

**National Competitive Bidding**

**Superintendent Government Press, Gulzarbagh, Patna  
Finance Department  
Government of Bihar**

Invites

**Re Tender Notice**

For

Supply and Installation of Press Machines and other equipments  
At Government Press, Gulzarbagh, Patna

**NIT No – 04/2016**

**Superintendent Government Press Gulzarbagh, Patna  
Finance Department  
Government of Bihar  
Old Secretariat Patna**

**Superintendent Government Press, Gulzarbagh, Patna**  
**Finance Department**  
**Government of Bihar**  
**Old Secretariat Patna**

Invites

**Re Tender Notice**

For

**Supply and Installation of Press Machines and other equipments**  
**At Government Press, Gulzarbagh, Patna**

NIT No – 04/2016

Date 17.12.2016

Government Press, Gulzarbagh is an organization under the Finance Department Government of Bihar. Superintendent Government Press, Gulzarbagh invites proposals under two bid system i.e. techno commercial & financial bid from reputed Company/ Firm/ Corporation for the supply installation and commissioning of Press Machines and related Equipments/ systems at Government Press Gulzarbagh, Patna.

1. The Machine /Equipment /System should be in accordance with the Technical Specifications contained in Part II of the Bidding Documents.
2. The Bidder should meet the following Eligibility Criteria in order to be eligible for participating in this IFB:
  1. Bidder should have valid CST/State VAT/PAN/CIN/TIN registration certificate and copies of the same duly attested shall be furnished.
  2. Bidder shall be a Registered Company/ Firm/ Corporation in India in the field of Press Machinery/ Project Engineering/ Procurement/ Execution.

3. Details of similar projects executed/ supply of Machinery and equipment and installation and commissioning during last three years as on the date for Bid submission along with completion certificates from each of the Owners of the commissioned projects including commissioned date and performance of the Machine/Equipment /System shall be submitted.
4. The valid test report of components issued by the approved/accredited test centers are to be submitted.
5. The Bidder shall submit the Test Certificate of Machine/Equipment /System/ accessories for and with which Test at certified and approved centers is conducted and confirm Certificate is issued.
6. Bidder should have average annual Turnover for not less than INR 2.5 Cr in the last three completed financial years. This must be individual company's turnover and not that of any group of companies/subsidiaries/partnership firms.
7. Bidder should have Net Worth of not less than INR 1.5 Cr at the close of the preceding Financial Year.
8. Bidder should submit Certificate in original from a Chartered Accountant Firm in proof of Bidder fulfilling the requirements of the Annual Turnover and the Net Worth specified above.
9. Bidder shall furnish Audited Annual Report (including Annual Statement of Accounts) for the preceding three completed Financial Years.
10. Bidder should not have been black listed by any Government Department, Organization, Agency, Authority or any Public Sector Undertaking owned by the Government during the last three years as on the date for Bid submission.
11. The bidder should be registered under Company Act 2013.
12. The bidder should have to open a registered office in BIHAR and should have registered under BIHAR vat rule/Act.
13. Not with standing anything stated above, Superintendent Government Press, Gulzarbagh reserves the right to assess the capabilities and capacity of the Bidder to perform the Contract, should the circumstances warrant such, assessment in the overall interest of Superintendent Government Press, Gulzarbagh.

### **3. Bid Information**

<b>Sl. No.</b>	<b>Activity</b>	<b>Duration</b>
1.	Start date of Sale Tender documents	From 02.01.2017 (10:00 Hrs.) To 25.01.2017 (13:00 Hrs.)
2	Cost of Bidding Document	1. INR 15000.00 to be paid through Demand Draft (DD) in favor of) Superintendent Government Press Gulzarbagh Finance Department Patna.
3.	Date/Time for submission of offer /Bid	25.01.2017 up to 13.00 Hrs.

4.	Date & time for opening of Technical Bid	25.01.2017 at 15:30 Hrs.
5.	Validity of Bid	180 days from the date of opening of Techno- Commercial Bid.
6.	Bid Security (EMD)	INR 1000000 (INR Ten Lakh only) in form of a DD/BG from any Scheduled Commercial Bank/As per 1.7.1 of instruction to Bidder of Section 1.
7.	Date time and place of opening of Financial Bid	To be informed during the opening of Technical Bid

(I) Superintendent Government Press Gulzarbagh will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.

(II) The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action..

(III) Validity of bid shall be 180 days from the date of opening of tender.

(IV) Earnest money in shape of DD from a scheduled commercial shall be submitted in favor of Superintendent Government Press Gulzarbagh .

(V) In exceptional circumstances, the competent authority, Superintendent Government Press Gulzarbagh may solicit the Bidder's consent to an extension of the period of validity.

