

**NATIONAL INSTITUTE OF SCIENCE COMMUNICATION
AND INFORMATION RESOURCES**

Dr.K.S. Krishnan Marg New Delhi 110 012

14, Satsang Vihar Marg New Delhi 110 067

Ref: 18(02)/2008-Pur/26

Dated: 30.09.2008

Please quote our REFERENCE in all Correspondence to ensure prompt attention

M/s KOMORI Corporation
11-1, Azumabashi 3-Chome
Sumida-Ku, Tokyo 130-8666
Japan

Ref: Techno-Commercial Bid and Financial Bid No. NIL dated 17.09.2008 of your authorized distributor M/s Insight Communications and Print Solution India (P) Ltd.

Dear Sirs,

Please arrange to **supply up to 28.02.2009** and arrange installation of the article noted below strictly on the Terms & Conditions as per Annexure-II enclosed. **The date of delivery should be strictly adhered to, otherwise the supply order is liable to be cancelled.**

| S. N. | Item | Qty. | Unit Rate | Total FOB Price (in Japanese Yen) |
|------------------------------|---|-------------|--------------------|--------------------------------------|
| 1. | LITHRONE S 29 29 Inch 4-Colour Sheetfed Offset Printing Machine. KOMORI LS 429 Model for which detailed specifications is enclosed as per Annexure-I. | 01 (One) | JPY 6,11,00,000.00 | JPY 6,11,00,000.00 |
| TOTAL AMOUNT OF ORDER | | | | 6,11,00,000.00 |

(Japanese Yen Six Crore Eleven Lakh Only)

Terms & Conditions:

- M/s Insight Communication & Print Solutions India (P) Ltd. S-6, Okhla Industrial Area, Phase-ii, New Delhi shall be responsible for transporting and unloading the consignment at our installation site from the Dry port and install the Printing Machine within 15 working days from the date of delivery of the machine.
- Warranty: Free On-site comprehensive warranty for a period of One Year from the date of completion of satisfactory installation, commissioning, testing, imparting of training to the operators for 2 weeks duration at NISCAIR, New Delhi.

.....*Contd.*

- All the expenses such as VISA charges, TA, lodging & Boarding of Two NISCAIR Officials related to inspection and training (two weeks) on the supplied machine at manufacturer's site before dispatch, shall be borne by the vendor.
- Firm will have to furnish an un-conditional Performance Bank Guarantee as per Proforma (Annexure-III) valid for 60 days after warranty period from a scheduled Bank for 10% of Total Order Value within 30 days after placement of order.
- Post Warranty AMC charges Rs. 2,85,000.00 per annum for next 2 years after warranty period and Rs. 4,00,000.00 per annum for the remaining 2 years.
- Spare Parts will be made available for 10 years.

NOTE : 1. Kindly acknowledge the receipt of the Order to enable us to open L/C immediately.

2. Other Terms & Conditions are as per Our Contract enclosed herewith as Annexure – 'II'

Copy to:

1. Indenting Officer Shri Pankaj Gupta, Head Printing –in case of discrepancy in Specifications, Terms & Conditions, Purchase Section may be intimated.
2. Co. F. & A.- with request to prepare Cheque of Rs. 2 (Two) Crores from Budget Head P-50 (A&E) and of Rs. 97,47,146.00 from Lab Reserve Fund.
3. M/s Insight Communication & Print Solutions India (P) Ltd – with request to arrange to submit Order acknowledgement from your Principal M/s KOMORI, Japan for opening Letter Of Credit.
4. Director NISCAIR
5. Stores Supervisor
6. Guard File
7. Office copy

