

# **BIDDING DOCUMENTS FOR PRINTING & SUPPLY OF COURSE BOOKS**

**(TENDER BID REFERENCE: BEE/01/2005)**

**Last Date for Issue of Tender Forms: 27-01-2005, 17:00 hrs  
(From NPC, Chennai)**

**Last Date for Receipt of Tender Forms : 28-01-2005, 13:00 hrs  
(at NPC, Chennai)**



**Bureau of Energy Efficiency  
Government of India, Ministry of Power  
Hall No. IV, 2<sup>nd</sup> Floor, NBCC Tower  
15 Bhikaji Cama Place  
New Delhi – 110 066.**

**Website : [www.energymanagertraining.com](http://www.energymanagertraining.com)**



## **BUREAU OF ENERGY EFFICIENCY (BEE)**

(A Statutory body under Ministry of Power, Government of India)

### **TENDER NOTICE**

REFERENCE : BEE/01/2005

**BUREAU OF ENERGY EFFICIENCY (BEE)** invites sealed two part bids (Part 1: Technical Bid and Part 2 : Price Bid) for printing and supply of course books.

**Scope of Work :** Printing, binding, packaging and delivering of course books with 900 (approx.) nos. of pages in 4 volumes and 8750 copies of each volume in 4 colour (total 35000 copies) with section sewing and perfect bind. The books are to be delivered at Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai - 600 098.

**Estimated Cost :** Rs. 45.00 Lakhs.

Bid documents can be purchased from Director, Dr. Ambedkar institute of Productivity, National Productivity Council (NPC), 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai - 600 098 through submission of crossed Demand Draft of Rs. 500/- in favour of "**Bureau of Energy Efficiency**" payable at "**Chennai**" accompanied by a formal request. Tender document requested by mail will be sent by Speed Post / Courier on payment of an extra amount of Rs. 200/- by Demand Draft. BEE or NPC will not be responsible for any postal delay and / or non-receipt of the tender document. Last date for issue of tender document is January 27, 2005, 1700 hrs. and receipt of the same is January 28, 2005, 1300 hrs at NPC, Chennai. The technical bid will be opened at 1500 hrs on the same day. The Bureau reserves the right to accept or reject any offer without assigning any reason thereof. For further details visit : [www.energymanagertraining.com](http://www.energymanagertraining.com), [www.aipnpc.com](http://www.aipnpc.com) and write to :

The Director, Dr. Ambedkar Institute of Productivity, National Productivity Council, 6, SIDCO Industrial Estate, Ambattur, Chennai - 600 098.  
Tel : (044) 2625 1808, 2625 5216, Fax : 044-26254904  
E-mail: [aipnpc@vsnl.com](mailto:aipnpc@vsnl.com)

**Cost of Tender Document : Rs. 500/=**

**Tender Document Number : .....**

**Date of Issue : .....**

**Name of the Firm : .....**

## **IMPORTANT NOTICE**

Bids not accompanied with earnest money shall be rejected summarily. An incomplete offer is liable to be ignored. To aid the bidders in submitting complete offers, a checklist is included in the Tender Document (Schedule 1 to 7). The bidders must fill this tender document and submit along with their offer in their own interest.

**Filled up bids should be submitted to**



The Director,  
Dr. Ambedkar Institute of Productivity,  
National Productivity Council  
6, SIDCO Industrial Estate, Ambattur, Chennai-600 098  
Tel: (044) 2625 1808/2625 5216 Fax: 044 2625 4904  
Email: [aipnpc@vsnl.com](mailto:aipnpc@vsnl.com)

**SECTION : 1**  
**INVITATION TO BID (INV)**  
**CONTENTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1	Tender Notice	
2	Background & Scope of Work	1
3	Estimated Cost	2
4	Time for Completion	2

## 1. **BACKGROUND**

- 1.1. Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at Hall No. IV, 2<sup>nd</sup> Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi – 110 066 is conducting National Certification Examination for Energy Managers and Energy Auditors under the Energy Conservation Act 2001. BEE has retained National Productivity Council (NPC) as Executing Agency to conduct National Certification Examination for Energy Managers and Energy Auditors under the Energy Conservation Act – 2001. As a part of the National Certification Examination, the course books shall be printed and supplied to the candidates by NPC.
- 1.2. National Productivity Council (NPC) is a multi-location organisation with its corporate office located at 5-6, Institutional Area, Lodi Road, New Delhi and its training institute, Dr. Ambedkar Institute of Productivity (AIP) is located at 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai–600 098.