(VI) Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

(VII) **Corrigendum/ Addendum, if any, will be published on the website itself.**

**Note** – The details tender document can be downloaded from website [www.prdbihar.gov.in/](http://www.prdbihar.gov.in/) [www.finance.bih.nic.in](http://www.finance.bih.nic.in).

**Superintendent  
Government Press Gulzarbagh**

## Table of Contents

Section	Particulars
Section 1	Instructions to Bidders
Section 2	Bids Evaluation Procedure
Section 3	General Conditions of Contract
Section 4	Technical Specifications
	<b>Formats for Submitting RFP and Checklist</b>

### SECTION - 1 INSTRUCTIONS TO BIDDERS

#### 1.1 Examination and Understanding of Bidding Documents

Government Press, Gulzarbagh is an organization under the Finance Department Government of Bihar. Superintendent Government Press, Gulzarbagh invites Proposals from reputed Company/ Firm/ Corporation for the supply installation and commissioning of Press Machines and related Equipments/ Systems at Government Press, Gulzarbagh, Patna.

1.1.1 The Bidder is advised to read carefully all instructions and conditions appearing in the Bidding Documents and understand them fully. All information required as per the Bidding Documents must be furnished. Failure to provide the information as required may render the Bids non-responsive to the Bidding Documents.

1.1.2 The Bidder shall be deemed to have examined the Bidding Documents, to have obtained its own information in all matters whatsoever that might affect the carrying out of the works and to have satisfied himself to the sufficiency of its Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works it has to complete in accordance with the Bidding Documents irrespective of any defects, omissions or errors that may be found in the Bidding Documents.

#### 1.2 Scope of Work

- i. Supply, installation, erection, testing, commissioning of press Machines/ Equipments/ Systems at Government Press Gulzarbagh, Patna along with warranty and comprehensive maintenance contract for a period of five (5).
- ii. All the expenditure to be incurred for the Maintenance of the Machine /Equipment /System for the period of five years from the date of commissioning shall be borne by the supplier.
- iii. The Maintenance of the Machine /Equipment /System for the period shall cover the tools and tackles, spare parts, and any comprehensive maintenance contract required to be entered for any of the accessories or systems. Rates quoted should be firm and fixed. No price variation and escalation will be allowed.

- iv. Machines/Equipments/Systems must be guaranteed against any manufacturing/ design/ installation defects for a minimum period of 5 years.
- v. During the guarantee Period Superintendent Government Press, Gulzarbagh will have all the rights to cross check the performance of Machine /Equipment /System. Superintendent Government Press, Gulzarbagh may carry out the frequent inspections of the installed Machine /Equipment /System and randomly pick up its components to get them tested at any Govt. approved test center. If during such tests any part is not found as per the specified technical parameters, Superintendent Government Press, Gulzarbagh will take the necessary action. The decision of Superintendent Government Press, Gulzarbagh in this regard will be final and binding on the Bidder.
- vi. No price escalation on account of any change in statutory provisions, such as IT, custom/ excise duty, sales tax, entry tax, etc. (statutory increases in or fresh imposition of custom duty, Excise duty, sales tax) or any other duty liable in respect of the major components in the said acceptance of the tender shall be applicable.

### **1.3 Cost of Bidding**

- 1.3.1 The bidder can purchase Bidding Document from the office of Government Press, Gulzarbagh, Patna on payment of Rs 15,000 in cash or through D.D. in favor of Superintendent Government Press, Gulzarbagh, Patna. The Tender Document can also be downloaded from the website of the Finance Department, Bihar. However while submitting the downloaded copy of the Tender Document the Bidder is required to deposit the cost of the Tender Document in the form of D.D in favor of Superintendent Government Press, Gulzarbagh, Patna.
- 1.3.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Owner shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 1.3.3 No exemption given to N.S.I.C. registered firm for submitting of cost of tender document.

### **1.4 Clarifications and Amendments**

- 1.4.1 The Bidder requiring any clarification of the Bidding Documents shall make a request to the Owner in writing provided that such request is received no later than 14 (fourteen) days prior to the deadline for submission of Bids. The Owner will respond to any request for clarification, which shall be in writing with copies to all Bidders who have purchased the Bidding Document including a description of the query but without identifying its source.
- 1.4.2 At any time prior to the deadline for submission of Bids, the Owner may amend the Bidding Document by issuing Amendment/Addendum. Any amendment/addendum issued shall be part of the Bidding Document and shall be communicated in news papers.
- 1.4.3 Amendments/Addendum to Bidding Documents issued by the Owner, if any, must be signed and submitted along with the Bid and the Bid submitted by the Bidder shall take into account all such amendments/addendum. If acceptance of the terms and conditions given in the Bidding Documents/amendment has any price implications, the same shall be included in the price part.

