

NISCAIR

GLOBAL TENDER DOCUMENT

Sl. No.	Tender No. / Brief Description of the products	Contact Person
1.	No. NISCAIR/SP/2008/22/03	Technical Matters:
	4-COLOUR SHEETFED OFFSET	Sh. Pankaj
	PRINTING MACHINE	Gupta/Shri K.B.
		Nagpal, Technical
		Officer-E
		Tel. No.011-25847308
		Commercial Matters:
		Shri Ravinder
		Kumar, SPO/Shri
		Sunil Khanna,
		SO(S&P)
		Tel. No.011-25843182

Introduction

The National Institute of Science Communication & Information Resources (NISCAIR) is a constituent unit of the Council of Scientific & Industrial Research (CSIR). The R&D Programmes being undertaken at NISCAIR are geared towards meeting the information needs of the different segments of the society. NISCAIR is having complete printing facility in house. The printing section is equipped with three 2 colour and three single colour sheet fed offset printing machines. Apart from bringing out a variety of scientific and technical publications, providing information services and training in Science Communication, NISCAIR undertakes consultancy works in designing, editing printing, and publication of journals, books, and reports, etc.

National Institute of Science Communication and Information Resources (NISCAIR), New Delhi is interested to purchase one number 4 Colour Sheetfed Offset Printing Machine for the use of R&D (Research and Development) activities as per the following specifications-

01. 4 COLOUR SHEETFED OFFSET PRINTING MACHINE One number

Sl No	TECHNICAL FEATURES SPECIFICATION				
1	Number of Units	Four			
2	Largest Sheet Size or more	480mm x 660mm minimum (19" x 26" minimum)			
3	Smallest Sheet Size or less	310 mm x 330mm <i>maximum</i>			
4	Largest Printable Area or more	470 mm x 650 mm <i>minimum</i> .			
5	Stock Thickness	Upto0.45mm			
6	Stock range	$30-350 \text{ g/m}^2$			
7	Gripper Margin	8-10 mm			
8	Feeder Pile Height	800mm-1000mm			
9	Delivery Pile Height	600mm-900 mm			
10	Min. Printing Speed or less	3000 IPH			
11	Max. Printing Speed or more	10000 IPH			

Apart from the above technical specification the machine should have the following features:

A) FEATURES

Diagnostic information via touch screen

Operation of machine from touch screen

B) Paper Setting:

- i) Dual system feeder head with alpha numeric text display
- ii) Fine height adjustment of paper pile against feeder head
- iii) Height adjustment of transport suckers
- iv) Vacuum Conveyor belts
- v) Double sheet feed detector (Mechanical/Photoelectrical/Ultrasonic)
- vi) Micro control of Side Lay with warning system
- vii) Two sets of front lays, left & right, can be adjustable separately even when machine is in running
- viii) Gripper fitted with pre-gripper blocking mechanism
- ix) Impression Pressure Setting
- x) Delivery Joggers

C) Registration System:

- *i)* Lateral
- ii) Circumferential
- iii) Diagonal
- **D)** Inking System: with minimum17 rollers including 4 form rollers with axial motion and 4 oscillating rollers for perfect ink grinding and distribution. High quality rubber to be used for rubber rollers. Segmented ink blades and auto ink cleaning system with wash up trays. All drive gears are to be of helical type.
- **E) Dampening System:** Alcohol Dampening system with chiller. Continual 4 rollers bare back dampening system feed and wading roller. Automatic positioning of dip roller.
- F) Plate Cylinder & Plate Clamping System: The plate cylinder surface should be absolute resistance to chemicals for long service life. Circumferential & lateral registration from touch screen system. Correct positioning of plate cylinder, plate-clamping bars with punch buttons for quick plate insertion and fast registration.
- **G) Blanket Cylinder:** *To be firmly fixed in the side frames during printing. Bearer to bearer contact with plate cylinder and micro setting of print pressure.*
- **H) Impression Cylinder :** *Monitoring of sheet presence on impression cylinder.*

- **I) Transfer Cylinder:** *To be equipped with Super Blue cover to prevent deterioration of print.*
- **J) Pile Delivery:** Pile delivery with self contained gripping system, bearing surface of gripper and pads to be coated with tungsten carbide for increased holding power. Sheet decurler, fans in delivery, automatic lowering of delivery pile, super blue anti marking in delivery, vacuum sheet brake with adjustable speed.
- **K)** Powder Spray System: Anti set-off PSU with mixing Jar and internal heater with multiple nozzles and adjustable powder spraying time.
- L) IR Drier
- M) Lubrication System: Automatic central lubrication system.
- N) Electrical System: Electrically Complete with 200/415 Volts 3 Phase 50 Hz
- O) Safety System: CE safety regulations certification.

