



## **Council of Scientific & Industrial Research**

**Anusandhan Bhawan, 2-Rafi Marg, New Delhi-110001**

Telephone :011-23765091,23715188(Telefax)

Website: [www.csir.res.in](http://www.csir.res.in)

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### **TENDER DOCUMENT**

For

***Procurement of All in One Computer, Colour Laser Jet Printer,  
Scanner etc***

Tender Notice No. 13-2(38)/10-11/Pur Dated 16.09.2010

Date & Time of Submission of Bid: 30.09.2010 up to 2.30 PM

Date of Opening (Technical Bid): 30.09.2010 at 3.30 PM

# **Council of Scientific & Industrial Research**

**Anusandhan Bhawan, 2-Rafi Marg, New Delhi-110001**

Telephone :011-23765091,23715188(Telefax)

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**Tender Notice No. 13-2(38)/10-11/Pur Dated 16.09.2010**

**For**

## **Procurement of All in One Computer, Colour Laser Jet Printer, Scanner etc**

For and on behalf of the Council of Scientific and Industrial Research New Delhi ,the Joint Secretary (Admn) CSIR, New Delhi invites sealed tenders in two bid system i.e.(Part-I Technical Bid and Part-II Price bid) for the supply, installation & Commissioning of All in One Computers, Colour Laser Jet Printers, Scanner etc. The detailed specifications of the items & terms and conditions of the tender are as under: -

<b>S. No.</b>	<b>Description of material</b>	<b>Qty.</b>	<b>Earnest Money Deposit /Bid Security (Rs)</b>	<b>Last date /Time of submission of bid/tender</b>	<b>Date/Time of opening of Technical part of bid)</b>
<b>01.</b>	<b>All in One Computer</b>	<b>40 Nos</b>	<b>1,00,000/- (Rupees One Lacs Only)</b>	<b>30.09.2010 up to 2.30 PM</b>	<b>30.09.2010 at 3.30 PM</b>
<b>02.</b>	<b>A-4 Document Scanner</b>	<b>03. No.</b>			
<b>03</b>	<b>Colour Laser Jet Printer</b>	<b>03 Nos.</b>			
<b>04.</b>	<b>Colour Laser Jet Printer</b>	<b>03 Nos.</b>			

## Instructions to the bidders (ITB)

Gentleman,

For and on behalf of the Council of Scientific and Industrial Research New Delhi , The Joint Secretary (Admn), CSIR, invites sealed tenders in two bid system for supply, installation, and commissioning of the material detailed in **Schedule of requirement as Annexure-I**. The bidders who desirous of downloading specifications from our website have to attach EMD/Bid Security only as stipulated above with the technical part of the bid. No tender document fee is applicable in the event the bidder downloads tender documents from website. Tenders received without EMD/Bid security will be summarily rejected.

### 1.1 Qualification criteria/Eligibility Criteria :-

- The invitation to Bids is open to all international/national manufacturers (OEM's), their authorized subsidiaries, agents, distributors, dealers etc. However bidders, who are accredited with ISO 9000/9001/9002/9003 etc. will get the preference.
- The distributors/dealers /Business partners who are submitting the bid on the behalf their manufacturers are required to be submit the valid authorization certificate issued in the name of bidder only as per the attached format.
- The bidder should have executed the three orders of costing Rs 20 Lakhs or more during last two years (2008 to 2010).Completion certificate issued by the customers are required to be attached with the technical part of Bid.
- The Bidder should have a average turnover of at least 200 Lakhs (2 Crores) during last two years out of which at least Rs 40 Lakhs must in the area of supply of IT hardware. Performance Certificates and copy of audited balance sheet of 2007-08 & 2008-09 are required to be enclosed.
- To prove their credential, the bidders have to attach Copies of valid registration certificates, proof of manufacturers, distributorship and registration with taxation authorities etc. with the bid.
- The bidder must have the facility for sales & services at New Delhi/NCR with trained engineers to provide service support. Proof of service set up & qualification of engineers are required to be attached.
- The bidder will have bear all costs associated with preparation and submission of the bid.