Yours truly,

(RAVINDER KUMAR)
STORES & PURCHASE OFFICER

ANNEXURE - I

TECHNICAL SPECIFICATIONS of LITHRONE S 29

National Institute of Science Communication and Information Resources (NISCAIR), New Delhi has placed the above order for (One-Number) 4-Colour Sheetfed Offset Printing Machine (**Lithrone S 29**) as per the following specifications-

| Sl No | TECHNICAL SPECIFICATIONS | |
|--------------|---------------------------------|---|
| 1 | Number of Printing Units | Four |
| 2 | Largest Sheet Size | 530X750 mm |
| 3 | Smallest Sheet Size | 200X280 mm |
| 4 | Largest Printable Area | 520X740 mm |
| 5. | Stock range | Minimum: 40 g/sq.m. (0.04mm) Maximum: 450 g/sq.m. (0.8 mm) |
| 6. | Gripper Margin | 10 mm |
| 7. | Feeder Pile Height | 800mm minimum |
| 8. | Delivery Pile Height | 900mm minimum |
| 9. | Minimum Printing Speed | 3000 IPH |
| 10. | Maximum Printing Speed | 16000 IPH |

The following Technical Documents in two sets to be delivered along with equipment:

- (i) **Printed Brochures having detail Technical Specifications**
- (ii) **User's Manual**
- (iii) **Operations Guide containing detailed instructions for operation and maintenance of the machine.**
- (iv) **Electrical/Electronic circuit diagrams etc.**

.....*Contd.*

FEATURES: Apart from the above technical specifications the machine should have the following features:

- A) **Diagnostic information** through either with touch screen or with electronic switches/buttons.
- B) **Operation of machine** either with touch screen or with electronic switches/buttons.
- C) **Paper Setting:**
 - a) *Dual system feeder head with alpha numeric text display*
 - b) *Fine height adjustment of paper pile against feeder head*
 - c) *Height adjustment of transport suckers*
 - d) *Vacuum Conveyor belts*
 - e) *Double sheet feed detector (Mechanical, Photoelectrical, Ultrasonic)*
 - f) *Side Lays*
 - g) *Sets of front lays, left & right, can be adjustable separately.*
 - h) *Impression Pressure Setting*
 - i) *Delivery Joggers*
- D) **Registration System:** Via touch screen system/Control Panel
 - a. *Lateral*
 - b. *Circumferential*
 - c. *Diagonal*
- E) **Inking System:** *perfect ink grinding and distribution with 4 forme rollers of different diameter. Auto ink cleaning system with wash up trays.*
- F) **Dampening System:** *Alcohol/Alcolor Dampening system with chiller. Automatic positioning of roller.*
- G) **Plate Cylinder & Plate Clamping System:** *The plate cylinder surface should be absolute resistance to chemicals for long service life.*
- H) **Blanket Cylinder:** *Bearer to bearer contact with plate cylinder and remote setting of print pressure.*
- I) **Impression Cylinder:** *Monitoring of sheet presence on impression cylinder.*
- J) **Transfer Cylinder:** *System to pass printed sheet without damaging the image.*
- K) **Pile Delivery:** *Pile delivery with self contained gripping system. Sheet decurler, fans in delivery, automatic lowering of delivery pile and system to deliver the printed sheet without damaging the image.*
- L) **Powder Spray System:** *Anti set-off powder spray system/unit. Powder spraying to be set automatically.*
- M) **Only Imported IR Drier System (factory fitted).**
- N) **Lubrication System:** *Automatic lubrication system.*
- O) **Electrical System:** *Electrically Complete with 415 Volts 3 Phase 50 Hz*
- P) **Safety System:** *CE safety regulation certification. CE Certificate to be given along with delivery of the 4-colour offset sheetfed printing machine.*

ANNEXURE - II

The Terms & Conditions of the Purchase Order are as given below:

(i) **PAYMENT TERMS:-**

100% Irrevocable Letter of Credit – Out of which 80 per cent value of goods will be paid on submission of shipping documents, inspection of machine at manufacturer site, imparting of training at manufacturer site and also on submission of unconditional Performance Bank Guarantee (Annexure-VII) for 10% of the total order value within thirty days of the placement of Purchase Order valid till 60 days after the warranty period from a foreign bank duly endorsed by Nationalized Bank in India. Balance 20% value of goods will be paid excluding Indian Agency Commission, if any, after installation, testing, commissioning, imparting of two weeks training to the Operators at NISCAIR, New Delhi and final acceptance of the whole ordered items. No interest would be paid on the Performance Bank Guarantee. Indian Agent Commission will be paid equivalent to Indian Rupees only after 30 days from the date of satisfactory commissioning, imparting of two weeks training at NISCAIR, New Delhi.