Note:

(A) Brochures having Detail Technical Specification and Features of the 4colour sheet-fed offset printing machine to be submitted with Technical Bid.

(B)

- (1) The following technical documents to be delivered along with the 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.
 - (v) Instructions for site preparation.
- (2) Necessary training is to be imparted by the vendor at their cost for the smooth functioning of the supplied equipment(s).
 - (i) Inspection of Machine before dispatch.
 - (ii) Technical Officer's Training for two weeks at Manufacturer's training Center (Two Persons).
 - (iii) Two weeks training for machine operators after installation of the machine at site.

ELIGIBILITY CRITERIA AND GENERAL CONDITION: Only those bidders are eligible who fulfil the following conditions:-

- 1) All the goods to be supplied must bear brands if the bidder does not manufacture goods, he must submit proof of authorisation from the manufacturer.
- 2) The bidder must have executed similar orders for which he is quoting, in Govt./Semi Govt./Autonomous organisations or other reputed Institutions in India.
- 3) The bidder should have their own after sales support facilities. The support facilities should be fully owned and managed by the bidder.
- 4) Conformity with the required specifications and conditions.

- 5) The assessment based on the after sales service provision of the company.
- The assessment based on the response to Model Response Format and Technical Evaluation.
- 7) The assessment of the capability of the bidder to meet the terms and conditions.
- 8) The cost of the components and the discount offered, if any.
- 9) For all other things, equal preference will be given to the established well known manufacturers of high quality peripherals directly selling to the purchaser.
- 10) As and when there is a downward revision in prices, the firm will provide revised pricing details.

Bidders are requested to submit their Bids in three separate envelopes 1. EMD Envelope, 2. Techno-Commercial Bid Envelope and 3. Financial Bid Envelope, duly sealed in one envelope and super scribed the outer envelope "Tender No. NISCAIR/SP/2008/22/03 for purchase of 4-COLOUR OFFSET PRINTING MACHINE dated 14th January, 2008 and addressed to Director, National Institute of Science Communication and Information Resources (NISCAIR), Dr. K.S. Krishnan Marg, New Delhi – 110 012. Techno-Commercial Bid and Financial Bid should be identical in all respects except that in the Techno-Commercial Bid should have blank spaces where prices are to be indicated should be left blank. Quotations must be reached this office latest by 3rd March, 2008 upto 2.55 PM. Quotation will be opened on 3rd March, 2008 at 3.00 PM in the Purchase Section of NISCAIR and also invite you to attend the Quotation Opening Meeting on 3rd March, 2008 NISCAIR will not pay any charges to you for attending the meeting. Quotation will also be opened on scheduled date and time in case of non-presence of any bidder's Representative. In case due to any reason Govt. of India/CSIR - NISCAIR will be declared holiday on date of opening of quotation then the quotation will be opened on the next working day on same time, in that case no separate intimation will be send to you.

Purchase of Tender Document

- 1. <u>For Indian Bidders</u>: Indian Bidders may purchase the Global Tender Document from the NISCAIR Book Shop, Dr. K.S. Krishnan Marg, Near Pusa Gate, New Delhi 110 012 after making payment of Rs.300.00 (Rupees three hundred only) in the form of Demand Draft/Pay Order/Banker's Cheque of a scheduled nationalised bank in favour of Director, NISCAIR, New Delhi on any working day(Monday to Friday except Gazetted Holidays between 9.30 AM to 5.00 PM from 15.1.2008 to 29.2.2008). Bidders can also down load the Global Tender Document from the NISCAIR website niscair.res.in on free of cost..
- 2. <u>For Foreign Bidders</u>: Foreign Bidders may get the Global Tender Document by equivalent payment of Rs.300.00 (Rupees three hundred only) in Euro/GBP/USDollars by Demand Draft in favour of Director, NISCAIR payable at New Delhi. Indian Agents/Accredited representatives of foreign bidders are also permitted to obtain the Global Tender Documents on behalf of foreign principal on production of written request from the NISCAIR Book Shop, Dr. K.S. Krishnan Marg, Near Pusa Gate, New Delhi-110012 on any working day (Monday to Friday except Gazetted Holidays between 9.30 AM to 5.00 PM from 15.1.2008 to 29.2.2008) or down load the Global Tender Document from NISCAIR website niscair.res.in on free of cost.

