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Centre for Land Warfare Studies
RPSO Complex
Army Parade Ground
Delhi Cantt-10

1750/RFP/CLAWS Journal & Scholar Warrior 2019-21

Dec 2018

**REQUEST FOR PROPOSAL (RFP) FOR PUBLICATION OF
CLAWS JOURNAL & SCHOLAR WARRIOR (TWO YEARS DURATION)
APRIL 2019 TO MARCH 2021**

1. Two Bids (Technical & Commercial) in sealed envelopes are invited for publication of CLAWS Journal & Scholar Warrior wef **Apr 2019** to **Mar 2021** as per details listed in Part II of this RFP. The Bids to be sent in the sealed envelope to avoid the Bid being declared invalid.

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

- (a) Bids/queries to be addressed to : **Dy Dir (Adm)**
- (b) Postal address for sending the Bids : **CLAWS,
RPSO Complex,
Army Parade Ground
Delhi Cantt, New Delhi
PIN - 110 010**
- (c) Name/designation of the contact personnel : **Publication Manager**
- (d) Telephone numbers of the contact personnel : **011-25691308**
- (e) E-mail ids of contact personnel: **claws.adm@gmail.com**
- (f) Fax number: **011-25692347**

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 Rate Contract with the successful Bidder.

- (d) **Part IV** - Special Condition of RFP.
- (e) **Part V** - Evaluation Criteria & Price issues.

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.

(Amit Hajela)
Col
Dy Dir(Adm)
for Director CLAWS

Encls: As above.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** **04 Feb 2019 (1700 hrs).** The sealed Bids 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 dropped in the Tender Box marked as “**TENDER ENQUIRY PUBLICATION OF CLAWS JOURNAL & SCHOLAR WARRIOR**”. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bid can be forwarded by post on postal address mentioned in para 2 (b). Main envelop should contain **separate sealed envelopes of both Technical & Commercial Bids respectively, duly marked.**
3. **Date and Time for opening of Bid.** **05 Feb 2019 (1415 hrs).** 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.
4. **Location of the Tender Box.** CLAWS Library, RPSO Complex, Parade Road, Gate 1, Delhi Cantt, New Delhi 11010.
5. **Place of opening of the Bid.** **Place as fixed by the Presiding Officer for Opening of Quotations.** 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. Technical Bids will only be opened on **05 Feb 2019**. Commercial Bids will be opened subsequently.
6. **Forwarding of Bids.** Bids should be forwarded by Bidders on the format attached as Appendices ‘A’ & ‘B’. **Appendix ‘A’** – Technical Bid & **Appendix ‘B’** Commercial Bid.
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 07 (seven) 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 Bid.** 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.

9. **Clarification regarding contents of the Bid.** 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.
10. **Rejection of Bid.** 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 for a year from signing the agreement.
13. **Earnest Money Deposit.** The bidders are required to submit Earnest Money Deposit (EMD) **Rs. 3,267.00 (Rupees three thousands two hundred and sixty seven only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft in favour of **“CLAWS FUND A/C No 91162010005981”** 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 (Available in MoD website and can be provided on request). 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 from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or Any Department of MoD or MoD itself. 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 the tender.

PART II – ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

14. **Schedule of Requirements.** The requirements to be covered under this Tender Enquiry shall be as follows:-

(a) The publishing details are given below:-

| Ser No | Details | Specifications | |
|--------|--------------|--|--|
| | | CLAWS Journal | Scholar Warriors |
| (a) | Size | 6" x 9" | 6" x 9" |
| (b) | Pages | 204-220 per edition Approx | 156-168 per edition Approx |
| (c) | Cover Paper | 300 gsm Art Card with Matt Lamination | 300 gsm Art Card with Matt Lamination |
| (d) | Inside Pages | 80 gsm Super Printing Paper | 80 gsm Super Printing Paper |
| (e) | Binding | Perfect Binding | Perfect Binding |
| (f) | Printing | Offset Printing : Cover in 4-Colour and Text in Single Colour | Offset Printing : Cover in 4-Colour and Text in Single Colour |
| (g) | Quantity | 1400 Copies per edition with option to order additional copies with ' no change ' in per copy cost. | 1380 Copies per edition with option to order additional copies with ' no change ' in per copy cost. |
| (h) | Frequency | Twice in a year - December and June | Twice in a year - March and September |

(b) **Editing Quality:**

(i) Editing and subsequent proof reading will be required for each publication to ensure zero error in the publication.

(ii) Two rounds of proof reading of the edited copy by the author/editor/CLAWS will be done before approval for printing is given.

(iii) A digitally printed sample will be submitted to CLAWS. Printing will commence only once approval is obtained on the same.

(c) **QR for Publishers.** QR for publishers will be as under:-

(i) Desired turnover of min 01 Crore for which balance sheet will be submitted with the Technical Bid.

