

THIS BOOKLET CONTAINS 14 PAGES.

यह अविकल वापस कर देनी चाहिए।

FAILURE TO DO SO WILL RESULT IN THE TENDER BEING DISREGARDED

मध्य रेल
CENTRAL RAILWAY

निविदा संख्या/Tender No. S.120.T.ROTATEK.2019-20

पुस्तिका संख्या/Book No.

निविदा, संविदा की अनुसूची तथा शर्ते।
Tender, Schedules and Conditions of Contract

For Sale of Rotatek Printing Machine in a perfectly working condition.

.....

From -.....

.....

नियत तारीख/DUE DATE – 10 – 11 – 2020.

समाप्ति का समय/CLOSING TIME : 11.30 बजे अपराह्न/A.M.

खुलने का समय/OPENING TIME : 11.45 बजे अपराह्न/A.M.

मेसर्स/Issued to Messer's

.....

..... को जारी किया गया।

कीमत रू. / Cost Rs. 10,000/-

प्रधान मुख्य सामग्री प्रबंधक
For Principal Chief Material Manager

**Office of the
Principal Chief Material Manager, Central Railway,
CSMT, Mumbai – 400001.**

1

Special Conditions of Manual open Advertised Tenders for Sale of Rotatek Printing Machine.

On and behalf of the President of India, the Principal Chief Materials Manager, Central Railway, 1st Floor, New Admin. Bldg, D N Road, Mumbai CSMT- 400001 (hereinafter referred to as the Seller), invites manual open Advertised Tenders for the Sale of Rotatek Printing Machine in a perfectly working condition as per detailed technical specification enclosed at Annexure-II.

1. Bidder to quote rates considering the following : -

1.1 Sale of the following machine in a perfectly working condition on “As is Where is Basis” is including Dismantling, Packing, Loading, Transportations and Shipment for Five machines located at -

- 1] Eastern Railway Press , Howrah.
- 2] Southern Railway Press , Royapuram, Chennai.
- 3] South Central Railway Press , Secunderabad.
- 4] Central Railway Press , Byculla, Mumbai.
- 5] Northern Railway Press, Shakurbasti, Delhi.

The above arrangement shall be made by the purchaser either through OEM i.e. M/s.ROTATEK PRINTING MACHINERY or otherwise.

- 1.2 Purchaser shall quote separately price for each machine as per the locations mentioned above.
- 1.3 Purchaser may choose to quote either for single or more machines located in different cities of India.
- 1.4 EMD should be submitted separately for each machine quoted.
- 1.5 Evaluation of the offer will be done separately for each machine.
- 1.6 Tenderer must quote Ex-works price “AS IS WHERE IS BASIS”.

2. The offer from highest bidder will be the criteria for evaluation of bid. To arrive on final selling price, GST @ 18% under HSN code 84431200 and Income Tax @ 0.75% will be added to decide the final and highest offer from the bidders or these rates as notified by the Government of India from time to time.

3. Payment Procedure

3.1 Successful purchaser shall make full & final payment within 40 days from the date of Sale Order issued by Principal Chief Materials Manager, Central Railway, Mumbai CSMT-400001.

4. Local Conditions:

4.1 It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which may have any effect on the performance of the contract and cost of the stores. The Seller shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Seller.

5 The Tenderer must deposit with or remit to the Chief Cashier, Central Railway, CST Mumbai- 400 001, a sum equal to 1% of the value of the Stores Tendered subject to max. Rs. 50 lakh shown in the Annexure-I. Bidder must enclose Earnest Money receipt with the Tender documents; without which no tender will be considered, if the Tenderer after submission of his tenders subsequently refuses later to abide by his offer, the Earnest Money will be forfeited by the Railway. Cheques will not be accepted towards Earnest Money. Offers without Earnest Money Deposit shall be summarily rejected.

6 The successful Tenderer will have to deposit 5% of the value of material quoted towards Security Deposit subject to max. of Rs. 1 Cr, rounded off to nearest higher Rs.10(ten) either in Demand Draft, FDR & Bank Guarantee for satisfactory completion of the contract within 7 days or maximum within 14 days from the issue of Letter of Acceptance/Advance acceptance. SD can also be made by FDR, Bank Guarantee only. The hours of business of the Chief Cashier's office at C.S.T.M are 11.00 hours to 15.00 hours, if the payment is made to him. No payment will be accepted on Sunday and Holidays.

6.1 The Security Deposit will be refundable or adjusted against balance payment.

7 On due fulfilment of the contract.

AND

On submission of a No Claim Certificate issued by the Contractor/Purchaser to the effect that the contractor/Purchaser has received all the material arising out of this contract and that he has no claim whatsoever on the President against the contract.