Tender document are not transferable and the cost of the tender document is not refundable.

REQUEST FOR PROPOSAL (RFP)

FOR THE PURCHASE OF 4-COLOUR SHEETFED OFFSET PRINTING MACHINE

1	Last Date for Submission of Bid	3 rd March, 2008 upto 2.55 PM
2	Date of Opening of Technical Bid	3 rd March, 2008 at 3.00 PM
3	Date of Opening of Financial Bid	WILL BE INFORMED TO THE BIDDERS WHOSE BIDS ARE FOUND TECHNICALLY QUALIFIED

Definitions

AMC	Annual Maintenance Contract		
CSIR	Council of Scientific & Industrial Research, India		
NISCAIR	National Institute of Science Communication and Information		
	Resources		
CST/LST	Central Sales Tax/ Local Sales Tax		
CIF	Cost, Insurance & Freight		
C/D Forms	Sales Tax forms		
DAVP	Directorate of Audio Visual Publicity, Government of India		
DGS&D	Directorate General of Supplies & Disposals		
EMD	Earnest Money Deposit		
FOR	Free on Road		
FOB	Free on Board		
FCA	Free Alongside Carrier		
LC	Letter of Credit		
No.	Number		
NSIC	National Small Scale Industries Corporation		
NIT Notice Inviting Tender			
Purchaser National Institute of Science Communication & Informat			
	Resources (NISCAIR)		
VAT	Value Added Tax		
TE	Tender Enquiry		

SECTION - I

INVITATION FOR THE BIDS

Sealed separate Bids are invited under **Two Bids System** i.e., **1.** Techno-Commercial Bid and **2.** Financial Bid for the **for the purchase of the 4 Colour Sheetfed Offset Printing Machine** required to be supplied, installed, commissioned and impart training at Manufacturer's site and also at the NISCAIR, New Delhi. **Techno-Commercial Bid and Financial Bid should be identical in all respects except that in the Techno-Commercial Bid should have blank spaces where prices are to be indicated should be left blank.**

I. Techno-Commercial Bid should consist of:

Common to all Bidders (Both Indian and Foreign Bidders)

- Bid Form (Annexure-1); below that
- Copy of the last audited balance sheet of the company; below that
- Income tax registration details and latest income tax clearance certificate; below that
- Proof of manufacturer's authorisation (if applicable); below that
- Technical details of the goods and services offered; below that
- Statement of deviation from the technical specifications (Annexure-II); below that
- Copies of relevant work orders

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In addition to above the following documents are also to be submitted by the **Indian Bidders and Indian Agents**

- 1. Certificate of Registration of firm
- 2. Authorization Letter from the manufacturer/Bidder to quote and submit tender.
- 3. Certificate of Authorized Distributorship/Dealership/Retailer ship from the Bidder/Manufacturer.
- 4. Certificate of Value Added Tax/Central Sales Tax/Local Sales Tax Registration No.
- 5. Authorized Service Provider Certificate from the Bidder/Manufacturer only.
- 6. Photocopy of Warrantee Agreement between the Bidder and the Service Provider, if applicable.
- 7. Duly attested photocopy of Certificate of compulsory enlistment of Indian Agents of Foreign Principals with DGS&D when quoting on their behalf, if the equipment falls in the category of restricted list of the Export and Import Policy of Govt. of India. Date of enlistment must be before the date of opening of Bids.