## 2. **SCOPE OF WORK**

- 2.1. Printing and Supplying of Course Books with the following Specifications :

Cover Paper	: Art Paper 250 GSM
Cover Paper	: Laminated
Text Paper	: Imported Art Paper 80 GSM
Size	: 275 x 210 mm
No. of pages	: 900 nos. (approx.) of pages in 4 volumes. No:
of copies per volume	: 8750 copies (total 35000 copies for 4 volumes)
Colour	: 4 Colour
Binding	: Section Sewing and Perfect
Packing	: Packing of a set of 4 copies(total 8750 sets), each set containing one copy from each volume in polythene pack followed by wrapping & stitching in coarse cloth(long cloth – gada) <b>Note:</b> This cloth is normally used for dispatch of printed material through Registered Parcel.
Delivery Period	: 21 days from date of the letter of award of the Contract.

- 2.2. The work should include paper, printing, binding, package of 4 volumes and delivery at Dr. Ambedkar Institute of Productivity (AIP), National Productivity Council located at 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai – 600 098.
- 2.3. NPC would provide a Compact Disk (CD) containing the course material and photographs/graphs in MS Word Format and one set of colour printout of all the 4 volumes to the successful bidder.

3. **ESTIMATED COST**

3.1. The estimated cost of the proposed Work is Rs. 45.00 Lakhs

4. **TIME FOR COMPLETION**

4.1. The completion and delivery time for the proposed work is 21 days from the date of the letter of award of the contract.

**SECTION : 2**  
**INSTRUCTION TO BIDDERS (ITB)**  
**CONTENTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
5	General	3
6	Eligible Bidders	3
7	Cost of Bidding	3
8	Bidding Documents	3
8.1	Clarification on Bidding Documents	3
8.2	Collection of Bidding Document	4
8.3	Submission of Bidding Document	4
9	Preparation of Bid	5
9.1	Documents Comprising the Bid	5
10	Bid Price	5
11	Duties and Taxes	5
12	Freight and Insurance	5
13	Bid Validity	5
14	Earnest Money Deposit	6
15	Submission of Bid	6
16	Bid Opening and Evaluation	6
17	Evaluation and comparison of Bids	7
18	Award of Contract	7

## 5. **GENERAL**

- 5.1. Dr. Ambedkar Institute of Productivity, National Productivity Council (NPC) (referred to as “Executing Agency” in these documents) invites two parts (Part 1 : Technical and Part 2 : Price) bids for paper, printing, binding, packing and delivering (referred as “Work”) at Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai – 600 098. Bidders must submit bids for the complete scope of work.
- 5.2. The successful bidder shall complete the work by the intended completion date as specified in the document.
- 5.3. Bids containing deviation from provisions relating to the following clauses will be considered as non-responsive :
  - a) Price – Basis and Payment.
  - b) Earnest Money Deposit.
  - c) Any Technical Deviations.

## 6. **ELIGIBLE BIDDERS**

- 6.1. This invitation for bids is open to all bidders having experience of such Work and have executed successfully during the last one financial year at least 3 Work orders for similar Work and each Work should be of worth Rs. 45.00 Lakhs or more.
- 6.2. The bidder must be equipped with the following :
  - a) Having their own offset printing machine with 4 colour printing facilities.
  - b) Having their own section sewing and perfect binding machine.