1.4.4 The Owner reserves the right to seek clarifications/information considered necessary during examination/evaluation of the Bids submitted and the same shall be furnished by the Bidder within the date and time specified by the Owner. Any clarification submitted by a Bidder that is not in response to a request by the Owner shall not be considered. Request to owner for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors found by the Owner in the evaluation of the Bids. If a Bidder does not provide clarifications of its Bid by the date and time set in the Owner's request for clarification, its Bid may be rejected.

## **1.5 Language of Bid**

1.5.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English language ONLY. If the supporting documents and printed literature that are part of the Bid are in another language, they should be accompanied by an accurate translation of the relevant passages in English language in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **1.6 Period of Validity of Bids**

1.6.1 Bids shall remain valid for a period of 180 days from the date of Techno Commercial Bid. A Bid valid for a shorter period shall be rejected by the Owner as non-responsive.

1.6.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Owner may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bidder accepts to extend the period of Bid validity, the validity of Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

## **1.7 Bid Security**

1.7.1 The Bidder shall furnish, a Bid Security in a separate sealed envelope in the amount and currency as stipulated in the Invitation for Bid (IFB). However if the bidder is bidding for any item/items of the bid. Then the Bidder shall have to deposit Rs.1,50,000 (Rs. One Lakh Fifty Thousand) for machines mentioned in Serial No.-1, Rs.3,00,000 lakh (Rs. Three Lakh) for machines mentioned in serial No. 2 (I), Rs.1,50,000 (Rs. One Lakh Fifty Thousand) for machines mentioned in Serial Number 2 (II) Rs.1,25,000 (Rs. One Lakh Twenty Five Thousand) for machines mentioned in serial No. 2(III), Rs. 50,000 (Rs. Fifty thousand) for machines mentioned in Serial No. 3(I), Rs.50,000 (Fifty thousand) for machines mentioned in Serial No. 3(II), Rs. 1,25,000 (Rs. One Lakh Twenty Five Thousand) for machines mentioned in Serial No. 3(III) and Rs. 25,000 (Rs. Twenty Five thousand) for Generator mentioned at Serial No. 4 in shape of Demand Draft of any Nationalized Bank drawn in favour of Superintendent Secretariat Press, Gulzarbagh, Patna.

1.7.2 The Bid Security shall be in the form of a DD from any Scheduled Commercial Bank.

1.7.3 Any Bid not accompanied by prescribed Bid Security shall be rejected by the Owner as non-responsive.

1.7.4 The Bid Security of all the unsuccessful Bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the Bid validity period. The Bid Security of the Successful Bidder to whom the Contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Contract Performance Guarantee.

1.7.5 The Bid security may be forfeited.

(i) If the Bidder withdraws or varies its Bid during the period of Bid validity.

(ii) if the Bidder does not accept the arithmetical correction of its Bid Price

(iii) if the Bidder/its representative commits any fraud while competing for this Contract..

(iv) In the case of a Successful Bidder, if the Bidder fails to sign the Contract Agreement and/or to furnish the required Contract Performance Guarantee within the specified time limit.

1.7.6 No exemption given to N.S.I.C. firm for submitting of earnest money.

## **1.8 Deviations to Commercial Conditions**

1.8.1 The Bidder is not permitted to take deviation to any of the Commercial Conditions contained in this Section 1 – Instructions to Bidders, Section 2 – Bids Evaluation Procedure and Section 3 – General Conditions of Contract. In case deviation is taken by the Bidder to any of the conditions of the aforesaid Sections, its Bid will be considered as non- responsive.

## **1.9 Basis of Price**

1.9.1 The price quoted by the Bidders shall be fixed and firm for the duration of the Contract and shall include all taxes, duties, levies including the service tax. The Bidders shall quote the price for the entire Machine /Equipment /System and installation services on “ Single Point Responsibility Basis” such that the total Bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the delivery, supply, installation and completion of the Machine /Equipment /System. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the Machine /Equipment /System and the acquisition of all permits, approvals and licenses, etc.; Comprehensive maintenance and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications. Items against which no price is entered by the Bidder will not be paid for by the Owner when executed and shall be deemed to be covered by the prices for other items.