Commercial Terms:-

- a. Percentage rate of Value Added Tax/Central Sales Tax/Local Sales Tax, Octroi, freight and forwarding charges, handling charges, loading/unloading charges, and any other tax/charge as applicable should be clearly mentioned. The offers indicating "Taxes as applicable" or "Taxes inclusive" may be rejected.
- **b.** Validity period of Quotation
- c. Delivery Period
- d. Payment Terms
- e. Warranty
- f. Discount
- g. Terms of Delivery
- h. Post Warranty AMC
- i. Performance Bank Guarantee
- **j.** Liquidated Damages

- **k.** Percentage of Agency Commission in case of imports.
- **l.** Confirm that all bank charges outside India will be borne by the beneficiary, in case of Imports.
- **m.** Confirm Letter of Credit amendment charges will be borne by the beneficiary in case of amendment is emanating from the beneficiary after opening of LC.
- n. Gateway Airport/ Port in case of shipment from abroad
- o. Beneficiary Bank and SWIFT number in case of imports .

II. Financial Bid should consist of:

Basic Price in case of indigenous supply
FOB and FCA price in case of imports
Bid Form (Annexure-III); below that
Estimated quantity and Financial Bid Analysis (Annexure-IV); below that
Statement of deviations from Financial terms and conditions (Annexure-V); below that
Price Schedule for Post Warranty AMC Charges (Annexure-VI)

NOTE:- IF THE BIDDERS ARE NOT SUBMITTED THEIR BIDS AS PER THE ABOVE FORMATS, THE SAME ARE LIABLE TO BE REJECTED.

Terms and Conditions on which the order will be placed are given below:-

i) **PAYMENT TERMS:-**

TERM 1 (for indigenous) :- 100% payment will be released . after satisfactory installation, commissioning and received the training at site and also at NISCAIR and also on submission of unconditional Performance Bank Guarantee (Annexure-VII) for 10% of the total ordered value valid till 60 days after the warranty period No interest would be paid on the Performance Bank Guarantee.

TERM II (for import):- 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 Nationalised 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) EARNEST MONEY DEPOSIT (EMD):-

- The bidder shall have to deposit EMD for an amount of Rs.5,00,000.00 (Rupees five lakhs only) in the form of Demand Draft/Banker's Cheque/Pay Order/Bank Guarantee (Annexure-VIII) in favour of Director, NISCAIR, New Delhi valid for 180 days (on non-judicial stamp paper). In case of import bidder have to deposit the EMD equivalent to Indian Rupees five lakhs in the currency of US Dollars/EURO/GBP in the form of crossed Demand Draft or Bank Guarantee (Annexure-VIII) in favour of Director, NISCAIR, New Delhi valid for 180 days.
- Bids received without EMD may not be considered.

- EMD of Un-Successful bidder's (not technically qualified) will be returned within sixty days from the date of opening of technical bid and EMD of Successful Bidder will be returned within 30 days after the receipt of Performance Bank Guarantee of 10% ordered value. No interest will be paid on EMD amount.
- The EMD may be forfeited if a bidder withdraws its bids and in case of successful bidder fails to sign the contract.

Exemption of Earnest Money Deposit: Indian firms registered with Directorate General of Supplies & Disposals and National Small Scale Industries Corporation may be exempted from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. Firms are to submit a legible photocopy duly attested, of Registration Certification of the products manufactured and registered with DGS&D and NSIC for availing EMD exemption before opening of Techno-commercial Bids, otherwise tender submitted by them may not be considered.

warranty from the date of completion of satisfactory installation, testing, commissioning, imparting of training to the Operators for two weeks durations 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. One year warranty should be provided from the date of satisfactory installation and commissioning and imparting of training to the Operators for two weeks period at NISCAIR, New Delhi.

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 rectifications of defects on-site during the warranty period.