(ii) Should have published min 20 books on Defence and Strat Affairs in the last 3 years. Details to be submitted with the Technical Bid.

(iii) Publisher to have min 2 editors on its roll. Details of editors will be submitted alongwith credentials in the Technical Bid.

(iv) Should have National/International distribution network. Details to be submitted.

(d) **Services Required**. The services required from publisher are as follows:-

- (i) Plagiarism Check
- (ii) Copy Editing
- (iii) Formatting
- (iv) Layout
- (v) Designing
- (vi) Printing
- (vii) Delivery

15. **Technical Details**. As per Para 14 above.

16. **Two Bid System**. The tender shall be submitted in two bid system.

17. **Delivery Period**. Plagiarism Check, Editing, formatting, printing and delivery to be completed within **20-25 days**.

18. **INCOTERMS for Delivery and Transportation**.

TERMS OF DELIVERY

DATE OF DELIVERY

(a) On site at RPSO COMPLEX,
Army Parade Ground Gate-1, Delhi Cantt
New Delhi 110010

As decided mutually

(b) **Consignee Details**.

Publication Manager, CLAWS
RPSO COMPLEX,
Army Parade Ground Gate-1, Delhi Cantt
New Delhi 110010

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 for Rate Contract mentioned below which will automatically be considered as part of the Rate Contract concluded with the successful Bidder (i.e. Service provider in the Rate Contract) as selected by the Customer. 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 Rate Contract.** The Rate Contract shall come into effect on the 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.
4. **Penalty for use of Undue influence.** The Service provider 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 Customer 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 Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offence by the Service Provider 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 Customer to cancel the contract and all or any other contracts with the service provider and recover from the service provider the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service provider towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the service provider to such liability/ penalty as the Customer 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 Customer.

5. **Agents / Agency Commission.** The Service Provider confirms and declares to the Customer that the service provider is the original manufacturer/authorised Service vendor of the manufacturer Firm of the of the items 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 service provider; 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 service provider agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the Service Provider 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 service provider will be liable to refund that amount to the Customer. The service Provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service Provider who shall in such an event be liable to refund all payments made by the Customer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Non-disclosure of Rate Contract documents.** Except with the written consent of the Customer/ Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. **Liquidated Damages.** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods, etc as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. THE CUSTOMER MAY ALSO DEDUCT FROM THE SERVICE PROVIDER AS AGREED, LIQUIDATED DAMAGES to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

8. **Termination of Contract.** The Customer shall have the right to terminate this Rate 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 (30 days) after the scheduled date of delivery.
- (b) Editing Quality is not as per standard. The Director CLAWS decision shall be final.
- (c) The Service Provider is declared bankrupt or becomes insolvent.
- (d) The delivery of material is delayed due to causes of Force Majeure by more than (Two months) provided Force Majeure clause is included in contract.
- (e) The Customer has noticed that the Service Provider has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (f) As per decision of the Arbitration Tribunal.

9. **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.

10. **Transfer and Sub-letting.** NA

11. **Patents and other Industrial Property Rights.** NA

12. **Amendments.** No provision of present Rate 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.

13. **Taxes and Duties in respect of Indian Bidders.**

(a) **General**

(i) Bidders must indicate separately the relevant Taxes/ Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) 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 them upto the limit on exemption which they may have. If any concession is available in regard to rate/ quantum of any duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by Central/ State/ Local Governments such as excise duty, GST, Service Tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place with in contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such duty/ tax , the actual quantum 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. Section 64-A of sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by Central/ State/ Local governments such as excise duty, GST, Service tax, Octroi/ entry tax, etc on final product will be paid by the Buyer on the actual, based on the relevant documentary evidence. Taxed on duties on input items will not paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

14. Pre-Integrity Pact Clause. Not applicable.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is 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. Bidder 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.** On receipt of supply order, the bidder shall be required to furnish a security, for a sum equal to 10% of the total value of the order, by way of Bank Guarantee from any Public Sector Bank, valid till the completion of the contract. The Bank Guarantee shall be returned to the contractor only on successful completion of all his obligations under the contract. The customer also reserves the right to recover from the contractor in addition to the security deposit, any financial loss incurred by customer due to non-fulfilment of the contractual obligations by the contractor.
2. **Option Clause.** Not applicable.
3. **Repeat Order Clause.** As Applicable.
4. **Tolerance Clause.** Not applicable.
5. **Payment Terms for Indigenous Bidders.** Full payment will be made on delivery and acceptance by the user through CLAWS, Delhi Cantt within 45 days of delivery of material.
6. **Payment terms for Foreign Bidders.** Not applicable.
7. **Advance Payment.** No advance payment will be made.
8. **Paying Authority.** CLAWS, Delhi Cantt
9. **Fall clause.** NA
10. **Exchange Rate Variation Clause.** NA.
11. **Risk & Expense Clause.** Should the service thereof not provide in accordance with the specifications / parameters provided by the BIDDER during the contract period to CLAWS, CLAWS shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
12. **Force Majeure Clause.** Not applicable.
13. **Buy-Back offer.** Not applicable.
14. **Specification.** The Bidder guarantees to meet the specification as per Part-II of RFP.
15. **OEM Certificate.** Not applicable.
16. **Export License.** Not applicable.
17. **Earliest Acceptable Year of Manufacture.** Not applicable.
18. **Buyer Furnished Equipment.** Not applicable.

