

The High Court of Punjab and Haryana

Proposal for selection of Publisher for undertaking printing of Indian Law Reports (Punjab and Haryana Series)

"AMENDED RFP ON PRE-BID SUGGESTIONS"

Important Dates

S. No.	Particulars	Details
1	Document Reference Number	01/ILR/2014
2	Start date of issue of RFP	12.11.2014
3	Pre bid meeting	25.11.2014
4	Last date and time for receipt of proposals	19.12.2014

Name of Work: Printing of Indian Law Reports (Punjab and Haryana Series)

Sealed tenders are invited for & on behalf of THE HIGH COURT OF PUNJAB & HARYANA (hereinafter referred as HC) in open bid system for the subject work.

A. Brief outline of the work is as under:

1.1	Name of work	Printing of Indian Law Reports (Punjab and Haryana Series)
1.2	Time for completion of task and submission of final report	Printing of monthly parts as per time schedule mentioned in bid document / revised from time to time by mutual consent of HC and Publisher. Contract shall be initially for 5 years from date of award of contract and can be extended in the block of 5 years.”.
1.3.	Last Date & Time for submission of offer	Within 25 days from the date of letter inviting tender

		Date: 19.12.2014
1.4.	Date & Time for opening of tender	Technical bid shall be opened on the last day of submission
1.5	Tenders to be submitted to	Registrar General, Punjab and Haryana High Court, Chandigarh

B. Submission of Tender

- The tender shall be submitted in the manner as described in “Instructions to Bidders” (ITB) of the tender document.
- HC takes no responsibility for delay, loss or non-receipt of tender documents sent by post/courier.
- Telex / Telegraphic / Fax / E- Mail offers shall not be accepted.
- HC reserves the right to accept or reject the tender in part or full, without assigning any reason whatsoever.
- In case the Tenderer is already pre-occupied with some other activities or he is not interested to submit offer for some other reasons, the tender document may please be returned along with Tenderer’s letter.
- The offer of the Tenderer shall be valid for a period of 6 (six) months from the last date of submission of Tender / revised offer (if any).
- The successful bidder shall have to sign a Secrecy Agreement with HC whenever called for indicating clearly any conflict of interest, which may arise as a result of the firm’s engagement in other assignments of similar nature or otherwise. The fact that the renderer is in similar printing and publishing activities shall not be considered as conflict in interest.

1. CONDITIONS OF BID / INSTRUCTIONS TO BIDDERS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

a)	“Bidder” includes any firm/ company who submits proposal in response to this Request for Proposal document.
b)	“Committee” means committee constituted for evaluation of Proposals or which has proposed this project.
c)	“Publisher” means the firm / company, selected through competitive tendering in pursuance of this RFP, for providing the printing services under the contract.
d)	“Contract” means the Contract entered into by the parties for providing printing services along with the entire documentation specified in the RFP.
e)	“GCC” means General Contract Conditions, specified in RFP.
f)	“ITB” means Instructions to Bidders, specified in RFP.
g)	“Personnel” means professional and support staff provided by the Publisher to execute assignment under contract and any part thereof.
h)	“Proposals” means proposal submitted by bidders in response to the RFP issued by the HC for selection of Publisher
i)	“Services” means the work to be performed by the Publisher pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the HC.
j)	“SOW” means Scope of Work for the Publisher, specified in RFP.

1.2 General

- 1.1 The bid documents are and shall remain the exclusive property of HC without any right of the bidder to use them for any purpose except bid and for use by Bidder with reference to the Printing work.
- 1.2 The details as called for in the bid documents and Annexure shall be filled and completed by the Bidder in all respects and shall be submitted with requisite supporting information.
- 1.3 The bid shall be computer typewritten in English.
- 1.4 If the space in any proforma / format of bid document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bid document number and shall be signed by the Bidder and entered in the Index for Bid

- 1.5 Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. **The Power of Attorney or Authorization** or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. HC may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 1.6 The complete bid shall be signed and stamped by the Bidder on each page.
- 1.7 The bidder shall have to sign a Secrecy Agreement with HC whenever called for.