- iv) <u>INSPECTION:-</u> The inspection of the machine will be done by our Technical Expert/Scientist at manufacturer's site.
- v) <u>SALES TAX/VAT/SERVICE TAX:</u> NISCAIR is not authorized for submission of Sales Tax concessional form and chargeable amount of Sales Tax/VAT/Service Tax with chargeable per centage may be clearly mentioned in the quotation. If, total amount of tax and percentage of applicable chargeable tax not mentioned in the quotation, it will be presumed that amount quoted by you are inclusive of all taxes and no extra amount will be paid to you in account of taxes apart from the basic cost. TIN number and CST/ST number clearly mentioned in your quotation and Bill also.
- vi) <u>CUSTOM DUTY/EXCISE DUTY:</u> NISCAIR is authorized for availing custom duty and Excise Duty exemption.

vii) <u>LIQUIDATED DAMAGES/PENALTY</u> <u>CLAUSE FOR LATE DELIVERY AND LATE INSTALLATION:-</u>

- 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, 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, India 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) The same rate of penalty shall be applicable for late installation of the equipment also.
- viii) Un-signed bids straightaway rejected.
- ix) The Director, NISCAIR reserves all the rights to accept or reject/ cancel in part or in full to any or all the quotations without assigning any reason thereof.
- x) Packing, forwarding and octroi charges, etc. if any, be clearly mentioned in the quotation otherwise, it will be presumed that these charges are inclusive and no payment will be made to you extra to the basic cost.
- xi) Amount quoted in the Financial Bid must be mentioned in figure and words. If any discrepancies found in the figure and words whichever is the higher of the two shall be taken as bid price.
- xii) Bidders are requested to deposit the Quotation in the NISCAIR Book Shop, NISCAIR, Dr. K.S. Krishnan Marg, New Delhi before the submission date and time. Quotation received by post must be addressed to the Stores and Purchase Officer, NISCAIR, Dr. K.S. Krishnan Marg, Near Pusa Road, New Delhi 110 012 and must be reached to this office before scheduled date and time. NISCAIR is not responsible in receiving of any delay quotation due to any postal delay and postal strike, which shall be straightaway rejected.
- xiii) Technical Bid will be opened on scheduled date and time in presence of the bidders, if any. Financial Bid will be opened only for those bidders who are technically qualified. Date and time for opening of Financial Bids of technically qualified bidders will be intimated to the Technically qualified bidders in advance.
- xiv) No deviation is acceptable after opening of quotation.
- xv) The quotation shall be valid for a minimum period of one hundred eighty days (180 days) from the date of opening of bids.

- xvi) The items are required to be delivered within **twenty five weeks** 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 five weeks, failing which liquidated damages will be imposed straightaway.
- xvii) If any changes/editions/up-grade developed in the software the same will be provided free of cost during warranty period.
- xviii) After the expiry of warranty period, ONSITE Annual Maintenance Contract may be entered into for which the Annual Maintenance Contract (AMC) charges must be quoted in terms of per centage (%) of cost of the product to be supplied.

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.

- xix) FOB/FCA price only to be indicated in the bid in case of imports.
- xx) In case of import, if you have any Agent in India, please indicate specifically whether the amount 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 the Directorate General of Supplied and Disposal (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.

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.

- xxi) For speedy clearance, please specify our Purchase Order Reference No. and date on the top of the parcel as well as on the Air/Shipment bill of loading 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.
- xxii) The following documents may be sent to SPO, NISCAIR, New Delhi before shipment of goods:

Invoice in quardruplicate with deduction of Agency Commission, if any, Packing List, Delivery challan, Country of origin Certificate, Literatures, if any should be enclosed.

xxiii) All terms used in the Supply Order/Contract will have the meaning as described in INCOTERMS-2000.

- xxiv) Mode of dispatch only by air/sea.
- xxv) Insurance charges will be borne by NISCAIR for import of equipment.
- xxvi) All bank charges outside India will have to be borne by the Bidder.

xxvii)LC amendment charges will be borne by the Bidder if the amendment is emanating from the Bidder's end.

- xxviii) Indicate Gateway Port/Airport in case of shipment from abroad.
- xxix) Foreign successful bidder will ensure availability of export license at their end.

xxx) 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.

xxxi) NISCAIR is an R&D organization under CSIR, Ministry of Science & Technology, Govt. of India. Therefore is is requested to quote concessional rates applicable to R&D organizations since the equipment is required for research purposes and not for commercial purposes, <u>leaving no scope for any further negotiations in prices.</u>

The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have <u>not quoted</u> the same item on lesser rates tan those being offered to NISCAIR, New Delhi to any other customer nor they will do so till the validity of offer or execution of the purchase order, which ever is later.

