

**IN THE HIGH COURT AT CALCUTTA
APPELLATE SIDE**

**TENDER
DOCUMENT FOR
Printing of Publication - INDIAN LAW REPORTS
(English Version)**

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Contd. 2/-

INSTRUCTIONS TO THE BIDDERS

Open competitive bidding for the printing of publication of ILR (English Versions)

1. **Two Bid System** : The tender is invited under **two bid system i.e. Technical Bid and Financial Bid**. Annexure I, II & V are related to Technical Bid and Annexure III & IV for Financial Bid. The interested printing press(es)/firms are requested to submit two separate sealed envelopes superscribing "**Technical Bid**" and second envelope superscribing "**Financial Bid**". Both sealed envelopes should be kept in a third envelope superscribing "**Tender for printing of publication of INDIAN LAW REPORTS, CALCUTTA SERIES**". EMD draft of the requisite amount is to be kept in the envelope of Technical Bid.
2. **The Technical Bids will be opened on 17-09-2024 at 1500 hrs.** at the first stage and then will be evaluated by the Competent Authority. At the second stage, **Financial Bids of only technically qualified Bidders will be opened on 18.09.2024 at 1500 hrs.** in the presence of the bidders, who wish to remain present.
3. The prospective bidders may contact the **office of Indian Law Reports, Sesquicentenary Building 1st Floor, High Court, Calcutta for any clarifications in this regard.**
4. Bidders are also requested to furnish at least one high quality coloured pictorial publication printed by them as sample copy indicating their print line on the publication.
5. Detailed rates be quoted as per given specifications for the printing of publication in *Annexure III* .
6. **Eligibility of the bidders**
 - (i) Should have minimum **3 years** of experience in printing work with Govt. Deptt. of publications of similar nature (Valid proof with list of clients have to be attached).
 - (ii) Should have minimum turnover of **Rs.15 lacs** per annum during each of the last three years (valid and certified proof has to be attached).
 - (iii) Should not have been blacklisted by the Departments/Ministries of the Govt. of India. Declaration has to be given in the prescribed format (*Annexure I*).

Contd. 3/-

7. **Earnest Money Deposit**

- (i) The Earnest Money Deposit (EMD) of an amount of **Rs.25,000/- (Rupees twenty five thousand only)** should be deposited in the form of Demand Draft drawn in favour of **Ld Registrar General**, and should be kept in a **separate sealed envelope superscribing as E.M.D. The value of DD should not be mentioned on the cover. Tender received without EMD or EMD for lesser amounts will be summarily rejected, no one will be exempted from submission of EMD.**
- (ii) EMD will be forfeited if the bidders withdrew after submission of the bids or opening of the tenders.
- (iii) EMD will be returned to the unsuccessful bidders.

8. **Performance Security Deposit (PSD)**

- (i) PSD an amount of **Rs.1,00,000 (Rupees one lakh only)** will have to be deposited by the successful Bidder **within 10 days of issue of intimation** to ensure due performance of the contract.
- (ii) PSD shall be in the form of Demand Draft payable to **Ld Registrar General, High Court, Calcutta.**
- (iii) PSD will be released after all contractual obligations by the Printer are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.
- (iv) No interest will be payable on the PSD amount.

9. **Documents / Certificates**

The printing press(es)/firms are required to submit the following documents in technical bid with self attested photocopies with rubber stamp of the printing press/firm on each page(s), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Company Registration Certificate as per existing norms from Government Department;
- (b) Copy of GST Registration Certificates (complete return copy)
- (c) Copy of PAN Card;
- (d) Copies of complete Income Tax Returns filed for last 3 assessment years

Contd. 4/-

- (e) Audited Balance Sheet of the last three financial years showing minimum turnover of Rs. 25 lacs per annum;
- (f) Proof of minimum 3 years experience in printing work with Govt. Deptts., List of Clients;
- (g) Declaration regarding blacklisting or otherwise (*Annexure-I*); and
- (h) Sample paper and certificate of the paper mill is required to be attached.
- (i) Sample of similar printing/photography work done in other Govt. Deptts.

10. **Mode of Submission and last date for submission**

Tender in a sealed envelope should be addressed to the **Ld. Registrar General, High Court, Calcutta**, and must reach on or before **17-09-2024 by 1500 hrs.** Tenders shall be deposited in the specified Box, to be kept in the Accounts Department of High Court, Calcutta, **Technical Bids will be opened on the last date of receiving the tenders mentioned above at 1530 hrs.** Bidders/Authorised Representative of the Bidders are allowed to be present during the opening of Technical bid.

11. **Rejection of incomplete and conditional tenders**

The incomplete & conditional tenders and tenders without EMD & Samples will be rejected. **Quoting unrealistic rates will be treated as disqualified.**

12. **Non-acceptance of the tenders received after the last date**

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances.