1.3 Bid Document

One set of Bid Document is issued herewith to the Bidder to submit his bid. Bidder shall return the document marked "ORIGINAL". Bidder shall sign and stamp each page of document marked "ORIGINAL" as token of his acceptance of having considered these documents for preparation of his bid. The bid document shall not be transferred to any other agency.

1.4 Bid Validity

Bid shall remain valid for acceptance for a period of **6 months** from the date of opening of the Bid / revised bid. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period. HC reserves the right to reject a proposal valid for a shorter period as non-responsive. The validity of the bid shall be extended as and when required for the period, as requested by HC in writing.

1.5 Conflict of Interest

The Publisher should carry out printing work in professional, objective, and impartial manner and at all times hold the HC's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate / private interests and act without any consideration for future work.

1.6 Right to accept or reject Proposal(s)

HC reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

1.7 Fraud and Corruption

It is required that the Bidders submitting Proposal and the printer / agency selected through this RFP must observe the highest standards of ethics during the process of selection of printer and

during the performance and execution of contract. For this purpose, definition of the terms are set forth as follows:

- i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the HC or its personnel in bid evaluation / award and execution of contract.
 - ii) "**Fraudulent practice**" means a misrepresentation of facts, in order to influence selection process or the execution of contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the HC of the benefits of free and open competition;
 - iii) "**Unfair trade practice**" means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.
 - iv) "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
1. The HC will reject a proposal, if it determines that the Bidder recommended for award, engaged itself in corrupt / fraudulent / coercive and / or unfair trade practices.
 2. The HC will declare a Publisher ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Publisher has engaged in corrupt / fraudulent / coercive and / or unfair trade practice in competing for, or in execution of the contract.

1.8 Clarifications and amendments of RFP

- a) During process of evaluation of the Proposals, HC may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame.
- b) The HC may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.
- c) Bidder shall examine the Bid documents thoroughly and submit to HC any apparent conflict, discrepancy or error. HC shall issue appropriate clarification or amendment, if required. Any failure by a Bidder to comply with the aforesaid shall not excuse the Bidder from performing the services in accordance with the agreement, if subsequently awarded the contract.

1.9 Confidentiality of Documents

Bidder shall treat the bid documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid, all documents must be immediately returned to HC.

1.10 Process for Selection of Publisher

1. This enquiry is in the nature of Request for Proposal (RFP) intended to result in selection of a Publisher for printing / publication of Indian Law Series (Punjab and Haryana Series) owned and published by Punjab and Haryana High Court.
2. The responses received pursuant to this RFP will be evaluated by Committee appointed by the HC or committee which has recommended outsourcing of printing work. "Committee" constituted for evaluation of Proposals may in its discretion take assistance of experts to evaluate bids.

1.11 Scope of Work

The Publisher would be involved to undertake the assignments as mentioned in the **Section 2 : Scope of Work.**

Publisher shall be bound to follow time schedule as prescribed by HC for various acts to facilitate printing.

1.12 Copyrights

Indian Law Series (Punjab and Haryana Series) publication is owned and published by Punjab and Haryana High Court. Copyrights vests in HC. All material published / printed therein or given for processing by High Court shall continue to vest exclusively in Punjab and Haryana High Court. Permission to use such material shall not create any right in printer / agency to whom contract is awarded. Permission to use material printed / published and given for processing by High Court shall be subject to conditions mentioned in RFP or revised by High Court from time to time during contract period and thereafter.

1.13 Disqualifications

The HC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c. Submitted a proposal that is not accompanied by required documentation or is non responsive;
- d. Failed to provide clarifications related thereto, when sought;
- e. Submitted more than one Proposal;
- f. Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- g. Submitted a proposal with price adjustment/variation provisions.