Copies of at least last two-supply orders received from other customers or details of last two supplies made to other customers preferably in India for the same item/model may be submitted with the offer giving reasons of price difference of their supply order and those quoted to us, if any.

The party must give details of identical or similar equipment, if any, supplied to any CSIR laboratories during the last three years along with the final price paid and Performance Certificate from them.

If any budgetary concessions/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.

xxxii) Rates must be quoted separately for main unit, essential accessories and for optional accessories but while evaluating the financial bids optional items shall not be taken into consideration.

xxxiii)Technical/Financial Bid Compliance Report point-wise as per NISCAIR specifications/Tender requirement may be furnished in the enclosed Annexure-IX – FORMAT/QUESTIONAIR FOR COMPLIANCE OF TERMS AND CONDITIONS.

Hoping for favourable response.

Yours faithfully,

Encls: As above.

(Ravinder Kumar) Stores and Purchase Officer

ANNEXURE -I

BID FORM (TECHNICAL BID)

(To be submitted on the firm's letter head and signed by an authorised person)

То				
The Director National Institute of Science Communication & Information Resources Dr K S Krishnan Marg New Delhi 110 012				
Ref: Bid document No Dated				
Sir,				
Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as per the schedule of requirements and in conformity with the said bidding documents.				
We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the bidding documents.				
If our bid is accepted, we will submit a bank guarantee for the sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the National Institute of Science Communication.				
We agree to abide by this bid for a period of 180 days after the date fixed for opening and i shall remain binding upon us and may be accepted at any time before the expiration of that period.				
1. We declare:				
that we are the manufacturers/authorized agents/distributors of				
that we/our principals are equipped with adequate machinery for production quality control				

and testing of offered products manufactured/developed and used by us.

- 2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Financial Bid.
- 3. We enclose herewith the complete Technical Bid as required by you. This includes:

Bid form (containing EMD amount)

Copy of the last audited balance sheet of the company.

Details of income tax registration and Income tax clearance certificate

Proof of Manufacturer's authorization.

Technical details of the goods and services offered

Statement of deviation from the technical specifications

Details of local service centers

Copies of relevant work orders

Product catalogues/user manual/other informative material about our products and services

Point wise response to technical Model Response Format.

- 4. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
- 5. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor, or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney, or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable by duly attested by the person authorized to sign the bid document)

6. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this	day of	2008	Signature of Bidder
Details of en	closures.		Full Address:
			Telephone No.
			Telegraphic Address:
			Fax No. E-mail
			COMPANY SEAL

ANNEXURE –II (TECHNICAL BID) STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

Dear Sir,

Following are the Technical deviations and variations from the Technical specifications and Schedule of Requirements. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sl. No.	Item	Statement of deviations/variations
1	4 Colour Sheetfed Offset Printing Machine	

MODEL RESPONSE FORMAT FOR TECHNICAL BID

(i) Technical Competence of Vendor	Manufacturer/
	Authorized dealer
(ii) Documentary evidence about the vendor's capabilities and	
qualifications to satisfy purchaser that the bidder will assume the total	
responsibility for the fault free operation and maintenance during warranty	
period (one year asked for) and provide necessary services for 4 years after	
the end of the warranty period (if NISCAIR desires so)	
(iii) Quality of the system (s)	Yes/No
Whether specifications specified by NISCAIR will be supplied	
(iv) Number of similar machines installed in	(a)
(a) India (excluding Delhi)	
(b) Delhi	(b)
(v) Time Schedule	
(a) Installation	
(b) Fault Repair	
(vi) Warranty Period offered (Number of years)	
(One year warranty asked for each equipment)	
(vii) Availability of all spare parts necessary for the proper and	
continued functioning of the system over a period of 10 years after	
warranty	
(viii) Will engineer visit NISCAIR within 24 hours to attend complaint	Yes/No

MAINTENANCE INFRASTRUCTURE FACILITIES INCLUDING ADDRESSES OF THE LOCAL SERVICE CENTERS

LOCATION	Address of the	Name of the	No. of the	Remarks
	Service	Contact Person with	Service	
	Center	Telephone No., Fax	Engineers	
		No. and E-mail		

Signature of the Bidder		
Name:		
Date:		
Place		

Business Address:

ANNEXURE - III

Bid Form (Financial Bid)

(on the letter head of the firm submitting the bid document)

To

The Director National Institute of Science Communication & Information Resources Dr K S Krishnan Marg New Delhi 110 012

Ref: Bid document No Dated-----

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods / Services at the prices and rates mentioned in the Commercial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including Installation, Training, Commissioning, Insurance, and Delivery charges in the National Institute of Science Communication.

