcher's end, such that the publication loses its value, Sainik Samachar at its discretion may reject all the copies together and consequently the amount expended by the Printer/Dispatcher (as the case may be) for the purpose, cannot be claimed or recovered from Sainik Samachar.

11. **Force Majeure clause** (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on their terms provided in the agreement for the goods received.

12. **Quality:** The quality of magazine should correspond to technical tender as specified in part-II of the RFP.

13. **Inspection Authority:** The inspection will be carried out by representative of Sainik Samachar or its Publisher.

14. **Franking clause** - The following Franking clause will form part of the contract placed on successful Bidder –

a. Franking Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

b. Franking Clause in the case of Rejection of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

15. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
 - a. Only those Bids will be evaluated which are found to be complete and fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - i. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - ii. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
 - d. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, **GST** etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/ **GST** Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty /Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
 - e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - f. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - g. In case due to any reason there is only a single bidder in price bid, the rates quoted shall be negotiated, if required. Maximum of 10% p.a. variation will be permitted as compared to LPP.
 - h. A price negotiation committee will be formed. The L-1 bidder shall be invited for price negotiation.

TECHNICAL BID FORM FOR (PRINTING, DESPATCH & MAKING OF HTML PAGES)

To,

**The Addl. DG (M&C)
Ministry of Defence
Room No. 91A
South Block
New Delhi-110011**

Subject: Request for proposals for printing and dispatch of 'Sainik Samachar' in English, Hindi and 11 other Indian languages including translation from English to Hindi and 11 other Indian languages and making of HTML format pages of Sainik Samachar in English and Hindi for uploading on the Sainik Samachar Website.

Dear Sir,

We have carefully read and understood the terms and conditions for undertaking the job for printing and dispatch of 'Sainik Samachar' in English, Hindi and 11 other Indian languages including translation from English to Hindi and 11 other Indian languages and making of HTML format pages of Sainik Samachar for uploading on the Sainik Samachar Website in English and Hindi, as specified in quotation for job No.1504/19/PR(SS) dated _____. The terms and conditions stated therein are acceptable to us. Accordingly, details of the technical and other facilities available with us for undertaking the job in its entirety along with supporting documents (where as applicable) are submitted for your kind perusal in the enclosed format. We would be ready to receive the Ministry of Defence technical team for inspections of our premises/technical facilities at the convenience of the team.

2. Commercial bid for undertaking the job has been submitted in separate covers.
3. A Bank Draft No. _____ Dated _____ drawn on _____ in favour of the Editor-in-Chief, Sainik Samachar towards Earnest Money is enclosed.
4. We clearly understand that the office of the Editor-in-Chief, Sainik Samachar, L-1 Block, Church Road, New Delhi-110001 will be the interface for extension of the present contract and all technical issues relating to production, dispatch, editing and other related activities will be carried out in accordance with the requirements as may be conveyed by the Editor-in-Chief, Sainik Samachar.

Signature of Bidder/his authorised representatives
with date, name and address of the Bidder

Eligibility Criteria : Only the firm fulfilling the following eligibility criteria will be considered for opening on commercial bid.

FORMAT INDICATING DETAILS OF TECHNICAL AND OTHER FACILITES

| Sl. Details Required No. | Details of Technical Facilities Supporting and other requirements to be Documents Furnished by the Bidder if any |
|---------------------------------|--|
| 1. | Address where facilities for printing and Dispatch : exists. (All facilities to be at one place) |
| 2. | Printing Machines installed (Minimum requirement : Of Two 4-colour CPC, one single colour sheet-feed offset machine & one 5-colour with online aqueous coating CPC machine). At least 3 machines mentioned above should be of size 28" x 40" |
| 3. | Availability of CTP - Computer to plate with automatic processor (Violet/Thermal) : |
| 4. | Availability of manual plate making, printing down : frame with auto diffusion |
| 5. | Availability of production run Colour Digital printer : for machine proofing with colour matching software |
| 6. | Availability of 03motorisedand 01 flow line saddle : Stitching machines |
| 7. | Availability of Complete binding unit with automatic: folding Machines having minimum 03 fold each and one programmable three knife trimmer. |
| 8. | Details of high resolution drum scanning facilities : |
| 9. | Availability of high resolution Scanner (to input the : picture in page proof stage). Mention DPI. |
| 10. | Details of Laser Printer(Minimum requirement : 2 Nos.800-1200 DPI) |
| 11. | Availability of computer terminals (Minimum : requirement -08 Sets) with high speed Internet& requisite software. |
| 12. | Availability of one Gold/Silver foiling and embossing: machine |
| 13. | Details of Lamination Machines available : |

14. Details of Vehicles owned by the bidder or details :
of other arrangements made for collections/dispatch
of material etc.
15. Availability of Franking Machine :
16. Availability of Generator Set (heavy duty) :
17. Storage Capacity (Area may be mentioned) :
18. Sitting arrangement for MOD officials for :
approving the text etc.
19. Manpower for wrapping, packing, Short-listing :
and dispatch
20. List of other clients, if any (Govt. Organisation) :
Whose similar kind of work has been undertaken
by your organisation in the recent past.
21. List of proposed translators with addresses for Hindi, :
Marathi, Malayalam, Kannada, Telugu, Bengali,
Assamese, Oriya, Punjabi, Urdu, Gorkhali & Tamil
(Please Enclose separate sheet for details)
22. Experience in Language production and dispatch :
23. Printed Specimen of similar work undertaken by the :
printer in the recent past (Sample) with print line.
Periodicity of the publication and quantity per issue
to be indicated.
24. Samples of papers to be used for printing covers :
And text pages. Samples of Envelops and Labels
for dispatch
25. Details of earnest Money of Rs520000/- by Bank :
Draft in favour of Editor-in-Chief Sainik Samachar
26. Copy of enlisted letter issued by DAVP as 'A' class :
27. Printer should not have been blacklisted by any :
Government Department In the past. An affidavit
has to be provided.
28. ISO Certificate of the firm if any (Attach copy) :
29. Details of in-house facility for making HTML :
Format pages
30. Income-Tax Clearance Certificate from the Income :
Tax Authorities in the prescribed form/ Proof of
Filling ITR.