(ii) **WARRANTY/GUARANTEE:-** Equipment should be under free ONSITE comprehensive warranty for a minimum period of one year from the date of completion of satisfactory installation, testing, commissioning, imparting of training to the Operators for two weeks duration at NISCAIR, New Delhi and final acceptance of the products. A satisfactory service during the warranty period is defined as 95% uptime. In case 95% uptime is not provided, the warranty period would be extendable by a period equal to the cumulative period during which 95% uptime was not provided.

If, there is any defect, the successful bidder shall repair, replace or modify the defective part/facility which shall also be subject to the same warranty as the original equipment.

The successful bidder shall bear all the costs associated with freight “to and fro” and insurance related to part of the defective component of the equipment during the warranty period. The successful bidder shall bear all travel, labour and materials costs, which was required on rectification of defects on-site during the warranty period.

iii) **INSPECTION:-** The inspection of the machine will be done by our Technical Expert/Scientist at manufacturer’s site before the dispatch of machine.

iv) **CUSTOM DUTY/EXCISE DUTY:-** NISCAIR is authorized for availing custom duty and Excise Duty exemption.

v) **LIQUIDATED DAMAGES/PENALTY CLAUSE FOR LATE DELIVERY AND LATE INSTALLATION:-**

- a) Subject to operation of Force Majeure, time for delivery and acceptance is the essence of the contract. The bidder/supplier shall arrange to ship the ordered materials within the delivery period as mentioned in the order unless extended with/without penalty.
 - b) In case of delay in supply on part of the supplier beyond delivery period stipulated in order, a penalty @ 0.5% per week of order/FOB value will be charged for delayed period to a maximum of 10%
 - c) If the delay in the shipment of the ordered materials is attributable to the Supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the Director, NISCAIR, New Delhi shall have the right to cancel the contract/Purchase Order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
 - d) Installation should be completed in 15 working days from the date of delivery of machine or as per activities scheduled agreed upon. A penalty @0.5% per week of order/FOB value will be charged for delayed period to the maximum of 10% shall be applicable for late installation of the equipment also.
- (vi) Govt. of India (Department of Scientific & Industrial Research, New Delhi) is authorized NISCAIR for availing Custom Duty Exemption in terms of Govt. Notification No. 51/96-Customs dated 23rd July 1996 and Central Excise Duty Exemption in-terms of Govt. Notification No. 10/97-Central Excise dated 1st March 1997.
(Both Certification Registrations are valid up to 31.8.2011)
- vii) The items are required to be delivered **within 5 (Five) Months** from the receipt of confirmation of Purchase Order from the successful bidder and should be installed in complete manner at NISCAIR, New Delhi and also provide the training to the Operators for two weeks duration at NISCAIR, New Delhi in another 15 working days or as per activity scheduled agreed upon, failing which liquidated damages will be imposed straightaway **as per clause v(d)**.
- viii) If any changes/editions/up-grade developed in the software the same will be provided free of cost during warranty period.
- ix) Satisfactory services during AMC period is defined as 95% uptime. In case 95% uptime is not provided, the CAMC period would be extendable by a period equal to the cumulative period during which 95% uptime was not provided.

- (x) The percentage of agency commission payable to the Agent and the same is included in the FOB price/Ex-Works price. The role played by the Indian Agents in rendering assistance to your customers may also be specified. Under a compulsory registration scheme of the Govt. of India an Indian Agent representing the foreign manufacturer for the restricted items is required to be registered with the Directorate General of Supplies and Disposals (DGS&D), Govt. of India, which is a nodal agency for Registration of Indian Agents. Compulsory Registration Certificate issued by the DGS&D is to be enclosed with the quotation. If the item is covered under Open General License (OGL) the registration with DGS&D is not necessary.

Where the bidder/quoting party/Indian Representative claims to be subsidiary or Branch Office of the Principal foreign manufacturer/Supplier in India, then a copy of approval from the RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer, if required.