- 8 The Earnest Money of the successful bidder will be retained by the Railway Administration and will be adjusted to SD after depositing the requisite amount of security Deposit.
- 9 No alterations, erasures or over writing are permitted on the Tender form. The Tenders with alterations, erasures or over-writings are liable to be passed over and rejected.
- 10 The tenderer must quote his rate exclusive of GST for the items in the Schedule and GST shall be quoted separately. The rates must be quoted both in words and figures and should confirm to the Units specified in the Tender. Failure to do so will render the Tender liable to be passed over and rejected. The tenderer is required to remove the machinery from installation site at his cost (within the stipulated days as shown in the tender document).
- 11 Tenderers are advised in their own interest to inspect the items for which they wish to quote the tender since details of description and quantity are given as a rough guide for identification only and the Government does not give any guarantee in regard to their correctness. The material can be inspected by giving an application to the concerned stock holder. Tenderers may submit offer for any one or more items mentioned in the schedule hereby annexed.
- 12 The successful tenderer will be notified in writing by the Principal Chief Materials Manager, Central Railway, of the acceptance of his tender. The letter communicating of acceptance will be sent by Registered Post or in case of Mumbai based firms by hand delivery to the addressee furnished by the Tenderer or under certificate of posting.
- 13 The submission of the Tender will be deemed to imply that these tender conditions and all documents attached herewith (including the prescribed form of agreement) have been studied and understood by the Tenderers and that the tenderer is aware of the full scope of work to be done and the conditions effecting the execution thereof.
- 14 All tenderers must sign along with their names below their written offers in the space provided for that purpose in the schedule.
- 15 The PCMM acting on behalf of the President is not bound to accept the highest offer and nor to assign any reasons for doing so.
- 16 The PCMM acting on behalf of the President may at his sole discretion accept any tender in full or in part and tender/ tenders shall not be entitled to either rescind from his/ their offer or claim any decrease in the rates whatsoever.
- 17 Tenderers not complying with any of the above mentioned conditions will not be considered.

**FOR PRINCIPAL CHIEF MATERIAL MANAGER
FOR & ON BEHALF OF THE PRESIDENT
OF INDIA DULY AUTHORISED**

Read and accepted:-
(Signature of the tenderer)

Name _____
(To be written legibly)

Full Address:-

Date _____

Tender Schedule

ANNEXTURE-I 3

Manual open Advertisement Tender No. S.120.T.ROTATEK.2019-20 closing date Due on 10 - 11 – 2020

Principal Chief Material Manager , Central Railway, 1st Floor, New Administrative Building, D.N. Road, CSMT, Mumbai- 400001, acting for and on behalf of the President of India, invites Manual Open Advertised Tenders.