13. **Non-transferability**

This tender is non-transferable.

14. **Extension of last date at the Discretion of Indian Law Reports Council Committee**

Indian Law Reports Council, High Court, Calcutta may in their discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders or relax any terms and conditions in case sufficient tenders are not received.

TERMS & CONDITIONS

FOR THE PRINTING OF PUBLICATION OF INDIAN LAW REPORTS, CALCUTTA SERIES

Rates/ Prices

1. The rates should be quoted in Indian Rupees in words as well as in figures only.
2. Tender rates should be valid till the completion of the job. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained.
3. Prices should be quoted F.O.R. Destination (Free delivery at High Court, Calcutta)

Penalty

4. In case the Printer fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of paper, printing or layout, binding etc. the Performance Security Deposit is liable to be forfeited and penalty can be imposed as deemed fit by the Indian Law Report Council, Committee, High Court, Calcutta.
5. If the Bidder/firm leaves the job without completing it, the Indian Law Report Council, Committee, High Court, Calcutta may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.

Settlement of disputes

6. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be disposed off by the Indian Law Report Council Committee, High Court, Calcutta.

Purchasers Rights

7. The Indian Law Report Council Committee, High Court, Calcutta reserves the right to accept/reject any or all the Bidders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
8. The Indian Law Report Council Committee, High Court, Calcutta reserves the right to award the tender to more than one Bidder.
9. The Indian Law Report Council Committee, High Court, Calcutta reserves the right to reject the material supplied in case it is of inferior quality and are not of requisite standards.

Execution of Job

10. Printing of the publication of the Indian Law Reports, Calcutta Series, should be as per the specifications mentioned in *Annexure III*.

Process of Printing

11. Single colour Offset printing by CTP thermal plates.

Delivery

12. (i) Delivery of printed copies are to be supplied in the Indian Law Reports Council Office within the stipulated time mentioned in the Purchase Order or as instructed at any later stage.
(ii) Author proofs and soft copy of the final text to be handed over in the ILR Section.

Mode of Payment

13. Payment against Bill / Invoice shall be released only after supply of printed copies in full quantity to the satisfaction of the High Court, Calcutta. No interest will be payable on the delayed payments. Payment will be made direct to the printer through **online transfer in the account of the firm only as per Govt. Rules**. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

Change in quantity

14. Number of copies of the publication to be printed may increase/decrease, the Bill in that case will be settled on pro-rata basis.

Contd. 7/-

Agreement

15. The bidder who is awarded the contract will be required to sign **Proforma Rate Contract Agreement** with the High Court, Calcutta as per the specimen (*Annexure II*).

Imprint Line

16. The imprint line of the Press must be printed at suitable place or wherever indicated by the High Court, Calcutta.

General /others

17. The bidder firm will be bound by the details furnished by them to High Court, Calcutta, while submitting the tender or at subsequent stage. In case, any of such documents furnished by them is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making them liable for **legal action besides termination of the contract**.
18. No charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, etc. will be allowed. All these are to be borne by the tenderer only.
19. Sample of paper and certificate of the paper mill is to be attached along with the tender.

ANNEXURE I is to be submitted on Non-Judicial Stamp of Rupees Ten (Rs.10/-)

**DECLARATION
(Regarding non blacklisted firm)**

To,
Registrar General
High Court, Calcutta,
Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we do hereby undertake to furnish Performance Security Deposit (PSD), as applicable, in the format to be provided by your Secretariat as per condition for obtaining the Purchase Orders.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned / suspended business dealings. I/We further undertake to report to Registrar General, High Court, Calcutta, immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the continuance of the Contract with you.

Yours faithfully,

(Signature of the Tenderer)

Name:

Designation with Seal of the Firm

Date:

Contd. 9/-

PROFORMA RATE CONTRACT AGREEMENT

Printing of publication Indian Law Reports, Calcutta Series, High Court, Calcutta,
To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

AGREEMENT

The agreement is made on this _____ day of _____, 2024 between
M/s. _____
herein referred to as the Printer under the name and style of
M/s. _____ of the one part.

Registrar General, High Court, Calcutta, herein after referred to as the other part whereas the said contractor has agreed with the **High Court, Calcutta,** for printing and supply of the required publication with the specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:

01. The contractor agrees to undertake to **printing of publication of Indian Law Reports, Calcutta Series,** as per the requirement as agreed to in their tender and letter dated _____ at the rates quoted by him/them. The rates are inclusive of all the levies taxes like freight and exclusive as the case may be insurance etc.

02. The printing of **publication of Indian Law Reports, Calcutta Series,** which are not in conformity with the requirements/specifications are liable to be rejected.

