

**F. No. NA/42/2010-SD**  
**GOVERNMENT OF INDIA**  
Ministry of Micro, Small and Medium Enterprises  
**OFFICE OF THE DEVELOPMENT COMMISSIONER**  
**(MSME)**  
NIRMAN BHAWAN, 7<sup>TH</sup> FLOORS, "A" WING,  
MAULANA AZAD ROAD  
NEW DELHI 110 011

Tender Reference No. :- .NA/42/2010-SD

**NOTICE INVITING TENDER**  
**(FOR PRINTING WORK )**

The Office of the Development Commissioner (Micro, Small and Medium Enterprises), Government of India, invites sealed quotations, in two separately sealed bids, (i.) Techno-commercial( ii) Price Bid for Printing Work as details given..

**1.SCOPE OF WORK-**

- (i) **Brochure/ Book( National Award MSME) :** Approx. 220 pages, 2000 copies in the size 8.5" x 6.5" on 80 Gsm JK Maplitho paper, 250 Gsm Indian Art Card for cover pages , 5 colours Plate making, **5 colour printing** of cover (in special colour) and lamination of title page and back page including spiral binding per brochure. photographs Scanning , 100 pages will be in three colours, proof reading etc.
- (ii) **Brochure/ Book( National award Bank) :** Approx. 25 pages, 2000 copies in the size 8.5" x 6.5" on 80 Gsm JK Maplitho paper, 250 Gsm Indian Art Card for cover pages , 5 colours Plate making, **5 colour printing** of cover (in special colour) and lamination of title page and back page including spiral binding per brochure. photographs Scanning , printing in three colours . proof reading etc.
- (iii) **Silk Screen Printed Certificate:** approx. 180 nos . Bilingual in the size 11" x 14" on 400 Gsm Ivory Card, Silk Screen printing in three colours ,16 different design , There will be one certificate in one name .

**Note- Samples can be seen in this office in any working day .**

**2.TERMS AND CONDITIONS:**

**1. General:**

- a. Tender Document can be downloaded from the websites ([www.dcmsme.gov.in](http://www.dcmsme.gov.in))
- b. The Price bid may be submitted in the specified designed table as below:

| Sl.No | Name of the Items  | Qty. (In Nos.) | Basic Price (In Rs.)FOR | Tax (In Rs.) | Total Price (In Rs.) | Remarks                      |
|-------|--------------------|----------------|-------------------------|--------------|----------------------|------------------------------|
| 1.    | Brochure (National | 2000           |                         |              |                      | as detail given above at (i) |

|    |  |            |  |  |  |                                |
|----|--|------------|--|--|--|--------------------------------|
|    | <b>Award MSME) of 220 pages</b>                    |            |  |  |  |                                |
| 2  | <b>Brochure ( National award Bank) of 25 pages</b> | 2000       |  |  |  | as detail given above at (ii)  |
| 3. | <b>Silk Screen Printed Certificate</b>             | 180 (Appx) |  |  |  | as detail given above at (iii) |

c. Last date and time of receipt of bid: **16.06.2010, 15:30 hrs**

c. Place of receiving the bid & - SD Division, Room No731

Address for communication - O/o Development Commissioner (MSME)  
Govt of India, 7<sup>th</sup> Floor,  
A-wing, Nirman Bhawan, Maulana Azad Road  
New Delhi-110011.

d. Tender Fee : Nil

e. Date of opening of Techno- commercial Bid : **16.06.2010, 16:30 hrs**

f.- EMD : Rs 100,000/- (Rupees One lakh only) in form Demand Draft in favour of PAO (MSME), Payable at New Delhi.

## 2. Bidding Procedure

- Bids are invited in **two Bid systems, (i) Techno-commercial( ii) Price Bid**, Which shall be sealed separately and enclosed in a single sealed envelope.
- Sealed Bids shall be received, not later than **15:30 hrs on 16.06.2010**. No Bid will be accepted after this date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- Techno - commercial Bids must contain the EMD for specified amount of Rs.100,000/- (Rupees One lakh only) in a form of a bank draft issued by any commercial Bank in favor of PAO (MSME), payable at New Delhi, along with complete technical details as desired by this tender. First Techno - commercial Bids of all the tenders will be opened on pre scheduled date, time & venue. Techno - commercial Bids without EMD will be summarily rejected. Requirement of EMD is exempted from those bidders like State/Central PSUs; Government of India Societies (established under relevant Act).
- The Price Bids of only successful Techno- commercial Bidders will be opened on pre scheduled date, time & venue.
- All bids must be delivered to the Skill Development Division, Room No. -731, office of the DC (MSME), 7th Floor, Nirman Bhawan, New Delhi-110011.

- f) All relevant rules and regulations of Government of India will be final and applicable & binding on all bidders.
- g) The printed materials are to be supplied to this office before 20th August 2010 or as advised by this office.

**3. Qualification Criteria:**

- a. The bidder shall preferably be those who have been approved by / served to, any Government Department / organization.
- b. The bidder shall have experience *for at least 3 years ie-2007-08, 2008-09 and 2009-10* preferably in printing of Books/ Brochure etc :
- c. The firm should have to submit the balance sheet, profit/loss account for the last three years .
- d. The firm must have valid VAT/sales tax registration number.
- e. The firm must have annual turnover of Rs 50.00 lakh ( Average of last three years ie-2007-08, 2008-09 and 2009-10.) Please attached documentary proof.
- f. Techno-commercial bid may incorporate the following document also:
  - i. List of main customers with purchase order / Delivery challan.
  - ii. Production in terms of quantity and cost during the last 3 years.
  - iii. DIC registration (if any).

**4. Period of validity of bid:**

The bid shall remain valid for 60 days after the date of bid opening. If any bidder withdraws his tender before the said period shall -without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.

