



**NATIONAL INSTITUTE OF SCIENCE
COMMUNICATION AND POLICY RESEARCH**



Vigyan Sanchar Bhawan

Dr. K. S. Krishnan Marg, Near Pusa Gate

New Delhi – 110012 (India) and

Vigyan Soochna Bhawan 14, Satsang Vihar Marg,

New Delhi – 110067,

Tel. No. 25843130, 25842990 Ext. 221 & 358

(www.Niscpr.res.in)

**PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH JOURNALS,
ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS,
ENVELOPES, MAGAZINES ETC**

ESTIMATED COST: Rs.3,04,97,785 (One year)

YEAR 2025-2026

Cost of Tender Document: Rs. 1,500/-

Name of the Firm:.....

.....

Date of Opening: _____

Time of Opening: _____



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TENDER DOCUMENT

**PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH
JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS,
INVITATION CARDS, ENVELOPES, MAGAZINES ETC**

Bid document downloading :
Last date of Submission of Tender : (2:30 PM)
Due Date of Opening of Tenders : (3:00 PM)

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TENDER No. 11 (25)/NIScPR/G/ 2025

On behalf of the Director, CSIR-NIScPR tenders are invited for the following work:-

Name of Work	Tender Cost	Earnest Money	Contract Period
PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS, ENVELOPES, MAGAZINES ETC	Rs. 1,500/-	Rs. 6,09,956/-	12 MONTHS (extendable for another one year if services found satisfactory)

The estimated yearly annual value is Rs **3,04,97,785** /-

Last date for submission of duly filled up Bid is Up to 2:30 PM.

Date and time of opening of tenders (Technical Bid) at 3:00 PM.

Note: The e-tender submitted without Tender cost/EMD will not be accepted. However, exemption will be given as per Govt. of India orders/Instructions issued from time to time.

For other details and complete tender document, <http://www.etenders.gov.in> & niscpr.res.in may be referred to/visited.

Controller of Administration
coa@niscpr.res.in



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New Delhi – 110067, Tel. No. 25843130, 25842990 Ext. 221 & 304

(www.Niscpr.res.in)

NOTICE INVITING TENDER

On behalf of the Director, CSIR-NISCPR the tenders online at <https://etenders.gov.in> are invited in the prescribed format under two bid system, for the following work

Name of Work	Tender Cost	Earnest Money	Contract Period
PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS, ENVELOPES, MAGAZINES ETC	Rs. 1,500/-	Rs. 609956/-	12 MONTHS (extendable for another one year if services found satisfactory)

MUST HAVE:-

1. The firm should have an experience of minimum five years in offset printing work (enclose copy of the Press Registration certificate).

Proof of **Annual Turnover of Rs. 9,15,00,000/- (NINE CRORE FIFTEEN LAKHS ONLY)** and above during financial year 2022-2023 & 2023-2024 & 2024-2025 (Certificate from chartered Accountant may be furnished) in offset printing work. Copy of audited balance sheet of last three years may be enclosed. Having GST and PAN registration and who have worked for National Laboratories/Institutes, Govt. Depts., Semi-Govt. Organizations, Institutional Campuses & have successfully carried out (started & completed) satisfactory execution of works as given below may apply

- (i) Three similar works, each of value not less than 40% of the estimated cost put to tender,
OR
 - (ii) Two similar works, each of value not less than 50% of the estimated cost,
OR
 - (iii) One similar work of value not less than 80% of the estimated cost,
[Enclose Proof of: Last three similar work orders and completion]. Each costing not less than Rs. 1,21,99,114, Rs 1,52,48,893 and Rs. 2,43,98,228 respectively in a single contract within last three years, ending on last date of previous month. In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of less than one year shall not be considered.
2. List of other Govt. Departments, Public Sector units and Reputed Companies/Publishers for which the bidder has completed at least **Three** four-colour Offset Printing Jobs/contracts [Enclose Proof of: Last three similar work orders].
 3. Enclose three samples of very high quality offset printing work on different types of coated/uncoated paper or card (Indian/Imported).
 4. Copy of PAN No.
 5. GST Registration Number

6. Copy of Press Registration Certificate.
7. Power Generator to ensure continuous power supply.
8. Insured Godown facility to store printing paper.
9. Pre-press, Plate-making and printing machinery required for offset Printing should be in single premises.
10. Following printing machinery in single premises (Press visit will be done by officials of CSIR-NIScPR):
 - a) Three 4-colour sheet fed offset printing machines out of which one machine must be of size 23’’x36’’ and one must be of size 28’’x40’’ and
 - b) One single or 2-colour sheet-fed offset printing machines (23’’x36’’size or above). One additional 4-colour sheet-fed offset printing machine, of the size 23’’x36’’, shall be considered in case of non-availability of single col. Or 2-col. Machine.
 - c) Complete CTP Setup. Plates to be retained for 10 days for reprint purposes.
 - d) There should be a complete binding setup that includes folding machine, gathering machine, section sewing, perfect binding, flow line and paper cutting machines.
 - e) i5 of higher configuration Computers with latest technologies (Min. three nos.), b&w and color laser printer.
 - f) Software’s (latest versions) for formatting both in Hindi and English -- MS Word, PageMaker, Corel draw, Photoshop, In Design, Illustrator, etc.
 - g) Media compatibility for transportation of digital data -- CD, Pen drive, etc.
 - h) Internet Facility.
1. Prospective tenderers are advised to get registered themselves at NIC CPP portal, obtain ‘Login ID & ‘Password’ and go through the instructions available in the Home Page after logging into the CPP- portal parallel which is essentially required for submission of their tender.
2. The tenderer shall be required to submit the bids in two bids systems and a hard copy of tender shall not be entertained in that case.
11. As per Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M No. 6/9/2020-PPD dated 24.08.2020, Bidder should be registered on GeM and obtain a unique GeM Seller ID, at the time of placement of order/acceptance of Contract. However;
 - (a) GeM ID is not mandatory at the time of tendering
 - (b) It is only required for the successful tenderer at the time of award of Contract/placement order.

For information, window NIT is also available in website <https://etenders.gov.in> Interested and eligible bidders may download and go through the tender document.

IMPORTANT DATES

<u>Publishing Date</u>	<u>Date</u>
Bid Document downloaded /Sale start Date	07.11.2025 at 3.00 P.M.
Bid Submission Start	07.11.2025 at 3.00 P.M..
Last Date and Time for Bid Submission and Tender Fees to RTGS/NEFT	27.11.2025 at 2.30 P.M.
Bid Opening Date (e cover-1)	28.11.2025 at 3.00 P.M.
Bid Opening Date (e cover -2)	To be intimated later on through CPP portal after the technical evaluation.

1. Instructions to Bidders and General Terms & Conditions

- 1.1 Council of Scientific & Industrial Research (CSIR) is a premier research & development organization in the country (refer website <https://etenders.gov.in> National Institute of Science Communication and Policy Research, New Delhi (refer website <http://www.Niscpr.res.in>) is a constituent laboratory of CSIR.
- 1.2 On behalf of the Director, CSIR-NIScPR, the tendering process online at <https://etenders.gov.in> are invited in the prescribed format under two-bid system on behalf of CSIR for **PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS, ENVELOPES, MAGAZINES ETC at CSIR-NIScPR.**
- 1.3 In order to be an eligible tenderer, the bidder must be holding valid GST and PAN registration.
- 1.4 The duration of the contract is for a period of two years
from the date of commencement/award.
- 1.6 The Director, CSIR-NIScPR reserves the right to cancel/terminate the contract at any time during the period of the contract, without assigning any reasons thereof, after giving one month's notice to the bidder. The bidder on his part will have to give two month's notice.
- 1.7 If at any later date, it is found that the documents and certificates submitted by the Bidder are forged or have been manipulated, the contract shall be cancelled and Performance Security shall be forfeited without any claim whatsoever and the bidder will be liable for action as appropriate under the extant laws.
- 1.8 Canvassing in connection with the tender is strictly prohibited and the tenderer resorting to canvassing will be liable for rejection on that ground alone.
- 1.9 The Tenderer shall not be permitted to tender for work in the concerned unit of CSIR in which his relative is posted CSIR and its laboratories. He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who relatives are as mentioned above.

NOTE:

- 1.10 A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family; or (b) they are husband & wife, or (c) the one is related to the other in the following manner: Father, Mother (including step mother), son (including step son), and Son's son's son. Son's son's wife, son's daughter, son's daughter's son's wife, daughter's daughter, daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.
- 1.11 Prospective tenderers are advised to get themselves registered at NIC CPP portal, obtain 'Login ID & 'Password' and go through the instruction available in the Home Page after logging into the CPP- portal parallel which is essentially required for submission of their tender.
- 1.12. The tenderer shall be required to submit the bids in two bids systems and hard copy of tender shall not be entertained in that case.

The tender is to be submitted strictly as per NIT.

1.13. The tenderers are advised to submit only relevant papers/ documents, as per NIT, in envelope-I Do not upload irrelevant/unwanted paper which may lead to rejection of the tender and no further correspondence will be entertained in this regard.)

1.14 Precautions **while filling the Tenders** - The tenderers while filling the tenders should take care of the following:-

1.15 Envelope-I must have all the essential documents as stated in NIT of this tender document, failing which the tender will be deemed as non-responsive and disqualified for further evaluation. Photocopies of all the documents attached with the tender should be self attested by the tenderer (Please avoid to upload unwanted/irrelevant document which are not required this may lead to reject the tender).

- The Successful bidder, after getting the LOI (letter of intent), has to sign in each and every page of contract documents (hard copies) with date and seal downloaded from <https://etenders.gov.in>.
- The Director, CSIR-NIScPR reserves the right to disallow issue of tender document to working agencies whose ongoing performance is below par and usually poor. He also reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of work). If any stage, any information/documents submitted by the tenders is found to be incorrect/false or have some discrepancy which disqualifies the contractor then the following action are liable:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in CSIR-NIScPR, apart from any other appropriate contractual/legal action.