The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, Govt. of India, New Delhi as per rule. It may be noted that only the bidder/quoting parties and their Principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any and non-registration of the Indian Agent with DGS&D as mentioned above.

- xi) For speedy clearance, please specify our Purchase Order Reference No. and date on the top of the parcel as well as on the Shipment bill of lading without fail. Address all the consignments to Director, NISCAIR, Dr. K.S. Krishnan Marg, Near Pusa Gate, New Delhi-110 012, India and not to the Bank. The ordered materials are being imported under Open General License.
- xii) The following documents may be sent to SPO, NISCAIR, New Delhi before shipment of goods:
- Dispatch details such as Bill of Lading No, Shipment no. and date etc. must be given well in advance to expedite clearance and avoid demurrage charges. Other documents like invoice in quadruplicate with deduction of Agency Commission, if any, Packing List, Delivery challan, Country of origin Certificate, Literatures, if any should be enclosed.
- xiii) All terms used in the Supply Order/Contract will have the meaning as described in INCOTERMS-2000.
- xiv) Mode of dispatch only by sea.

- xv) Insurance and Freight charges from Gateway port/Airport to our destination will be borne by NISCAIR for import of equipment. The insurance cover premium after the date of delivery of machine upto its erection, commissioning and testing shall be borne by the firm concerned.
- xvi) All bank charges outside India will have to be borne by the Bidder.
- xvii) LC amendment charges will be borne by the Bidder if the amendment is emanating from the Bidder's end.
- xviii) Foreign successful bidder will ensure availability of export license at their end.
- xix) The responsibility lies with the successful bidder, if any damage or loss to the property of the Institute occurs while undertaking and executing the Contract.
- xx) NISCAIR is an R&D organization under CSIR, Ministry of Science & Technology, Govt. of India. Therefore it is requested to charge concessional rates applicable to R&D organizations since the equipment is required for research purposes and not for commercial purposes, **leaving no scope for any further negotiations in prices.**
- xxi) Name of Beneficiary M/s KOMORI Corporation, 11-1, Azumabashi, 3-Chome, Sumida-Ku, Tokyo 130-8666, Japan.
- xxii) Name of Beneficiary Bank: Current Account No. 6915, Mizuho Corporation Bank Ltd. Tokyo, 16-13, Tsukishima 4-Chome, Chou-Ku, Tokyo – 1040052.
- xxiii) Gateway Port: Yokohama Port, Japan.

If any budgetary concessions announced by the government of India like reduction in raw materials, reduction in taxes, etc. may also be automatically passed to us.

If any difference found in the prices shown in the Internet, your quotation price and also supplied to some other organizations within a year then the order should be placed only on the lower price and benefits passed to NISCAIR.

The bidder/supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination 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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the Supplier 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.

Except where otherwise provided in the Contract, all questions and disputes relating to the specification, instructions and terms and conditions herein before mentioned and to the quality of the materials, to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract Specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director General, Council of Scientific and Industrial Research, New Delhi, and if the appointed arbitrator is unable or unwilling to act to the sole arbitration, some other person shall be appointed by DG(CSIR) who will be willing to act as an arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the India Arbitration and Conciliation, 1996 as applicable to International Arbitration or any satisfactory modification or re-enactment thereof for the time being in force conclusive and binding on all parties of the Contract. The venue of the Arbitration and Conciliation as applicable will be New Delhi, India, only.

Or

All disputes arising out of or in connection with the present Contract/Supply Order shall be finally settled under the Rules of Arbitration of International Chamber of Commerce/Arbitrators appointed in accordance with the rules as applicable in India.

Yours truly,

(RAVINDER KUMAR)
STORES & PURCHASE OFFICER

ANNEXURE-III

PERFORMANCE BANK GUARANTEE FORM

To: _____ (Name of Purchaser)

Whereas (Name of Supplier) hereinafter called the "Supplier" has undertaken, in pursuance of Contract No..... dated 20..... to supply (Description of Goods and Services) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplies, up to a total of.....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the.....day of.....20.....

Signature and Seal of Guarantors

.....
.....
.....
Date.....20.....
Address.....
.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

.....
.....
(Name & address of the Lab)