We enclose herewith the complete Financial Bid as required by you. This includes:

Bid Letter Price Schedule Statement of deviations from financial terms and conditions Price schedule for post Warranty AMC Charges (without parts)

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

Of

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of ______ 2008 Signature of Bidder

Details of enclosures Full Address:
Telephone No.
Telegraphic Address:
Fax No.
E-mail:

COMPANY SEAL

ANNEXURE IV (FINANCIAL BID) Estimated Quantity and Financial Bid Analyses

	tem Jame	Qty.	Manufacturer	Model Name & Version	Compliance to suggested Tech Spec.	Total cost in Indian Rupees/ (inclusive of all other charges) basic cost and chargeable rate of taxes(with amount) may be indicated separately. (for Indigenous	Total cost F O B in Foreign Currency (for Imported Machine)
1 1 40	Colour	3 One	4	5	6	machines)	8
St fe of Pi	Colour heet- ed ffset rtng Aach- ne	One					

^{*} Attach sheet giving detailed technical specifications & deviations for the suggested systems

NOTE

- (i) For Financial bid comparison total value in Col. No. 7 for Indian machine & 8 for imported machine shall be the basis.
- (ii) Actual payment shall be computed on the basis of value for Items at Sr. No. 7 for Indian machine & 8 for imported machine shall be the basis.
- (iii) Any error in the Table of any bidder is liable to be out rightly rejected.
- (iv) The price quoted should be inclusive of all charges including all applicable taxes, Octroi, freight & handling charges, training, installation and all other miscellaneous expenses for Indian machines and FOB price including installation and training for Imported machine.

Name: Place: Date: Seal

ANNEXURE – V (FINANCIAL BID)

STATEMENT OF FINANCIAL DEVIATIONS

Dear Sir,

Following are the Financial deviations(s) and variation(s) from the exceptions to the specifications and documents for the Bid document. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Statement of deviation(s) and variation(s)

(Signature of the bidder)	
Name: Place: Date: Seal	

ANNEXURE - VI

(FINANCIAL BID) PRICE SCHEDULE FOR POST WARRANTY ANNUAL MAINTENANCE CHARGES

S.No	Description of items	Qty	Annual Charges		Total charges for years	
			Rs.(in figures)	Rs. (in words)	Rs. in figures	Rs. in words
	4 Colour Sheet Fed Offset Printing Machine	1		words)	Ingures	words

(Signature of the bidder)	
Name: Place: Date: Seal:	

ANNEXURE-VII

PERFORMANCE SECURITY FORM

To:	(Name of Purchaser)
Whereas	(Name of Supplier)
	the "Supplier" has undertaken, in pursuance of Contract
	dated
	(Description of Goods and Services)
hereinafter called "	the order".
you with a Bank	it has been stipulated by you in the said order that the Supplier shall furnish Guarantee by a recognized bank for the sum specified therein as security for supplier's performance obligations in accordance with the order.
AND WHEREAS	we have agreed to give the Supplier a Guarantee:
	E hereby affirm that we are Guarantors and responsible to you, on behalf o
the Supplies, up t	o a total of(Amount of the Guarantee in Word
_	we undertake to pay you, upon your first written demand declaring the
	lefault under the order and without cavil or argument, any sum or sums within
	(Amount of Guarantee) as aforesaid, without you
needing to prove of	or to show grounds or reasons for your demand or the sum specified therein.
The guarantee is	valid until theday of20
Signature and Sea	l of Guarantors
•••••	••••••
•••••	
TD /	
Date	
Address	
•••••	
•••••	•••••••
All correspondence	e with reference to this guarantee shall be made at the following address:
	•••••••••••••••••••••••••••••••••••••••
(Name & address	of the Lab)

