

GOVERNMENT OF MADHYA PRADESH

NIT No. 45
28/11/15



OFFICE OF THE
CONTROLLER, GOVT. PRINTING AND STATIONERY,
Arera Hills, Maida Mill Road,
MADHYA PRADESH, BHOPAL - 462 011
0755-2551069

TECHNICAL AND COMMERCIAL

E-TENDER DOCUMENT

Envelope-A (Technical Tender) & Envelope-B (Commercial Tender)

FOR THE SUPPLY OF
THERMAL CTP (COMPUTER TO PLATE WITH PROCESSOR)
TO THE

GOVERNMENT CENTRAL PRESS AT BHOPAL

FOR THE YEAR
2015-2016

**OFFICE OF THE CONTROLLER
GOVT. PRINTING AND STATIONERY, M.P. BHOPAL**

No. GB-IV/Machinery /(16)/2015-16/3360

Bhopal, Dated 27-11-2015

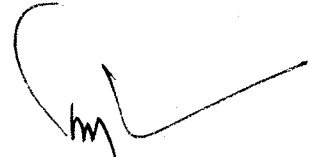
TENDER NOTICE

Online Bidding go through <https://mpeproc.gov.in> and sealed Technical & Commercial (separately) E-Tenders are invited as per Key Dates from the manufacturers or their Agent/Aurthorised dealers for the supply of **THERMAL CTP (COMPUTER TO PLATE WITH PROCESSOR)**.

2. Tender Document and agreement details of Tender are available at web site www.govtpressmp.nic.in

3. In all respects Hard copy of E-Tender documents must be received at the Office of the undersigned as per Key-Dates. Envelope "A" Hard copy of technical tender will be opened ONLINE at 3.30 P.M. on 11.12.2015 as per Key-Dates in the office of the undersigned in the presence of such tenderers or their authorised representatives.

4. All corrigendum/amendments/changes, if any will only be issued and made available on <https://mpeproc.gov.in>. & www.Govt.pressmp.nic.in

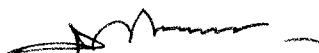


(SANJEEV SINGH)
Controller,
Govt. Printing and Stationery,
M.P. Bhopal.



Key Dates and Time

1. Bid document downloading end date : 12.00 PM on 11.12.2015
2. Bid closing & last date & time for submission on online Bids : 2.00 PM on 11.12.2015
3. Last Date & time for submission of Hard Copy of technical Bids. : 3.00 PM on 11.12.2015
4. Date of Opening of Technical Bids and Hard Copy of Tehnical Bids : 3.30 PM on 11.12.2015
5. Online Opening of the Commercial Bids : 4.30 PM on 11.12.2015



E-TENDERING PROCESS

1. Registration of Bidders on e-Procurement System :

All the manufacturers or their Agents/Authorised Dealers, who are interested in participating in the tender called by Controller, Govt. Printing & Stationery Deptt., M.P., Bhopal are required to register on the e-Procurement System on the website <https://mpeproc.gov.in> in order to participate in tenders processed by Govt. Printing & Stationery Deptt., using the e-Procurement System of IT Department

2. Digital Certificates :

2.1 Digital Certificates

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the bidder submitting the bid online. The Bidders may obtain Class III Digital Certificate issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India. A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Please note that it may take upto 7 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain them at the earliest

2.2 The Bidders may obtain more information and the Application Forms required to be submitted for the issuance of Digital Certificate from the e-Procurement IT Department, Arera Hills, Bhopal.

2.3 E-tendering Helpdesk & Digital Signature assistance at TCS, Bhopal Tel. No. 18002588684, 18002588684

Important Note:

(i) Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the digital certificate that is used to encrypt the data during the ONLINE BID PREPARATION.

(ii) In case, during the process of a particular tender, the Bidder losses his digital certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc); he may not be able to submit its bid online.

Hence, the Bidders are advised to keep their digital certificates in a safe place under proper security .



- (iii) The digital certificate issued to the authorized user of a partnership firm/private limited company / public limited company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.
- (iv) In case of partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of the partners of the firm.
- (v) In case of private limited company, public limited company, the Managing Director / any other person (having designated authority to authorize a specific individual) has to authorize a specific individual through authority letter.
- (vi) Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a digital certificate. The digital signature executed through the use of digital certificate of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the concerned firm to inform the certifying authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Set Up of Bidder Firm's Computer System :

In order for a Bidder to operate on the e-Procurement System, the computer system of the manufacturers or their Bidder is required to be set up for operating system, internet connectivity, utilities, fonts, etc. A help file on setting up of the computer system can be obtained from e-Procurement Cell. (M/s TCS LTD. 5th Floor, Corporate Block, DB Mall, Bhopal)

4. Publishing of N.I.T.:

For the tenders processed using the e-Procurement System, only a brief advertisement related to the tender shall be published in the newspapers and the detailed notice and terms and conditions of tender shall be published only on the **e-Procurement System**. Bidders can view the detailed notice, terms & conditions of tender document and the time schedule for all the tenders processed using the e-Procurement System on the website <https://mpeproc.gov.in>

5. Key Dates & Time :

The Bidders are strictly advised to follow the time schedule (**Key Dates**) & Time of the tender for their side for tasks and responsibilities to participate in the tender, as all the stages of each tender are locked before the start time and date and after the end time and date for the relevant stage of the tender as set by the concerned department official.