Scope of Work	Sale of 5 number Rotatek Perfect NT (RK-500) printing machines in working condition. This machine is capable of Printing 5 colours on front side and 4 colours on back side or 9 colours on one side by perfect dot to dot register of colour printing. This machine can also able to Print in different combination such as 4 Back + 5 Front, 3 Back + 6 Front and 2 Back + 7 Front, the machines are Computerised /Electronically Controlled multi-colour Rotary Web-Offset Printing Machine with online Numbering and processing unit for sprocketing, perforation, rewinding, Zig-zag folding/ Fan folding, sheeting unit including electrical and electronic devices complete with Concomitant accessories viz. Spooling machine in a working conditions. Details at Annexure –II of tender document.			
Manufacturer	M/s ROTATEK PRINTING MACHINERY, S.L.U, Barcelona, Spain Numbering system by M/s. Leibinger Numbering Machines and systems, Germany.			
Date & Place of installation.	Sr. no.	Date of installation.	Place of installation.	Bidder offer rate and GST separately.
	1	30.10.2014	Eastern Railway Press Howrah.	
	2	01.07.2015	Southern Railway Press , Royapuram, Chennai.	
	3	09.02.2016	South Central Railway Press , Secunderabad.	
	4	13.05.2017	Central Railway Press , Byculla, Mumbai.	
	5	04.10.2018	Northern Railway Press, Shakurbasti, Delhi.	
	<p>a. Purchaser shall quote separately for each machine as per the locations mentioned above.</p> <p>b. Purchaser may choose to quote either for single or more machines located in different cities of India.</p> <p>c. EMD should be submitted separately for each machine quoted.</p> <p>d. Evaluation of the offer will be done separately for each machine.</p> <p>e. Tenderer must quote Ex-works price “AS IS WHERE IS BASIS”.</p> <p>f. Purchase shall quote price and GST separately for each machines.</p>			
Estimated value		Place of installation.	Earnest Money to be deposited along with offer	
		Eastern Railway Press Howrah.	8,72,000/-	
		Southern Railway Press , Royapuram, Chennai.	8,90,000/-	
		South Central Railway Press , Secunderabad.	9,90,000/-	
		Central Railway Press , Byculla, Mumbai.	10,30,000/-	
		Northern Railway Press, Shakurbasti, Delhi.	12,50,000/-	
Cost of Tender Booklet.	Rs.10,000/- (Rs. Ten Thousand only) Per Booklet (Non Refundable) . Tender booklet is available with Ch.OS/MP. Misc. HQ at Principal Chief Material Manager , 1 st floor, New Admin. Bldg., Central Railway, CSMT, Mumbai-400001 . The soft copy of the tender documents are available at central railway website at www.cr.indianrailways.gov.in at free of cost. There will be no tender cost for downloaded Tender Document from the website. For Tender detail please contact DyCMM/Sales/HQ at mobile no 8828110761 and SMM/Sales HQ at mobile no 8828110781 and email address centralrailwaysales@gmail.com , dycmm.sctm@gmail.com , dycmms@cr.railnet.gov.in			
Validity of offer required	Minimum 120 days from the date of opening of the tender, for less validity offer will be summarily rejected.			
Model	Rotatek Perfect NT (RK-500)			
Tender Closing time	Closing date due on 10 . 11 . 2020 at 11.30 hrs.			
Tender opening	Opening date due on 10 . 11. 2020 at 11.45 hrs.			
NOTE	<p>1] Contractors/Purchasers are allowed to make payments against this tender towards Tender Document cost, Earnest Money Deposit, Security Deposit & Balance amount of tender cost with Chief Cashier, Central Railway, CSMT , Mumbai- 400 001. Only Banker's cheque are not allowed.</p> <p>2] Detailed Terms & Conditions are mentioned in Tender Booklet .</p>			

FOR PRINCIPAL CHIEF MATERIAL MANAGER

**TENDER NO :- S/120/T/ROTATEK/2019-20 FOR DISPOSAL OF
MATERIAL AS DESCRIBED IN THE SCHEDULE.**

To,

The President of India,
Through The General Manager,
Central Railway, C.S.T. Mumbai,

Sir,

Sub: Invitation of the Manual Open Advertised Tender No. S/120/T/ROTATEK/2019-20

With reference to the above invitation of Tender I/ we hereby offer to purchase and remove at the rates mentioned in the schedule here to annexed and upon the subject to conditions of Tender and their terms and conditions in the annexed agreement, as specified in the said schedule. This offer is also subject to the conditions that you will have the right to accept this Tender in whole, Railways cannot sell any particular part of the machine and thus it will be sold in whole.

The fulfilment/ observance of conditions of Tender and the Terms and conditions contained in the Agreement form annexed to the said invitation of Tender and the letter accepting this Tender shall be the Sole responsibility of the Contractor/Purchaser. Should this Tender be accepted I/ we hereby undertake forthwith to enter into an agreement in the prescribed form of agreement annexed to the said invitation to Tender.

Yours Truly,

(Signature of the Tenderer)

Address in full _____

Telephone No. _____ Date _____

Accepted as per letter No. _____ dated _____

**FOR PRINCIPAL CHIEF MATERIAL MANAGER
FOR & ON BEHALF OF THE PRESIDENT
OF INDIA DULY AUTHORISED**

**AGREEMENT FOR THE DISPOSAL OF MATERIAL
AS DESCRIBED IN THE SCHEDULE**

This agreement made this _____ day of _____ between the president of India hereinafter called the Government, which expression shall mean and include his successors in office and assignee of the one part and

i.) Shri _____ carrying on business under the name and style of _____ as. The sole proprietor thereon at _____ hereinafter called. The Contractor/Purchaser (which expression shall mean and include his heir, executors, administrators and permitted assignees).

ii) Shri _____ residing at _____ and Shri _____ residing at _____ all carrying on business under the name style of M/S _____ in partnership as partners, hereinafter called the Contractor/Purchaser (which expression shall mean and include their and each of their heirs, executors, administrators and permitted assignees).

iii) M/s _____ Ltd., a company registered under the _____ Companies Act. And having its registered office at _____ hereinafter called the Contractor/Purchaser (which expression shall mean and include its successors and permitted assignees) of the other part.

- i) These descriptions are to be used when the Contractor/Purchaser is a sole Proprietor and the descriptions (2) & (3) are to be deleted in such case.
- ii) These description are to be used when the Contractor/Purchaser is a partnership firm and the descriptions (1) & (3) are to be deleted, in such case.
- iii) These descriptions are to be used when the Contractor/Purchaser is a limited company and the descriptions (1) & (2) are to be deleted in such case.