## **1.10 Signing, Sealing and Submission of Bids**

1.10.1 The original copy of the Bid, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated by written power of attorney accompanying the Bid and submitted as per Format No-2. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

1.10.2 Envelope I Tender Fee and Envelope II Bid Security must be received by the Owner at the address and not later than the time and date stated in the Invitation for Bid (IFB). The



Envelop should be sealed and marked with NIT Number. In case a specified date for submission of Bid being declared a holiday for the Owner, the Bids will be received up to the appointed time on the next working day. The Owner shall not consider any Bid that is received after the deadline for the submission of Bids and the same shall be declared as received late, rejected and returned unopened to the Bidder.

### **1.11 Bid Opening**

1.11.1 The Owner will open the Techno Commercial Bids at the time, on the date and at the place specified in the Invitation for Bid (IFB).

The Financial Price Bids of those Bidders whose Techno-Commercial Bids have been found to be substantially responsive to the Bidding Documents will be opened in the presence of the Bidders representatives who choose to attend at the address, date and time intimated by the Owner. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of the Bidder and Prices offered shall be read out and recorded. The Owner will prepare minutes of the Price Bid opening which shall be signed by all Bidders' representatives present at the time of opening of Financial Price Bids.

### **1.12 Bids Evaluation Procedure**

1.12.1 Techno- Commercial Bids and Financial Price Bids shall be evaluated in the manner as specified in Section 2 – Bids Evaluation Procedure.

### **1.13 Owner's Right to Accept any Bid, and to Reject any or all Bids**

1.13.1 The Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

### **1.14 Award of Contract**

1.14.1 Subject to Clause **1.13**, the Owner shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document.

1.14.2 The Owner reserves the right to vary the quantity of any of the Equipment/Spares and/or delete any item of Equipment/Spares altogether at the time of Award of Contract.

1.14.3 The Owner shall issue Notification of Award of the Contract to the Successful Bidder prior to the expiration of the period of Bid validity in original along with a copy thereof and the Successful Bidder shall return the copy duly accepted and signed by the authorized person on behalf of the Successful Bidder clearly indicating the date of signing, the name and designation of the signatory within such period as specified in the Notification of Award.

1.14.4 Until a formal Contract is prepared and executed, the Notification of Award and its acceptance communicated by the Successful Bidder as aforesaid shall constitute a binding Contract.

### **1.15 Signing of Contract**

1.15.1 As soon as possible after the issue of Notification of Award to the Contractor by the Owner, the Owner shall send to the Successful Bidder the Contract Agreement.

1.15.2 Within seven (7) days of receipt of the Contract Agreement, the Successful Bidder shall sign and date the Contract Agreement and return it to the Owner.

### **1.16 Effective Date of Contract**

1.16.1 The Contract shall become effective from the date of issue of Notification of Award (NOA) to the Successful Bidder.

### **1.17 Completion Time Schedule**

1.17.1 The machinery and Equipment covered under this Bidding Document and, in particular, in the Technical Specifications of the Bidding Document shall be supplied, erected, tested and commissioned at the Site within 180 days from the effective date of Contract.

1.17.2 In case the Contractor (Successful Bidder) fails to achieve the completion of the commissioning and establishing agreed guaranteed technical parameters within the period specified in the Technical Specification from the effective date of Contract, the Owner, without prejudice to its other remedies under the contract, shall levy a penalty on the Contractor at the rate of one percent of the Contract Price per week of delay or part thereof subject to maximum of ten percent of the Contract Price. Once the maximum is reached, may consider termination of the contract.

### **1.18 Contract Performance Guarantee**

The Bidder shall furnish Contract Performance Guarantee for the amount and in the form as specified in the General Conditions of Contract.

## SECTION - 2

### BIDS EVALUATION PROCEDURE

#### 2.1 Evaluation of Techno- Commercial Bids

- 2.1.1 The Owner will examine the Bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- 2.1.2 Prior to the detailed evaluation, the Owner will determine whether each Bid is generally complete, acceptable and is substantially responsive to the Bidding Documents. The Owner's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 2.1.3 The Owner will carry out a detailed evaluation in order to determine whether the technical aspects are in accordance with the requirements set forth in the Technical Specification and commercial aspects are in conformity with the Bidding Documents. In order to reach such a determination, the Owner will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications and Drawings; and quality, function and operation of any process control concept included in the Bid. The Bid that does not meet acceptable standards of completeness, consistency and details will be rejected for non-responsiveness
  - (b) Achievement of specified performance criteria by the facilities
  - (c) Any other relevant factors, if any, that the Owner deems necessary or prudent to take into consideration.
  - (d) Compliance with the time schedule as specified in the Bidding Documents.
  - (e) Functional Guarantees of the facilities
  - (f) Bidders shall state the functional guarantees of the proposed facilities in response to the Technical Specifications as specified in Section 4 of this Bidding Document.