The Director, CSIR-NIScPR reserves the right of accepting or rejecting any or all tenders or any part thereof without assigning any reason.

INVITATION FOR THE BIDS

PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS, ENVELOPES, MAGAZINES ETC.

1. It is planned to prepare a panel of **High Quality Offset Printers (Panel of printers will be made) from Delhi and NCR** who can execute the printing jobs on tight schedules as and when required. The bidder may inspect various publications published by CSIR-NIScPR and have an idea about the nature of work involved in order to make estimates about the cost of work required to be done.
2. Director, CSIR-NIScPR, India invites e-tender in two-bid system, i.e., Technical Bid and Financial Bid for the Offset Printing & binding of above jobs from quality offset printers of Delhi and NCR only who are engaged in **PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS, ENVELOPES, MAGAZINES ETC** as most of the jobs are time-bound being scientific publications and require close coordination with Editors for quality purpose.
3. Complete set of bidding document is available on etenders.gov portal.
4. The Bid must be accompanied by an Earnest Money Deposit of Rs. 609956/- (Rupees Six lakhs Nine Thousand Nine Hundred Fifty Six only) each as specified in the Tender Document and must be delivered to the above office at the date and time indicated in the tender. Bids will be opened as per online procedure on the specified date and time.
5. The Director, CSIR-NIScPR reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons thereof.

(A) Eligibility Criteria for Technical Qualification/Evaluation/checking responsiveness:

(Under Envelope I) The following documents may be attached as per requirement:- under point 1)

Proof of having Annual **Turnover of Rs. 9,15,00,000/- (NINE CRORE FIFTEEN LAKHS ONLY)** and above during financial year 2022-2023 & 2023-2024 & 2024-2025 (Certificate from Chartered Accountant may be furnished)

1. The firm should have its branch office in Delhi for frequent coordination with editors and NIScPR officials as the jobs are globally recognized scientific publications (monthly/bimonthly/quarterly)
2. Tender fees and EMD shall be deposited in favor of Director, CSIR-NIScPR, New Delhi through RTGS/NEFT (**Account No.110003874485 IFSC Code of the Branch CNRB0019100** (Bank Address CANARA BANK, NPL Campus Branch, New Delhi-110012) and attach copy of payment details.
3. Copy of GST Registration Number
4. Copy of PAN Number
5. RTGS Details
6. Undertaking Performa at Annexure –‘A’

Proof of carrying out of three/two/one similar works for this tender costing not less than Rs, 1,21,99,114, Rs 1,52,48,893 and Rs. 2,43,98,228 respectively in a single contract within last three years, ending on last date of previous month. (Enclose proofs of Award letters & Completion certificates)

7. Number of machineries required (Press visit (Inspection) will be done by officials of CSIR-NIScPR).

8. Financial e-bid through CPP portal:-: (Envelope-II)

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as standard BOQ format with the tender document, then the same to be downloaded and to be filled by the bidders. Bidders are required to download the BOQ file & open it and complete the unprotected cells with their financial quotes and other details (such as name of the bidder) No other cells should be changed/tempered. Once the details have been completed; the bidder should save it and submit online, without changing the file name. If the BOQ file is found to be modified or tapered by the bidder, the bid will be rejected.

Controller of Administration

CHAPTER 1

INSTRUCTIONS TO BIDDERS

Sl. No.	Contents
1.1.	Eligible Bidders
1.2.	Cost of Bidding
1.3.	Fraud and Corruption
1.4.	Cost of Bidding Documents
1.5.	Content of Bidding Documents
1.6.	Clarification of bidding documents
1.7.	Amendment of Bidding Documents
1.8.	Language of Bid
1.9.	Documents Comprising the Bid
1.10.	Bid form and price schedule
1.11.	Bid Prices
1.12.	Bid Currencies
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1.15.	Bid Security
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1.17.	Format and Signing of Bid
1.18.	Submission, Sealing and Marking of Bids
1.19.	Deadline for Submission of Bids
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1.21.	Withdrawal, substitution and Modification of Bids
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1.23.	Confidentiality
1.24.	Clarification of Bids
1.25.	Preliminary Examination
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1.29.	Evaluation and Comparison of bids
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1.31.	Post qualification
1.32.	Negotiations
1.33.	Award Criteria
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1.36.	Notification of Award
1.37.	Signing of Contract
1.38.	Order Acceptance
1.39.	Performance Security

A. INTRODUCTION

1.1. Eligible Bidders

1.1.1 This invitation for bids is open to all quality offset printers from Delhi and NCR only who are engaged in Offset Printing & binding work of Different Types of Research journals, Annual Reports, Brochures, Folders, Invitation Cards, Envelopes etc. in Single color, 2-colour and 4-colour and whose

3. **Annual Turnover of Rs. 9,15,00,000/- (NINE CRORE FIFTEEN LAKHS ONLY)** and above during financial year 2022-2023 & 2023-2024 & 2024-2025 (Certificate from Chartered Accountant may be furnished) in offset printing work. The firm should have an experience of minimum five years in offset printing work. The bidders must go through the complete Tender Document in his own interest and fulfill all the parameters/requirements and attach all the required documents (as indicated in **Clause 1.9.2**).

1.1.2 The following documents may be attached as per requirement:- under point 1)

Proof of having annual turnover of **Annual Turnover of Rs. 9,15,00,000/- (NINE CRORE FIFTEEN LAKHS ONLY)** and above during financial year 2022-2023 & 2023-2024 & 2024-2025
(Certificate from Chartered Accountant may be furnished)

1. The firm should have its branch office in Delhi for frequent coordination with editors and NIScPR officials as the jobs are globally recognized scientific publications (monthly/bimonthly/quarterly)
2. Tender fees and EMD shall be deposited in favour of Director, CSIR-NIScPR, New Delhi through RTGS/NEFT (**Account No.110003874485 IFSC Code of the Branch CNRB0019100** (Bank Address CANARA Bank, NPL branch Campus, New Delhi-110012) and attach copy of payment details.
3. Copy of GST Registration Number
4. Copy of PAN Number
5. RTGS Details
6. Undertaking proforma at Annexure –‘C’

Proof of carrying out of three/two/one similar works for this tender costing not Rs, 1,21,99,114, Rs 1,52,48,893 and Rs. 2,43,98,228 respectively in a single contract within last three years, ending on last date of previous month. (Enclose proofs of Award letters & Completion certificates)

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.2. Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3. Fraud and corruption

1.3.1 The purchaser requires that the *bidders'* suppliers and bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

1.3.2 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

B. THE BIDDING DOCUMENTS

1.4. Cost of Bidding Documents

1.4.1 Interested eligible bidders may submit the tender fee of Rs. 1500/- as mentioned in the tender to this office in name of Director, NIScPR through RTGS/NEFT.

1.5. Content of Bidding Documents

1.5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into 8 chapters as under:

- Chapter 1 : Instructions to Bidder (ITB)
- Chapter 2 : Conditions of Contract
- Chapter 3 : Schedule of Requirements
- Chapter 4 : Technical Specifications and Mechanical Data
- Chapter 5 : Price Schedule Forms
- Chapter 6 : Qualification requirements
- Chapter 7 : Contract Form
- Chapter 8 : Other Standard Forms comprising:
 - (a) Bidder Information Form
 - (b) Check List for Bid/Tender Submission
 - (c) Bid Security Form
 - (d) Performance Security Form
 - (e) Bid Form (Technical Bid)
 - (f) Bid form (Financial bid)
 - (g) Questionnaire

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6. Clarification of bidding documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and

amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

1.7. Amendment of Bidding Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, *while* in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.

C. PREPARATION OF BIDS

1.8. Language of Bid

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However if GOI makes it mandatory under Rajbhasha Adhiniyam in that case views of Rajbhasha unit of CSIR may be sought.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. Documents Comprising the Bid

1.9.1 Technical and Financial Bids

Bidders are requested to return the original Tender document duly signed and stamped on every page, as a token of acceptance of its Terms & Conditions (See Clause 2.2: General Terms & Conditions).

The bids are to be submitted in two parts separately:

(a) Technical Bid + EMD

(b) Financial Bid

1.9.2 Technical Bid

The Technical bid prepared by the bidder shall comply following Requirements:

MUST HAVE

- 1.) The firm should have an experience of minimum five years in offset printing work (enclose copy of the Press Registration certificate).

Proof of **Annual Turnover of Rs. 9,15,00,000/- (NINE CRORE FIFTEEN LAKHS ONLY)** and above during financial year 2022-23 & 2023-24 & 2024-25 (Certificate from chartered Accountant may be furnished) in offset printing work.

Copy of audited balance sheet of last three years may be enclosed. Having GST and PAN registration and who have worked for National Laboratories/Institutes, Govt. Depts., Semi-Govt. Organizations, Institutional Campuses & have successfully carried out (started & completed) satisfactory execution of works as given below may apply

- (i) Three similar works, each of value not less than 40% of the estimated cost put to tender,

OR

- (ii) Two similar works, each of value not less than 50% of the estimated cost,

OR

- (iii) One similar work of value not less than 80% of the estimated cost,

[Enclose Proof of: Last three similar work orders and completion]. Each costing not less than

Rs. 1,21,99,114, Rs 1,52,48,893 and Rs. 2,43,98,228 respectively in a single contract within last three years, ending on last date of previous month. In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of less than one year shall not be considered.