Whereas the Contractor/Purchaser has agreed with the Government to purchase and remove the material accumulated at the premises on the Indian railway mentioned in the schedule hereto, during the contract period.

Only the terms and conditions as set out in the special conditions, conditions of contract and in the tender schedule and other, tender documents forming part and partial of the tender documents contained in the tender booklet shall govern to this contract. No variation or alteration of the contract shall be binding on the Government, unless such variations or alterations are endorsed on the agreement or are embodied in a supplemental instruments signed by the contractor/Purchaser and on behalf of the Government by an officer duly authorised for the purpose.

This agreement shall be deemed to have come into force on _____ and shall remain in force and effect till the _____

**FOR PRINCIPAL CHIEF MATERIAL MANAGER
FOR & ON BEHALF OF THE PRESIDENT
OF INDIA DULY AUTHORISED**

SIGNATURE OF THE TENDERER

NAME _____

ADDRESS _____

DATE _____ PLACE _____

1. This agreement shall be deemed to have come into force on _____ and shall remain in force and effect till the _____
 2. The material accumulated at such location of the premises of the Indian Railway under the custody of Stock Holder or any other official as specified in the Schedule hereto during the period of this agreement shall be purchased by the contractor/Purchaser at the rate stipulated in the Schedule & accepted by Railway Administration provided always that contractor/Purchaser shall pay the Government for the material at the rates mentioned in said schedule and before the removal thereof from the said locations from which the materials are required to be so removed, provided also that there shall be no objection on the part of the contractor/Purchaser on the ground of quality nature, quantity of the material not being according to the expectations of the contractor/Purchaser or on any other grounds whatsoever.
 3. In the event of failure on the part of the contractor/Purchaser to pay in advance in full, at the rate of aforesaid and to remove the material within the time appointed in this behalf of clause 6 hereof the Government, without further reference to the contractor/Purchaser shall have the right to re-sell such material to any person or persons, firms, corporation, company either by private treaty or by auction at the sole discretion of the Principal Chief Material Manager, Central Railway, CST Mumbai, or any officer authorised by him at the risk and cost of the contractor/Purchaser and the Government shall also be entitled to recover the loss incurred as a result of such re-sale and all costs and expenses in connection with each re-sale of the materials.
 3. (a) In addition the Security Deposit shall also be forfeited due to failure of the contractor/Purchaser to execute the contract satisfactorily.
 4. Only the terms and conditions herein contained and contained in the schedule annexed to this agreement and the conditions of tender and no other shall govern this contract. No variation or alteration of the contract shall be binding on the Government unless such variations or alterations are endorsed on the agreement or are embodied in a supplemental instruments signed by the contractor/Purchaser and on behalf of the Government by an officer duly authorised for the purpose.
 5. The power conferred upon the Government under these presents and all notices, consents, directions, discretion and approvals to be exercised or given by the Government under these presents shall be exercised and given on behalf of the Government by the Principal Chief Material Manager, Central Railway or any other officer deputed by him for the purposes.
 6. Payment in respect of items in the schedule along-with GST at Reverse Charge basis & Income Tax, shall be made within 15 days without interest from the date of issue of issues of Sale Order from the Principal Chief Materials Manager or from any official deputed by him for the quantity proposed to be delivered to him irrespective of whether the quantity is physically available for delivery or not on the day of intimation. Normally, this intimation will be done once in a month but Railway reserves the right to intimate, second time also in case arising are expected more than what is indicated in the first intimation. In case of delay in payment by the stipulated date, Controlling officer of the Consignee / Stock Holder (for whom this sale contract is concluded) may extend the time for payment at his role discretion subject to recover of interest charges for further 25 days @ 14.40 % per annum as the amount of such delayed payment from the expiring of the due date of payment to the actual date of payment . Payment period 40 days to be reckoned from the date of issue of Sale Order . However such power shall be exercise by the Controlling Officer of the consignee / Stock Holder (for whom this sale contract is concluded) only during the validity of the contract period and for the Quantity concluded in the sale order.
- Delivery / Removal of the material must be effected by the Contractor/Purchaser within 65 working days from the date of issue of second intimation in writing by the Principal Chief Materials Manager or any official deputed by him that a particular quantity is physically available for delivery. In consultation with PCMM Central Railway who is disposing off 5 ROTATEK printing machines.
7. Delivery of the material will be granted on production of receipt signed showing that all payments in respect of the Material sought to be removed have been made or on payment of full price thereof to the Government official deputed to effect delivery of the material. Delivery will be given on production of the Cash Receipt for payment of the cost of the material and letter from the Principal Chief Materials Manager, Central Railway, CST Mumbai verifying the signature of the contractor/Purchaser to the Stock Holder, if the contractor/Purchaser desires to take the delivery of the material through his representative he will be required to submit to the Stock Holder or officer giving delivery through the PCMM, Central Railway the Power of Attorney duly executed by the contractor/Purchaser on a Non-judicial stamp paper of appropriate denominations in favour of the representative and duly authenticated by a Notary public or a Law Court or a judge or a Magistrate.