## 7. **COST OF BIDDING**

- 7.1. The bidders shall bear all costs associated with the preparation and submission of his bid, and the owner or the Executing Agency will in no case be responsible and liable for those costs.

## 8. **BIDDING DOCUMENTS**

### 8.1. **CLARIFICATION ON BIDDING DOCUMENTS**

- 8.1.1. If the prospective bidder is in doubt as to the true meaning of any part of the bid document, he shall at once make a request in writing for an interpretation / clarification to the Executing Agency. The Executing Agency shall issue interpretation / clarification as it may think fit in writing. The Executing Agency will not respond to any clarification sought by the bidders 5 days before the last date of submission of the bid.

## 8.2. COLLECTION OF BIDDING DOCUMENT

- 8.2.1. Only one set of bid document will be issued to a single party during the dates specified in the Notice Inviting Tender.

Director  
Dr. Ambedkar Institute of Productivity  
National Productivity Council  
6 (Old No. 31-B), SIDCO Industrial Estate  
Chennai – 600 098.  
Phone : 044 – 2625 1808 / 2625 5216, Fax : 044 – 2625 4904  
E-mail : [aipnpc@vsnl.com](mailto:aipnpc@vsnl.com), Web-site : [www.aipnpc.com](http://www.aipnpc.com)

Note: Office Working Days: Monday to Friday : 09.30 -17.30 Hrs

- 8.2.2. The bid document can be purchased by the interested bidders on payment of non-refundable sum of **Rs. 500/= (Rupees Five Hundred Only)** in the form of DD drawn in favour of “**Bureau of Energy Efficiency**” payable at “**Chennai**”. Bid document requested by post / e-mail will be sent by speed post / courier on payment of an extra amount of Rs. 200/= (Rupees Two Hundred Only) by Demand Draft drawn in favour of “**Bureau Of Energy Efficiency**” payable at **Chennai** . The Owner or the Executing Agency will not be responsible for postal delay, if any, in the delivery of documents or non-receipt of the same.

## 8.3. SUBMISSION OF BIDDING DOCUMENT

- 8.3.1. The bid shall be submitted on or before January 28, 2005 at 13:00 hrs. at the following address :

Director - Dr. Ambedkar Institute of Productivity  
National Productivity Council  
6 (Old No. 31-B), SIDCO Industrial Estate  
Chennai – 600 098.  
Phone : 044 – 2625 1808 / 2625 5216, Fax : 044 – 26254904  
E-mail : [aipnpc@vsnl.com](mailto:aipnpc@vsnl.com), Web-site : [www.aipnpc.com](http://www.aipnpc.com)

## 9. **PREPARATION OF BID**

### 9.1. DOCUMENTS COMPRISING THE BID

- 9.1.1. The bidder shall complete the bid form separately for Technical and Price bids, in duplicate, furnishing in the bid documents, the Work to be supplied and services to be rendered.
- 9.1.2. The bidders shall also submit documentary evidence to establish that the bidders meet the qualifying requirements as mentioned in para 6 (Eligible Bidders), Section: 2 (Instruction to Bidder).

## 10. **BID PRICE**

- 10.1. The bidders shall quote in the appropriate schedule of the bid form, lump-sum firm price and also the unit rates of the work it proposes to supply and services rendered under the contract. All the Work is to be quoted on “**Firm Price**”.

## 11. **DUTIES AND TAXES**

- 11.1. All taxes like Sales Tax, Service Tax and other levies payable by the bidders in respect of the transaction between their vendor / suppliers while procuring the material shall be included in the bid price and no separate claim on these behalf will be entertained by the owner.
- 11.2. Sales Tax, Local Tax, Service Tax and other levies in respect of transaction between the owner and the contractor, if any, shall not be included in the bid price but they should be indicated separately, wherever, applicable, in the bid proposal sheet.
- 11.3. If any taxes are required statutorily to be deducted at source the owner shall be entitled to deduct the same while making payment.