## 1.2 The Bidding documents

- Bidding document should be in accordance with the prescribed bidding documents such as
  - a) Instruction to Bidders (ITB)
  - b) General conditions of Contract
  - c) Schedule of requirements
  - d) Bid security form
  - e) Manufacturer's authorization in the event bid is submitted by distributors/agents.
- Amendment to bidding documents prior to deadline for submission by CSIR New Delhi for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder resulting in modification of bidding document is the prerogative of CSIR New Delhi. All prospective bidders who have received bidding document will however be notified of the amendment which will be binding on them.

## 1.3 Bid & its preparation

- Bid should be made in two parts. Part I (Technical) & Part II Commercial or Price Bid separately each sealed and super-scribed with tender no clearly stating on each envelop Technical Bid and commercial bid.
- The bids should be submitted preferably in English language.
- The price should be mentioned in both figures and words.
- Unit price should be mentioned for each item in the schedule of requirement by the bidding party.
- All charges towards duties, taxes and levies should be mentioned clearly in the bid.
- The latest incoterms should be specified in the bid.
- The Bid security/EMD (returnable) should be attached with the technical part of the bid in shape of Bank guarantee/ demand draft/FDR of Nationalized /Scheduled Bank in India valid for a period of one year drawn in favour of the JSA ,CSIR New Delhi.
- The bid security/EMD submitted in foreign currency should be in the shape of demand draft only drawn in favour of the JSA , CSIR New Delhi.
- Bid without bid security/EMD will be treated non responsive and will be rejected.
- The EMD of successful bidder will be returned/ on successful performance of the contract and the bid security of unsuccessful bidders will be returned after the notification of award of contract to the successful party/parties.

- The bid security will be forfeited if the bid is withdrawn during the period of its validity specified by the bidder on bid or in case the successful bidder fails to supply the material/goods in time.
- Bids are to remain valid for 90days after its opening by the CSIR New Delhi and in exceptional circumstances the CSIR New Delhi may solicit the bidders consent in writing for extension of validity period. The bidder-granting request in any case may not be permitted to modify the bid.
- Bidders are also required to submit the response in respect of the following with bid:
  - a) Credentials as manufacturer/distributor/dealer
  - b) Clientele List
  - c) PAN and Income Tax clearance documents, details of VAT Number etc.

### 1.4Submission of Bid

- The outer envelop containing bids both (commercial and technical) separately should be sent to the address of the Joint Secretary(Admn) Council of Scientific & Industrial Research, Anusandhan Bhawan,2-Rafi Marg, New Delhi-110001 sealed and super-scribed with tender reference, subject, name and address of the bidder and the same details should be mentioned in the inner envelops technical as well as commercial part.
- Bids will be received by CSIR New Delhi at the above address not later than the time and date specified in the invitation for bid. If the date of submission of the tender is declared holiday, the bids will be received on the next working day up to the appointed time.
- The CSIR New Delhi may, at its discretion extend the dead line for submission for bids by amending the bid documents.
- Late/ delay bids will not be entertained.
- The bidder may withdraw the bid after its submission, provided that written notice of the modification or withdrawal is received by the CSIR New Delhi prior to the deadline prescribed for submission of bids.
- No bids will be modified subsequent to the deadlines for submission of bids.
- No bid is to be withdrawn in the interval between the deadline for submission and expiry of the period of bid validity specified by the bidder on the bid. Withdrawal of offer bid during this interval may result in the bidder's forfeitures of its bid Security /EMD.

### 1.5BID OPENING AND EVALUATION OF BIDS

- The CSIR New Delhi will open all the bids (Technical part) so received before deadlines in the presence of bidder's representatives who choose to attend the bid opening process. They will sign the register/form maintained for invitation of bids evidencing their attendance. In case, the opening date happens to be holiday, the bids will be opened in the next working day.

## 1.6 Clarification of bids

- During evaluation of bids, CSIR New Delhi may, at its discretion, ask the bidders for clarification of bid for which a formal request will be made in writing and response will also be sought in writing but the clarification/clarifications so sought will not in any case result in change of price or substance of the bid.
- No verbal/ telephonic queries will be entertained by CSIR New Delhi or any matter relating to its bid from the time of its opening to the time of award of contract. However, any additional information by the bidder if he so wishes, is to be sent by him to CSIR New Delhi in writing. Any effort by the bidder to influence by CSIR New Delhi in its decision on bid evaluation, bid comparison or contract award decision may result in rejection of the Bidder's bid.