8. Delivery of the material will only be given during the working hours from 9 A.M. to 5 P.M. No delivery will be given on Sunday, Gazetted Holiday and or Holidays observed by the Stock Holder. No request for an extension of delivery time will be considered.

9. The Government may at any time and from time to time suspend delivery without giving any reason thereof and without incurring any liability in respect thereof but in such case the Contractor/Purchaser shall be entitled to an extension of time equivalent to the total period of suspension on administrative basis.

10. In the event of the contractor/Purchaser failing to effect complete removal of the materials within the time a force said for such removal from Railway Premises, the Controlling Officer of the Stock Holder/Consignee (for whom this sale contract has been concluded) may, at his discretion, extend the period of removal but the contractor/Purchaser shall be liable to pay storage charges as the value of all such material not removed at the rate of ½% per day subject to a minimum of Rs.10/- per day until such time as all such materials are removed by the Contractor/Purchaser from the Railway premises, maximum 30 days from the free delivery period. However such power shall be exercised by the Controlling office of the consignee/ Stock Holder (for whom this sale contract has been concluded) only during the validity of the contract and for the quantity concluded in the contract. In the event of the contractor's/Purchaser failure to pay for and remove the material within the specified time it will be lawful for the President to cancel the whole contract or such portion thereof as may not have been completed and forfeit the amount paid to the Government. He will also be at liberty to re-sell the material at the risk and expense of the contractor/Purchaser.

11. The contractor/Purchaser will make his own arrangement for taking the delivery of the material. Railway labour will not be provided for this purpose. The contractor/Purchaser will be permitted to bring his own labour to handle or load the material purchased by him. If the contractor/Purchaser desires to take the delivery in wagons. Freight charges over the Railway will be leviable at public Tariff rates. He will indent for the wagons at his cost and in case, the wagons are not made available by commercial department, the Railway Administration will not waive the Ground Rent Charges of the delays occurred due to non-availability, non placement of wagons. The responsibility of the Railway Administration as seller will cease as soon as the material is loaded and weighed and wagon leaves the stores depot premises. Railway Administration as seller will accept no liability for any claim for loss due to non-delivery of material at destination of wagons due to delay in placement and or loading of Wagons by the purchaser resulting in levy of demurrage and any loss due to delay in movement of wagons. Despatch and booking of the loaded wagons will have to be arranged by the Contractor/Purchaser at his risk and expense. If the contractor/Purchaser desires to utilise Railway Crane for loading, separate Crane charges at the following schedule rates will be recovered from the purchaser in addition to the loading charges.

12. The contractor/Purchaser shall not assign or sublet the whole or any part of this contract or benefit there under without the permission of the Government being in each case first obtained in writing provided that the Government shall not be bound to grant such consent.

13. If the contractor/Purchaser fails to fulfil and observe all or any of the terms and conditions of this contract and on the part of the contractor/Purchaser to be observed, fulfilled and performed to the satisfaction of the Government, the Government shall have the right to terminate and rescind this contract at any time without giving any notice to the Contractor/Purchaser and such termination shall always be deemed to be without prejudice to the rights and remedies of the government in respect of the contractor's/Purchaser default under this contract.

14. The Government shall have the right to refuse admission to the site for removal of the material, any person employed by the contractor/Purchaser whom it may consider undesirable.

15. The rights and remedies given to the Government by the conditions herein contained shall be in addition to and not in substitution for any rights and remedies to which the Government may be entitled under the law.

16. The Contractor/Purchaser shall not be entitled to any free passes over the Central Railway or any part thereof for any other Railway.

17. The Government shall have the right to retain, out of the money payable by the Government to the Contractor/Purchaser under any contract, amount equal to the claim of the Government if any under this contract whether such claim is liquidated or not. The Government shall also have the right to retain and appropriate out of the money payable to the contractor/Purchaser under this contract, amount equal to the claim of the Government whether such claims under any other contract are liquidated or unliquidated.

18. The Stores will remain as Railway Property until all the conditions of sale are fulfilled. The mere payment of the purchase money does not constitute the complete purchase. The material will become the property of the purchaser only after the sale has been completed and stores have been removed from Railway premises or despatched according to the instructions of the purchaser.