31. Bidder must have valid GST Registration certificate. :
Copy of registration certificate and proof of last
Payment of taxes to be enclosed.
32. Bidder must have valid PAN Card. Copy of the same :
Should be enclosed.
33. Annual financial turnover during each of the last five :
years ending 31 March of the previous financial year
should not be less than 10 crore. Documentary
evidence to this effect duly attested by CA should be
submitted along with the technical bid.

Signature of Bidder/his authorised representative
with date, name and address of the Bidder

2. Price Bid Format: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

**COMMERCIAL BID FORM FOR PRINTING, DESPATCH AND
MAKING OF HTML FORMAT PAGES**

To,

The Addl. DG (M&C)
Ministry of Defence
Room No. 91A
South Block
New Delhi-110011

Subject : Request for proposals for printing and dispatch of 'Sainik Samachar' in English, Hindi and 11 other Indian languages including translation from English to Hindi and 11 other Indian languages and making of HTML format pages of Sainik Samachar for uploading on the Sainik Samachar Website in English and Hindi.

Dear Sir,

In continuation to our letter No. _____ dated _____ submitting details of technical capabilities/facilities, we are submitting the commercial bids in the enclosed Annexure I, II and III.

We have carefully read and understood your terms and conditions of contract as specified in Appendix-I to MOD letter No.1504/19/PR(SS) dated _____ on the above subject. The terms and conditions stated therein are acceptable to us.

The rates are inclusive of the cost of stickers, paper used for printing and lamination, envelopes wrapper, maintenance of list of subscribers and those to whom complimentary copies are to be sent on computer, local delivery (by hand), transportation etc. and all payable taxes and as per specifications/quotation for the job.

Details of all taxes included in the bid have also been indicated separately.

Signature of Bidder/his authorised representative with
date, name and address of the Bidder

**COMMERCIAL BIDS FOR PRINTING INCLUDING TRANSLATION FROM ENGLISH
TO HINDI AND 11 OTHER INDIAN LANGUAGES**

| <u>Sl. No.</u> | <u>Activity</u> | <u>Quoted cost in figure and words</u> |
|-----------------------|--|---|
| 1. | 25,000 copies in 4 colour in 13 languages comprising 40 pages of text and 4 cover pages on printer's paper. | : |
| 2. | Additional 1000 copies in 4 colour in any one language or all 13 language on printer's paper | : |
| 3. | Additional 500 copies in 4 colour in any one language or all 13 language on printer's paper. | : |
| 4. | Additional 100 copies in 4 colour in any one language or all 13 language on printer's paper. | : |
| 5. | Additional 50 copies in 4 colour in any one language or all 13 language on printer's paper. | : |
| 6. | Additional 4 pages in 4 colour for 22000 copies in any one language or in all 13 languages on printer's paper. | : |
| 7. | Additional 4 pages in 4 colour for 1000 copies in any one language or in all 13 languages on printer's paper. | : |
| 8. | Additional 4 pages in 4 colour for 500 copies in any one language or in all 13 languages on printer's paper. | : |
| 9. | Additional 4 pages in 4 colour for 100 copies in any one language or in all 13 languages on printer's paper. | : |
| 10. | Additional 4 pages in 4 colour for 50 copies in any one language or in all 13 languages on printer's paper. | : |

The liability to pay all the *taxes/duties will rest with the printer. No other charges will be applicable.

Signature of Bidder/his authorised representatives
with date, name and address of the Bidder

* Taxes payable may also be indicated separately

COMMERCIAL BID FOR DESPATCH OF SAINIK SAMACHAR

| <u>Sl. No.</u> | <u>Activity</u> | <u>Quoted cost in figure and words*</u> |
|-----------------------|---|--|
| 1. | 25,000 copies including all operations i.e. maintenance of list, sticker of addresses, envelopes and dispatch by hand/post/ transportation. | : |
| 2. | 50 additional copies | : |
| 3. | 100 additional copies | : |
| 4. | 500 additional copies | : |
| 5. | 1000 additional copies. | : |

The liability to pay all the *taxes/duties will rest with the printer. No other charges will be applicable.

Signature of Bidder/his authorised representative
with date, name and address of the Bidder

***Taxes Payable may also be indicated separately**

COMMERCIAL BID FOR MAKING HTML PAGES

| <u>Sl. No.</u> | <u>Activity</u> | <u>Quoted cost in figure and words *</u> |
|-----------------------|---|---|
| 1. | Making of HTML Format pages for uploading : In the Sainik Samachar Website (English and Hindi) per issue per language | |
| 2. | Making of HTML Format pages for uploading : in the Sainik Samachar Website (In regional languages) per issue per language | |

The liability to pay all the *taxes/duties will rest with the printer. No other charges will be applicable

Signature of Bidder/his authorised representative
with date, name and address of the Bidder

***Taxes payable may also be indicated separately**