2. List of other Govt. Departments, Public Sector units and Reputed Companies/Publishers for which the bidder has completed at least **Three** four-colour Offset Printing Jobs/contracts [Enclose Proof of: Last three similar work orders].
3. Enclose three samples of very high quality offset printing work on different types of coated/uncoated paper or card (Indian/Imported).
4. Copy of PAN No.
5. GST Registration Number
6. Copy of Press Registration Certificate.
7. Power Generator to ensure continuous power supply.
8. Insured Godown facility to store printing paper.
9. Pre-press, Plate-making and printing machinery required for offset Printing should be in single premises.
10. Following printing machinery in single premises (Press visit will be done by officials of CSIR-NIScPR):
 - a) Three 4-colour sheet fed offset printing machines out of which one machine must be of size 23"x36" and one must be of size 28"x40" and
 - b) One single or 2-colour sheet-fed offset printing machines (23"x36"size or above). One additional 4-colour sheet-fed offset printing machine, of the size 23"x36", shall be considered in case of non-availability of single col. Or 2-col. Machine.
 - c) Complete CTP Setup. Plates to be retained for 10 days for reprint purposes.
 - d) There should be a complete binding setup that includes folding machine, gathering machine, section sewing, perfect binding, flow line and paper cutting machines.
 - e) i5 of higher configuration Computers with latest technologies (Min. three nos.), b&w and color laser printer.
 - f) Software's (latest versions) for formatting both in Hindi and English -- MS Word, PageMaker, Corel draw, Photoshop, In Design, Illustrator, etc.
 - g) Media compatibility for transportation of digital data -- CD, Pen drive, etc.
 - h) Internet Facility.

1.9.3 Financial Bid

- (i) The financial bid shall indicate the Unit prices for each and every item indicated in the specifications. Bidder must quote for all the items otherwise the bid is likely to be rejected.
- (ii) Prices quoted by the bidder shall be fixed during the bidder's performance of the contract/empanelment and not subject to variation on any account. A bid submitted with an adjustable price, quotation will be treated as non-responsive and will be rejected.
- (iii) All prices and other information shall be written both in figures and words in the prescribed offer form.

1.10. Bid form and price schedule

1.10.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.11. Bid Prices

1.11.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

(i) The price of the job may be quoted on FOR NIScPR/any other specified place in NCR basis,

(ii) Statutory Taxes and levies may be indicated mentioning exclusive/inclusive clearly, failing which the prices quoted would be treated as all inclusive.

1.11.3 The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

1.11.4 Any incidental services, if any.

1.12. Bid Currencies

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India.

1.13. Documents Establishing Bidder's Eligibility and qualifications

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

(a) The bidder meets the qualification criteria listed in bidding documents. **(Pl. see chapter 6)**

1.13.3 Conditional tenders shall not be accepted

1.14. Documents Establishing Services' Eligibility and Conformity to Bidding Documents

1.14.1 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.14.2 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for job work designated by the Purchaser in its Technical Specifications and Mechanical Data are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15. Bid Security

1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids.

1.15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.15.3 The bid security shall be in Indian Rupees for offers received for supply within India. The bid security shall be in one of the following forms at the bidders' option:-

- (a) A bank guarantee issued by a Nationalized/Scheduled bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid.
- (b) Fixed Deposit receipt pledged in favor of the Lab./Institute.
- (c) A Banker's cheque or demand draft in favour of the purchaser issued by any Nationalized/Scheduled Indian bank.

1.15.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 15.11 are invoked.

1.15.5 The bid security should be submitted in its original form. Copies shall not be accepted.

1.15.6 While Bid security (EMD) is a requirement, the Director, CSIR-NIScPR may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute.

1.15.7 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

1.15.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through Demand Draft/Bankers Cheque.

1.15.9 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.

1.15.10 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.

1.15.11 The bid security may be forfeited:

(a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.15.12 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness etc.

1.16. Period of Validity of Bids

1.16.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17. Format and Signing of Bid

1.17.1 The bids may be submitted in two parts as specified in the Invitation for Bids.

1.17.2 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

1.17.3 As the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical Bid and EMD comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price-schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

1.17.4 The original and all copies 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. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

1.17.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

D. Submission and sealing of Bids

1.18. Submission of Bids

1.18.1 The bidders must submit their bids online through etenders.gov.in portal only. Bids received by post or submitted by hand shall not be accepted.

1.18.2 As the bids are invited on two part basis, the technical & financial bids shall be opened separately through online system.

1.19. Deadline for Submission of Bids

1.19.1 Bids must be submitted before closing time of bids as indicated on portal.

1.19.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by corrigendum issued on this portal in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.20. Withdrawal, substitution and Modification of Bids

1.20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub- Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 1.17 and 1.18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.19.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

1.22.1 The Purchaser will open all bids at prescribed time through online portal. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.23. Confidentiality

1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24. Clarification of Bids

1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25. Preliminary Examination

1.25.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

1.25.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (i) The Bid is unsigned.
- (ii) The Bidder is not eligible.
- (iii) The Bid validity is shorter than the required period.

- (iv) The Bidder has quoted for goods/Jobs done by a different firm without the required authority letter from the proposed firm.
- (v) Bidder has not agreed to give the required performance security.
- (vi) The goods quoted are sub-standard, not meeting the required specification etc.
- (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
- (viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.26. Responsiveness of Bids

1.26.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.26.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.26.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27. Non-Conformity, Error and Omission

1.27.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

1.27.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.27.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line

item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.27.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28. Examination of Terms & Conditions, Technical Evaluation

1.28.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC) and also in **Chapter 6** have been accepted by the Bidder without any material deviation or reservation.

1.28.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.14, to confirm that all requirements specified in Schedule of Requirements and also must have of **Chapter 6** of the Bidding Documents have been met without any material deviation or reservation.

1.28.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.26, it shall reject the Bid.

1.29. Empanelment/Award Criteria

- a. CSIR-NIScPR will empanel **High Quality Offset Printers ((Panel of printer firms will be made))** among the substantially responsive bidders. The printing jobs can be given to a printer who can execute quality works within a tight schedule as and when required.

Empanelment/Award of Contract

- b. NIScPR may empanel **High Quality Printers ((Panel of printer firms will be made))** whose bids are substantially responsive and qualified to perform the Contract satisfactorily. The Printing jobs can be given to a Printer who can execute quality works within a tight schedule as and when required as most of the jobs are time-bound being scientific publications and require close coordination with Editors for quality purpose. **In case, only one firm is eligible then the work contract would be awarded to one eligible firm only.**

- c. All the Printing jobs have to be executed strictly as per the schedule. Refusal to accept and execute the work order shall be viewed as violations of the provisions of terms of agreement.
- d. Confidentiality will have to be maintained in all the NIScPR jobs.
- e. If the firm fails to deliver the printed jobs within the delivery/time Liquidated Damages will be charged @ 0.5% per week or part of the week of delayed period not exceeding 10% of the contract value.
- f. A penalty in case of misuse of NIScPR publications will be imposed as per the discretion of the Director, NIScPR.
- g. In emergency cases, the vendor may be asked to complete the job in NIScPR premises to meet the schedule and confidentiality.
- h. As far as possible, printing work shall be entrusted to empanelled printers equally subject to their satisfactory performance and meeting the time schedule.
- i. In some jobs, printing paper will be supplied by CSIR-NIScPR as and when required. Wastage allowance will be given as per BIS.
- j. "Printers will have to make arrangements of their own to lift the printing paper from CSIR-NIScPR, Pusa, New Delhi".

1.30. Contacting the Purchaser

1.30.1 Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.30.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.31. Post qualification

1.31.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.13.

1.31.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.31.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

E- Award of Contract

1.32 Negotiations

1.32.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.33 Empanelment/Award Criteria

CSIR-NIScPR will empanel **High Quality Offset Printers (Panel of printer firms will be made as per requirement of the tender)** among the substantially responsive bidders. The printing jobs can be given to a printer who can execute quality works within a tight schedule as and when required.

Empanelment/Award of Contract

- (a). NIScPR may empanel **High Quality Printers (Panel of printer firms will be made)** whose bids are substantially responsive and qualified to perform the Contract satisfactorily. The Printing jobs can be given to a Printer who can execute quality works within a tight schedule as and when required as most of the jobs are time-bound being scientific publications and require close coordination with Editors for quality purpose. **In case, only one firm is eligible then the work contract would be awarded to one eligible firm only.** In some jobs, printing paper will be supplied by CSIR-NIScPR as and when required. Wastage allowance will be given as per BIS. Printers will have to make arrangements of their own to lift the printing paper from CSIR-NIScPR, Pusa, New Delhi.
- (b) If any quoting vendor's quoted rates are lowest in all the items then that bidder will be L-1. In case if no vendor is L-1 i.e. lowest in all the Items then Basket Rates would be formed by NIScPR by considering all the item-wise lowest rates quoted by each vendor. Then these Basket Rates would be offered to all the vendors in order of being LQ-1, LQ-2, LQ-3 and so on. LQ-1 would be determined on the basis of lowest SUM TOTAL of the **Price Schedule**. Preference would be given to the vendor who is lowest in the SUM TOAL of the Price Schedule.
- (c) In case if LQ-1 refuses to match the Basket Rates, preference would automatically pass on to the second bidder whose SUM TOTAL is second lowest and so on.
- (d) As far as possible, the work shall be entrusted to empanelled firms **equally ($\pm 20\%$) and it will be**

fully depends on performance.

- (e) In case, if one firm fails to meet the tight schedule and quality standards then the work will automatically pass on to the other firm. So, quality work is most important.
- (f) All the Printing jobs have to be executed strictly as per the schedule. Refusal to accept and execute the work order shall be viewed as violations of the provisions of terms of agreement.
- (g) Confidentiality will have to be maintained in all the NIScPR jobs.
- (h) If the firm fails to deliver the printed jobs within the delivery/time Liquidated Damages will be charged @ 0.5% per week or part of the week of delayed period not exceeding 10% of the contract value.
 - (i) A penalty in case of misuse of NIScPR publications will be imposed as per the discretion of the Director, NIScPR.
 - (j) In emergency cases, the vendor may be asked to complete the job in NIScPR premises to meet the schedule and the confidentiality.
 - (k) As far as possible, printing work shall be entrusted to empanelled printers equally subject to their satisfactory performance and meeting the time schedule.
 - (l) The award of Offset Printing work will be made on the basis of evidence of their experience and performance in their respective areas and not merely on the basis on lowest rate basis.