19. In the event of its being impossible for the Railway Administration to complete the delivery after payment has been made for any reasons whatsoever the refund of the value of the undelivered goods will be made to the purchaser who will have no claim for further compensation from the Railway.

20. Any bribe, commission gift or advantage given, promised or offered by or on behalf of the Contractor/Purchaser, or his partner, agent or servant to any officer, servant Representative or Agent of the Government or any person his or their behalf, in relation to the obtaining or to the execution of this or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract as aforesaid, shall subject this contract to cancellation and in that event the contractor/Purchaser shall be liable for payment of any loss or damages suffered by the Government resulting from any such cancellation to the like extent as is provided for in case of cancellation under any other clause herein contained.

21. The contractor/Purchaser shall be responsible for the good conduct and behaviour and safety of the labourers from the time they enter into the premises of the Indian Railway for the work relating to this contract till the time they quit the said premises.

22. The Government shall not be responsible for any accident that may occur to the Contractor's/Purchaser labourers and servants due to any reason whatsoever.

23. The contractor/Purchaser shall reimburse on demand to the Government any loss or damage done to any property caused directly or indirectly by the Contractor's/Purchaser labourers, agent servants whether or not arising from the negligence or want of caution and care on their part and the decision of the Controller of Stores, Central Railway for the time being as to whether any loss to the Government's property has been caused by the contractor's/Purchaser labourers, agents or servants and as to the amount of such loss shall be final and binding on the contractor/Purchaser and shall never be disputed by him.

24. The successful tenderer will have to comply with the provisions of the contract labour (Regulations and arbitration) Act 1970 and Central Rules 1971 and obtain licence from the Asstt. Labour commissioner or the competent authority empowered to issue such licence. Any failure on the part of the successful tenderer in this regard will be at his risk and consequence.

25. In addition to any indemnity provided by Law, he shall indemnify the President against all liabilities whatsoever to pay compensation under workmen's compensation Act. 1923 or any amending act in respect to any accident to any of the workmen employed by him or compensation in respect of any claim received out of or in the course of the contemplated by this contract and against all costs charged and expenses incurred or suffered by the President in or about the matter.

26. The rights and remedies given by these condition the President shall be in addition to and not in substitution for any rights and remedies to which the president may be entitled by law or by virtue of any other conditions of this Tender.

27. If during the continuance of this Agreement the contractor/Purchaser will die or be adjudicated insolvent or if the contractor/Purchaser being a firm any of the partners is adjudicated insolvent or if the contractor/Purchaser being a company shall go into liquidation whether voluntary or compulsory save for the purpose of amalgamation or reconstruction this agreement shall absolutely cease to have any effect or force and be determined and the local representatives of the contractor/Purchaser or his assignees to insolvency or in the case of company, the liquidator shall have no interest whatsoever under this contract, other than the security deposit subject to the provisions herein contained as to the same, provided that nothing in this clause contained shall be deemed to prejudice or to effect any claim which the Government may have against such representative assignees or liquidators for or in respect of any breach of this contract by the contractor/Purchaser or in respect of any right, set off or indemnity or other rights whatever available to the Government under this contract.

28. Any notice to be served on the contractor/Purchaser shall be deemed to be sufficiently served if delivered to left at or sent by Registered post addressed to the contractor/Purchaser at his last known place of business. Any notice to be served by the Contractor/Purchaser on the government shall be deemed to be sufficiently served if left at or sent by Registered post addressed to the Principal Chief Materials Manager, Central Railway, New Administrative Office, Building, 1st Floor, CST Mumbai-40001.

29. In the event of any question, dispute or difference arising under these conditions or in connection with this contract (Except as to any matters decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of an arbitrator appointed by the General manager of the Administration. It will be no objection that the arbitrator is a Government Servant and that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference.

30. In the event of such as arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed from the stage at which it was left by his predecessor. The award of arbitrator shall be final and binding on the parties to this agreement.

It is further a terms of this contract that no person other than the person appointed by the General Manager of the Administration as aforesaid should act as arbitrator and that for any reason that is not possible the matter is not to be referred to the arbitration at all. The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.

The venue of the arbitration shall be as decided by the arbitrator.

Subject as aforesaid, the Indian Arbitration Act. 1940 and the rules there under any and statutory condition thereof shall apply to the arbitration proceeding in this clause. Time shall be deemed to be the essence of the Contract.

32. The President reserves to himself the right to retain and set off against any sums which may be due to the contractor/Purchaser hereunder any claim which the President may have under this or any other agreement.