19. **Transportation.** Not Applicable
20. **Air lift.** Not applicable.
21. **Packing and Marking.** Not applicable.
22. **Quality.** The vendor will ensure that good quality of editing, printing, paper and cover is ensured.
23. **Quality Assurance.** As per Para 22 above.
24. **Inspection Authority.** Publication Manager, CLAWS
25. **Pre-Dispatch Inspection.** Not applicable.
26. **Joint Receipt Inspection.** Not applicable.
27. **Franking clause.** Not applicable.
28. **Claims.** Not applicable
29. **Warranty.** The following Warranty will form part of the contract placed on successful bidder. The Bidder warrants that the **CLAWS JOURNAL & SCHOLAR WARRIOR** supplied under the contract conform to specification prescribed and shall have to reprint the portion if an error caused by vendor is discovered post delivery.
30. **Product Support.** Not Applicable.
31. **Annual Maintenance Contract.** Not applicable
32. **Engineering Support Package (ESP) Clause.** Not Applicable.
33. **Price Variation (PV) Clause.** Not Applicable.

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) 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. In cases where only indigenous Bidders are competing, 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.
 - (c) 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.
 - (d) 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.
 - (e) Any other criteria as applicable to suit a particular case.

2. **Bid Format.**
 - (a) Technical Bid - Appendix 'A'
 - (b) Commercial Bid - Appendix 'B'

Date: Dec 2018

(Amit Hajela)
Col
Deputy Director(Adm)

TECHNICAL BID**CLAWS JOURNAL & SCHOLAR WARRIOR****(To be filled and submitted by the Vendor Separately in Sealed Envelop)**

1. Name of Vendor:
2. Address
 - (a) Postal: _____

 - (b) E Mail _____
 - (c) Tele : _____
3. TIN No: _____
4. GST No: _____
5. Samples attached of last two projects, edited and published by your firm.
Yes/No _____
6. Indicate willingness to publish as per details given in Para 14 of the RFP
Yes/No _____
7. Indicate willingness to ensure editing quality as per Para 14) of Part-II of the RFP
Yes/No: _____
8. Following services will be provided:-
 - (a) Plagiarism Check
 - (b) Copy Editing
 - (c) Formatting
 - (d) Layout
 - (e) Designing
 - (f) Printing
 - (g) Delivery

9. **QR for Publishers.** To maintain high level of quality of publishing the QR for publishers will be as under:-

(a) Desired turnover of min 01 Crore for which balance sheet will be submitted with the Technical Bid.

(b) Should have published min 20 books on Defence and Strat Affairs in the last 3 years. Details to be submitted with the Technical Bid .

(c) Publisher to have min 2 editors on its roll. Details of editors will be submitted alongwith credentials in the Technical Bid.

(d) Should have National /International distribution network. Details to be submitted in the Technical Bid.

10. EMD details _____

Bank _____

No _____

Date _____

(Signature and seal)

Appendix 'B'
(Ref Para 2 of Part IV)

COMMERCIAL BID

CLAWS JOURNAL & SCHOLAR WARRIOR

(To be filled and submitted by the Vendor Separately in Sealed Envelop)

1. Name of Vendor:
2. Mention rate as under:
 - (a) **CLAWS Journal.**

| Ser No | Type | Pages | Qty | Rate Quoted per copy (including all taxes) |
|--------|-----------------------------|---------|---|--|
| (i) | CLAWS Journal | 204-220 | Minimum 1400 copies per issue with option to order additional copies with ' no change ' in per copy cost | |
| (ii) | Additional Charges (if any) | | | |
| (iii) | Total | | | |

- (b) **Scholar Warriors.**

| Ser No | Type | Pages | Qty | Rate Quoted per copy (including all taxes) |
|--------|-----------------------------|---------|---|--|
| (i) | Scholar Warriors | 156-168 | Minimum 1380 Copies per edition with option to order additional copies with ' no change ' in per copy cost | |
| (ii) | Additional Charges (if any) | | | |
| (iii) | Total | | | |

Note: Cost of each publication to be considered separately.

(Signature and seal)