**5. Submission of Bids:**

- a) The first envelope shall be super scribed with the name of work ie" **Printing Work**" and the words "**Techno-Commercial Bid**" in capital letters. The first envelope shall be opened on the date of opening of tender. The bidder should specifically provide full technical details of the service offered and also shall provide full details of deviation they intend to make from the technical specifications and contract terms detailed in the Bid. No price details shall be given in this envelope. Violation to this would result invalidation of tender. The Bid Security shall be enclosed with the envelope marked " **Techno-Commercial Bid** ".
- b) The second envelope shall be super scribed with the name of work and the words "Price Bid in capital letters. It shall contain full details of the price & commercial conditions. Any deviation from our standard conditions shall be specifically spelt out.
- c) Any deviation of any sort e.g. Techno- Commercial and price bid terms and conditions shall be specifically indicated in the Techno- commercial Bid itself.

- d) Silence or use of the word "**Noted**" against any of the Bid conditions shall mean bidder agrees to comply with that/those conditions of Bid,
- e) The firms who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelop i.e. Price Bid "
- f) All documents should be signed by the authorized signatory of the firm on all the pages of the hard copy and given page number.
- g) All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form,
- h) The bid should be submitted in the prescribed bid format given as prescribed in point 1(c) of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed with the bid.
- i) No bid may be modified subsequent to the deadline for submission.
- j) Bidders shall furnish clause-by-clause commentary on all clauses of Bid Document including Technical Specifications,
- k) The date of opening the Techno-commercial bid will be on **16.06.2010 at 16.30 hrs** . All participating bidders are requested to attend the bid opening.

#### **6. Opening of Bids:**

- a) The purchaser will open the Techno-commercial bids on scheduled time, date and venue in the presence of the bidder's representatives on **16.06.2010 at 16.30 hrs** and Price Bid on **18.06.2010 at 15.00 hrs** .
- b) The bidder's representatives who will be present shall sign in the designated register evidencing their attendance, In the event of the specific bid opening being declared a holiday for the purchaser, the bid shall be opened at the same time and location on the next working day.
- c) The bidder's names, bid withdrawals, presence of bid security and such other details as the Purchaser at his discretion may consider appropriate will be announced at the bid opening.
- d) The firms who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second envelop i.e. "Price Bid " if any change in the date of opening of Price Bid.

#### **7. Clarification of Bids:**

To assist the examination, evaluation and comparison of bids the Purchaser with the help of consultant may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted,

#### **8. Evaluation of Bids:**

- a) The Purchaser will examine the bids to determine whether:
- i. They are complete
  - ii. Required EMDs etc have been furnished,
  - iii. The documents have been properly signed; and
- b) Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the contract.
- c) The Purchaser will examine the bids to determine:
- i. The correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
  - ii. The substantial responsiveness of each bid to the bidding. For purposes of these clauses, a substantially responsive bid is one, which conforms to all technical specifications and terms and conditions of the bidding documents without material or commercial deviations. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
  - iii. Arithmetic errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Supplier does not accept the correction of errors, its bid will be rejected.

If there is a discrepancy between words and figures, the amount whichever lower will prevail,
  - iv. Purchaser may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
  - v. Purchaser reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of intent/ Notification of Award of contract,
  - vi. Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
  - vii. The purchaser may seek clarification in writing from bidder by fax. Bidder shall be promptly reply by fax within the time limit specified in the clarification letter from the purchaser,
  - viii. The comparison shall be of total price of the printing work offered inclusive of all taxes.

**9. Purchaser's right to accept or reject any or all bids:**

- a) The Purchaser reserves the right to accept or reject any bids 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 or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- b) The acceptance offender, will rest with DC (MSME) who does not bind himself to accept the lowest bid and reserves himself the right to reject any or all the tenders received without the assignment of any reason? All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- c) The DC (MSME) does not bind himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of tender and bidder shall be bound to perform the same at the rate quoted.
- d) In case , L-1 fails to accept to order for supply of printing work due to any reason, further Government procedure will be followed.
- e) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.
- e) Without any legal obligations, the decision of purchaser/Tender Committee will be final.

**10. Prices:**

Price charged by the bidder for any goods and services under the Contract shall not vary from the prices quoted by the Supplier in its bid.

**11. Termination by default:**

- a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part:
  - i. If the Supplier fails to provide services/rectify the fault within the time period specified in the Contract or any extension thereof granted by the Purchaser,
  - ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Para 11 above, the Purchaser may procure, upon such terms and in such manner, as it deem appropriate, goods similar to those undelivered for any excess costs for such similar goods/services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **12. Resolution of Disputes:**

a) 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.

b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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 specified in the Special Conditions of Contract. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national forum. The mechanism shall be specified in the Special Condition of Contract.

## **13. Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.

## **14. Notices**

- a) Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by fax / telex / cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **15. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the Contracted Goods & services to the Purchaser. No tax or duty will be payable by the purchaser. If there is any enhancement in the taxes, duties, license fees etc. the enhanced expenditure will be made by the supplier. The material will be delivered by bidder free of cost at the address in Delhi given by purchaser .

**16. Payment:** No advance payment will be made to part in any circumstances.

## **17. Addresses for Notices**

For the purposes of all notices, the following shall be the address of the Purchaser and Supplier:

### **Purchaser:**

Development Commissioner (MSME)

Ministry of Micro, Small & Medium Enterprises,

Govt of India 7<sup>th</sup> floor, A-wing, Nirman Bhawan, New Delhi-110 011

**Supplier:** (To be filled at the time of Contract Signature)

**Yours sincerely**

**-Sd-**

**(S.K.Haldar)**

**Dy. Director (SD) 011-23062215**