1.34. Purchaser's right to vary Quantities at Time of Award

1.34.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

1.35. Purchaser's right to accept Any Bid and to reject any or All Bids

1.35.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.36. Notification of Award

1.36.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.36.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.36.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.39, the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.37. Signing of Contract

1.37.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/PO.

1.37.2 Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

1.38. Order Acceptance

1.38.1 The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.15.11 of ITB.

1.38.2 The order confirmation must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.39. Performance Security

1.39.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security @ 5% of the awarded amount in favour of Director, CSIR-NIScPR valid till 60 days after the final acceptance of job/work. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

1.39.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.39.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

1.39.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

1.39.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee issued by a Nationalized/Scheduled bank located in India in the form provided in the bidding documents. Or

- (b) Fixed Deposit receipt pledged in favor of the Lab./Institute.
- (c) A Banker's cheque or Account Payee demand draft in favour of the purchaser.

1.39.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.39.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.39.8 The order confirmation should be received within 15 days from the date of notification of award. However, the purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

Operationalization of Integrity Pact (IP) and IEM Scheme in CSIR **STANDARD OPERATING PROCEDURE FOR ADOPTION OF INTEGRITY PACT**

1.0 BACKGROUND

- 1.1 In order to ensure transparency, equity and competitiveness in public procurement, Commission recommends adoption and the implementation of the concept of Integrity Pact (IP) by Government organizations, Public Sector Enterprises, Public Sector Banks, Insurance Companies, other Financial Institutions and Autonomous Bodies etc.
- 1.2 Vide Circular No. 06/05/21 dated 03.06.2021, the Commission issued a Comprehensive Standard Operating Procedure (SOP) for adoption and implementation of Integrity Pact.
- 1.3 Deptt. of Expenditure vide OM dt. 19.7.2011, issued guidelines to all Ministries/ Departments/ Organizations including their attached/subordinate offices and autonomous bodies for implementation of IP. Also, vide OM dated 20.7.2011 Deptt. of Expenditure requested Department of Public Enterprises for directions to Central Public Sector Enterprises for use of IP.
- 1.4 Further, in view of the increasing procurement activities of Public Sector Banks (PSBs), Insurance Companies (ICs) and Financial Institutions (FIs), the Commission vide Circular No. 02/02/2015 dated 25.02.2015 advised that all PSBs, PSICs and FIs shall also adopt and implement the Integrity Pact.

Bidders are requested to go through the provision of "CSIR Manual on Procurement of Goods 2019" available on CSIR website www.csir.res.in incorporated by clause of (1.45) Integrity Pact endorsed vide CSIR letter No 13-4(04) [15-16] S&P/Policy dt 27.06.2019.

2.0 INTEGRITY PACT

- 2.1 The Pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract. Only these vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:
 - Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
 - Principal to treat all bidders with equity and reason;
 - Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
 - Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract, etc.

- Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act;
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization Concerned.

2.2 Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

Detail (SOP) may be seen as per the 'Background' clause in the above order.

CHAPTER 2
CONDITIONS OF CONTRACT
A. GENERAL CONDITIONS OF CONTRACT (GCC)

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2.1. Definitions

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

(a) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.

(c) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) **“Day”** means calendar day.

(e) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) **“GCC”** mean the General Conditions of Contract.

(g) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) **“Related Services”** means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(i) **“SCC”** means the Special Conditions of Contract.

(j) **“Subbidder”** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) **“Supplier”** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) The **“Council”** means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the **“Purchaser”** means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.

(m) **“The final destination,”** where applicable, means the place named in the SCC.

2.2. Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Fraud and Corruption

2.3.1 The purchaser requires that bidders, suppliers, bidders and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “**Fraudulent practice**” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “**Collusive practice**” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) “**Coercive practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5. Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

2.6. Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

2.9. Application

2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10. Standards

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.11. Use of Contract Documents and Information

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12. Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub -Clause 12.2,

indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The use of the Goods in India; and
- (b) The sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the completion of work/acceptance of material. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

2.13.5 The Performance security shall be in one of the following forms:

- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.14. Inspections and Tests

2.14.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its sub bidder(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its sub bidder(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

2.14.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and/or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.15. Packing

2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

2.16. Delivery and Documents

2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

2.16.2 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris.

2.16.3 The mode of transportation shall be as specified in SCC.

2.17. Insurance

2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.

2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and/or the Indian agent shall be responsible for follow up with their principals for

ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.18. Transportation

2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19. Incidental Services

2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC.

2.20. Spare Parts

2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21. Warranty

2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

2.21.3 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

2.21.4 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

2.21.5 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

2.21.6 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

2.22. Terms of Payment

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

2.22.4 Payment shall be made in currency as indicated in the contract.

2.23. Change Orders and Contract Amendments.

2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.

2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24. Assignment

2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.25. Subcontracts

2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.26. Extension of time

2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-bidder(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty

pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.27. Penalty clause

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.28. Termination for Default

2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

a) The Performance Security is to be forfeited;

b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.29. Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the

control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30. Termination for Insolvency

2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31. Termination for Convenience

2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.32. Settlement of Disputes

2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its

intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) in the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2.32.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.32.5 notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

2.33. Governing Language

3.33.1 The contract shall be written in English language which shall govern its interpretation. All Correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.34. Applicable Law

2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.35. Notices

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the

other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.36. Taxes and Duties

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.37. Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.38 Integrity Pact

As per directive of the CVC all organizations including CSIR labs./institutes have to adopt an Integrity pact(IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who are willing to enter in to such an integrity pact with the buyer i.e. CSIR or its Labs./institutes, would be competent to participate in the bidding.

IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by CSIR/its labs and institutes & approved by CVC.

The SCC shall specify whether there is a need to enter into a separate integrity pact or not.

2.39 ARBITRATION

- 1. In the event of any question/dispute/difference arising under the under the agreement or in connection herewith (except as to matters the of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Center for appointment of Arbitrator to adjudicate the dispute.**
- 2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.**
- 3. subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification proceedings under the clause.”**

B. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall act as a general guideline and shall supplement and/or amend the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 2.1(l)	The Purchaser is: Director, CSIR-NIScPR, Dr. K. S. Krishnan Marg, New Delhi - 110012
GCC 2.1(m)	The Final Destination is: CSIR-NIScPR, Dr. K. S. Krishnan Marg, Near PUSA Gate, New Delhi- 110012 or any other designated place in Delhi/NCR.
GCC 2.13.1	The amount of the Performance Security shall be: 10% of the Contract Value
GCC 2.14.1	The Inspection and Tests prior to delivery of Books & DVDs and at final acceptance are as follows : For Inspection of Books: Samples of printed Books may be seen by the printer/publisher before participating in the tender and thereafter at the time of final printing the same must be approved by NIScPR officials. For Inspection of DVDs: The DVDs shall be prepared and that can be replicated only after the approval of NIScPR officials.
GCC 2.15.2	As it is planned to prepare a panel of High Quality Offset Printers ((Panel of printer firms will be made as per requirement of the tender)), the jobs can be given to any of the printer who execute quality works within a tight schedule as and when required. As far as possible printing work shall be entrusted to empanelled printers equally subject to satisfactory performance. As such, the empanelled printers shall execute the work as may be entrusted, as per schedule of production and delivery in a business-like manner. Refusal to accept and execute the work orders shall be viewed as violation of the provisions of the terms of agreement.
CC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are: 1. This panel will remain valid for a period of 24 MONTHS (TWO YEAR) initially. However, the contract may be extended or curtailed at the discretion of The Director, CSIR-NIScPR, depending on the performance of the firm. 2. Printing bills will be accepted and admitted only after satisfactorily completion and approval of the job. The press should submit pre-receipted bills in triplicate accompanied by the paper statement. Printer need to submit the bill job wise and not in bunch within two months from the date of delivery of the publication at CSIR-NIScPR.

GCC 2.16.3	The mode of transportation shall be by Air/Rail/Road.
GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the contract value from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.
GCC 2.19.1	The incidental services to be provided are as under: 1. To and fro free messenger service would have to be provided by the printer for collecting the material and delivery of the printed copies. 2. Paper rates shall be reviewed after every one year. 3. <u>The Printer shall be required to use specific quality of paper as per requirement of the publication.</u> 4. The Press would only be paid for the operations done by them. There may be certain operations like composing, processing, inputting of photographs in digital format, scanning/outputting etc. done at CSIR-NIScPR for which no payment would be made to the printer. 5. The binding should also be of high quality and the bound copies must be packed in Kraft paper or as per job requirements, in small packets and supplied to CSIR-NIScPR. 6. The quality of service will be reviewed after every THREE MONTHS 7. Only very high quality inks are to be used and the printing must be of very high standard. 8. The printer must ensure the safe custody of the printing material supplied by CSIR-NIScPR (i.e. Mss, proofs, photographs, scanning's, positives, etc.) and must return them immediately after completion of job. In case of any loss, the damages would have to be met by printer. 9. In case of: (i) Default in maintaining time schedule; (ii) Delayed and/or bad quality printing; and (iii) Short supply or damaged copies. Penalty as per rule would be levied. k. In some jobs, printing paper will be supplied by CSIR-NIScPR as and when required. Wastage allowance will be given as per BIS. Printers will have to make arrangements of their own to lift the printing paper from CSIR-NIScPR, Pusa, New Delhi
GCC 2.21.3	The period of the Warranty shall be: The payment shall be released after satisfactory supply of books and services will be reviewed after every THREE MONTHS .
GCC 2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: 1. Vendor should send the bill to CSIR-NIScPR within 60 days of the completion of the printing job. 2. Payment shall be made within 30 days after receiving bills after satisfactory execution/acceptance of the jobs. 3. The Director, CSIR-NIScPR reserves the right to make suitable deduction from the Printer's bill in case printing work is delayed and the quality is not found satisfactory.