## 1.7 Evaluation & Comparison of Bids

- Prior to the detailed technical evaluation, the CSIR New Delhi will determine the substantial response of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations
- The CSIR New Delhi will reject a bid which is not substantially responsive.
- The Pre-qualification /Bid evaluation will be done on the basis of [Clauses of ITB etc.](#)
- Bidders shall state their bid price for the payment schedule outlined in the clauses of GCC. Bid will be evaluated on the basis of the base price. Bidders are, however permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The CSIR New Delhi may consider the alternative payment schedule offered by the selected Bidders but it may not be binding on the CSIR New Delhi
- CSIR New Delhi reserves the right to accept any bid and to reject any bid or to annul the bidding process and reject all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CSIR's action .

## 1.8 Award Criteria

- The CSIR New Delhi will award the Contract to the successful Bidder whose bids have been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## 1.9 Notification of Award

- Prior to the expiration of the validity period , the CSIR New Delhi will notify the successful Bidder in writing by letter, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted. The notification of Award will constitute the formation of the Contract.

## 1.10 Factors Affecting the Award of Contract

- The bidder should have its own Contract support facilities. The support facilities should be “owned and managed by the bidder.
- Conformity with the Request for Bid/tender required and conditions.
- The assessment of the capability of the bidder to meet the terms and conditions.
- The list of CSIR Laboratories /Govt. organizations where similar material/equipment has been supplied/ installed.
- The cost and the discount offered, if any.
- All other things equal, preference will be given to the established well-known manufacturers of high quality and international repute ,directly selling to the CSIR New Delhi

## 1.11 Fall clause

- The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores/materials/equipment and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other party especially CSIR Laboratories.
- The price charged for the stores supplied under the contract by the supplier, shall in no event, exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the CSIR New Delhi and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the CSIR New Delhi to (a) revise the price at any stage so as to bring it in conformity with above clause, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of relevant Clause of General Conditions of Contract shall, as far as possible, be applicable , or to recover the loss.

## **2.0 General Conditions of Contract (GCC)**

### **2.01 Definitions & interpretations**

- In this document, the following terms shall be interpreted as indicated:
- "The order" means the agreement entered into between the CSIR New Delhi and the Supplier including all the attachments and appendices referred to and all documents incorporated as per notification of award.
- "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- "The Goods/equipment/material" means all order items which supplier is required to supply to the CSIR New Delhi /HRDC Gaziabad under the Contract so finalized between CSIR New Delhi and the supplier.
- "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance training and other obligations of the Supplier covered under the Contract;
- "GCC" mean the General Conditions of Contract contained in this section.
- "The CSIR New Delhi" is a Apex body of R&D institutes working under ministry of Science & Technology, Govt of India
- "The Supplier" will mean the individual or a firm / company supplying the Goods and Services under the Contract as will be concluded.
- (h) "Day" means calendar day.

### **2.02 Application**

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

### **2.03 Standards**

- The Goods supplied under the Contract shall conform to the equivalent standards of items mentioned in the 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.

### **2.04 Use of Contract Documents and Information**

- The Supplier shall not, without the CSIR New Delhi'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 CSIR New Delhi 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 a confidence and shall extend only as far as may be necessary for purposes of such performance.
- The Supplier shall not, without the CSIR New Delhi's prior written consent, make use of any document or information except for purposes of performing the Contract.



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

## **2.05 Patent Rights**

- The Supplier shall indemnify the CSIR New Delhi against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **2.06 Submission of the bids.**

- All bids complete in all respect must reach the CSIR New Delhi within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money & cost of bidding documents (if applicable) etc. shall be rejected.
- Tender documents are available on CSIR New Delhi Web Site <http://www.csir.res.in> under reading tenders. Interested parties may download the tender documents.