6. **Downloading of the Tender Documents:**

The tender documents can be downloaded online from the website <https://mpeproc.gov.in>

All the Bidders are required to register on the e-Procurement System of IT Department of Madhya Pradesh website <https://mpeproc.gov.in> in order to participate in tenders processed by Controller, Printing & Stationery, M.P., Bhopal.

7. **Payment for registration on E-tendering portal :**

The registration fee Rs.562/- with service tax @ 14 % is to be paid Online by Credit Card, Debit Card, Net-Banking , TCS & Andares System Ltd. Once Agent/Authorised Dealers is registered on the portal, It has no need to pay Registration fee in subsequent participation.

8. **Payment of tender document fee :**

8.1 Although the tender document can be downloaded from the website <https://mpeproc.gov.in> the bidder has to pay a sum of Rs. 5,250/- (Rupees Five Thousand Two Hundred Fifty only) towards tender document fee by way of Demand Draft in favour of Controller, Govt. Printing & Stationery, M.P., Bhopal payable at Bhopal. This Demand Draft shall invariably be submitted with technical bid form and kept in Envelope A.

8.2 Non submission of Demand Draft of requisite amount, shall result in rejection of tender.

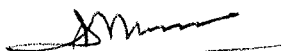
8.3 The manufacturers or their Agents/Authorised Dealers has to upload scanned copy of Tender document Fee instrument along with the reference details in the relevant field during online bidding.

9. **Preparation of Bids and Submission of Online Bids by the Bidders :**

The manufacturers or their Agents/Authorised Dealers has to prepare its bids online, encrypt their bid data in the bid forms and submit documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tender after signing of the same by the digital signature of their authorized representative.

10. **Submission of Earnest Money Deposit:**

The manufacturers or their Agents/Authorised Dealers shall submit their Earnest Money Deposit as usual in a physically sealed Earnest Money Deposit envelope along with technical bid envelope and the same should



reach the concerned Office as stated in the Notice Inviting Tender and key dates.

The manufacturers or their Agents/Authorised Dealers has to upload scanned copy of Earnest Money Deposit instrument along with the reference details in the relevant field during online bidding.


11. Opening of Tenders:

The concerned department official receiving the tenders or his duly authorized person shall first open the online Tender Fee & Earnest Money Deposit envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit uploaded by the Bidders. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the Bidders if any, as required. In case, the requirements are incomplete in Technical Bid then the commercial Bid and other envelopes of the concerned bidder received online shall not be opened.

The concerned person shall then open the other envelopes submitted online by the bidders in the presence of the authorized representatives who choose to remain present at the time of opening as per key dates.

For any further queries, manufacturing firms or their authorised dealers/representative may kindly contact :

1. Mr. Vilas Manthanwar, Nodal Officer.—Dy. Controller, Govt. Printing & Stationery, M.P., Bhopal, Tel. No. 0755 - 2551069 / 2550931, Mob. : 09479596499.
2. E-tendering Helpdesk & Digital Signature assistance at MPSEDC: Tel. No.18002588684



PART-I
To be filled by the Tenderer

TENDER

Subject.— ONLINE BIDDING AND HARD COPY OF THE SAME INVITED FOR SUPPLY OF **THERMAL CTP (COMPUTER TO PLATE WITH PROCESSOR) FOR THE YEAR 2015-16**

From

.....
.....
.....

To,

The Controller,
Govt. Printing and Stationery,
M. P., Bhopal.

Ref.—Your advertisement No. G.B./IV/Machinery(16)/2015-16/3360 dated 27-11-2015

It is stated that I/We have carefully read and understood all the terms and conditions of the tender and also those contained in the draft Agreement to be executed by the successful tenderers.

2. I/We agree to abide by all the conditions mentioned in the Tender Notice No. G.B./IV/Machinery(16)/2015-16/3360 dated 27-11-2015 issued by the Controller, Govt. Printing and Stationery, Madhya Pradesh, Bhopal and also those given in this Tender Form signed by me/us in token of acceptance of the terms mentioned therein.

3. I/We agree to supply the Online Tender for **THERMAL CTP (COMPUTER TO PLATE WITH PROCESSOR)** on the rates quoted by me/us against each item on the terms and conditions as stipulated in this tender form without imposing any counter conditions.