In order of quality in the technical commercial Bid the Bidder must provide all the relevant information in the attached 8 (eight) formats of the Bidding documents. **On not providing the required information the bid will be deemed to be non responsive and will be summarily rejected.**

#### 2.2 Evaluation of Financial Price Bids

- 2.2.1 The comparison shall be of the landed price of machinery and equipment, such price shall include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the plant and equipment plus the cost of local transportation, insurance covers, all installation and other services required under the

Contract. The bidders are required to quote accordingly. The price shall be lump-sum price on “single responsibility point basis” including also all taxes, duties, levies including service tax etc. on the direct transactions between the Owner and the Contractor.

The Bidders can Bid for the whole items of the contract or part that of. The owner reserves the right to segregate the orders if any Bidders Bid for individual items is lower. In case of Bidding for limited items of the tender the Bidders shall provide the Bid security accordingly as laid down in para 1.7.1.

2.2.2 The method of Price Bid Evaluation is illustrated below:

<b>S. No.</b>	<b>Description of Items</b>	<b>INR</b>		
		<b>Bidder No.1</b>	<b>Bidder No.2</b>	<b>Bidder No.3</b>
1				
2	Evaluated Bid Price			

## SECTION - 3

### GENERAL CONDITIONS OF CONTRACT

#### 3.1 Definitions

3.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Bid" means the Bid or the proposal and the attachments thereto submitted by the Bidder in the form and manner specified in the Bidding Documents.
- (b) "Bidder" means a person who submits its Bid in response to the Invitation for Bid (IFB) issued by the Owner.
- (c) "Contract" means the Contract Agreement entered into between the Owner and the Contractor; together with the Contract Documents referred to herein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly
- (d) "Contract Documents" means the documents listed below (including any amendments thereto):
  - (i) Notification of Award till the execution of Contract Agreement between the Owner and the Contractor
  - (ii) The Contract Agreement between the Owner and the Contractor and the attachments thereto.
  - (iii) Minutes of negotiations if any signed between the Owner and Successful Bidder prior to signing of the Contract Agreement
  - (iv) General Conditions of Contract
  - (v) Technical Specifications
  - (vi) Instructions to Bidders
  - (vii) Designs and Drawings
  - (viii) Bid submitted by the Successful Bidder (Techno- Commercial Bids, Financial Price Bids, Bid Security etc.)

If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

- (e) "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- (f) "Company" shall mean a company as defined under the Companies Act, 2013 including amendment thereto as in force ;

- (g) “Contractor” means the person(s) whose Bid to perform the Contract has been accepted by the Owner and is named as Contractor in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor
- (h) “Contract Price” means the sum specified in the Notification of Award and the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (i) “Government” means Government of India and /or Bihar Government and includes its departments, bodies, agencies, authorities etc.
- (j) “Guarantee Period” means the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.
- (k) “Latent Defect” means the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period and cannot be detected by reasonable examination during inspection and testing by the Owner during the Defect Liability Period.
- (l) “Notification of Award” means notification in writing issued by the Owner to the Successful Bidder that its Bid has been accepted.
- (m) “Owner” means “Superintendent Government Press Gulzarbagh Finance Department GoB.
- (n) “Party” means the Owner or the Contractor, as the context requires, and “Parties” means both of them.
- (o) “Person” means any individual, corporation, partnership, joint stock company, body corporate, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof
- (P) “ Machine /Equipment /System ” means supply, installation, erection, testing, commissioning and guarantee with comprehensive maintenance contract for a period of five (5) years.
- (q) “Site” means GOVERNMENT PRESS GULZARBAGH Bihar.
- (r) “Written” or “In Writing” means handwritten, typewritten, printed or electronically made, and resulting in a permanent record .
- (s) “Works” shall mean engineering, design, manufacture, supply of Machine /Equipment /System / civil works, labor, services and complete erection, testing, commissioning of the equipment/ system including all transportation, handling, unloading, storage etc. to be carried out by the Contractor as per the Contract.

### **3.2 Amendment**

3.2.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.

### **3.3 Applicable Laws**

3.3.1 The Contract shall be governed by and interpreted in accordance with the laws of India.

### **3.4 Terms of Payment of Contract Price**

- (i) Fifty (50) percent of the Contract Price on delivery of Machinery and Equipment at Site as specified in the Bidding Documents within thirty (30) days of receipt of invoice, material dispatch clearance certificate, test certificate of each machine and equipment, certificate of transit insurance (original + two copies)
- (ii) Forty (40) percent on completion of erection, testing and commissioning of the and Machinery /Equipment to the complete satisfaction of the Owner and after successful completion of Performance and Guarantee Tests of 1 month in accordance with the provisions of the Technical Specifications and as approved by the Owner within thirty days of receipt of invoice (original + two copies) along with the supporting documents of completion of Works and Performance and Guarantee Tests Reports.
- (iii) Balance 10% of the contract price shall be paid in 2 yearly installments (5% per year) towards Comprehensive maintenance. This amount shall be payable for a period of two years from the date of commissioning of the , Machinery /Equipment and will be released in equal installments each year subject to performance of the Machinery /Equipment according to the Technical Parameters as provided in the Technical Specifications and to the satisfaction of the Owner.