GCC 2.27.1	The Director, CSIR-NIScPR, reserves the right to impose a liquidated damage in form of cut in the amount of bill on his discretion from 1% to a maximum of 10% of the order value. In such cases, The Director, CSIR-NIScPR reserves the right to the termination of the empanelment/contract without any advance notice and the firm will be black-listed.
GCC 2.27.1	The maximum amount of penalty/ liquidated damages shall be: 10% The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.34.1	The Place of jurisdiction is : New Delhi, India
GCC 2.35.1	For notices, the Purchaser's address is The Director CSIR-NIScPR, Dr. K. S. Krishnan Marg, Near PUSA Gate, New Delhi -110012
GCC 2.40	The integrity pact has not to be signed. However, efforts must be made to realize the objectives & spirits thereof.

Chapter 3

SCHEDULE OF REQUIREMENTS

The National Institute of Science Communication and Information Resources (CSIR-NIScPR) is a constituent unit of the Council of Scientific & Industrial Research (CSIR). The R&D Programmes being undertaken at CSIR-NIScPR are geared towards meeting the information needs of the different segment of the society. Apart from bringing out a variety of scientific and technical publications, providing information services and training in Science Communication, CSIR-NIScPR undertakes consultancy work in designing, editing and publication of journals, books and reports etc. CSIR-NIScPR has also an active programme in electronic publishing and undertake consultancy work in CD-ROM publishing and IT facilities are also being developed.

CSIR-NIScPR is situated in Pusa Campus (near Pusa Gate), Dr K S Krishnan Marg, New Delhi 110012. The campus of the Institute is spread over 2.4 hectare. It has a main building 1790.60 m² located almost in the Centre of the Campus surrounded by front, back and side lawns. The main building has ground plus two floors. Here is an annexe building and five temporary structures spread around the main building, and two gates with security cabins at boundary of the campus.

Scope of Work and Requirements

It is planned to prepare **a panel of High Quality Offset printers ((Panel of printer firms will be made)** initially for a period of TWO year who could provide High Quality Offset Printing services as per terms and conditions in the tender document to our satisfaction as most of the jobs are time-bound being scientific publications and require close coordination with Editors for quality purpose. For empanelment criteria see **Clause 1.29. Empanelment/Award Criteria**

NIScPR publishes six Monthly, two bimonthly, one Quarterly and one Half Yearly journal as a routine, and many other jobs from time to time. Page nos. and color pages etc., may vary in each publication.

The printing jobs can be of different sizes in single or multicolor and the printer may be required to undertake printing jobs as and when required by NIScPR. The jobs are of highly prestigious nature and hence the quality and production schedule have to be scrupulously maintained. **The print order may vary from 50 to 25,000 copies from job to job.** The printer must have sufficient capacity to handle single/2/4-colour jobs on **URGENT BASIS**.

- **Role of NIScPR:** NIScPR has state-of-the-art facilities to take care of Designing and Formatting work. All efforts would be made to provide error-free data to the printer for printing only. However, as and when required, printer would have to provide pre-press work also. All the jobs would be closely monitored by Team-NIScPR for high quality printing and

timeliness. In some jobs, printing paper will be supplied by CSIR-NIScPR as and when required. Wastage allowance will be given as per BIS standards. Printers will have to make arrangements of their own to lift the printing paper from CSIR-NIScPR, Pusa, New Delhi

- **Role of Printer:** Complete text and cover material would be provided through e-mail or in a computer CD, pen drive, and the printer would have to make pages as per NIScPR style sheet, carry out corrections, formatting, layout with placement of figures, photo, graphs etc. as per our design and must provide the color proofs before the final printing of any job in finished size. Thereafter approval of color proofs, printing and binding of jobs will be done as per the requirements. After printing advance copies should be provided at NIScPR before the final delivery of books. Sometimes printers may have to format the pages as per style sheet provided by NIScPR. Brief account of work would include:
 - Managing Data provided by NIScPR
 - Typesetting/Page preparation/formatting/corrections/impositions/form preparation etc.
 - Plate making of different forms and cover by CTP.
 - Printing
 - Folding & Gathering of forms.
 - Cover lamination.
 - Cutting & different style of binding of printed copies as required.
 - Finishing of printed copies, Packing & delivery of copies in Kraft paper or poly pouches in Delhi or NCR.

NOTE: Sharpness, Clarity and Colour should be same as provided by NIScPR

In case there is any delay in supplying the proofs/printed copies to CSIR-NIScPR, the Director, CSIR-NIScPR reserves the right to withdraw the job and no payment would be made for any part of the job completed or in progress. In case there is any delay in supplying the proofs/printed copies to CSIR-NIScPR, the Director, CSIR-NIScPR reserves the right to withdraw the job and no payment would be made for any part of the job completed or in progress. The detailed technical specifications and the items for which rates are required are given in Chapter 4.

Chapter 4

Specifications and Technical Details

S.NO	Job Name
1	Laser Typesetting(DTP) of Scientific text both English & Hindi or bilingual
1.01	Fomattng and correction of data supplied by CSIR-NIScPR. Price per page for the area as under
1.02	For Demy 4to & A4 (6.5x9.5 inch)
1.03	For Demy 8vo(4x7 inch)
1.04	Royal 8 vo (4.5x8 inch)
1.05	Crown 4to (5x8 inch)
2	Plate prepration. Per plate charge which includes, imposition, ferro or blue print outputting, correction, exposing by ctp, developing,gumming etc. For diffrent sizes of plates
2.01	25x37 inch
2.02	28x40 inch
2.03	20x30 inch
3	Price for Printing (Scientific research journals, annual report, letterheads, visiting cards,pamphlet, bill book, Magazines etc) per color per thousand sheets for following sheet size. Wastage as per BIS STANDARD will be allowed.
3.01	price for printing of 20x30nch (for 1st 1000 sheets)
3.02	price for printing of 20x30 inch (for next 1000 sheets or part)
3.03	price for printing of 23x36 inch (for 1st 1000 sheets)
3.04	price for printing of 23x36 inch (for next 1000 sheets or part)
3.05	price for printing of 25x36 inch (for 1st 1000 sheets)
3.06	price for printing of 25x36 inch (for next 1000 sheets or part)
3.07	price for printing of 30x40 inch(for 1st 1000 sheets)
3.08	price for printing of 30x40 inch (for next 1000 sheets or part)
4	Price of different types of paper/kg for different jobs.
4.01	80 gsm maplitho

4.02	100 gsm bond paper
4.03	100 gsm DO paper
4.04	60 gsm Parchment Paper
4.05	60 gsm glazed newsprint paper
4.06	90 gsm matt art paper with high brightness
4.07	110 gsm matt art paper with high brightness
4.08	110 gsm gloss art paper with high brightness
4.09	90 gsm gloss art paper with high brightness and gloss
4.1	80 gsm recycled paper (off-white/yellowish shade)
4.11	100 gsm coloured paper
4.12	60 gsm LWC paper
4.13	Bible Paper Natural shade
4.14	80 gsm Kraft paper
4.15	100 gsm gloss art paper with high brightness and gloss
4.16	100 gsm matt art paper with high brightness
4.17	130 gsm gloss art paper with high brightness and gloss
4.18	130 gsm matt art paper with high brightness
4.19	170 gsm gloss art paper with high brightness and gloss
4.2	170 gsm matt art paper with high brightness
4.21	218-220 gsm matt art card with high brightness
4.22	218-220 gsm gloss art card with high brightness and gloss
4.23	300 gsm gloss art card with high brightness and gloss
4.24	300 gsm matt art card with high brightness
5	Price for different type of binding for sizes demy 4to/8vo, crown 4to, royal 8vo and A4
5.01	Side wire stitching for all above size including folding,gathering, stitching at 2 places, cover creasing, cover pasting and trimming(machine/manual) per copy containing
5.02	up to 40 pages
5.03	up to 60 pages

5.04	up to 80 pages
5.05	up to 120 pages
5.06	up to 200 pages
6	centre wire stitching for all above size including folding, gathering, trimmming, stitching at 2 places with cover. Per copy containg pages
6.01	up to 28 pages
6.02	up to 40 pages
6.03	up to 80 pages
6.04	up to 120 pages
7	Paperback with thread sewing for all above sizes including folding,section inserting(<i>bharai ka farma</i>),gathering,endleaf pasting,cover creasing, cover pasting with machine and trimming. Per copy containg pages
7.01	Up to 100 pages
7.02	Up to120 pages
7.03	Up to 180 pages
7.04	Up to 240 pages
7.05	Up to 300 pages
7.06	Up to 350 pages
7.07	Up to 600 pages
7.08	601 pages and above
8	Perfect Binding for all above sizes including folding,gathering, spine gumming,cover creasing, cover pasting,trimming etc per copy containing pages
8.01	Up to 60 pages
8.02	Up to 70 pages
8.03	Up to 80 pages
8.04	Up to 90 pages
8.05	Up to 100 pages
8.06	Up to 120 pages
8.07	Up to 150 pages