4. Goods will be delivered in full within the period as will be mentioned in the supply order by the Controller, Govt. Printing and Stationery, Madhya Pradesh, Bhopal. An order marked URGENT will be completed in full within a fortnight from the date of receipt of the same.

5. I/We agree to record the following Sales Tax/Excise Duty Certificate duly signed by me/us under the seal of my/our firm/company on each bill to be sent to the consignee concerned :—

"It is certified that the amount being charged in this bill as (i) * excise duty/duties has/have actually been paid by me/us to the Government and (ii) * sales tax has actually been paid/ is payable by me/us to Government. In case of any excess amount is charged in this behalf I/We shall not only be liable to refund the excess amount so charged in full to the Controller, Govt. Printing and Stationery, Madhya Pradesh, Bhopal

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but shall also be liable for any legal action that may be taken against me/us in this behalf".

6. (A) Our Sales Tax Registration No. isDated

(B) Our Sales Tax Clearance Certificate No.Dated. is enclosed.

(C) The Address of the Sales Tax Officer is

(D) Excise Dated is enclosed.

7. I/We agree and to submit the tender in the manner prescribed and as per the eligibility criterion laid down for the purpose and I, agree that if there is any omission, lapse or lacunae or deficiency in the eligibility, my tender is likely to be not considered.


* Strike out whichever is not applicable. Seal

8. The Hard Copy of Tender is to be submitted in two covers. Technical Tender (Envelope 'A') is contains eligibility document and Commercial Tender (Envelope 'B') Rate bid (In prescribed Tender Form). The Commercial Should be quoted online.

(a) TECHNICAL TENDER (Envelope 'A')—The following Hard Copy of letter/documents are submitted herewith in a sealed envelope superscribed thereon. TECHNICAL TENDER (Envelope 'A') Eligibility documents.

Minimum Requirement to qualify the Tender :

1. For Tender Document Cost the Demand Draft of Rs. 5,250/- of any Nationalised or Scheduled Bank in favour of the Controller, Govt. Printing & Stationery, M.P. Bhopal.
2. Earnest Money Tender Deposit Rs.50.000/- may be in shape of FDR valid for 12 months in favour of the Controller, Govt. Printing & Stationery, M.P. Bhopal.
No. Dated
3. Experience to produce machine of the required category for 10 years supported by registration with relevant authority.
4. Assurance letter to supply the spare parts & service engineer for at least 10 years.
5. Valid Sales Tax Clearance Certificate issued by the Sales Tax Officer for last financial year.
6. Excise Clearance Certificate issued by the Competent Authority for last financial year.
7. List of users for quoted machine.
8. Technical literature of quoted machine must be written on the literature/brochure
9. Letter of authority issued by the manufacturer of machine (In case tender is submitted by Agent/Authorised Dealer of the manufacturer of the machine).
10. An affirmation to the effect that the machine to be supplied will not be rebuilt, reassembled or renovated machine and the state of technology of the machine.
11. Copy of valid Registration Certificate under State/Central/Commercial Sales Act.



12. Any another relevant document related to tender.

Yours faithfully,

(Seal and Signature of the Tenderer)

(b) COMMERCIAL TENDER (Envelope 'B') Should be quoted online.—Rate bid in prescribed Tender Form.

Tender Enclosures No.

Yours faithfully,

(Seal and Signature of the Tenderer)

Name in Block Letters

Address

Telephone No.

(* Letter of Authority is to be given in the following form on the firm's own letter pad :—

LETTER OF AUTHORITY

Shri is partner/agent of our firm
..... and he is hereby authorised to sign all the documents such as Tender Form, Agreement and other relevant papers, etc., on behalf of the above firm.

The signature of Shri are attested below :—

Signature

Signature

Name in capital letters

designation of Authorised Signatory of the Tenderer

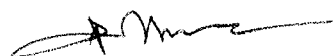
Seal of the firm

PART II

MACHINERY PURCHASE COMMITTEE

1. The Machinery Purchase Committee (hereinafter referred to as the "Committee") appointed by the Controller, Government Printing & Stationery, Madhya Pradesh, Bhopal shall—

- (a) scrutinise all the tenders and approve the required machinery and rates out of those submitted by the tenderers;
- (b) be the final or unappealable authority for the purpose of accepting or rejecting partially or wholly, any tender;



- (c) not be bound to accept the lowest or any tender or to assign any reason, whatsoever, for the non-acceptance of the whole or part thereof;
- (d) have the right to divide any article quoted, between two or more tenderers.

2. In case of difference of opinion as to the legal interpretation of any of the clauses of this Tender, the decision of the Committee shall be deemed as final and binding on the parties.

