

MINISTRY OF DEFENCE
DIRECTORATE OF PUBLIC RELATIONS
SOUTH BLOCK, NEW DELHI-110011

INVITATION OF BIDS FOR PRINTING OF BI-LINGUAL
REPUBLIC DAY – 2018 COMMENTARY BOOK

Request for Proposal (RFP) No. DPR/PR(X)RD-2018/17-18

1. Quotations/Bids in sealed covers is invited for Printing of Republic Day - 2018 Commentary Book (bi-lingual). Please subscribe the above-mentioned title, RFP No. and date of opening of the bids on the sealed covers to avoid the bid being declared invalid.

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

a) Bids/queries to be addressed to:

Directorate of Public Relations, Ministry of Defence, South Block, New Delhi-110011.

b) Postal address for sending the Bids:

Directorate of Public Relations, Ministry of Defence, South Block, Room No. 273/B, New Delhi-110011.

c) Name /designation of the contact personnel : **Smt. Prema J. Nair**

d) Telephone numbers of the contact personnel : **011-23019749**

e) E-mail IDs of Contact Personnel : soprxdprmod@nic.in

f) Fax number : **011-23019747**

3. **Pre-Bid Conference.** A pre bid conference will conducted on 17th November 2017 at 11.00 AM in the office of ADG (M&C) Room No. 94A South Block, New Delhi. The participating firms are required to depute their representative (s) to attend the conference.

4. 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.

c) **Part IV** Contains Special Conditions applicable to this RFP and which will also form part of the Contract with the successful Bidder.

d) **Part V** Contains evaluation criteria and Format for Price Bids.

5. 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.

6. Each page of this tender enquiry is to be signed by the tenderer and as per the following certificate given in the offer letter:-

I / WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN
IN TENDER ENQUIRY ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR
FIRM'

7. The cost of tender is Rs 100/- (Rupees one hundred only) (non refundable). The payment will be accepted by Demand Draft in favour of DPR, MoD, New Delhi payable at New Delhi only (cash will not be accepted).

Date and Stamp

Signature of the Bidder

PART I - GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** **27th November 2017 : 1300 hrs.** The sealed quotations in sealed covers 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 quotations should be either dropped in the Tender Box marked for the said purpose 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:** **28th November 2017:1500 Hrs.** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it 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.** Near Room No. 91-A, South Block, Gate No. 2, New Delhi-11. 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.** **Conference Hall DPR, MoD, South Block, New Delhi-110011.** 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. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like GST/TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **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.
8. **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/email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach DPR (Def) HQ 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 EMD.

Date and Stamp

Signature of the Bidder

9. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids DPR (Def) HQ may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing/email 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.

10. **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.

11. **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.

12. **Validity of Bids.** The Bids should remain valid till January 2018 i.e upto four months from the last date of submission of the Bids.

13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount as indicated below against each items along with their bids:-

Ser No	Work/Services	Specification of item to be offered	EMD
(a)	Printing of RD-2018 Commentary Book	As mentioned in Document at Appendix 'A'	Rs. 15,000/- (Rupees Fifteen thousand only)

14. **The EMD to be submitted in the form of an Account Payee Demand Draft**, drawn in favour of Directorate of Public Relations (payable at Delhi) along with Bid. The non-negotiable amount of Earnest Money payable are Rs. 15,000/- (Rupees fifteen thousand only) for the work mentioned at Appendix 'A'.

15. **EMD of the unsuccessful bidders will** be returned to them at the earliest upon finalization of the contract. The bid security of the unsuccessful bidders would be returned, without any interest whatsoever, after the receipt of the Performance Security from the as called for in the contract. EMD is not required to be submitted by those bidders who are registered with the Central Purchase Organisation (e.g DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.

16. **The EMD will be forfeited if the bidder withdraws** or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

17. **Every pages of the RFP is to be stamped and signed by the contractor as acceptance.**