1.14 Pre-Bid Meeting

All the bidders are advised to attend a pre-bid meeting in the office of HC at Chandigarh. During the pre-bid meeting, HC shall clarify issues and answer questions on any matter that may be raised by the bidder.

Any modification of the Bid documents, which may become necessary as a result of the pre-bid meeting, shall be sent to all bidders or placed on website of court through issuance of an Addendum or revised bid document. All costs towards attending any meeting shall be on Bidder's account. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the website. The HC shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the RFP document and notified through the website. No deviations from bids shall be allowed thereafter.

1.15 Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.
- b) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- c) The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The letter

of authorization shall be indicated by written power of attorney and shall accompany the Proposal.

- d) In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- e) Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above shall be taken as valid.
- f) No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

1.16 Submission of Bid

- a) Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in document control sheet.
- b) Proposals shall be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents.
- c) Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the firm / Company along with the Company seal.
- d) Bids must be submitted in separate sealed covers in 02 (Two) parts which should then be placed in a bigger envelope as stated below:

PART-I: TECHNICAL AND UNPRICED COMMERCIAL BID

Technical bid shall be submitted in original in a sealed envelope **along with Name and Address of the bidder.**

Following list of documents shall be submitted as part of Technical Proposal:

- Technical Proposal Formats comprising of Technical Form-2a, Technical Form-2b & Technical Form-2c along with details, supporting information and documents.

PART-II: PRICE BID

The PRICE BID shall be submitted in a separate sealed envelope duly signed and stamped on each page. Bidder shall fill quoted rates and amount in the prescribed format. **Name and Address of the Bidder shall also be written outside the envelope.**

Commercial Proposal is to be submitted in Form-3 – Commercial Proposal Format. A bidder will provide a single quotation for all-inclusive fee (including out of pocket expenses and taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.

This part (i.e. PRICE BID) shall contain only “SCHEDULE OF RATES” duly filled in and any other information / document which has been specifically asked to be furnished along with the price bid. It is to be noted that the Price Bid shall contain only PRICES and no conditions whatsoever. Any conditions given in this bid shall not be considered and may render the offer liable for rejection.

Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

The Bidder should quote both in figures and in words (in English), the rates for each item in the Schedule of Rates. The amount for each item should be worked out and entered. The tendered amount for the work shall also be entered in the bid both in figures and in words. In case of variation, figures in words will prevail. The price part shall be duly signed and stamped on each page.

1.17 Evaluation of Bids

The bid will be opened as per the schedule mentioned in the Document Control Sheet. Authorized representatives of the bidders may be present during the bid opening if desired.

The Committee constituted by HC shall evaluate the Proposals submitted by Bidders. The decision of evaluation committee shall be final.

1.18 Award of Contract

The HC will notify the successful bidder in writing that its proposal has been accepted. The Publisher will sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

1.19 Confidentiality

- a) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the HC, the

Publisher or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ Publisher and/ or the HC to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

1.20 Withdrawal of Bid

- 1 The Bidder may withdraw its bid by written notice served on HC prior to the closing date for receipt of Bid. In the absence of such notice served on HC, prior to the said date, the bid shall not be withdrawn without HC's consent.
- 2 The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of Bid with the inner envelopes additionally marked "WITHDRAWAL".
- 3 Following withdrawal of its bid, the Bidder may submit a new bid, provided such new bid is received prior to the expiry of the time appointed for closing of Bid. The new bid shall specifically be marked "NEW BID" on all envelopes.
- 4 Bid may not be withdrawn in the interval between the closing date for receipt of Bid and expiration of the period of bid validity specified by the Bidder in the bid.

1.21 Cost of Tender (non-refundable)

Cost of this tender is Rs. 2000/- in shape of Demand Draft in favour of "Registrar General, Punjab and Haryana High Court" Chandigarh. However, it will be mandatory for the bidder/prospective bidder, who intends to participate in the pre-bid meeting, to deposit the tender cost before pre-bid meeting. If the bidder has not participated in the pre-bid meeting he can deposit tender cost along with bid document.