## **2.07 Inspections and Tests**

- The CSIR New Delhi 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 CSIR New Delhi.
- The inspections and tests may be conducted at point of delivery and/or at the Goods on final destination.
- Should any inspected or tested Goods fail to conform to the specifications, the CSIR New Delhi 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 CSIR New Delhi .
- The CSIR New Delhi 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at its Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the CSIR New Delhi or its representative prior to the Goods shipment.
- Nothing in GCC Clause shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **2.08 Consequences of rejection**

- If in the event the stores/equipment/material are rejected by the CSIR New Delhi at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the CSIR New Delhi will be at liberty to :
  - **Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the CSIR New Delhi or**
  - Rejecting the material, which shall be final and binding on the contractor.

## **2.09 Packing**

- 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.

- 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, in any subsequent instructions ordered by the CSIR New Delhi .

## **2.10 Delivery and Documents**

- Delivery of the goods shall be made by the Supplier with in mutually framed delivery period from the date of placement of purchase order in pursuance of notification of award of contract
- The delivery of Stores shall be affected at the premises of the CSIR New Delhi or agreed destination within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.
- Time and date of delivery the essence of the contract: The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified as agreed between CSIR New Delhi & Supplier.

## **2.11 Insurance**

- The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers or CSIR New Delhi as may be agreed mutually in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "all risks" basis including war risks and strikes.

## **2.12 Transportation**

- Where the Supplier is required under the Contract to transport the Goods within India defined as CSIR New Delhi site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **2.13 Warranty**

- The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models/latest technology and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in India.
- This warranty shall remain valid for 36 months on site 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 Contract, unless specified otherwise.
- The CSIR New Delhi shall promptly notify the Supplier in writing of any claims arising under this warranty.

- Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the CSIR New Delhi.
- If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the CSIR New Delhi may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the CSIR New Delhi may have against the Supplier under the Contract.

## **2.14 TERMS OF PAYMENT:-**

### **a) For Indigenous supplies**

The payment shall be made within 30 days from the date of receipt of invoice after satisfactory inspection, installation and acceptance of material subject to submission of PBG equivalent to 10 % amount of order value valid for warranty period plus two months . The Supplier's request(s) for payment shall be made to the CSIR New Delhi in writing, accompanied by an Tax/Retail invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clauses, and upon fulfillment of other obligations stipulated in the contract.

Payment shall be made in Indian Rupees by way of crossed account payee Cheque/Demand Draft drawn on State Bank of India, New Delhi.

No advance payment will be made.

### **b) For import supplies**

As a standard practice In case of import by CSIR New Delhi, payment shall be made through an irrevocable letter of credit to the extent of 80% on production of shipping documents and proof of dispatch and the balance 20% will be paid after completion of installation, commissioning and acceptance of the systems/equipment to the entire satisfaction of council/ CSIR New Delhi and on production of performance bank guarantee for 20% of F.O.B value valid for warranty period plus two months from the date of acceptance of material either by the manufacturer or their Indian subsidiary/agents. Payment terms by the bidders must be mentioned explicitly in the bid document.

Consideration of any other terms regarding payment will be prerogative of CSIR New Delhi.

## **2.15 Prices**

- Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid. Change Orders
- The CSIR New Delhi may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in anyone 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 CSIR New Delhi ;
- b) The method of shipping or packing;
- c) The place of delivery; and/or
- d) The services to be provided by the Supplier.
- If any such change causes an increase or decrease in the cost , 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 thirty (30) days from the date of the Supplier's receipt of the CSIR New Delhi 's change order.

## **2.16 Contract Amendments**

- Subject to the relevant GCC Clauses, no variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **2.17 Assignment**

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

## **2.18 Subcontracts .**

- The Supplier shall notify the CSIR New Delhi in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

## **2.19 Delays in the Supplier's Performance**

- Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the CSIR New Delhi as per GCC clauses.
- If at any time during performance of the Contract, the Supplier or its sub-contractor(s) encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the CSIR New Delhi 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 CSIR New Delhi shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- Except as provided under 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 GCC Clauses, unless an extension of time is agreed upon pursuant to GCC without the application of liquidated damages.
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## **2.20 Liquidated Damages.**

- Subject to GCC Clauses 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 CSIR New Delhi shall, without prejudice to its other remedies under the Contract, deduct from the

supplier's bill, as penalty, a sum equivalent to 1 % per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods, delayed installations or unperformed Services for each week or part thereof delay until actual delivery or performance. Once the maximum is reached, the CSIR New Delhi may also consider termination of the Contract pursuant to GCC Clause .