Date and Stamp

Signature of the Bidder

PART II - ESSENTIAL DETAILS OF ITEMS /SERVICES REQUIRED

1. **Schedule of Requirements** – List of conditions to be included in the proposed Tender are listed in **Annexure-I** to this tender enquiry/RFP. Description/specification of the newsletter are therein.
2. **Technical Details** : The bids must be accompanied by the following:-
 - a) Characteristics of printing.
 - b) Specifications/photographs, as applicable
 - c) Technical details with technical parameters
 - d) Details of editing
 - e) Details of proof reading
 - f) Experience for work of similar nature.
 - g) Certificate of GST/VAT and service Tax any other details, as considered necessary.
3. **Single Bid System** - Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.
4. **Completion Period and Delivery** An overall 3 days will be allowed for composing, designing, printing, binding and supply of copies. The material/proof will be provided accordingly. However, additions/deletions to be carried out at any stage till 23rd Jan 2018. At least 50 copies of book packed in craft paper to be delivered in the office of Directorate of Public Relations, Ministry of Defence, Room No. 95, Near Gate No. 2, South Block, New Delhi – 110011, Tele : 23019749 by 1300 hrs on 25 Jan 2018 and rest by **1600 hrs on 25 Jan 2018** in packets of 25 each along with 2 CDs of final print version in PDF format is to delivered to this office..
5. **Terms for Delivery and Transportation** - Delivery and Transportation of items will be the sole responsibility of the bidder under his/her own cost.
6. **Consignee Details.** Smt Prema J Nair , Asstt. Dir (Pub) , DPR (Def) Room No. 95, South Block, New Delhi-110011.
7. **Contract Operating Authority.** Once the Rate Contract is finalized, the same will be operated by Shri Nungsanglemba Ao, Dir (PR) and Chairman of the purchasing Committee.

Date and Stamp

Signature of the Bidder

PART- III- STANDARD CONDITIONS OF RFP

The Bidders are 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 date of signatures of both the parties on the contract (Effective Date) 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 disfavour 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

Date and Stamp

Signature of the Bidder

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.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages @ **3% per hour from 1600hrs on 25th Jan 2017** of the contract price of the delayed services mentioned above.

9. **Termination of Contract.** As the RD commentary book has to be completed in specific time period as mentioned in clause 4 of Part II of the RFP otherwise purpose of printing of books will be defeated, therefore the Buyer shall have the right to terminate this Contract and recommend blacklisting of the printer for future assignments to the Directorate of Printing in the following case:-

a) The delivery of the material/services is delayed after **25th January 2017 1900 hrs** for causes not attributable to Force Majeure.

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) The bidders are required to quote the prices on 'All Inclusive' basis i.e. the quoted prices shall be inclusive of all Govt, taxes & levies applicable, freight charges, insurance charges, packing charges etc. The rate and the nature of Tax applicable at the time of supply and included in the quoted prices should be shown separately. Taxes will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale/services is legally liable to sales tax/services tax and the same is payable as per the terms of the contract

(b) If a Bidder is exempted from payment of any tax upto any value of supplies from them, he should clearly state that no such 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 tax, it should be brought out clearly. Stipulations like, the said tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such 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 tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(c) Any change in any tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such tax paid by the supplier. Similarly, in case of downward revision in any tax, the actual quantum of reduction of such 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 Bidders are required to give confirmation of their acceptance of Special Conditions of the RFP 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 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 (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the **estimated annual contract value** within 30 days of signing of this contract. 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. 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 25% plus/minus increase or decrease the quality of the required goods up to that limit without any change in the terms and conditions and price quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. Payment Terms. It will be mandatory for the bidders to indicate their bank account numbers and other relevant e - payments 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). The payment will be made as per the following terms, on production of the requisite documents.

(a) 100% payment on delivery & acceptance by the user.

(b) Amount of LD/Risk Expense etc, if any , will be deducted from the billing amount.

4. Advance Payments. No advance payment(s) will be made.

5. Paying Authority. PCDA (HQrs), 'G' Block, DHQ PO, Opposite Vayu Bhawan, New Delhi-110011,

(a) Payment of Bills will be made to Bank Account of firms as well as TDS certificate will be released from PCDA (HQrs), '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) CRVs in duplicate (to be raised by the Buyer)

(iv) Inspection note (to be issued by the inspection authority).

Date and Stamp

Signature of the Bidder

- (v) Details for electronic payment viz Account holder's name, Bank Name, Branch and address, Account type, Account number, IFSC code, MICR Code (if these details are not incorporate in contract).
- (vi) Any other document /certificate that may be provided for in the contract.
- (vii) User Acceptance, where applicable.
- (viii) Photocopy of PBG.
- (ix) Copy of Contract
- (x) Any other document / certificate that may be provided for in the Supply Order / Contract.

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

6. **Price Negotiation** : While concluding Rate Contract, the Buyer reserves the right to conduct price negotiations by the CNC in order to obtain best value for money and also to clarify all aspects of the RC to avoid ambiguity and dispute at a later stage.

7. **Fall Clause**

(a) The price charged for the stores/services to be supplied under the contract by the seller shall in no event exceed the lowest prices at which the seller sells the stores/services or offer to sell stores/services of identical description to any persons/organization 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 seller reduces the sale price, sells or offer to sell such stores /service to any person/organization including the buyer or any Deptt, of central Govt, or any Deptt. 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 supplier 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/services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :-

- (i) Exports by the seller.
- (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods/services at lower price on or after the date of completion of sale/placement of the order of goods/services by the authority concerned under the existing or previous rate contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(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/services of description identical to the stores/services supplied to the Government under the contract herein and such stores/services not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central of 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/services categories under sub-clauses (a),(b) and (c) of sub -para (ii) above details of which are given below"

8. **Force Majeure.** Should any Force Majeure circumstance arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party immediately/at the time of its occurrence informs the other party in writing. Force Majeure shall means fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

9. **Specification.** The seller guarantees to meet the specifications as per Part-II of this RFP. In case of items where make/model has been specified, the seller shall offer items of same make/model. However, in case of non-availability of same make/model, optional make/model of equal/higher specification may be quoted. Acceptance of the same will be subject to approval of the competent authority.

10. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards and specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

11. **Inspection Authority:** The inspection will be carried out by Inspection CommitteeS. The mode of inspection will be Departmental Inspection.

12. **Claims.** The following claims clause will form part of the contract placed on successful seller:-

(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).

(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.

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 fulfilling all the eligibility and qualifying requirements of the RFP.
- (b) Format for Price Bid is at Appendix 'C' to this RFP. The Lowest Bid will be decided upon on the basis of the lowest grand total price quoted by the Bidders. 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 for all the items to the Buyer would be the deciding factor for ranking of Bids.
 - (ii) The Bidders are required to spell out the rates of VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of taxes for the purpose of comparison of prices.
 - (iii) 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.
- (c) 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.
- (d) Any other criteria as applicable to suit a particular case.

Annexure – I**PRICE BID DOCUMENT FOR PRINTING OF RD COMMENTARY BOOK – 2018**

1. The schedule of requirement is as under:-

Sr No	Items	Qty	Remarks
(a)	Printing of Republic Day Commentary Book – 2018 (Bi-lingual)	2000 copies	
	(i) Size - 8.25" x 11"		
	(ii) No of pages - 170 pages of text & photographs and 4 Pages of cover		
	(iii) Paper quality - 130 GSM imported paper (silky carpet) for text and colour pages & 300 GSM imported card (silky carpet) for cover pages.		
	(iv) Quantity - 2000 copies (bi-lingual)		
	(v) Colour - Cover – 4 process colour + (5 th special Colour) if required Text pages including; photographs will be colour pages depicting photographs relevant to RD- 2018 along with text		
	(vi) Fabrication - Binding, Centre stitched		
	(vii) Design - Designing will be done by printer and if any mistake in matter occurs (by printer or by DPR) printer will correct the matter at his cost.		
	(viii) Packaging - In plastic (water proof) packing in bundles of 10 each. Bundles to be properly packed in cartoon		
	(ix) Delivery - 250 copies of book packed in craft paper by 1300 hrs on 25 Jan 2018 and rest by 1700 hrs on 25 Jan 2018 (at a spot as decided by the buyer)		

Please quote rates on the following lines:-

- a) For 2000 copies comprising of 170 pages of text & photographs plus 4 pages of cover on printer's paper.
- b) For every additional 100 copies on printer's paper.
- c) For every additional of 4 pages of text & photographs on printer's paper
- d) For every reduction of 4 pages of text & photographs on printer's paper

Note : All rates quoted should be inclusive of taxes.

Date and Stamp

Signature of the Bidder

INFORMATION ABOUT THE BIDDER

Name of the firm/individual	
Address (Registered office in case of Ltd Concern)	
Telephone/Mobile No.	
Email ID	
Names and address of your Bankers stating the name in which the Account stands with (s)	
A/C No.	
Type of Account	
IFSC Code	
MICR Code	
Are you on the list of approved contractor of any other authority? Is so, give complete details	
What is your financial solvency	
Capital Investment in business	
PAN Number	
GST No	
VAT No	
CST Registration No	
Earnest Money Details	Amount – Rs. _____ DD Ser No. _____ dt _____ Drawn On _____

Date and Stamp

Signature of the Bidder

DECLARATION TO BE MADE BY THE BIDDER

1. I/We _____ do hereby declared that the entries made in the application from are true to the best of my /our knowledge.
2. As subsequent changes in the constitution or working of firm, affecting the accuracy of all answers now should be promptly communicated to the ADG (M&C), DPR HQ, New Delhi in writing.
3. I/We clearly understand that if it should be found that I/we have given a false certificate of that I/we fail to notify that fact of my/our subsequent amalgamation with another contractor or firm, my/our bid will be rejected and contract that I/we may be holding at any time is liable to be rescinded and security deposit be forfeited.
4. I/We also undertake that I/We will accept payments of bills by ECS/NEFT/Account Payee cheques and no demand whatsoever will be made for payment through Cash/Self/Bearer cheques.
5. I/We hereby certify that I/We have read all the clauses mentioned in the RFP documents (Part I to Part V) and have understood and I/we will comply with all the clauses without any ambiguity.

Date and Stamp

Signature of the Bidder