## 12. **FREIGHT AND INSURANCE**

- 12.1. Bidders shall quote a lump-sum price as mentioned in the Summary Price Proposal and Bid Proposal Sheet (Schedule 1 & 3) for the freight and insurance charges during transit from the Work place to Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai – 600 098.

## 13. **BID VALIDITY**

- 13.1. Bid shall remain valid for a period not less than 90 days after the deadline date of bid submission as specified. A shorter bid validity period shall be rejected by the Executive Agency as non-responsive.

#### 14. **EARNEST MONEY DEPOSIT (EMD)**

14.1. The bidders shall deposit an earnest money, as part of its bid, of Rs. 45,000/= (Rupees Forty Five Thousand Only) in the form of DD in favour of “**Bureau of Energy Efficiency**” payable at “**Chennai**”. Bids submitted without EMD will be summarily rejected.

#### 15. **SUBMISSION OF BID**

15.1. The bidders shall prepare and submit one original and one duplicate each of the document (Part 1 : Technical bid and Part 2 : Price bid), clearly mentioning as original and duplicate on the document as well as on the envelop , as appropriate.

15.2. The bidders shall submit the ‘Qualifying Requirement Data’ and other schedules (as per checklist) along with the technical bid cover in separate sealed envelope, in original and duplicate.

15.3. The bidders shall submit the price bid in separate sealed envelope in original and duplicate.

15.4. Proposal along with the earnest money should be put in another sealed envelope.

15.5. All these envelope should be clearly marked Part 1 : Technical Bid, Part 2 : Price Bid (Original and Duplicate) and Earnest Money.

15.6. All these three envelopes should be put into another envelope and marked with bid reference, last date of submission and bidders name and address.

15.7. The bid shall be submitted on or before January 28, 2005 at 13:00 hrs. at **Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai-600098** in person or by post. However, the owner or the Executing Agency will not be responsible for any postal delay.

15.8. Any bid received by the Executing Agency after 28<sup>th</sup> January 2005, 13.00 hrs will not be accepted and the same will be rejected.

#### 16. **BID OPENING AND EVALUATION**

16.1. The Tender Committee set up by the Executing Agency will first open the Part 1 : Technical Bid on January 28, 2005 at 15:00 hrs. at Dr. Ambedkar Institute Of Productivity , National Productivity Council in the presence of bidders representative (only one person per bidder) who choose to attend at the date and time for opening of bids as indicated above.

16.2. The Tender Committee constituted by the Executing Agency will shortlist successful bidders or bidders who qualify in the Technical bid. **The Price Bid of the successful Bidders, who were found qualified in the Technical Bid, will be opened at the same place on January 29, 2005 at 15.00 hrs.** The intended bidders may send their representative (only one person) to be present in the Price Bid opening.

## **17. EVALUATION AND COMPARISON OF BIDS**

- 17.1. The Tender Committee will examine the bids whether they are complete whether required earnest money have been furnished, whether documents properly signed and whether the bids are in order.
- 17.2. The bids shall be compared on the basis of lump-sum firm prices for the entire scope of Work as defined in the bid documents.
- 17.3. Evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of these comparisons; the lowest bid will be given the award of contract.

## **18. AWARD OF CONTRACT**

- 18.1. The Executing Agency will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- 18.2. Prior to the expiry of the period of bid validity or extended validity period, if any, the Executing Agency will notify the successful bidder in writing that his bid has been accepted.
- 18.3. The notification of award / letter of award will constitute the formation of the contract. The Executing Agency will promptly notify each unsuccessful bidder and will return the earnest money without any interest on the earnest money.
- 18.4. Executing Agency reserves the right to accept any bid or to reject any or all bids without assigning any reasons, whatsoever.
- 18.5. The Executing Agency reserves the right to accept or reject any bid, and to cancel the bidding process and can also reject all bids at any time prior to award of contract, without there by incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Executing Agency action.