### **3.5 Supply, Erection, Testing and Commissioning of Plant**

- (i) The Contractor shall, supply, erect, test and commission the Machine /Equipment /System. This shall be implemented in accordance with the Technical Specifications contained in Part II of the Bidding Documents.

### **3.6 Contract Performance Guarantee**

- (i) The Contractor shall provide to the Owner within 14 (fourteen) days of issue of Notification of Award, the Contract Performance Guarantee in the form of an irrevocable, on demand Bank Guarantee equivalent to 10% of the Contract Price for the due performance of its obligations under the Contract from a Nationalized Bank in the form specified in Part III of the Bidding Documents.
- (ii) The period of validity of the Contract Performance Guarantee shall be ninety (90) Days of the expiry of the Defect Liability Period of 18 months and Contractor fulfilling all its obligations under the Contract,
- (iii) If the Contractor fails to fulfill obligations under the Contract, the proceeds of Contract Performance Guarantee shall be appropriated by Owner as part compensation for any loss resulting from Contractor's failure to perform and fulfill the various obligations under Contract without prejudice to any other rights or remedies to which the Owner may be entitled to under the Contract and the applicable laws.

(iv) The Contract Performance Security shall be discharged by Owner within thirty (30) Days from the date of expiration of the validity period as provided hereinabove

### **3.7 Final Acceptance**

Upon successful completion of the performance guarantee tests at site by the Contractor, the Owner shall issue to the Contractor a 'Final Acceptance Certificate'. Such certificate shall not relieve the Contractor of any of its obligations which otherwise survive by the terms and Conditions of the Contract after issuance of such certificate.

### **3.8 Defect Liability Period**

(i) The Contractor shall warrant that the Machinery /Equipment/System or any part that of shall be free from defects in the design, engineering, materials and workmanship of the Machinery /Equipment/System supplied and of the work executed.

The Defect Liability Period shall be eighteen (18) months from the date of satisfactory commissioning of the Machine /Equipment /System.

(ii) If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Machinery /Equipment/System supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Owner regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Owner shall determine at its discretion, such defect as well as any damage to the machinery /Equipment caused by such defect.

### **3.9 Warrantees and Guarantees**

(i) The Contractor shall warrant that the machinery and Equipment supplied under the Contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The Contractor shall provide warrantee covering the rectification of any and all defects in the design of Machinery and Equipment, materials and workmanship for a period of five (5) years from the date of commissioning. The Contractor shall transfer all the Guarantees/ Warrantees of the different components to the Owner. The Warrantees and Guarantees aforesaid will not include the latent defects in the Plant and Equipment.

### **3.10 Functional Guarantees and Liquidated Damages**

(i) The Contractor shall give the functional guarantee for the Machinery /Equipment/System subject to the precondition that the Guarantee Test and repeats thereof shall be conducted by the Contractor after completion of the work as per the Technical Specifications and during commissioning of the Plant and Equipment.

### **3.11 Force Majeure**

(i) Notwithstanding the provisions contained in the Bidding Documents; the Contractor shall not be liable to forfeit (a) Bid Security for delay and (b) termination of contract; if it is unable to fulfill its obligation under this Contract due to force majeure conditions.

(ii) For purpose of this clause, "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not limited to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight



embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by the Owner and its decision shall be final and binding on the Contractor. The Owner may extend the date of completion for a further period corresponding to the period of force majeure.

- (iii) If a force majeure situation arises, the Contractor shall notify the Owner in writing promptly, not later than 7 (seven) days from the date such situation arises. The Contractor shall notify the Owner not later than 3 days of cessation of force majeure conditions. After examining the cases, the Owner shall decide and grant suitable additional time for the completion of the work, if required.

### **3.12 Termination of Contract**

- (i) The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under "Force Majeure". The Owner shall in such an event give 15 (fifteen) days' notice in writing to the Contractor of its decision to do so.
- (ii) In the event of such termination, the Contractor shall be eligible for compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination. In such cases, the Owner's decision shall be final and binding on the Contractor subject to arbitration as provided for in the Contract.
- (iii) Superintendent Government Press Gulzarbagh RESERVES THE RIGHT OF NEGOTIATION WITH ELIGIBLE BIDDERS BEFORE THE FINALIZATION OF THE TENDER
- (iv) Superintendent Government Press Gulzarbagh reserves the right at the time of **assigning work** to increase or decrease the quantity of goods and locations of supply without any change in price or other terms and conditions.
- (v) Superintendent Government Press Gulzarbagh reserves the right to accept any bid and to reject any or all bids.