ANNEXURE-VIII

BID SECURITY FORM (EMD)

dated	1
of	ALL PEOPLE by these presents that WE
	If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
	If the Bidder, having been notified of the acceptance of its bid by the Purchase during the period of bid validity:
((a) fails or refuses to execute the Contract Form if required; or
((b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
demand the Pur	dertake to pay the Purchaser up to the above amount upon receipt of its first written I, without the Purchaser having to substantiate its demand, provided that in its demand chaser will note that the amount claimed by it is due to it, owing to the occurrence of one of the two conditions, specifying the occurred condition or conditions.
	arantee shall remain in force up to and including forty five (45) days after the period of validity, and any demand in respect thereof should reach the Bank not later than the ate.
	(Signature of the Bank)

¹Name of Bidder

ANNEXURE – IX

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS & CONDITIONS

Tender No. NISCAIR/SP/2008/22/03 Due Date : 03rd March,2008

(upto 2.30 PM)

NOTE:

1. Quotation will not be considered without submission of this format.

- 2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
- 3. Kindly see the relevant terms & conditions of the tender document as mentioned in Col. No. 3 in each question before replying to the questions mentioned in Col. 2 below).

S. N.	Terms & condition of Tender document	Relevant Clause No. of the tender terms & conditions of the tender	Whether acceptable (say 'Yes or 'No') (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4	5
1.	a) Whether quotation is direct from Principal supplier/ manufacturer or their own office in India? (Please specify)	Section -1		
	b) Whether quotation is being submitted by Indian Agent? c) Whether the agent is	Section - 1		
	registered with DGS&D?			
2	a) Whether the Technocommercial and price bids (for two bid tender system only) have been kept in separate envelops duly marked with "Technocommercial Bid" and "Price Bids" respectively?	Section - 1		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes?	Tender Document Page No. 5		

3.	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions?	Condition No ii)	
4	a) Whether the required EMD is being submitted with the quotation? b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date and amount of EMD documents)?	Terms & Conditions No ii) Terms & condition No. ii)	
5	a) If the prices are on FOR up to lab basis or FOB gateway airport basis, pl. specify b) Whether specific a,ounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms?	Condition No xxviii) Condition No x)	
6	Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation?	Condition No v)	
7	a) Whether the Price reasonability Certificate is submitted with quotation? b) Whether copies of last two supply orders of the sa,e item from other customer have been attached with the quotation?		

		T	1
	c) If there is any difference in		
	prices of last two orders &		
	those quoted to us. If yes,		
	please give reasons for the		
	same?		
	d) Whether supplied in CSIR		
	Labs?		
8	Whether rates/amount of		
	AMC after the warranty		
	period is over has been		
	mentioned?		
9	Have you gone through the		
	specification Clause &		
	complied with the same?		
10	Whether the Make/Brand,		
	Model number and name of		
	manufacturer has been		
	mentioned in the quotation		
	and Printed technical		
	literature/leaflets of quoted		
	items have been submitted?		
11	Whether compliance		
	statement of specifications		
	has been attached with the		
	quotation?		
12	a) Whether the delivery		
	period for supply of the items		
	has been mentioned?		
	b) Whether mode of delivery		
	& tentative size & weight of		
	the consignment has also		
	been indicated?		
13	Do you agree to the		
	submission of Performance		
	Bank Guarantee/Standby L/C		
	and have you mentioned in		
	your quotation about this?		
14	a) Do you agree with the	 	
	payment terms for		
	indigenous supplies?		
	b) Have you given option		
	about payment terms for		
	imports payment?	 	
	imports payment?		

15	Do you agree about the date		
	of commencement of		
	warranty period & its		
	extension is necessary?		
16	a) Who will		
	install/commission and		
	demonstrate the equipment at		
	lab? FREE OF COST		
	b) Will you be able to do it		
	within a month?		
17	Have you mentioned the		
	validity period of the		
	quotation as per our		
	requirements?		
18	a) Whether all the pages have		
	been page numbered?		
	b) Whether quotation has		
	been signed and designation		
	& name of signatory		
	mentioned?		
19	Do you agree to settle the		
	issue through the sole		
	arbitration of the DG, CSIR		
	or his nominee?		

Signatures of the authorized signatory	
Name of the Signatory	
Designation	
Name & Seal of the quoting party	
• • •	
Dated:	