**RIGHT TO
RETAIN AND
SET OFF ANY
SUMS TO THE
CONTRACTOR/PURCHASER**

33. The marginal notes do not form part of this Contract nor are they intended to nor do they in any way govern the same.

Tenderer's Signature _____

Full address & Name _____

Telephone No. _____ Date _____

**SPECIAL CONDITION OF THE TENDER FOR INFORMATION AND
COMPLIANCE BY TENDERERS**

1. Tenderer may quote for any one or all schedules.
2. Dismantling, Packing, Loading, Transportations and Shipment for Five machines located at

- 1] Eastern Railway Press , Howrah.
- 2] Southern Railway Press ,Royapuram, Chennai.
- 3] South Central Railway Press ,Secunderabad.
- 4] Central Railway Press , Byculla, Mumbai.
- 5] Northern Railway Press, Shakurbasti, Delhi.

The above arrangement shall be made by the purchaser either from OEM i.e. M/s.ROTATEK PRINTING MACHINERY or otherwise.

3. Tenderer should quote separately for each schedule (Fully) and not for a particular/ individual lot of the Schedule/s, Successful tenderers will be required to pay for and remove all the lots pertaining to the Schedules/s against which they have quoted.
4. Tenderer should note that GST on reverse charge basis, Octroi or any other duty that is legally leviable at the time of delivery will have to be paid by them extra.
5. All offers must be for taking delivery ex-site, No other form of offer will receive consideration.
6. Quotation submitted must be in the unit called for and rates quoted must be legibly written in words and figures for each of the lot separately.
7. Offer shall remain open for acceptance for 120 days from the date of opening of the Tender.

Tenderer's Signature _____

Name and full address _____

Telephone No. _____

The Tenderer must deposit with the Chief Cashier, Central Railway, the sum required vide Clause 5 & 6 of the instructions and special conditions. No interest will be allowed on the Earnest Money or security Deposit.

1. Earnest Money Deposit:- The alternative forms in which Earnest Money to be deposited with the Tenderers to be accepted are as under:-

- a) Cash for which no interest will be allowed.
- b) Demand Drafts and Guarantee Bonds of the Nationalised Banks.
- c) Guarantee Bonds, Cash Certificates and such other instruments representing any special clause of deposits issued by the Scheduled Bank Approved by the Reserve Bank of India, in this behalf upto certain specified limits without being required to lodge securities as cover.

2. Guarantee Bonds Tendered in excess of the limit fixed for as approved Bank for the purpose provided the Bank concerned lodges with the Reserve Bank of India requisite securities viz. Cash deposits or Govt. Securities in respect of guarantees to be executed to be tendered by if in excess of the limit.

3. Guarantee Bonds executed by scheduled Banks which have not been approved by the Reserve Bank of India for the purpose provided.

- i) The Bond in question is countersigned by any of the Nationalized Banks whereby the latter undertakes full responsibility to indemnify the Railway in case of default.

OR

- ii) The Bank concerned lodges with the Reserve Bank of India requisite securities viz. Cash Deposits or Government Securities in respect of Guarantees to be executed by it and the Reserve Bank advised that the Bond may be accepted.

NOTE:- In no circumstances will cheques be accepted towards earnest money deposit.

4. Security Deposit:- The alternative forms in which security deposits for the due performance of the contract will be accepted are given below:-

- a) Cash for which no interest will be allowed. Deposit not exceeding Rs.500/- should be paid in cash.
- b) Govt. Securities (including investments in the National plan loans) in the form of G.P. Notes.
- c) Deposit receipts of the Nationalised Bank.
 - i) Guarantee Bonds Executed by the Nationalised Bank.
 - ii) Demand Drafts of the Nationalised Bank.
- d) Guarantee Bonds, Fixed Deposit Receipts or other similar instruments representing any clause of deposits executed by a Scheduled Bank provided.
 - i) The Bonds in question is countersigned by the Nationalised Bank whereby the State Bank of India Undertakes full responsibility to indemnify the Railway in case of default.
 - ii) The Bank concerned lodges with the Reserve Bank of India requisite securities viz. Cash Deposits or Govt. securities in respect of the guarantee executed to be tendered by it and the Reserve bank of India advised the Railway that the Bond maybe accepted.