## **2.21 Termination for Default**

- The CSIR New Delhi 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:
- If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the CSIR New Delhi pursuant to GCC Clause. or
- If the Supplier fails to perform any other obligation(s) under the Contract.
- If the Supplier, in the judgment of the CSIR New Delhi has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 'For the purpose of this Clause:
- "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition; ",
- In the event the CSIR New Delhi terminates the Contract in whole or in part, pursuant to GCC Clause, the CSIR New Delhi may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the CSIR New Delhi for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **2.22 Force Majeure**

- Notwithstanding the provisions of GCC Clauses ,the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the CSIR New Delhi either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the CSIR New Delhi in writing of such conditions and the cause thereof. Unless otherwise directed by the CSIR New Delhi 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.

### **2.23 Termination for Insolvency**

- The CSIR NEW DELHI 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 CSIR New Delhi .

### **2.24 Termination for Convenience**

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

### **2.25 Resolution of Disputes**

- The CSIR New Delhi 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.
- If, after thirty (30) days from the commencement of such informal negotiations, the CSIR New Delhi and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- In case of Dispute or difference arising between the CSIR New Delhi and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. 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 arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

### **2.26 Governing Language**

- The contract shall be written in English language. Subject to GCC Clauses, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **2.27 Applicable Law**

- The contract shall be governed by the Law of Contract for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued i.e. CSIR New Delhi.

## **2.28 Jurisdiction of Courts:**

- The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

## **2.29 Taxes and Duties**

- Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits especially in Indian supplies incurred until delivery of the goods under contract to the CSIR New Delhi /or as per mutually agreed terms on this aspect.
- For the purpose of all notices, the following shall be address of the CSIR New Delhi and supplier.

**The Joint Secretary (Admn),  
Council of Scientific & Industrial Research,  
Anusandhan Bhawan, 2-Rafi Marg,  
New Delhi-110001**

**Supplier**

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## Bid Form Performa 1.1

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

To

Joint Secretary (Admn.)  
Council of Scientific & Industrial Research,  
Anushandan Bhawan, 2-Rafi Marg,  
New Delhi-110001

Ref: Tender No.....

Date:....., 2010

Sir,

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

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

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

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

Price Schedule as per schedule of requirement as per Annexure I.

Statement of deviations. if any in technical specifications (Proforma 1.2 )

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 also carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

It is also 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, or a company 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,

Signature of Bidder & Full Address Dated this..... day of 2010.

Details of enclosures:

Telephone No. Fax No. E-mail:

COMPANY SEAL



## **PROFORMA -1.2**

### **TENDER FOR THE COST DETAILS OF THE EQUIPMENT OFFERED**

1. Total cost of the Material FOR CSIR Hqrs stores (Item no. 2,3 &4) and FOR HRDC, Ghaziabad stores (Item No. 01)
  
2. Applicable Taxes & Duties (Add): %
  
3. Terms of Payment:
  
4. Schedule of delivery of Material:
  
5. Warranty terms :-

Signature of the Tenderer/ Authorized Signatory

**Perform 1.3 -BID PARTICULARS TO BE ATTACHED WITH THE TECHNICAL BID**

1. Name and address of the bidder:
2. Name and address of Manufacturer :
2. Name and address of the Office/person to whom all reference/  
Correspondence shall be made for technical Coordination and expediting.
4. Place of Manufacturing.
5. Place of delivery/Place of shipment :
6. Service facilities available.
7. Name & qualification of Technical personals :-
8. Availability of spare parts.
9. Bidder's Proposal number and date:

Signature:

Name:

Designation:

Company:

Date:

**COMPANY SEAL**

**Proforma 1.4-**

**Bid Security Form**

Whereas-----“(herein called the bidder) has submitted its bid dated-----  
for the supply of -----herein called the bid