1.22 Earnest Money / Performance Security Deposit

The Bid should also contain Earnest Money Deposit as per details given below, by Demand Draft / pay order of any scheduled bank drawn in favor of "Registrar General, Punjab and Haryana High Court, Chandigarh". EMD for this project is Rs. 1,00,000/- (Rupees One Lakh only). The Earnest Money Deposit of the unsuccessful bidders will be refunded without any interest after one month from the declaration of L1 bidder. The amount of bid security would be forfeited, in case:

- The Bidder withdraws the bid prior to validity period of the bid;
- The Bidder refuses to accept and sign the contract as specified in this document

In the case of bidders whose bid is accepted for undertaking the work assigned for this tender, the successful bidder will submit a Performance Security deposit, which will be equal to 10% (Ten percent) of the contract price or Rs. 5 lacs, whichever is less. The same would have to be in form of a valid irrevocable Bank Guarantee and will have to be submitted within 15 days from the issuance of the LOI (Letter of Intent). The successful bidder will also submit an acceptance of the LOI within seven days from the award of the Contract. Earnest Money Deposit of the successful bidder will be refunded on receipt of Performance Security Deposit from the bidder. Performance Security deposit will be drawn in the name of " Registrar General Punjab and Haryana High Court, Chandigarh' valid for the entire contract period.

1.23 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the HC shall be final and binding.

1.24 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the HC and the Publisher. The Publisher subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Publisher shall be fully responsible for the services performed by it or any of its personnel on behalf of the Publisher.

1.25 Standards of Performance

The Publisher shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Publisher shall always act in respect of any matter relating to this contract as faithful advisor to the HC. The Publisher shall always support and safeguard the legitimate interests of the HC, in any dealings with the third party. The Publisher shall abide by all the copyrights & provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Publisher shall conform to the standards laid down in the RFP in totality.

1.26 Publisher Personnel

The Publisher shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project.

1.27 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

1.28 Penalties

Publisher shall be bound to follow time schedule for various acts to facilitate printing. Failure to adhere to timelines specified by HC or mutually agreed for printing of monthly parts / consolidated index necessary with bound volume shall entail penalty to the extent of 1% of value of delayed part for delay up to 10 days and 3% of value of delayed part in case of delay of more than 10 days. Penalty shall be in addition to liability under clause "Termination of Contract."

1.29 Termination of Contract

The Publisher's association with the HC will terminate in following ways:

- a) The term of Contract expires.
- b) In case of violation of copyrights vested in HC by Publisher or its personal. Termination of contract shall be in addition to civil and criminal remedies which may be resorted to by HC.
- c) In case of violation of conditions to use material printed / published in ILR or given for printing (though may not be finally printed) by Publisher or its personal. Termination of contract shall be in addition to civil and criminal remedies which may be resorted to by HC.
- d) If printer commits default or penalized for more than 3 occasions in a year or during pendency of contract the High Court may be in its discretion to terminate contract without assigning any other reasons.
- e) Termination of Contract by the HC due to non-performance during the execution of project when performance is below expected level due to
 - i. Non adherence to the timelines of the Project.
 - ii. Quality of work is not satisfactory in terms of RFP.

On termination of contract under sub clauses (b), (c), (d) & (e) Performance guarantee shall be forfeited and printing for remaining period of contract shall be carried out at the risk and cost of defaulting printer.

1.30 Termination for Insolvency, Dissolution etc

The HC may at any time terminate the Contract by giving written notice to the printer, if the Publisher has become bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Publisher, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the HC.

1.31 Termination for Convenience

The HC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the HC's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Termination notice shall give 6 months time to publisher.”

1.31-A Contract shall be extendable at the discretion of HC in the block of five years on the terms specified in this RFP or at mutually agreed conditions.