03. This contract shall be effective from _____ to _____. The Tender is valid **till the job is completed in all respect** from the date of signing of the agreement.
04. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the Registry of High Court, Calcutta. In case the Printer fails to adhere to prescribed time schedule or any other deficiency is found in respect of quality of paper, cover, printing, layout, binding, etc., the Performance Security Deposit is liable to be forfeited and penalty can be imposed as deemed fit by the High Court, Calcutta.
05. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **Registrar General, High Court, Calcutta**, on behalf of the High Court, to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
06. The Performance Security Deposit (PSD) shall be released without any interest after successful completion of the job in all respect.
07. That all disputes arising out of this contract will be settled by the Indian Law Reports Council Committee, High Court, Calcutta.

08. The PSD is to be forfeited by the High Court, without any prejudice to any other rights and remedies of the High Court, Calcutta, in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.

09. That the tender schedule and terms & conditions shall also form part of the agreement.

10. That the contractor acknowledges that he has fully acquainted himself with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the High Court, Calcutta has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the
Company/Firm

Signature of the authorized official of
the High Court, Calcutta.

Signature:

Signature:

Name :

Name :

Address :

Address :

Specifications for the printing of publication of Indian Law Reports, Calcutta Series.

- 1 Size : 6" x 9"
- 2 No. of copies : English version - 850 copies.
- 3 No. of pages : Approx 600 pages in each volume (Black and white printing)
- 4 Layout designing/photography : Each page requires layout designing, art work, etc. Necessary correction and system work in photographs will be done by the printer. Photographs are required to be shoot through professional/specialist photographer. Being high security zone, the shooting of photographs will be done by the printer after obtaining clearance from the High Court Authority
- 5 Mode of printing : Single colour offset printing on high quality printing machines by CTP thermal plates.
- 6 Paper : Text: 70 GSM
- 7 Binding : Section sewing on automatic machine & hard case binding (3mm imported kappa board) with leather at spine and corner with self pasted cover. Gold foiling in three places of spine with colour background.
- 8 Layout of the pages : The printer has to submit proofs till finalization of the publication.
- 9 Time Schedule : The Printer has to make arrangements for collecting manuscripts and proofs from the High Court, Calcutta during office hours or as and when called for.
- 10 Delivery of printed material : Final books to be supplied within fifteen (15) days of final approval of proof copy in single packing in High Court, Calcutta along with properly arranged author proofs and soft copy/e-text of final text. The printer will handover high resolution photographs shot by them/ if used in the publication

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Note : Previously printed sample copy can be seen in the office of ILR, High Court, Calcutta.

Contd. 13/-

**FORM OF QUOTATIONS
for the printing of publication "HIGH COURT AT CALCUTTA" (English)**

Per Book rate containing pages*

(All inclusive – composing/layout designing, processing, plate-making single colour (Black and white) offset printing on 70 GSM imported Maplitho paper, hard-binding, delivery, etc.)

(i) ENGLISH VERSION (for 850 copies) Rs. _____ per book[#]
[Rupees.]

*Prorata rate will be applicable in case of increase/decrease in no. of pages of the book.

[#] Excluding GST.

(Signature of Tenderer with seal of the Firm)

Contd. 14/-

CHECK LIST

Check-list proforma has to be filled by the Tenderer.

Name & Address of Printer/firm _____

Tel. No: Name of contact person Mobile No.....

1.	DD/Pay Order No.; amount & date of EMD	DD/Pay Order No., Bank Amount Rs. Dated.....
2.	Registration Certificate from Govt. Deptt.	No. & Date Issuing Authority
3.	CST/VAT/TIN Registration No. (Enclose copy) (Enclose copy of VAT deposit slip for the quarter ending March, 2016)	No. & Date Whether copy enclosed : Yes..... No.....
4.	PAN Card No. (Enclose copy)	No. & Date
5.	Complete Income Tax Returns (last 3 assessment years)	2021-22 _____ 2022-23 _____ 2023-24 _____
6.	Audited Balance Sheets indicating turn over more than 1 crore for the last 3 years	2021-22 _____ 2022-23 _____ 2023-24 _____
7.	(i) Proof of 3 years experience of printing work with Govt. Deptts. (ii) Attach sample of similar type of job done by the printer with shooting of photographs and quality printing)	Yes..... No..... Yes..... No.....
8.	Declaration for not blacklisted by the Govt. Deptt.	Yes..... No.....
9.	Attach sample of paper/board	Yes..... No.....

I/We certify that the information furnished above is true and correct.

All terms and conditions mentioned regarding printing of the publication of Indian Law Reports, Calcutta Series are acceptable to us.

Dated:

Name with Designation of Authorised Signatory & Seal of the Firm