KNOW ALL PEOPLE by these presents that WE -----(*name of bank*) of (name Of  
country), having our registered office at -----(*address of bank*) (hereinafter called  
"the Bank"), are bound unto -----(*name of Purchaser*) (hereinafter called "the CSIR  
New Delhi ") in the sum of-----  
for which payment well and truly to be made to the said CSIR New Delhi, the Bank binds itself,  
its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this  
-----day of -----2010.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the CSIR New Delhi during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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 CSIR New Delhi will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized signatory of the Bank)

Name of Bidder

## Proforma 1.5

### MANUFACTURER'S AUTHORIZATION FORM

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

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

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

To: *[insert complete name and address of Purchaser]*

#### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clauses of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Annexure-I

### Technical specification & Compliance Statement to be attached with the technical bid:-

Item Sr. No	Description of material	Compliance
<b>01.</b>	<b>All in one integrated personal computer</b>	
	<b>Features:</b>	
	An integrated PC/monitor PC with a single power cord	
	<u>Genuine</u> Windows 7 professional Edition with media (academic pricing)	
	A 21.5" diagonal Full HD widescreen with 1080p (1920 x 1080) resolution	
	A non-glare display with LED backlighting, tilt, and swivel	
	Internal antennas for 802.11 <u>Wi-Fi</u>	
	An integrated 6-in-1 <u>digital media card reader</u>	
	A built-in webcam and microphone	
	Integrated premium stereo speakers	
	<b>Specifications:</b>	
	Intel Core i5-750 quad-core processor [2.66GHz, 1MB L2 + 8MB shared L3 cache] or better	
	4GB DDR3-1333MHz SODIMM [2 DIMMs]	
	750GB 7200 rpm SATA 3Gb/s hard drive	
	Microsoft Office Professional 2010 (academic pricing)	
	1GB NVIDIA GeForce GT230M or equivalent	
	Slim-tray DVD burner with Light Scribe or equivalent	
	Wireless-N LAN card and Bluetooth	
	OEM USB keyboard and optical mouse	
	DVD Drive	
	3 years onsite comprehensive warranty	

Item Sr. No.	Features	Description	Compliance
<b>02.</b>	<b>Document Scanner (ADF) A4</b>		
	Scanner Type	Flatbed Scanner & ADF	
	Document feeding Mode	Through Glass and automatic document feeder	
	Scanning area		
	ADF Mode & Flatbed mode	A-4 or higher	
	Interface	USB 2.0 or better	
	ADF Requirements		
	Speed for single mode	40 pages per minute or better in portrait	
	PPM = page per minutes ,IPM =Imade per minutes)	50 page per minute or better in land scape	
	Speed for duplex mode	100 inputs per minute or better in portrait	
		80inputs per minute or better in landscape	
	Paper tray Capacity	100 sheets(at 24lbpaper or better	
	Optical resolution(dpi=dots per inch	600 dpi or better	
	Warranty	Three years onsite comprehensive warranty	
<b>03.</b>	<b>Color Laser Jet Printer</b>		
	Print Speed	40PPM or better	
	Memory	512 MB or better	
	Processor	835Mhz or better	
	Storage	Embedded hard disc	
	Paper Size	A3,A4,legal,-envelope,	
	Paper type	Paper (bond, recycled, glossy, mid-weight, heavy, heavy glossy, extra heavy, extra heavy glossy),	

		transparencies, labels, envelopes, cardstock, tough paper, rough paper, banner, user-defined	
	Two sided Printing	Automatic	
	Network	Giga Ethernet	
	Resolution	1200X1200 and 600X600 DPI	
	USB port	Two or higher	
	Tray	Multipurpose -1(minimum 100 sheet capacity) / Tray-1(minimum 500 sheet capacity)	
	Warranty	3 years On site comprehensive warranty	
<b>04.</b>	<b>Color Laser Jet Printer</b>		
	Print Quality	Mono/color 600 x600 dpi or better	
	Paper Size-	A-4 size	
	Print speed	20 PPM or better	
	Port	Fast	
	Ethernet Card	10/100 Base TX or better	
	USB	Hi Speed USB 2.0 or better	
	Printing option	Automatic duplex	
	Warranty	3 years On site comprehensive warranty	

Signature of authorized signatory  
With company seal