1.32 Force Majeure

- a) The Publisher shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, “Force Majeure” means an event beyond the control of the Publisher and not involving the Publisher's fault or negligence, and not foreseeable. Rise in prices of inputs including services, labour or material however shall not be covered by Force Majeure. Such events may include, but are not restricted to, acts of the HC in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Publisher shall promptly notify the HC in writing of such condition and the cause thereof. Unless otherwise directed by the HC in writing, the Publisher shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.33 Taxes & Duties

All payments due to the Publisher will be subject to tax deduction at source as per the prevailing Income Tax Act and other applicable levies as per the rules of the Government of India/Chandigarh Administration. The Publisher shall be primarily responsible for payment of all taxes.

1.34 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. in such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

Resolution of Disputes

In case dispute arising between the HC and the Publisher, which has not been settled amicably, the party can request the HC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the District Judge Panchkula. The site of arbitration shall be either at Chandigarh or Panchkula as determined by arbitrator. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Publisher. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

1.35 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated **at Chandigarh**, India only.

2. SCOPE OF WORK

2.1 Introduction

The High Court of Punjab and Haryana was established in the year 1919. The High Court of Punjab and Haryana has 41 district court under its jurisdiction. The High Court carries out the dual responsibility of adjudication and judicial administration across Punjab, Haryana and Chandigarh (UT).

Indian Law Reports journal is official publication published on behalf of Punjab and Haryana High Court being published every year along with two biannual indexes under (The Indian) Law Reports Act, 1875. ILR is being published since 1948. Till 1956 it was single volume publication and presently is being published in two volumes. ILR has an Editor and eight reporters who are practicing Advocates. Only judgments marked as "Referred to Reporter" alone are considered for publication in ILR. After compilation of material for printing by editorial board, it is being printed by Controller, Printing and Stationery, UT.

2.2 Project Objectives

The objective of the project is to revive interest of judges, lawyers, litigants and General Public in official publication of High Court of Punjab and Haryana. The focus areas of the intervention will be:

1. To achieve cost effectiveness in printing expenses and to make digital copies of the Journal past, present and future for the facility of the public available for download in true print out format free of charge.
2. To eliminate delays in printing of monthly parts as well as to publish judgments immediately after pronouncement after preparing head notes from the experienced team of the printer. However, the head notes would be approved by the Editorial Team of the ILR (Punjab and Haryana) Series in mutually agreed time frame.
3. To increase its reach and circulation including publishing and dispatch of at least 1000 copies to the Departments and the Judicial Officers, as per list to be supplied by High Court.
4. To popularize and promote quality law publication with authenticated editorial notes thereby making available authenticated publication to all.
5. To promote soft version of Indian Law Reports (Punjab and Haryana Series) thereby enhancing utility of its hard version.

2.3 Project Details

1. Publisher shall be free to carry out printing, distribution and Marketing of parts over and above numbers specified by HC.
2. Publisher shall also be responsible to develop soft version of ILR (Punjab and Haryana Series) from 1946 in “true print out format” till date and continue to add matter to same during course of contract.
3. Scope of work mentioned above along with working conditions are noted as under :-

Total No. of pages in a year	<ul style="list-style-type: none"> • 2500-3000 pages in a year i.e. 180 to 250 pages monthly to be printed for the year 2015. For subsequent years, pages and volumes can be varied as per mutually agreed terms. Cost shall be determined on pro-rata basis in reference to cost of 208 pages. • Size of page shall be 10" x 6.5" (without cutting) = 1/8 of 26" x 20" paper sheet.
Typesetting & Editorial work	<ul style="list-style-type: none"> • On receipt of judgment to be sent by HC in soft format at given email address of printer, printer shall get prepare draft head notes from its professional team. Judgment shall be typed / formatted as the case may be in page making software in the approved format & layout for printing. • Font size, margins, page format and judgment layout shall be as approved by HC. • The said draft head notes along with formatted judgment ready for printing (typed / set in some text editor / page making software as specified by HC or mutually agreed from time to time) shall be sent within agreed time from receipt of soft copy of judgment by printer to ILR Editorial Board by email. Copies of same shall also be sent to any other emails of officers / officials designated by HC. • The ILR Editorial Board may return it back for re-drafting or may approve the same with or without any changes. In case of return the redrafted head note shall be sent back by Publisher within agreed time to ensure that the monthly parts are available for dispatch by 7th of each month. • Index of monthly part from approved head notes (in the format and