SPECIFICATION DETAILS

- 1 Description :- Computerised /Electronically Controlled multi-colour Rotary Web-Offset Printing Machine with online Numbering and processing unit for sprocketing, perforation, rewinding, Zig-zag folding/ Fan folding, sheeting unit including electrical and electronic devices complete with Concomitant accessories viz. Spooling machine – 4 Nos and Pack Collators 1 No.
- 2 Manufacturer :- M/s ROTATEK PRINTING MACHINERY, S.L.U, Barcelona, Spain
- 3 Model :- Rotatek Perfect NT (RK-500)
- 4 Capability :- This machine is capable of Printing 5 colours on front side and 4 colours on back side or 9 colours on one side by perfect dot to dot register of colour printing. This machine can also able to Print in different combination such as 4 Back + 5 Front, 3 Back + 6 Front and 2 Back + 7 Front

Unit composition

- Unwinder unit { max 127.5 cm dia reel}.
- 9 offset printing unit, {total 18 cassettes i.e 9 nos of 24’’ size & 25’’ of size + 1 flexographic unit omegher of 24’’ size}.
- 9 gewuv dryers {160 watts each} are installed in between the units.
- 1 online numbering unit {fully automatic control 2 cassettes for 24’’ size & 25’’ size }.
- 1 pulling unit.
- Processing unit {star punching cylinder + line hole punching + cross perforation cylinder 24’’ & 25’’}.
- Sheeter unit {gear adjustment for 24’’ and 25’’ format}.
- Fan folding {zig-zag folding in 04 different format with 04 gears}.
- Rewinder unit.
- High pile stacker unit.
- Control panel {console consist of 5 display for inking control, numbering control, registration control and uv dryer control}.
- Compressor unit.
- Dampening tank 100 L {graphic solution gmbh}.

ADDITIONAL FEATURES

- 04 turn bar for turning the web. (between tower no 1&2, 2&3, 3&4 and 4&5)
- Ink agitator for ink mixing in inkduct.
- 02 registration camera of elscan automation vision systems
- Elguider automatic web aligner.
- Automatic void marker unit.
- Two pressure controlled tanks for automatic roller wash-up
- Leibinger electronic controlled numbering system with 4 cameras.
- Liebenger numbering boxes set{10 and 6 skip in backward and forward format}. 50 nos each
- Automatic central lubrication system.
- Shaftless transmission on each unit.
- Dust exhauster with anti static bar.

- AUXILIARY EQUIPMENTS
- Josval compressors.
- 01 extra ace heatuv dryer.
- Pneumatic air dryer elgi equipment ltd.
- Plate punching and bending unit.
- Extra suction motor for residue punch collection

TECHNICAL SPECIFICATION

SR. NO.	Description	DETAILS
1	Maxi. Mechanical Speed	300- 310 m/min without numbering, 170 – 180 m/min with Numbering.
2	Max. Web width	520 mm
3	Min. Web width	150 mm
4	Max. Diameter Of Web Roll	50’’ / 1.270 mm
5	Paper weight	40-250 GSM
6	Max. Printing width	505 mm
7	Lateral Register	+/- 6 mm
8	Circumferential Register	360
9	Blanket Cylinder Gap & Under Cut	6 mm & 1.89 mm {1.70 + 0.15 mm}
10	Plate Cylinder Gap & Under Cut	4 mm & 0.30 mm
11	DAMPENING SYSTEM	ROTAMOLL DAMPENING SYSTEM
12	Core diameter	3’’ or 76 mm
13	Power supply	415 V. 50 Hz, 3 Phase + Ground

ANCILLARY MACHINES

- **04 PNEUMATIC CONTROLLED AUTOMATIC SPOOLING M/C.**
- **01 COLLATOR UNIT.**

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

To:

The President of India
Acting through Principal Financial Adviser,
Central Railway, CSMT, Mumbai-400001.

(To be used by approved Schedule Bank)

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt M/s. _____ (Hereinafter called "the said Contractor(s)") from the demand under the terms & conditions of an agreement No. _____ dated _____ made between Principal Financial Adviser, Central Railway, 1st Floor, New Admin.Bldg, D N Road, Mumbai CSMT- 400001 and M/s. _____ for (Description of the item) _____ (hereinafter called "the said Agreement"), of Security Deposit for due fulfilment by the said Contractor(s) of the terms & conditions in the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ (Indicate the name of the Bank) (hereinafter referred to as "the Bank") at the request of _____ Contractor(s) do hereby undertake to pay to the Government an amount exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ (Indicate the name of the Bank) do hereby under take to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

3. We _____ (Indicate the name of the Bank), undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payments.

4. We _____ (Indicate the name of the Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall contain to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till PCMM (Office/Department) Ministry of Railways certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (date) _____, we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (Indicate the name of the Bank),, further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variations of extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever, which under the law relating to sureties, but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the changes in the constitution of the Bank or the Contractor(s).

7. We _____ (Indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

DATED: The _____ Day of _____ 20
For _____ (Indicate the name of the Bank).
(Bank's common Seal)