TERMS OF TENDER

(No tender shall be accepted if any of the terms laid hereunder is not fulfilled by the tenderer)

Tender shall be filled in eligibly, sealed in two separate covers as under,—

1. Interested Eligible Bidders may obtain the tender Document ONLINE only from portal <https://mpeproc.gov.in>

2. The Bid shall be submitted online in two sealed covers COVER -A Technical Bid & COVER-B Commercial Bid. The hard copy of same that is TECHNICAL BID FORM) in physical form & Printout of Online Commercial Bid with seal & signature of Authorised Signatory shall also be submitted by the bidder in two sealed covers Superscribed with words COVER A TECHNICAL BID for the supply of **THERMAL CTP (COMPUTER TO PLATE WITH PROCESSOR) FOR THE YEAR 2015-16**

Aforesaid Sealed covers of hard copy (i.e. technical bid form in physical form and print out of online commercial bid with seal and signature of authorised signatory) must be received in the Office of the Controller, Printing & Stationery, M.P., Arera Hills, Bhopal. The bidder shall be solely responsible for consequence of delay, in delivery of documents by the postal authorities.

3. TECHNICAL BID in cover A, as the case may be and commercial bid, in Cover B, must be submitted online and hard copies as per key dates and time. Rates should be quoted in Commercial Bid only. Bid received after the deadline for submission of bids, shall not be considered and rejected summarily.

4. The authorised signatory of bidder shall sign every page of the hard copy of Technical Bid and print out of Commercial bid with date and seal of the Firm.

5. Online and hard copies of TECHNICAL BIDS of all the tenders received as per key dates and time, shall be opened in the presence of bidder or one authorized representative of that bidder, who may wish to remain present during the opening of the Technical Bids in the Office of the Controller, Printing & Stationery, M.P., Arera Hills, Bhopal as per key date and time.

- 6 (a) The Machinery Purchase Committee shall cause to examine and evaluate the TECHNICAL BIDS submitted by the bidders and decision of Machinery Purchase Committee regarding qualification or disqualification of any technical bid shall be final and binding on the bidder.
- 6 (b) If there is any discrepancy or difference arises in group number(s) of tender submitted online with the physical document, then information submitted online shall only be taken into consideration.
7. The Online COMMERCIAL BID of those bidders who qualify in online technical bid under the terms and conditions of tender document, shall only be opened ONLINE.

8. TECHNICAL BID

Envelope (A) to be submitted online and in hard copy.

- (a) Bidders are required to submit their technical bid online, and are also required to upload scanned copies of documents online.
- (b) For Tender Document Cost the Demand Draft of Rs. 5,250/- of any Nationalised or Scheduled Bank in favour of the Controller, Govt. Printing & Stationery, M.P. Bhopal.
- (c) Earnest Money Tender Deposit Rs 50,000/- may be in shape of FDR (12 months validity) in favour of the Controller, Govt. Printing & Stationery, M.P. Bhopal.
No. Dated
- (d) Experience to produce machine of the required category for 10 years supported by registration with relevant Authority
- (e) Assurance Letter to supply the spare Parts & service engineer for at least 10 years
- (f) Certified copy of valid Sale Tax Clearance Certificate issued by the Sales Tax Officer.
- (g) Excise Clearance Certificate issued by the Competent Authority for last Financial year
- (h) Technical literature of quoted machine.
- (i) List of users for Quoted Machine.
- (j) Complete illustrated and descriptive technical details, original drawing of mechanical & electrical must be enclosed along with the supply of the machine. Salient features and details of consumables etc. in respect of each item offered should necessarily be furnished with the tender, in the form of a

brochure or a duly signed declaration without which the offers will not be considered.

- (k) Letter of authority issued by the manufacturer of machine (In case tender is submitted by Agent/Authorised Dealer of the manufacturer of the machine).
- (l) An affirmation to the effect that the machines to be supplied will not be rebuilt, reassembled or renovated machines and the state of technology of the machines.
- (m) Copy of valid Registration Certificate under State/Central/Commercial Sales Act.
- (n) The date of patent of the design and year of manufacture of the machine will have to be noted in the tender form. Preference will be for machine of latest technology.

9. **COMMERCIAL BID**

The Commercial Bid shall contain the financial offer. The Commercial Bid shall be filled Online & in printout of the same.

The Envelope 'B', containing the hard copy of commercial bid (printout of online commercial bid) will only be opened if required and decided by the Controller, in the presence of the bidders.

Rates to be quoted for delivery upto Govt. Press premises, inclusive of installation and commissioning of the machine & AMC (with spares) Cost for 5 years. Any damage during transportation, installation and commissioning will be the responsibility of the supplier.

Rates will be inclusive of all taxes and levy. (Entry Tax, Octroi etc. inclusive).