	<p>layout approved by High Court from time to time) shall be prepared by Publisher and same shall be immediately sent to editor ILR / HC and in case no changes are suggested, the same shall be printed.</p> <ul style="list-style-type: none"> • The judgment shall be printed in designated monthly part as specified by ILR Editorial Board / HC.
Paper	<ul style="list-style-type: none"> • Good quality white paper (65 to 75 GSM) approved by HC shall be used for printing monthly parts good for archival needs. The paper should be able to retain the paper's natural shade without any change even after long years.
Title page	<ul style="list-style-type: none"> • Title page can be multi colour on good quality art paper <u>(80 to 100 GSM)</u>. • Back Cover two pages of monthly parts shall be available to printer for carrying out advertisements. • Matter of advertisement should be decent. • Matter of advertisement shall be sent to HC and in case of any objection same shall be removed by printer. In case of any objection same shall be communicated by HC within 5 working days. In case of no communication, it would be deemed that there is no objection. HC can all together reject printing of any advertisement. Such decision shall be final. In case it is not possible to remove objection, advertisement shall not be published. Responsibility to find out another / replacement advertisement shall be of printer. • Advertisement of liquor, intoxicating substances, tobacco products is prohibited. • It shall be responsibility of printer to procure advertisements (two pages) for back pages. • Advertisement charges as specified by HC shall be deducted from cost of printing if any payable to printer or can be accounted for while giving bids for the publishing of the journal.
Index & comparative table	<ul style="list-style-type: none"> • Index of monthly part from approved head notes shall be prepared by Publisher and same shall be immediately sent to editor ILR / HC and in case no changes are suggested within three days same shall be printed.

	<ul style="list-style-type: none"> • Consolidated index for volume / annual index (consolidation of monthly parts as prescribed by HC) shall be prepared by Publisher and same shall be immediately sent to editor ILR / HC and in case no changes are suggested within seven days same shall be printed. • A yearly comparative table of judgments published in ILR and other journals (up to 20 journals as per list given by High Court) shall be prepared by Publisher and same shall be immediately sent to editor ILR / HC and in case no changes are suggested within seven days same shall be printed in volume / annual index.
Printing	<ul style="list-style-type: none"> • Offset printing in black colour for all pages and multi colour printing of title shall be carried out by printer.
Binding	<ul style="list-style-type: none"> • Gathering of pages after printing and binding of monthly parts / index shall be carried out by printer.
Dispatch	<ul style="list-style-type: none"> • Parts shall be dispatched to subscriber free to the extent of 1000 copies as per list provided by HC. The printer shall supply such other copies as may be specified. The printer shall quote price of printing and distribution of first 1000 copies and also of additional copies. • In respect of paid parts, the printer shall receive yearly or monthly/yearly subscription at the mutually agreed rate for and on behalf of the HC. The printer shall be free to market parts on such agreed rate in open market but 40% of the price (or such agreed percentage) shall be adjusted against the amount payable by the HC. • The publisher is required to post the parts / index to the approximately 1000 copies to institutions and officers (list shall be supplied after award of contract). No. of copies are subject to variation. • Postal expenses shall be borne by printer. • Due permission from postal authorities for discounted rates on printed matter shall be taken by publisher. HC shall extend all help and shall give required permission / authorisation required for this purpose.
Marketing & sale of copies in excess of	<ul style="list-style-type: none"> • Publisher shall be free to print any number of copies over and above 1000 copies required by High Court for sale by printer.