### **3.13 Arbitration and Jurisdiction**

- (i) Any dispute between the Owner and the Contractor arising out of this Contract will first be resolved amicably between the Parties. In such cases where dispute is not resolved between the Parties, then the Parties may mutually agree to appoint an arbitrator under the provisions of Arbitration and Conciliation Act, 1996.
- (ii) Any disputes arising shall be subject to the jurisdiction of the Appropriate Court of Patna.

## **Part 2: TECHNICAL SPECIFICATIONS**

### **1. C.T.P.- Computer to plate-**

C.T.P.- A type of printing prepress process in which digital image is transmitted directly from a computer to a plate used on a press. It eliminates the need for producing film stripping (imposing) and exposing plate. Not only does the technology reduce cost and it increase productivity, it offer better consistency and higher quality because it eliminates the risk of human error, because the file transmitted digitally to the plate materials.

Semi automatic Thermal imaging plate setter CTP machine of maximum size 724 x 838 mm with minimum 267 x 215 mm. With resolution of 2499 dpi, with processor, with server, two UPS with Battery bank and system with all necessary software with a speed of 16 to 22 plates/hour.

### **2. Press**

#### **i) Four Colour Sheet fed Offset Machine-**

Fully oil bath and pneumatic control capable of printing maximum 485 x 660 mm (19 x 26") 4 colour or two colour on both side of paper simultaneously. The machine having speed range 10,000 imp/hour with high performance feeder, electromechanical double sheet detector, pull type side lay, swing gripper, dampening system, uniform ink distribution device and trouble free electric control system for proper feeding and delivery system .

#### **ii) Single Colour sheet Fed Offset Machine-**

Fully oil bath and pneumatic control capable of printing 645 x 952 mm sheet or equivalent. The machine having speed 10,000 imp/hour having inbuilt roller wash, dampening system, uniform ink distributing system , swing arm gripper, double sheet detecting system, easy to operate side lay and front lay with trouble free electric control system with proper feeding and delivery system.

#### **iii) Reel to sheet web offset machine with numbering unit-**

Two unit web offset machine capable for printing two colour or back to back with numbering unit. 44 cms cutting of 62 cm reel paper with minimum production of 20,000 imp/hour.

### **3. Post Press**

#### **i) Stitching Machine-**

Universally appropriate for the handling of round wire no 18 to 26 suitable for book/magazine work upto 32 mm thickness, stitching thickness upto 500 page with a speed of 150 stitches/ minutes. Suitable for side and center stitching adjustable.

#### **ii) Folding Machine-**

With latest PLC controlled, centralized lubricating system capable of folding in combination of 1 parallel and 2 cross fold, built in double sheet detector with maximum sheet size 25 x 37" folding speed of 4000-5000 folds per hour.

#### **iii) Gathering Machine of up to 30 station with side Stitching-**

Maximum speed	- 600 books/ hour
Maximum Form size	- 310 x 280 mm
Minimum Form size	- 110 x 150 mm
Wire stitching device	- 2 head wire stitching station.
Stitching wire size	- 21 to 26.
Speed	- 5000 copies/ hour

#### **4. Generator-**

125 KVA, 6 cylinder water cooled D.C. set producing 174 BHP 1500 rpm with 125 KVA alternator, 3 phase with all standard accessories like fuel tank, batteries and manual control panel with silencer.