10. **TENDER DOCUMENT :**

The Bidder is expected to read carefully all instructions, Terms & Conditions, Tender Form, Appendix to Tender Document, Agreement Format, Specifications, Annexures Schedules in the Tender Document. Failure to comply with the requirements of the Bid submission shall strictly be at the Bidder's risk. Bids which are not substantially responsive to the requirements of the Bid Documents, shall be rejected without assigning any reason to the Bidder

11. **ELIGIBILITY AND QUALIFICATION REQUIREMENTS**

A tender/bid shall not be considered valid if :

- (i) it is not received on or before the date and time or at the place prescribed as per key dates and time;

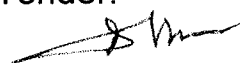
- (ii) it is not submitted in the prescribed e-tender format of IT Department Web Portal <https://.mpeproc.gov.in>.
- (iii) if the bidder does not successfully submit the online Technical bid and Commercial bid and/or also does not submit hard copies of technical bid as well as commercial bid as per key dates and procedure mentioned in tender document.
- (iv) it is submitted without the prescribed amount of EMD.
- (v) the earnest money is made in any other form than those stated in the tender document.
- (vi) a bidder submits more than one bid or authorizes more than one person for the submission of tender on his behalf;
- (vii) authorization for submission of bid on behalf of bidder firm is not submitted in the form duly notarized power of attorney;
- (viii) Either tender document has not accompanied the cost of downloaded tender document in the manner prescribed.
- (ix) Every page of hard copies of technical bid and printout of commercial bid have not been signed with date by the same authorized person and seal of the firm is not affixed thereon;
- (x) the tender is conditional and inconsistent with the terms and conditions of the Tender Document;
- (xi) the documents mentioned in clause 10 have not been submitted along with the technical bid.

(xii) CANVASSING IN ANY FORM SHALL RESULT IN REJECTION OF THE BID. After submission of bid no communication from the bidder to clarify, explain, supplement the bid shall be entertained in any form either oral or in writing. Such communication shall be strictly treated as canvassing

12. The process of interpretation, evaluation and comparison of bids and recommendations concerning the award of the contract shall not be disclosed in any condition to any bidder or any other person.

13. **EARNEST MONEY :**

- (i) The scanned copy of EMD should be submitted with online technical bid.
- (ii) The hard copy of technical bid shall be accompanied with EMD.
- (iii) Earnest money of the unsuccessful bidders will be returned after finalization of the Tender.



- (iv) The earnest money of the successful bidders may be adjusted against the Security Deposit at the time of execution of the agreement, on the request of bidder, to do so in writing.
- (v) The Earnest Money shall be forfeited if the bid is withdrawn within validity period.
- (vi) The Earnest Money is liable to be forfeited if any of the following condition arise :-
 - (a) the successful bidder fails to furnish Security Deposit within 7 (Seven) days from the issue of the letter of acceptance;
 - (b) the successful bidder who is not registered with the IT Department fails to get himself registered with the IT Department within ten days from the date of issuance of letter of acceptance;
 - (c) the successful bidder fails to execute an agreement within 7 days from the date of issuance of letter of acceptance.
- (viii) No interest shall be paid on Earnest Money Deposit.


14. **VALIDITY :**

Tenderer shall have to keep his offer open for the Financial Year 2015-16 and shall further continue to keep in force during the period of contract such of his quoted rates as shall be approved by the Machinery Purchase Committee. The rates once approved shall not be increased for any reason or under any circumstances such as variation of exchange rates or increase in cost of product or increase in transportation etc. No claim will be entertained for revision to a higher quantity slab, higher production/clearance slab of excise levy although payable by the manufacturer. The Controller may accept revision in price only in the event of any revision to the basic rate of excise duty, as applicable on the date of agreement, effected by the Govt. of India. A certificate regarding deposit of enhanced excise levy shall have to be furnished by the manufacturer/supplier.

15. **SECURITY DEPOSIT :**

Successful tenderers shall execute an agreement within 7 days from the date of receipt of acceptance of rates and shall have to deposit a security of 10% of cost of machine of supply order valid for 12 months in the form of Fixed Deposit Receipt or Bank Guarantee of any Nationalised or Scheduled Bank and concurred by RBI valid for 12 months in favour of the Controller, Government Printing & Stationery, M.P., Bhopal.

16. Controller, Government Printing and Stationery, M. P., Bhopal shall have absolute right to cancel purchase of any item or to reduce quantity.



17. The date of patent of the design and year of manufacture of the machine will have to be noted in the tender form. Preference will be for machines of latest technology.
18. For machines which are not offered from ready stock it shall be the responsibility of the tenderer to procure by himself the necessary Import Licence, if necessary. It has to be affirmed on the tender form that the offer is from ready stock or not, or the time to be taken should not exceed more than 15 Days
19. Machines tendered should be delivered at the premises of the Government Press situated at Bhopal erected and handed over to the Officer-in-charge of the Government Press, in satisfactory working condition. Unloading charges will have to be borne by the Tenderer/Supplier.
20. The Controller is not bound to accept the lowest or any tender and reserves the right to accept any tender in whole or in part and Controller shall have the right to accept or reject any tender without assigning any reason.
21. **PAYMENT :-**

Eighty percent (80%) payment of the value of the supply will be made to the tenderer upon delivery of the machine if it is found as per purchase order and in good condition at destination and complete Installation, Commissioning of the machine and handing over the machine in satisfactory working condition and the balance 20% after one month of satisfactory Trail run & 30 Days Training of workers.
22. The submission of a tender shall be deemed to be an acceptance by the tenderer of all the terms and conditions provided in the tender form and no counter terms will be accepted. Any conditions given by the tenderer shall be deemed to have withdrawn.
23. No advance payment will be made and documents for goods despatched sent through bank shall not be accepted.
24. Tender which does not comply with any of the conditions is liable to rejection.
25. As per rule Madhya Pradesh Vanijyik Kar / VAT / Entry Tax shall be deducted at source wherever applicable.
26. If the approved tenderer fails to supply required machine, then Controller shall be at liberty to either re-tender or purchase such machine for next valid tenderer. In such condition the security deposit of defaulter tenderer shall be forfeited and loss incurred to Government shall be recoverable from him as arrear of Land Revenue.

27. All taxes including Entry Tax, Octroi etc. will be borne by the tenderer/supplier.



(Sanjeev Singh)
Controller,
Government Printing and Stationery,
M. P. Bhopal.



PART IV

FORM OF CONTRACT

I/We hereby declare that I/We under the contract to supply the Printing Machines shall abide by all the terms mentioned in the Tender Form and conditions of contract laid hereunder :—

Conditions of Contract

1. This contract is for the period from to 31st March 2016 or maximum 6 months from the date of commencement of agreement for supply of articles mentioned in Part V enclosed. Controller, Printing & Stationery will have power to extend the period of agreement.

2. This agreement is made this day of between the Governor of Madhya Pradesh acting through the Controller, Government Printing and Stationery, Madhya Pradesh, Bhopal (hereinafter called the Competent Authority which expression shall where the context so admits include his successor in the office) of the one part and M/s (hereinafter called the "Contractor" which expression shall where the context so admits includes his heirs and successors) of the other part.

3. Whereas the Competent Authority has accepted the offer of the Contractor made in their tender Offer No. for supplying the Printing and allied machine(s) as per specification(s) and at the price mentioned in the schedule attached thereto and forming part of this contract, and has decided to entrust to the contractor the work of supplying the aforesaid machine(s) not later than as per supply order from the competent authority as per specifications and price given in the Part-V subject to the terms and conditions hereinafter appearing;

And whereas, the contractor has agreed to supply the said machine(s) to the competent authority subject to the said terms and conditions.

Not therefore this Agreement witnesses and is hereby agreed to as follows :—

3. (a) **Security Deposit.**—(a) The successful tenderer (hereinafter called the contractor, which expression shall include, where the context so admits, his heirs, executors and successors) shall, within 7 Days of the receipt by him of the intimation in writing that his tender has been accepted in part or whole, deposit with the Controller, Govt. Printing and Stationery, Madhya Pradesh, Bhopal (hereinafter called the competent authority, which expression shall, where the context so admits, include his successors in office), as security for the due performance of the contract, a sum, amounting to Ten per cent. of the aggregate price payable under this contract for the articles agreed to be purchased less the amount of Rs. already deposited with the tender as Tender Deposit in any one of the forms given in clause 8(c) of the conditions of the tender terms of Tender (Part II). Bank Guarantee if permissible shall be



furnished by a Nationalised or Scheduled Bank approved by and concerned by Reserve Bank of India in the form of a letter of guarantee prescribed/approved by the Controller, Government Printing and Stationery, M. P., Bhopal provided such guarantee normally covers a period of 12 months in favour of the Controller, Govt. Printing & Stationery, M.P. Bhopal from the date of commencement of contract i. e. the date which the Contractor signs the Agreement. It is further provided that for any breach, non-fulfilment or non-performance of the Agreement during the period of contract, the Competent Authority shall have power to take action to enforce performance of the Agreement.

(b) In the event of deficiency in the value of the security deposit as a result of forfeiture, or for any other reasons, the contractor shall within seven days of receipt by him of a notice in that behalf, make up the deficiency.

4. Supply .—(a) The Contractor shall complete the supply of the machine(s) within 30 days after receipt of supply order from the Controller, Printing and Stationery, M.P., Bhopal as per specification(s) given in the Annexure-I. Controller shall have right to reduce or extend the period of delivery. The competent authority can increase the order upto fifty percent under this contract for supply of which extra time of 15 days will be allowed and the order can be in one lot or in parts as is deemed fit by the competent authority. The competent authority can also reduce the order upto 50% provided the order is for more than one machine.

(b) The competent authority shall not be bound to accept any machine supplied in excess of the quantity mentioned in supply order(s) and of other than the prescribed specifications. The machine not conforming to the prescribed specifications will be replaced by the Contractor within fifteen days after receipt of intimation by him in this behalf.

(c) In the event of any loss or any shortage in transit, the contractor shall be liable to make good such of the losses and shortages found on checking of the machine(s) by the consignee(s) from the date of receipt of intimation by the contractor in this behalf. The decision of the competent authority in such cases as well as in its/their rejection shall be final, conclusive and binding on the contractor.

(d) If the contractor fails to make supplies within the time specified in the supply order, or to make up the deficiency demanded or to replace the rejected machine (s) and/or material(s) within the prescribed time, the competent authority may at the cost and risk of the contractor purchase said machine(s) etc. from any other source after giving notice to the contractor and recover from the contractor any extra cost incurred in making such purchases above the contracted price or deduct the same from any sum payable to the contractor or from his security and tender deposits.

(e) If the contractor fails to remove the rejected machine(s) etc. the competent authority shall return them at the contractor's own cost and risk to his last known address and deduct the expenses incurred thereon from any of the sums payable to the contractor or from his security and tender deposits. The competent authority shall not be liable for any deficiency in or damage to the rejected machine(s) occasioned or occurring while they remain in or under his possession or control or in transit.



5. (A) **Payment.**— Eighty percent (80%) payment of the value of the supply will be made to the tenderer upon delivery of the machine if it is found as per purchase order and in good condition at destination and complete Installation, Commissioning of the machine and handing over the machine in satisfactory working condition. the balance 20% after one month of satisfactory Trail run & 30 Days Training of workers.

(B) Bankers Cheque/Bank Draft making charges, if any shall be borne by the supplier and the same amount will be deducted at the time of payment from Banker Cheque/Bank Draft.

(C) **As per rule Madhya Pradesh Vanijyik Kar / VAT / Entry Tax shall be deducted at source wherever applicable.**

6. **Price .**—Prices shall remain unchanged during the contract period i.e. upto 31st March, 2016 or 6 months from the date of commencement of agreement. The rate once approved by the Committee shall not be increased for any reason or under any circumstances such as variation of exchange rates or increase in cost of product or increase in transportation etc. Supplier will be bound to supply on the same rates as quoted in the tender. No claim will be entertained for revision to a higher quantity slab, higher production/clearance slab of excise levy although payable by the manufacturer. The Controller may accept revision in price, only in the event of any revision to the basic rate of excise duty, as applicable on the date of agreement, effected by the Govt. of India. A certificate regarding deposit of enhanced excise levy shall have to be furnished by the manufacturer/supplier.

7. **Free Service .**—The contractor will provide without extra charges and free service with repairs for a period of 12 months from the date of installation of the machine(s) for the defects, if any in the machine(s) at the respective place(s). Training for operating the machine shall be provided free of cost by the supplier.

8. **Operators Training :-** Minimum 30 days Training for operating the machine shall be provided Free of Cost by the supplier at his factory premises

9. **Warranty .**—All machines will carry factory warranty for a period of 12 months from the date of installation. During the period any part or parts found defective due to faulty materials or manufacture will be repaired or replaced by the supplier by the consignee(s) concerned freight pre-paid and duly insured. Return freight and insurance on such parts will be chargeable to the supplier. Warranty period can be extended for another year if machines is not found running satisfactory during warranty period.

10. **Penalty .**—Upon the breach of any of the terms of tender or conditions of this contract by the contractor at any time it shall be lawful on the part of the competent authority to forfeit the security and tender deposits wholly or partially or to impose such penalty as is deemed fit and recover the same from the security and tender deposits and may also cancel the contract but without prejudice to the right of the Governor to recover any further sum and damages, from any sum due to the contractor or otherwise and/or as arrears of land revenue. Penalty is liable to be imposed for non-supply of the machine(s) by the scheduled date @ 2% per week, remaining unsupplied for the first two



Weeks after which the supply order will be treated as cancelled for the remaining quantity, besides forfeiting security in full or part as the competent authority may deem fit.

11. Arbitration .—If the dispute arises between the parties hereto in respect of this contract or any of the provisions contained, herein or any other matter thereof except in respect of matter hereunder declared to be conclusive every such dispute shall be referred to the Principal Secretary to Government, Revenue Department, Madhya Pradesh, Bhopal for arbitration whose decision thereon shall be final, conclusive and binding on the parties and will be jurisdiction of Bhopal District Court.

12. This agreement shall be deemed to have been executed at Bhopal and subject to the laws in force in Madhya Pradesh State and no suit for any claim arising under this agreement should lie outside Bhopal.

13. The contractor shall bear the stamp duty to which the agreement be liable.

14. In witnesses whereof the parties whereto have signed this Agreement on the day and year respectively mentioned against the signatures.

Dated the


Witnesses :—

1. Signature of Contractor with Seal

2. Signature of the competent authority

Space for Adhesive
Stamp worth Rs. 100.00

Signature of the contractor to be attested by a Magistrate.



1. **Item No. 1**

THERMAL CTP (Computer to Plate with Processor)

2. (Description of required Machine :

Technical Specification:-

Imaging Technology	830 nm infrared Thermal Imaging Technology
Drum System	External Drum System
Size	33x39" (Onsite Upgradable)
Maximum/Minimum Plate size	838 mm x 990 mm/229mm x 270mm
Output Speed	20 Plates per hrs (Onsite Upgradable)
Resolution Repeatability	2400 dpi & above with 200 LPI output
Plate Thickness	0.15 mm to 0.3 mm
Accuracy	±20 microns between two imaged plates
Registration	± 25 microns
Plate loading/unloading System	Semi automatic
Work Flow	Based on PDF-RIP
Imposition Software	In built Layout templates that can be used again & again, supporting any binding & work styles
Plate Processor	The processor should be configures to process high quality thermal plates with a maximum plate width 860mm & minimum plate length 300mm. Along with chiller, feed & exit tables, drip trays & interface for plate setter
Supporting Equipment	UPS, Air Compressor with Drier, RO Water System required for proper functioning of CTP, Computer Server
Necessary for Installation & testing of thermal CTP	200 plates of 780 x 940 mm & 200 plates of 530 x 640mm size along with required chemical for processing the plates in the thermal CTP

FEATURES :

CTP Platform

1. CTP Platform should be compact, reliable, stable, easy maintenance & can give superior imaging quality. It can image plates as given upto 33" x 39" & can be field upgraded onsite with 8-page output with imaging plates of maximum size 30" x 44" ± 2" when needed screening. It shall be calibrate to through put any thermal plates available in the local market such as KODAK, TECHNOVA, FUJIFILM, HEIDELBERG etc.

Workflow

2. PDF-RIP Workflow for simple, automated operation from the desktop using Process Templates & Workflow Templates. Workflow system should provide Preflight (standard), Normalizing, Colour Management, Trapping functions & Optimizing of input PS, PDF & other file formats into a PDF/X Digital Master & High Resolution rendering of PDF files &

populated imposition job tickets in JDF & PJTF format. It should provide both direct connection to the output device & 1-bit TIFF output including OPI, CT/LW & TIFF/IT input & vector output.

Imposition Software

3. Imposition software should be as per industry standard for commercial imposition. Should have inbuilt Layout Templates that can be used again & again, supporting any binding & work styles. Impose jobs using existing templates from the library or customize & design your own. Step & repeat, Overlay pages & mix different page sizes & orientations all on a single press sheet. It may also allow import & use of custom marks & advanced scripting capabilities. The imposition software may run at a time from any workstation connected to the workflow system.

Quantity- 1 No. Bhopal

- 3. Offered Machine with latest specification, full detail specification, Make, Model No. etc.

- 4. Rate Quoted per Machine :

 - Basis Price :

 - Excise Duty

 - VAT

 - Other Charges

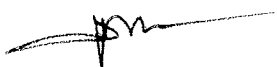
 - (A) Total Amount
 - (B) Optional Item for each Machine
 - (Please give the technical details, name of item and rates.)

- 5. Annual Maintenance Charges (After Warranty Period).

- 6. Sailer features of the machine in brief

- 7. Other Necessary Information:

 - (1) Please specify whether technical literature of the offered machine has been submitted along with tender form or not.



- (2) Please specify whether list of users of the offered machine is submitted or not.
 - (3) Please specify warranty period for the offered machine.
 - (4) (a) Name and addresses of the manufacturing unit.
(b) Is it self owned ?
 - (5) Whether your Firm is Dealer or Sub-Dealer Authorised Dealer? Please Submitt authority letter Form Manufacturing Company.
 - (6) Full Address of service Centres in M.P. and in India.
 - (7) Response time in case of any information for breakdown.
 - (8) Approximate delivery period required
 - (9) Please mention the operators training will be provided by the tenderer in manufacturing unit of the machine free of cost.
8. Required important information of offered machine (please furnish in column 9)

9. **Declaration :**

- 1. I/We hereby declare that I/We have not been black listed or debarred as supplier by any Government Agency, Semi-Government Organisation or Public Sector Undertalking.
- 2. I/We further declare that the machine for which we have offered the rates are genuinely new machine. They are not repaired or renovated.
- 3. We hereby declare that the details contained in the brochure and technical details appended hereto are correct and true.

Signature and Seal of the Tenderer.

(Name in Black Letters)

(Designation in Firm)

Name and Full Address of the Firm (Tenderer)

.....

Phone no.....
 Fax No.....