<p>requirement of HC</p>	<ul style="list-style-type: none"> • Publisher shall be solely responsible to bear entire cost of additional copies. • Number of subscriber shall be shared by publisher with HC once in a year to know actual circulation. • Publisher shall be free to advertise and market copies of ILR directly. All expenses on advertisement and marketing shall be borne by Publisher. • Profit and loss from printing of excess copies and there sale (subject to payment of royalty) shall be of printer. • HC shall not be responsible for stocking or taking any copy in excess of prescribed under the contract.
<p>Preparation of Soft copy</p>	<ul style="list-style-type: none"> • Publisher shall be responsible for creating true print version of e-book (pdf format) since 1946 onwards and continue to add matter to same during course of contract. • Publisher shall scan and type (particulars of judgment and head notes) at its cost if not available with HC. The soft copies of the data is available since 2006. Approx. 88,000 pages (subject to variation on actual count) have been published prior to 2006. • Copy of entire data so typed and scanned shall also be handed over to HC and it shall be property of HC. • All errors reported in e-book / database shall be rectified by Publisher. • Publisher shall provide web-based fully searchable database which shall be compatible with all major operating systems and web browsers with front end (Judgment finder software) of all judgments (full text) since 1946 onwards and continue to add matter to same during course of contract. Search shall be on all fields (such as petitioner name, respondent name, date of decision, bench, author, case No., case type, case year, cases referred, advocates appearing etc.) individually as well as on collectively (i.e with multi field and full text search). Web based case finder shall be hosted on website of High Court. Publisher shall extend all help and technical expertise if so required to host the same. Backend database and programme files should be free and open source or shall be responsibility of

	<p>publisher. Web based case finder must support at least 500 concurrent users. The web based case finder should be automated login based with option with High Court to regulate subscribers.</p> <ul style="list-style-type: none"> • Publishers shall scan and type (particulars of judgment and head notes) at its cost if not available with HC. • Copy of entire data so typed and scanned shall also be handed over to HC and it shall be property of HC. • At the end of contract, if same is not extended, Publisher shall either hand over source code of software or create a mechanism which may permit addition of data in the software. • All errors reported in software / database shall be rectified by publisher and shall keep it updated & compatible with updated / new operating systems / browsers.
<p>Permission to use headnotes and material published</p>	<ul style="list-style-type: none"> • Publisher shall be permitted to use / reproduce head notes, judgments and other material published in ILR in its own publication / software during course of contract. However in case of termination of contract on fault clause the permission to use / reproduce material published in ILR shall stand withdrawn with immediate effect. • Material published in ILR or given for publication / printing (but actually not printed) shall continue to be owned by HC. Copyrights shall continue to vest in HC. • Publisher shall not allow use of material owned by HC by any other person without written consent of HC.

All other matters not specifically covered above and which may arise at the time of execution of printing contract would be dealt with by printer as per directions and decisions of High Court. Publisher shall be responsible to seek clarification / guidance from High Court in case of any doubt. The decision of Registrar General would be final.

2.4 Timelines

Unless otherwise mutually agreed, the

- Editorial note / head note / printing layout shall be sent by publisher within 3 days of receipt of judgment in soft format. This timeline is subject to work flow and shall be subject to change

with mutual consent.

- Redrafted head notes if so required by ILR editorial board shall be sent by Publisher in **2 days**.
- Preparation of final & complete monthly part and monthly index has to be completed by **20th day of preceding month** mentioned on monthly part.
- Preparation of final consolidated volume index has to be completed by **20th day of preceding month** mentioned on monthly part which shall be last part of any particular volume.
- Preparation of final consolidated annual index & comparative table has to be completed by **20th day of November**.
- Printing and binding must finish by **28th day of preceding month** mentioned on monthly part.
- Dispatch all copies be done latest by **7th day of month** mentioned on monthly part.
- Advertisement material for approval must be sent by **16th day of preceding month** mentioned on monthly part in which advertisement is proposed to be printed. If same advertisement material without any change is to be repeated / published then fresh approval would not be required.
- Soft versions must be released by **25th day of preceding month** mentioned on monthly part.
- Above noted timelines are indicative and shall be subject to revision by mutual consultation depending upon work flow and needs. Revised timelines shall overwrite above noted timelines. Time line for publishing monthly parts shall also be subject to change by mutual consent. .