## FORMATS FOR SUBMITTING RFP & CHECK LIST

### Format 1

#### Check List of Information/Documents Attached

Sr. No.	Particulars of Information/ Document	Format /Annexure Number	Bid Stage	Yes/No.
<b>A. Formats to be attached with the Bid</b>				
1	This Check List	Format 1	Technical	
2	Covering Letter	Format 2	Technical	
4	Letter of Authorization/ Power of Attorney	Format 3	Technical	
5	Annual Turnover and Net Worth	Format 4	Technical	
6	Certificate of Chartered Accountant Firm	Format 5	Technical	
7	Bidder's Experience	Format 6	Technical	
8	Current Contract Commitments/ Work –in – Progress	Format 7	Technical	
9	Project Completion Schedule	Format 8	Technical	
<b>B. Documents to be attached with the Bid as Annexure in the same order as mentioned below</b>				
1.	Business Profile of Bidder Company/ Firm (Not more than one page of A4 size)	Annexure 1	Technical	
2.	Certificate of Incorporation / Registration of Bidder Company/ Firm	Annexure 2	Technical	
3	Memorandum and Articles of Association/ Bye- Laws of Bidder Company/ Firm	Annexure 3	Technical	
4	Annual Reports for the last three completed Financial Years	Annexure 4	Technical	
5	Attested Copies of Completion Certificates issued by the Owner in respect of the Projects completed as per Format - 7	Annexure 5	Technical	
6	Attested copies of the valid Registration Certificates of CST/ State VAT/ PAN/CIN/TIN etc.	Annexure 6	Technical	
7	Signed and stamped copy of the Bidding Document including amendments/clarifications, if any, issued by the Owner.	Annexure 7	Technical	
8	Undertaking for not blacklisted	Annexure 8	Technical	

**Format 2**  
**Covering Letter**  
**(On the Bidder Company Letter Head):**

**From:**

(Full name and address of the Bidder Company)

**To: Superintendent Government Press, Gulzarbagh, Finance Department  
Government of Bihar  
Old Secretariat Patna**

**Sub:.** Supply and Installation of Press Machines and other equipments At government press  
Gulzarbagh Patna

NIT No: \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

In response to your above referred NCB, we hereby submit our Bid in full compliance with terms & conditions in the Bidding Documents referred to therein. A copy of the Bidding Document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms and Conditions therein. We have submitted the documents as per Checklist and requisite amount of Bid Security in the form of Bank Guarantee in the prescribed Format.

Seal of Bidder Company

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

**Format 3**

**Letter of Authorization/Board Resolution/ Power of Attorney@**

**To:**

**To: Superintendent Government Press, Gulzarbagh, Finance Department  
Government of Bihar  
Old Secretariat Patna**

NIT No: \_\_\_\_\_ Dated \_\_\_\_\_

Sir(s),

The Letter of Authorization / Board Resolution/ Power of Attorney to sign the Bid& enter into negotiations, furnish information/clarification, data and documents requested by the Owner in connection with the Bid and to sign the Contract in case the Works are awarded to the Bidder on behalf of the Bidder Company is enclosed herewith:

Seal of Bidder Company

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

@ In case Power of Attorney given by the Board of Directors/ Authorized/ competent Person of the Company already exists duly notarized by Public Notary authorizing the said person(s) to sign the Bid, enter into negotiations, furnish information/clarification, data and documents requested by the Owner in connection with the Bid and to sign the Contract in case the Works are awarded to the Bidder on behalf of the Bidder Company, the same may be attached with the Bid and this form may be ignored.

**Format 4**

**Annual Turnover and Net Worth**

**A. Average Annual Turnover\***

Year	Amount in INR
1.	
2.	
3.	
Average Annual Turnover	

**B. Net Worth@**

--

Seal of Bidder Company

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

\*Annual turnover represents the value of work of the project (s) completed as per the contract between the Owner and the Bidder Company but does not include the value of completed work(s) of the projects in progress/under execution. Other income shall not be considered for arriving at annual turnover

@Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

**Format 5**

**Certificate of the Chartered Accountant Firm  
(On the Letter Head of the Firm)**

We certify that the Bidder Company/Firm had an average annual Turnover of INR ..... based on the Annual Statement of Accounts of the three preceding completed Financial Years, calculated in the manner as provided in Format 4..

We also certify that the Bidder Company/Firm had a Net Worth of INR ..... at the end of the preceding completed Financial Year based on the Annual Statement of Accounts for that year , calculated in the manner as provided in Format 4..

Seal of Bidder Company

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of the Chartered Accountant Firm  
Registration Number \_\_\_\_\_  
Date \_\_\_\_\_



**Format 6**

**Bidder's Experience**

<b>Owner Name, contact address/ telephone /fax/Email ID</b>	<b>Name of Machinery/ equipment/ system</b>	<b>Location of Machinery/equipment/system</b>	<b>Capacity of the Machinery/equipment/system</b>	<b>LOI/LOA No. and date ( to be attached)</b>	<b>Main Parameters of the Machinery/equipment/system</b>	<b>Value of work Rs. Lac</b>	<b>Supply erection &amp; Commissioning date</b>
1	2	3	4	5	6	7	8

Seal of Bidder Company

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

**Format 7**

**Current Contract Commitments / Works in Progress**

<b>Name of the Contract</b>	<b>Owner's Name</b>	<b>Value of Outstanding Work in INR</b>	<b>Expected Completion Date</b>
1	2	3	4
1.			
2.			
3.			
4.			
5.			

Seal of Bidder Company

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