8.08	Up to 180 pages
8.09	Up to 200 pages
8.1	Up to 250 pages
8.11	Up to 300 pages
8.12	Up to 400 pages
8.13	401 pages and above
9	Hard case binding for all above sizes including folding, gathering,section sewing, rounding, preparing case with full cloth/rexine(imported mill board of 2.5mm thick) with headband,endleaf paper(aster paper) pasting with(white/color of 120gsm), gold tooling, screen printing on front and spine and wrapping the jacket, binding including per copy using best quality rexine/popline cloth, cellophane covering material or using printed and laminated sheet instead of binding cloth. Endleave paper would be provided by binder. per copy containg pages
9.01	Up to 150 pages
9.02	Up to 200 pages
9.03	Up to 250 pages
9.04	Up to 300 pages
9.05	Up to 400 pages
9.06	Up to 600 pages
9.07	Up to 601 pages and above
10	Folding of folders including, folding, gathering and trimming
10.01	one to two fold
10.02	three to five fold
11	price for Lamination of art card and art paper etc using good qualtiy film per sq. Inch
11.01	Gloss/mat lamination
11.02	UV coating
11.03	Price for paste up of slips or pages in the book for all above size
12	Prices for die making and die cutting
12.01	charges for die making per. Sq.inch

12.02	charges for die cutting per sheet Up to size 13x19 inch
13	price for stationary binding (invoices, issue slips, gate pass book etc) may be in duplicate, triplicate, quadruplicate which will include, perforation, serial numbering and bound with mill board with thick color paper in front
13.01	50 page in duplicate(top copy to be perforated)
13.02	50 page in triplicate(top two copy to be perforated)
13.03	50 page in quadruplicate(top three copies to be perforated)
14	Price for pad making including gathering, back gluing,cover pasting with mill board and coloured cover paper including perforation and numbering if required
14.01	up to 25 sheets pad
14.02	up to 50 sheets pad
14.03	up to 100 sheets pad
15	Price for register making including charges of full rexine or paper,3 mm thick imported mill board, endpaper pasting with paper and numbering if required (Note: Mill board and aster paper to be provided by the binder and no additional cost will be paid by the NISCPR. Price per register Up to 200 pages for the sizes
15.01	9x12 inch(approx)
15.02	11x15 inch (approx)
15.03	12x18 inch (approx)
15.04	13x19 inch (approx)
16	pouch packing
16.01	single copy
16.02	two copies
16.03	three copies
16.04	five copies
17	envelope with printing
17.01	6x9 inch
17.02	3x9 inch
17.03	A4
17.04	A3

			The press should have the capacity to print significantly higher and lower number. 3. NUMBER OF PAGES : 64 pages (Text) +4 pages Cover (total 68 pages), all 4/4 in colour 4. TRIMMED SIZE : 8.5"x11" (finished) 5. PRINT AREA : 7.5" × 9.5" 6. PRINTING : Text to be printed by sheet fed in four color Cover to be printed in 4-colour (1st to 4th cover), by sheet fed An issue of SCIENCE REPORTER contains (64 pp) in 4/4 color printed on 90 gsm gloss art paper. Cover is printed in 4/4 color on 110 gsm gloss art paper. 7. BINDING : Centre-wire stitching at two places.
18.03			1. TITLE : <u>Science Ki Duniya</u> (A quarterly Popular Urdu Science magazine) 2. PRINT ORDER : 50-200 Copies per issue (Print order may vary). The press should have the capacity to print significantly higher and lower number. 3. NUMBER OF PAGES in : 52 pages (Text) +4 pages Cover (total 56 pages), all 4- color 4. TRIMMED SIZE : 8.5"x11" (finished) 5. PRINT AREA : 7.5" × 9.5" 6. PRINTING : Text to be printed by sheet fed in four color. Cover to be printed in 4/4colour (1st to 4th cover), by sheet fed An issue of Science ki Duniya contains (52 pp) in 4/4 color printed on 90 gsm gloss art paper.

	Cover is printed in 4/4 color on 110 gsm gloss art paper.
	7. BINDING : Centre-wire stitching at two places.
19	Rates Digital Printing.
19.01	Digital printing rate of sheet size Up to A4 in Black and white
19.02	Digital printing rate of sheet size Up to A4 in Multicolour
19.03	Digital printing rate of sheet size Up to 13x19 Inches in Black and white
19.04	Digital printing rate of size size Up to 13x19 Inches in Multicolour
19.05	Digital printing rate of sheet size above 13x19 Inches in BW
19.06	per page Digital printing rate of sheet size above 13x19 Inches in Multicolour
20	RATES FOR CALENDER MAKING OF 7-14 LEAFS (INCLUDES SPIRAL/SPICO/SPICO BINDING WITH BOARD SUPPORT)
21	RATES FOR CALENDER MAKING OF SINGLE LEAF CALENDAR (INCLUDES METAL STRIP AND HANGER)

Chapter 5

Qualification requirements

The Technical bid prepared by the bidder shall comply following Requirements:

1. The firm should have an experience of minimum five years in offset printing work (enclose copy of the Press Registration certificate).

Proof of **Annual Turnover of Rs. 9,15,00,000/- (NINE CRORE FIFTEEN LAKHS ONLY)** and above during financial year 2022-23 & 2023-24 & 2024-25 (Certificate from chartered Accountant may be furnished) in offset printing work. Copy of audited balance sheet of last three years may be enclosed. Having GST and PAN registration and who have worked for National Laboratories/Institutes, Govt. Depts., Semi-Govt. Organizations, Institutional Campuses & have successfully carried out (started & completed) satisfactory execution of works as given below may apply

- (iii) Three similar works, each of value not less than 40% of the estimated cost put to tender,

OR

- (iv) Two similar works, each of value not less than 50% of the estimated cost,

OR

- (iii) One similar work of value not less than 80% of the estimated cost,
[Enclose Proof of: Last three similar work orders and completion]. Each costing not less than

Rs. 1,21,99,114, Rs. 1,52,48,893 and Rs. 2,43,98,228 respectively in a single contract within last three years, ending on last date of previous month. In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of less than one year shall not be considered.

2. List of other Govt. Departments, Public Sector units and Reputed Companies/Publishers for which the bidder has completed at least **Three** four-colour Offset Printing Jobs/contracts [Enclose Proof of: Last three similar work orders].

3. Enclose three samples of very high quality offset printing work on different types of coated/uncoated paper or card (Indian/Imported).

4. Copy of PAN No.

5. GST Registration Number

6. Copy of Press Registration Certificate.

7. Power Generator to ensure continuous power supply.

8. Insured Godown facility to store printing paper.

9. Pre-press, Plate-making and printing machinery required for offset Printing should be in single premises.

10. Following printing machinery in single premises (Press visit will be done by officials of CSIR-NIScPR):

- a) Three 4-colour sheet fed offset printing machines out of which one machine must be of size 23"x36" and one must be of size 28"x40" and

- b) One single or 2-colour sheet-fed offset printing machines (23"x36" size or above). One additional 4-colour sheet-fed offset printing machine, of the size 23"x36", shall be considered in case of non-availability of single col. Or 2-col. Machine.

- c) Complete CTP Setup. Plates to be retained for 10 days for reprint purposes.

- d) There should be a complete binding setup that includes folding machine, gathering machine, section sewing, perfect binding, flow line and paper cutting machines.
- e) i5 of higher configuration Computers with latest technologies (Min. three nos.), b&w and color laser printer.
- f) Software's (latest versions) for formatting both in Hindi and English -- MS Word, PageMaker, Corel draw, Photoshop, In Design, Illustrator, etc.
- g) Media compatibility for transportation of digital data -- CD, Pen drive, etc.
- h) Internet Facility.

Chapter 6

Contract form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) The CSIR-NIScPR a establish constituent of CSIR registered under the Societies Registration Act 1860 of the Government of India having its registered office at Dr. K. S. Krishnan Marg, New Delhi - 110012, India represented by Director, NIScPR (hereinafter called “the Purchaser”), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for printing and binding of DIFFERENT TYPES OF RESEARCH JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS, ENVELOPES, MAGAZINES ETC, and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The NIScPR’s Notification of Award
 - (g) [*Add here any other document(s)*]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall

prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the CSIR-NIScPR

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Chapter 7

Other standard forms

Table of Contents

Sl. No.	Name
1.	Bidder Information Form
2.	Check List for Bid/Tender Submission
3	Bid Security Form
4.	Performance Security Form
5.	Bid Form (Technical Bid)
6.	Bid Form (Financial Bid)
7.	Questionnaire

Bidder Information Form

a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for bids]

Page 1 of _____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*

(l) 6. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

Signature of Bidder _____

Name _____

Business

Address

FORM - 2

Check List for Bid/Tender Submission

The following check-list must be filled in and submitted with the bid/tender document:

Technical Bid

1. Has the bid document been issued to you?	Yes/No
2. Have you attached the bid/tender form	Yes/No
3. Have you attached all the documents/certificates as per clause 1.1.2	Yes/No
4. Have you enclosed EMD	Yes/No
5. Have you attached Form - 2	Yes/No
6. Have you enclosed Proof of: (a) Three similar work orders (b) List of Govt Deptts/Reputed Companies/Publishers for whom the printer have completed the printing jobs	Yes/No
7. Copy of the latest audited balance sheet of the company/firm.	Yes/No
8. Copy of Registration of Printing press where the work is to be carried out /PAN or SARAL/Service Tax or VAT Regd.	Yes/No
9. Do you have all the Typesetting, Scanning/Outputting/Plate-making/Printing facilities (As mentioned in 1.9.2)	Yes/No

Financial Bid

1.	Have you attached the bid/tender form in the format shown in Form-5 & Form 6	Yes/No
2.	Have you attached the Price Schedule for the services offered in the format specified in Chapter 5?	Yes/No

Please ensure that the bid/tender document fulfill all the parameters/ requirements on his own interest as required in the Tender Document:

BID SECURITY FORM

Whereas _____

(Hereinafter called the tenderer")

has submitted their offer dated _____
for the supply of _____

(hereinafter called the tender")

Against the purchaser's tender enquiry No. _____ KNOW
ALL MEN by these presents that WE _____
of _____
having our registered office at _____
_____are bound unto _____(hereinafter called
the "Purchaser")

In the sum of _____ For
which payment will and truly to be made to the said Purchaser, the Bank binds itself, its
successors and assigns by these presents. Sealed with the Common Seal of the
said Bank this _____day of
_____, 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force Up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)
WHEREAS (Name of Supplier)
hereinafter called “the Supplier” has undertaken, in pursuance of Contract No.
..... dated.....20..
To supply (Description of Goods and
Services) hereinafter called “the order”.

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

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

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

This guarantee is valid until theday of20..

Signature and Seal of Guarantors

.....

Date20..

Address:

.....

All correspondence with reference to Performance Security shall be made at the following address:

Director,

National Institute of Science Communication And Policy Research (CSIR-NIScPR)

Dr K.S. Krishnan Marg (Near Pusa)

Bid Form

a) *[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

b)

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 and GCC Clause 13 for the due performance of the Contract;

c)

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____		

(If none has been paid or is to be paid, indicate “none.”)

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

d)

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

e) Dated on _____
signing]

day of _____, _____
[insert date of

Bid Form (Financial Bid)
(On the letter head of the firm submitting the bid document)

To

The Director
National Institute of Science Communication &
Policy Research
Dr K S Krishnan Marg
New Delhi - 110012

Ref: Bid document No:

Dated.....

Sir,

Having examined the bidding/tender documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for printing and binding of DIFFERENT TYPES OF RESEARCH JOURNALS, ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION CARDS, ENVELOPES, MAGAZINES ETC as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Services at the prices and rates mentioned in the Commercial Bid. We do hereby undertake, that, in the event of acceptance of our bid, the supply of Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

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

- Bid Letter
- Price Schedule (Chapter - 5)
- Statement of deviations from Financial **terms and conditions**, if any
-

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to abide as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

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

or

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

or

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

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly

attested by the person authorised to sign the bid document.)

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

Dated this, day of..... 202..

Signature of Bidder

Details of enclosures:

Full Address :.....
.....
.....

Telephone No.....

Address:.....

Fax No:.....

E-mail:.....

COMPANY SEAL

FORM-7

QUESTIONNAIRE

Do You Have the following Facilities for Undertaking the Jobs?			
1. TYPESETTING			Remarks
i5 of higher configuration Computers with latest technologies	Yes	No	
Softwares (latest version) — MS Word, Page Maker, Corel Draw, InDesign, Illustrator, Photoshop, Win Zip, etc. for Formatting both in English and Hindi	Yes	No	
Media for Transportation of digital data — , CD, Pen drive, Hard Disk etc.	Yes	No	
Laser Printer 1200 DPI (post script)—Black & White, Colour	Yes	No	
2. CTP			
Size	Yes	No	
Plate making in 150 or above lpi.	Yes	No	
3. PRINTING MACHINES			
a) <u>Three</u> 4-colour sheet fed offset printing machines out of which one machine must be of size 23"x36" or and one must be of 28"x40' above.	Yes	No	
b) <u>One</u> single or 2-colour sheet-fed offset printing machine (23"x36"size or above). One additional 4-colour sheet-fed offset printing machine, of the size 23"x36" shall be considered in case of non-availability of single col. Or 2-col. Machine.	Yes	No	
4. BINDING FACILITIES			
Lamination Machine	Yes	No	
Stitching Machine	Yes	No	
Folding Machine , Gathering & Flowline	Yes	No	
Section Sewing,	Yes	No	
Cutting Machine—Programme cutting or manual	Yes	No	
Perfect binding/creasing	Yes	No	
5. INSURED GODOWN FACILITY			
Capacity to store printing paper -- Give approx area	Yes	No	
6. INTERNET CONNECTIVITY			
For transportation of Material/Proofs for printing	Yes	No	
7. Generator	Yes	No	

Signature_____

Stamp of the Firm/Press_____Dated:_____

Chapter 8

Financial Bid

S.NO	Job Name
1	Laser Typesetting(DTP) of Scientific text both English & Hindi or bilingual
1.01	Fomattin and correction of data supplied by CSIR-NISCPR. Price per page for the area as under
1.02	For Demy 4to & A4 (6.5x9.5 inch)
1.03	For Demy 8vo(4x7 inch)
1.04	Royal 8 vo (4.5x8 inch)
1.05	Crown 4to (5x8 inch)
2	Plate prepration. Per plate charge which includes, imposition, ferro or blue print outputting, correction, exposing by ctp, developing,gumming etc. For diffrent sizes of plates
2.01	25x37 inch
2.02	28x40 inch
2.03	20x30 inch
3	Price for Printing (Scientific research journals, annual report, letterheads, visiting cards,pamphlet, bill book, Magazines etc) per color per thousand sheets for following sheet size. Wastage as per BIS STANDARD will be allowed.
3.01	price for printing of 20x30nch (for 1st 1000 sheets)
3.02	price for printing of 20x30 inch (for next 1000 sheets or part)
3.03	price for printing of 23x36 inch (for 1st 1000 sheets)
3.04	price for printing of 23x36 inch (for next 1000 sheets or part)
3.05	price for printing of 25x36 inch (for 1st 1000 sheets)
3.06	price for printing of 25x36 inch (for next 1000 sheets or part)
3.07	price for printing of 30x40 inch(for 1st 1000 sheets)
3.08	price for printing of 30x40 inch (for next 1000 sheets or part)
4	Price of different types of paper/kg for different jobs.

4.01	80 gsm maplitho
4.02	100 gsm bond paper
4.03	100 gsm DO paper
4.04	60 gsm Parchment Paper
4.05	60 gsm glazed newsprint paper
4.06	90 gsm matt art paper with high brightness
4.07	110 gsm matt art paper with high brightness
4.08	110 gsm gloss art paper with high brightness
4.09	90 gsm gloss art paper with high brightness and gloss
4.1	80 gsm recycled paper (off-white/yellowish shade)
4.11	100 gsm coloured paper
4.12	60 gsm LWC paper
4.13	Bible Paper Natural shade
4.14	80 gsm Kraft paper
4.15	100 gsm gloss art paper with high brightness and gloss
4.16	100 gsm matt art paper with high brightness
4.17	130 gsm gloss art paper with high brightness and gloss
4.18	130 gsm matt art paper with high brightness
4.19	170 gsm gloss art paper with high brightness and gloss
4.2	170 gsm matt art paper with high brightness
4.21	218-220 gsm matt art card with high brightness
4.22	218-220 gsm gloss art card with high brightness and gloss
4.23	300 gsm gloss art card with high brightness and gloss
4.24	300 gsm matt art card with high brightness
5	Price for different type of binding for sizes demy 4to/8vo, crown 4to, royal 8vo and A4
5.01	Side wire stitching for all above size including folding,gathering, stitching at 2 places, cover creasing, cover pasting and trimming(mannual/machine) per copy containing

5.02	up to 40 pages
5.03	up to 60 pages
5.04	up to 80 pages
5.05	up to 120 pages
5.06	up to 200 pages
6	centre wire stitching for all above size including folding, gathering, trinning, stitching at 2 places with cover. Per copy containing pages
6.01	up to 28 pages
6.02	up to 40 pages
6.03	up to 80 pages
6.04	up to 120 pages
7	Paperback with thread sewing for all above sizes including folding,section inserting(<i>bharai ka farma</i>),gathering,endleaf pasting,cover creasing, cover pasting with machine and trimming. Per copy containing pages
7.01	Up to 100 pages
7.02	Up to 120 pages
7.03	Up to 180 pages
7.04	Up to 240 pages
7.05	Up to 300 pages
7.06	Up to 350 pages
7.07	Up to 600 pages
7.08	601 pages and above
8	Perfect Binding for all above sizes including folding,gathering, spine gumming,cover creasing, cover pasting,trimming etc per copy containing pages
8.01	Up to 60 pages
8.02	Up to 70 pages
8.03	Up to 80 pages
8.04	Up to 90 pages
8.05	Up to 100 pages

8.06	Up to 120 pages
8.07	Up to 150 pages
8.08	Up to 180 pages
8.09	Up to 200 pages
8.1	Up to 250 pages
8.11	Up to 300 pages
8.12	Up to 400 pages
8.13	401 pages and above
9	Hard case binding for all above sizes including folding, gathering, section sewing, rounding, preparing case with full cloth/rexine(imported mill board of 2.5mm thick) with headband, end leaf paper(aster paper) pasting with(white/color of 120gsm), gold tooling, screen printing on front and spine and wrapping the jacket, binding including per copy using best quality rexine/poplin cloth, cellophane covering material or using printed and laminated sheet instead of binding cloth. End leaf paper would be provided by binder. per copy contains pages
9.01	Up to 150 pages
9.02	Up to 200 pages
9.03	Up to 250 pages
9.04	Up to 300 pages
9.05	Up to 400 pages
9.06	Up to 600 pages
9.07	Up to 601 pages and above
10	Folding of folders including, folding, gathering and trimming
10.01	one to two fold
10.02	three to five fold
11	price for Lamination of art card and art paper etc using good quality film per sq. Inch
11.01	Gloss/mat lamination
11.02	UV coating
11.03	Price for paste up of slips or pages in the book for all above size

12	Prices for die making and die cutting
12.01	charges for die making per. Sq. inch
12.02	charges for die cutting per sheet up to size 13x19 inch
13	price for stationary binding (invoices, issue slips, gate pass book etc) may be in duplicate, triplicate, quadruplicate which will include, perforation, serial numbering and bound with mill board with thick color paper in front
13.01	50 page in duplicate(top copy to be perforated)
13.02	50 page in triplicate(top two copy to be perforated)
13.03	50 page in quadruplicate(top three copies to be perforated)
14	Price for pad making including gathering, back gluing, cover pasting with mill board and colored cover paper including perforation and numbering if required
14.01	up to 25 sheets pad
14.02	up to 50 sheets pad
14.03	up to 100 sheets pad
15	Price for register making including charges of full rexine or paper,3 mm thick imported mill board, endpaper pasting with paper and numbering if required (Note: Mill board and aster paper to be provided by the binder and no additional cost will be paid by the NISCPR. Price per register up to 200 pages for the sizes
15.01	9x12 inch(approx.)
15.02	11x15 inch (approx.)
15.03	12x18 inch (approx.)
15.04	13x19 inch (approx.)
16	pouch packing
16.01	single copy
16.02	two copies
16.03	three copies
16.04	five copies
17	envelope with printing
17.01	6x9 inch

17.02	3x9 inch
17.03	A4
17.04	A3
18	PRINTING AND BINDING OF VIGYAN PRAGATI, SCIENCE REPORTER AND SCIENCE KI DUNIYA INCLUDING PAPER
18.01	1. TITLE : <u>VIGYAN PRAGATI</u> (A Monthly English Popular Science magazine) 2. PRINT ORDER : 10,000 Copies per month (Print order may vary) The press should have the capacity to print significantly higher and lower number. 3. NUMBER OF PAGES : 64 pages (Text) +4 pages Cover (total 68 pages), all In 4/4color 4. TRIMMED SIZE : 8.5"x11" (finished) 5. PRINT AREA : 7.5" × 9.5" 6. PRINTING : Text to be printed by sheet fed in four color. Cover to be printed in 4/4 (1st to 4th cover), by sheet fed An issue of Vigyan Pragati contains (64 pp) in 4/4 colour, printed on 90 gsm gloss art paper. Cover is printed in 4/4 color on 110 gsm gloss art paper. 7. BINDING : Centre-wire stitching at two places.

18.02	1. TITLE : <u>SCIENCE REPORTER</u> (A Monthly English Popular Science magazine) 2. PRINT ORDER : 15,000 Copies per month (Print order may vary). The press should have the capacity to print significantly higher and lower number. 3. NUMBER OF PAGES : 64 pages (Text) +4 pages Cover (total 68 pages), all 4/4 in colour 4. TRIMMED SIZE : 8.5"x11" (finished) 5. PRINT AREA : 7.5" × 9.5" 6. PRINTING : Text to be printed by sheet fed in four color Cover to be printed in 4-colour (1st to 4th cover), by sheet fed An issue of SCIENCE REPORTER contains (64 pp) in 4/4 color printed on 90 gsm gloss art paper. Cover is printed in 4/4 color on 110 gsm gloss art paper. 7. BINDING : Centre-wire stitching at two places.
18.03	1. TITLE : <u>Science Ki Duniya</u> (A quarterly Popular Urdu Science magazine) 2. PRINT ORDER : 50-200Copies per issue (Print order may vary). The press should have the capacity to print significantly higher and lower number. 3. NUMBER OF PAGES : 52 pages (Text) +4 pages Cover (total 56 pages), all in 4- color 4. TRIMMED SIZE : 8.5"x11" (finished) 5. PRINT AREA : 7.5" × 9.5" 6. PRINTING : Text to be printed by sheet fed in four color.

	Cover to be printed in 4/4colour (1st to 4th cover), by sheet fed An issue of Science ki Duniya contains (52 pp) in 4/4 color printed on 90 gsm gloss art paper. Cover is printed in 4/4 color on 110 gsm gloss art paper. 7. BINDING : Centre-wire stitching at two places.
19	Rates Digital Printing.
19.01	Digital printing rate of sheet size Up to A4 in Black and white
19.02	Digital printing rate of sheet size Up to A4 in Multicolour
19.03	Digital printing rate of sheet size Up to 13x19 Inches in Black and white
19.04	Digital printing rate of size size Up to 13x19 Inches in Multicolour
19.05	Digital printing rate of sheet size above 13x19 Inches in BW
19.06	per page Digital printing rate of sheet size above 13x19 Inches in Multicolour
20	RATES FOR CALENDER MAKING OF 7-14 LEAFS (INCLUDES SPIRAL/SPICO/SPICO BINDING WITH BOARD SUPPORT)
21	RATES FOR CALENDER MAKING OF SINGLE LEAF CALENDAR (INCLUDES METAL STRIP AND HANGER)

Signature.....

Date.....

Address.....

Office Stamp.....

TENDER ACCEPTANCE LETTER
(To be given on company letter head)

Date:

To,

The Director
NIScPR,
Dr. K.S. Krishnan Marg,
New Delhi-110012

Sub: Acceptance of Terms & Conditions of Tender

Tender/BiD No.

Name of tender/Work: PRINTING AND BINDING OF DIFFERENT TYPES OF RESEARCH JOURNALS,
ANNUAL REPORTS, NEWSLETTERS, BROCHURES, FOLDERS, INVITATION
CARDS, ENVELOPES, MAGAZINES ETC

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the website(s) namely e-tendering portal <https://etenders.gov.in/eprocure/app> as per advertisement given in the above website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents, which form, part of the contract agreement and I/We shall abide hereby the terms/conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality/entirely.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Deptt./Public sector undertaking.
6. I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)

Format of Integrity Pact
INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by **CSIR-NIScPR, New Delhi** hereinafter referred to as “The Principal”.

Andherein referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise

or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future Contracts

- (1) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex -"B".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to

terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1:(Name & Address): _____

Witness 2::(Name & Address): _____

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Terms and Conditions of IEM in CSIR and constituent Labs/Instts.:

1. The engagement will be as independent External Monitor (IEM) on contract basis in Council of Scientific and Industrial Research and its constituent Labs./Instts. Spread across India.
2. The Major role of the IEM would be implementation of integrity pact in CSIR for entering into contracts for procurement of material and service contracts with a threshold value of 3 Crore and above (under revision) to prevent/reduce/eliminate corruption, bribes or any other unethical practices.
3. The IEM is to Monitor and review the tendering process from inception to the culmination of the contract and compliance to the Integrity pact therein.
4. The IEM would be required to review independently and objectively, whether and to what extent the parties (CSIR or its Lab/Contractor) comply with the obligations under the Integrity pact therein.
5. The IEM will not be subject to instructions by the representatives of the parties and will perform their functions neutrally and independently.
6. The Independent External Monitor will not have administrative or enforcement responsibilities. He will co-ordinate his efforts with the help of the Chief Vigilance Officer, CSIR and other anti-corruption institutions such as the Central Vigilance Commission, New Delhi. He may engage services of outside agencies such as accounting firms, law firms etc. with prior approval of Joint Secretary (Administration), CSIR for CSIR Hq. and Director for CSIR Labs. If required, in discharge of his responsibilities.
7. A contentious issue may be referred to the nominated IEM of the contract either by CSIR or its Lab or by a bidder/contractor or by CVO. If referred to by a party other than CSIR, then IEM will duly inform CSIR (Joint Secretary, Administration)/ Director of CSIR Lab prior to commencement of his/her investigation.
8. The independent External Monitor will have access to all officers and all records of CSIR or its Laboratories relating to the matter connected with or incidental to the tender or contract of having a bearing with that. He/ She will also have access to bidder's records and information regarding its dealing with CSIR.
9. IEM may hold meetings with the bidder or contract processing officers or Joint meetings with both to resolve complaints.
10. If the Independent External Monitor observes or suspects an irregularity, he/she will inform Head of the Division. Once the Independent External Monitor is satisfied that an irregularity has taken place, he/she may inform Joint Secretary (Administration) at CSIR Head Quarter or Director of CSIR Lab.
11. The name and contact details of the **Independent External Monitor (IEM)** are as under:
(1)SHRI JAGDIP NARAYAN SINGH, IAS (Retd). jagdipsingh@yahoo.com
(2)SHRI ARUN KUMAR GUPTA, Ex-CMD, SCI quuptaarun55@rediffmail.com

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA'

(Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India in this regard are available at website (<https://doe.gov.in/procurement-policy-divisions>))

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

[Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No. 1) dated 23.07.2020]

2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinafter, including any agency, branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which-shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. The beneficial owner for the purpose of (3) above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than **fifteen percent** of capital or profits of the partnership.
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or

entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6) CERTIFICATE REGARDING COMPLIANCE:

a) Bidders shall submit following certificate:

UNDERTAKING FOR COMPLIANCE

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender."

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

b) [To be inserted in tenders for Service Contracts/Works Contracts including Turnkey contracts-] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Bidder shall submit the following certificate in this regard:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. _____ (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and forfeiture of EMD/Security Deposit.

The above certificate shall form part of PO/contract.

The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

7. Further, the above guidelines will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

8. 'Agent' mentioned in the above guidelines also includes dealer/distributor/sole selling agent.

**Land Border Declaration Undertaking
(to be furnished on the Bidding Firm's Letter Head)**

Ref : No.

Dated :

Sub : Land Border Certificate

Ref : Ministry of Finance, department of Expenditure, Public Procurement Division O.M.
F.No. 6/18/2019-PPD dated 23rd July, 2020.

Sub : **Printing and Binding of Different Types of Research Journals, Annual Reports, Newsletters, Brochures, Folders, Invitation Cards, Envelopes Magazines etc.**

Certificate for the Land Border Declaration

“I have read the clause regarding restrictions on procurement from the bidder of a country which shares a land border with India”

*I certify that this Bidder is not from Land border country as stipulated in the aforesaid OM of Ministry of Finance, department of Expenditure, Public Procurement Division O.M. F.No. 6/18/2019-PPD dated 23rd July, 2020.

OR

**I hereby certify that this bidder is from the land border country stipulated in the aforesaid OM of Ministry of Finance, department of Expenditure, Public Procurement Division O.M. F.No. 6/18/2019-PPD dated 23rd July, 2020 and fulfils all requirements in this regard and is eligible to be considered for this procurement. The valid registration certificate issued by the Competent Authority is attached.

I hereby undertake the content of the certificate is true in all respect

Bidder's authorized Signatory Name: _____
Designation: _____

(Seal)

*/** strike off which is not applicable