2.5 Schedule of Payment

Payment shall be payable within 45 days of submission of bill after dispatch of all the monthly parts. Publisher shall furnish a certificate certifying adherence to timelines and conditions given in contract which shall be verified by ILR Editorial Board.

2.6 Roles & Responsibilities of the Publisher

1. Publisher will work in close coordination with the High court as well as ILR editorial Board.
2. Publisher will carry out the activities as indicated in Section 2 within the stipulated time-frame.
3. Publisher will make the best effort to ensure that the quality of printing work (in all aspects mentioned above) meets the expectations.
4. The printing job will be accepted only if it confirm to the specifications as laid down in this Scope of Work. Printing job will be considered to have been formally accepted only

after same has been verified and accepted by high court.

5. Any queries regarding the printing job will have to be answered by the printer within 5 working days.
6. The Publisher will hand over all intermediate documents, drafts and any other item related to this assignment.
7. The Publisher shall organize fortnightly / monthly review meetings to review functionality issues and progress of work. The frequency of meetings will be intimated by the Publisher in view of the requirements in the interest of the project. Meetings may be held by video conference as mutually agreed by HC and Publisher.”.

2.7 Roles & Responsibilities of the High Court

- a. An evaluation committee by High Court will be set up.
- b. The committee will help to bring-in the process changes and overall guidance to the project.
- c. The committee will identify the point of contact in the court ensuring complete involvement of the Project.
- d. Providing sign-offs for the deliverables.
- e. Release payments subject to bills/ invoice and supporting documents being in order.

3. Proposal Formats

The selection of Publisher would be done by examining the Eligibility Qualification of the bidders as per their Pre-Qualification, Technical and Commercial Proposals submitted under the RFP. Following are the proposal formats to be used by the bidders for submitting their Proposals for selection as Publisher under the RFP.

S. No.	Form	Description
1.	Form-1a	Covering Letter
2.	Technical Form-2a	Past Relevant Experience
3.	Technical Form-2b	Approach and Methodology
5.	Technical Form-2c	Work Plan
6.	Form-3	Financial Bid

Form-1a : Covering Letter requesting selection as Publisher

Date:

Ref. No.:

[Bidders are required to submit the covering letter as given herein on their letterhead]

To,
The Registrar General,
The High Court of Punjab & Haryana

Sub: Proposal for selection as Publisher for undertaking Printing of ILR (Punjab and Haryana Series)

Dear Sir,

- 1 We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as Publisher for undertaking printing of ILR (Punjab and Haryana Series), in full conformity with the said RFP.
- 2 We have read the all the provisions of RFP and confirm that these are acceptable to us.
- 3 We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 4 We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, for a period of 6 months from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 5 Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
- 6 We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- 7 We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

Signature.....
In the capacity of.....
Duly authorized to sign Proposal for
And on behalf of.....
Date..... **Place**.....

Form-3: Financial Bid

[To be submitted by the bidder as per the format given below in a separate sealed cover]

Date:

Ref. No.:

Particulars	Value (INR) in figure & words for 2500 pages (yearly cost)	Cost per page
A. Printing Cost		
• Type setting		
• Editorial work		
• Paper		
• Binding		
• Dispatch and postage		
• Development of soft version		
• Other expenses not covered above		
B. All Taxes and other duties		
Printing Cost (A + B)		
C. Advtt. Royalty payable by Publisher for back pages advisement.		
D. Royalty for use of material published or given for publication by Publisher in its own publication and for extra copies.		
Total Project Cost {(A + B) - (C+D)}		

Note:

The commercial figure quoted will be an all-inclusive figure – inclusive of out-of pocket expenses, paper wastage and all taxes, duties, etc payable. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a commercial proposal will be treated as invalid. If there is a government change in taxes during the execution of the project, the same shall be considered

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Publisher]

Name of Firm:

Address: