

REQUEST FOR PROPOSAL (RFP)

EMBASSY OF INDIA, MOSCOW (RUSSIA)

Invitation of Bids for services for printing of 500 copies of book by
Embassy of India, Moscow (19th India - Russia Bilateral Summit)

No.Mos/Info/302/21/2018

Dated 22.11.2018

1. Bids in sealed covers are invited for items listed in Part II of this RFP. Please superscribe the above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

a) Bids/queries to be addressed to: **Counsellor (HOC)**

b) Postal address for sending the Bids:

**Embassy of India 6-8, Vorontsovo Polye
Moscow Russia - 105064**

c) Name/designation of the contact personnel:

Mr. T.J. Suresh, Counsellor (HOC)

d) Telephone numbers of the contact personnel:

+7 (495) 783 7535 +7 (495) 545 3524

e) E-mail ids of contact personnel:

hoc.moscow@mea.gov.in

press.moscow@mea.gov.in

Fax number: +7 (495) 917 2285

3. 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.

Part I - General Information

1. **Pre-qualification requirements :**

- (a) The reputation, capacity and credibility of the Service Provider shall be evaluated before finalizing the bid and signing of contract with the Service Provider
- (b) The Service Provider should have adequate experience in book designing and printing and must provide the following documents as a part of the bid:
 - (i) Detailed profile including available, technical expertise and the past experience of executing similar types of work;
 - (ii) Details of the security clearance certificate/audit conducted, if any;
 - (iii) Copies of the similar contracts executed.

2. **Last date and time for depositing the Bid.** Last date and time for receipt of Tender is **14.12.2018 at 1600 Hrs.** Bids in sealed covers superscripting the Tender Enquiry reference and Tender Opening Date are to be deposited in the Tender Box / reach by the due date and time. In case of two-bid enquiry, the sealed Bids *should be sealed with clear indication superscripting the Tender No and Due Date of opening and deposited / reach by the due date and time.* The responsibility to ensure this lies with the Bidder.

3. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX** kept near Reception, Embassy of India, **Moscow** or sent by registered post at the address given below so as to reach by the due date and time. Late tenders will not be considered. This Embassy will have no responsibility for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

Address for sending Bid documents:

Mr. T.J. Suresh

Counsellor (HOC)

Embassy of India, Moscow 6-8,

Vorontsovo Polye Moscow,

Russia - 105064

Tele: +7 (495) 545 3524

4. **Time and date for opening of Bids:** Bids shall be opened **at 16:30 hrs.** on **17.12.2018** (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).

5. **Location of the Tender Box:** Tender box is located near **Reception, Embassy of India, Moscow**. Only those Bids that are found in the tender box will be opened.

6. Place of opening of the Bids: Bids shall be opened in the office of Counsellor (HOC). 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 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. Security clearance has to be obtained for firms representatives to visit Embassy of India, Moscow for official purposes. Following points may be borne in mind while seeking security clearance for attending Tender Opening:

(a) **For Indian Nationals:** In case of Indian nationals, at least one working day's notice is required for arranging security clearance. Fax indicating name and designation of personnel attending the Tender Opening has to be made one working day before the Tender Opening. In case of extreme exigency, if Fax communication is not possible the following officers may be contacted telephonically for assistance:

Counsellor (HOC) : hoc.moscow@mea.gov.in; +7 (495) 545 3524

(b) **For Foreign Nationals.** In case of foreign nationals at least three clear working day's notice is required for arranging security clearance. The request for security clearance by foreign nationals must be accompanied with personal details as per the following proforma:

Name and Surname	
Fathers Name	
Date / Place of birth	
Nationality	
Passport No / Place / Date of issue	
Date of Expiry	
Occupation	
Permanent Address	
Visa Number	
Date of Issue	
Type of Visa	
Date of Expiry	

7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad with 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 *7(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.

9. **Withdrawal of Bids.** A bidder may withdraw his bid after submission if the Buyer receives the written notice of withdrawal prior to deadline prescribed for

submission of bids. A withdrawal notice may be sent by fax but a signed confirmation copy to be sent by post should follow it and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the 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.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at his 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. Conditional tenders will be rejected.

Validity of Bids. The Bids should remain valid till **180 Days** from the last date of submission of the Bids.

Part II – Essential Details of items/services required

1. Scope of work:

Scope of work is as follows:

- (a) Hard-bound printing of 500 copies of books and their delivery to the Embassy of India;
- (b) Designing the material to be published as an attractive book with colour combinations;
- (c) Content to be provided by the Embassy in soft version.

Part III - Standard Conditions of RFP

The Bidder is required to give confirmation of his acceptance to 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.

- i. **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.
- ii. **Effective Date of the Contract.** The 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.
- iii. **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.
- iv. **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.
- v. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original 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.

vi. **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.

vii. **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.

viii. **Liquidated Damages.** In the event of the Seller's failure to submit the documents, supply of services, etc 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 to the sum of 0.5% of the contract price of the delayed/undelivered 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 service.

ix. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full, by a written notice sent to the Seller, in any of the following cases:

- The delivery of the required services is delayed for causes not attributable to Force Majeure for more than 01 month by the buyer after the scheduled date of delivery.
- The Seller is declared bankrupt or becomes insolvent.
- The delivery of service is delayed due to causes of Force Majeure by not more than 10 days provided Force Majeure clause is included in contract.
- 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.
- As per decision of the Arbitration Tribunal.

The notice of termination shall specify the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

x. **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.

xi. **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.

xii. **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 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.

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. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Payment Terms.** Payment will be made by Bank transfer through Embassy of India on satisfactory completion of work. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant details.

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

3. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services 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 10 days, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 10 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

4. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of the RFP. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design and specifications.

5. **Inspection Authority.** The Inspection of draft prints may be carried out by the Embassy of India.

6. **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, both technically and commercially.
- (b) The Price Bids of only those Bidders will be considered who are found eligible.
- (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 Lowest Bid will be decided upon the lowest price quoted by the particular Bidder
- (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.

Price Bid Format. Bidders are required to fill up the Price Bid as per the below given format (or as applicable giving complete bifurcation of the component cost(s)).

(a) Cost of the item/items:

	Item	Unit price	Qty	Total
(i)	A			
(ii)	B			
(iii)	C			
(iv)	Total of basic price			

(b) Any applicable Taxes / Duties / Overheads / Other costs (details as applicable).