**SECTION: 3**  
**CONDITIONS OF CONTRACT**  
**CONTENTS (COC)**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
19	Definition of Terms	8
20	Scope of Work	9
21	Qualifying Requirements	10
22	Prices	10
23	Basis of Evaluation and Comparison	11
24	Time Schedule	11
25	Inspection and Testing	11
26	Terms of Payment	11
27	Liquidated Damage for Delay in Completion	11
28	Manner of Execution	12
29	Resolution of Disputes	12
30	Jurisdiction of Contract	12
31	Completion of Contract	12
32	Forfeiture of EMD	12

## CONDITIONS OF CONTRACT

### 19. DEFINITION OF TERMS

- 19.1. "Contract" means the agreement entered into by the Executing Agency and contractors as per the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 19.2. "Owner" means Director General, Bureau of Energy Efficiency, Hall No. IV, 2<sup>nd</sup> Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- 19.3. "Executing Agency" means the Director, Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai-600098, which would undertake all the work required in printing of the manuals, for example, invitation of quotations, and selection of printer, liaison with printer and printing of course books.
- 19.4. The "Contractor" shall mean the bidder whose both technical and price bid will be accepted by the Executive Agency or Owner for award of the Work and shall include such successful bidder's legal representatives, successors and permitted assignees.
- 19.5. The term "Contract Price" shall mean the lump-sum firm price quoted by the contractor in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of Work.
- 19.6. "Notification of Award of Contract" / "Letter of Award" shall mean the official notice issued by the Executive Agency notifying the contractor that his bid has been accepted.
- 19.7. "Date of Contract" shall mean the date on which notification of award of contract / letter of award has been issued.
- 19.8. "Goods" shall mean course books which the contractor is required to supply to the Executing Agency under the contract.
- 19.9. "Work" shall mean and include paper, printing, binding, packing of 4 volumes and delivery of course books as per agreed specifications including all transportation, handling and unloading at site as defined in the contract.
- 19.10. "Day" or "Days", unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- 19.11. "Writing" shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.

- 19.12. “Bid Opening site” – means the Executing Agency site, Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai –600098, where the Technical and Price Bids shall be opened
- 19.13. “Tender Committee” means the committee set up by the Executing Agency (NPC) having at least one representative from Owner (BEE).

## 20. SCOPE OF WORK

- 20.1. The detailed scope of work is specified below :
- 20.2. Printing and Supplying of Course Books with the following Specifications :
- |                          |   |
|--------------------------|---|
| Cover Paper              | : Art Paper 250 GSM   |
| Cover Paper              | : Laminated   |
| Text Paper               | : Imported Art Paper 80 GSM   |
| Size                     | : 275 x 210 mm  |
| Nos. of pages            | : 900 nos. (approx.) of pages in 4 volumes  |
| No. of copies per volume | : 8750 copies (total 35000 copies for 4 volumes)  |
| Colour                   | : 4 Colour  |
| Binding                  | : Section Sewing and Perfect  |
| Packing                  | :Packing of a set of 4 copies(total 8750 sets), each set containing one copy from each volume in polythene pack followed by wrapping & stitching in coarse cloth(long cloth – gada)<br><b>Note:</b> This cloth is normally used for dispatch of printed material through Registered Parcel. |
| Delivery Period          | :21 days from date of the letter of award of the Contract.  |
- 20.3. The Work include paper, printing, binding, packing of 4 volumes and delivery of course books as per agreed specifications including all transportation, handling and unloading at Dr. Ambedkar Institute of Productivity (AIP) located at 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai – 600 098.
- 20.4. Executing agency (NPC) would provide a Compact Disk (CD) containing the course material and photographs/graphs in MS Word Format and one set of colour printouts of all the 4 volumes to the successful bidder.

21. **QUALIFYING REQUIREMENTS**

21.1. The qualifying requirements for these bid will be as per the Section:2 (Instruction to Bidders) and Clause 6 (Eligible Bidders).

22. **PRICES**

22.1. The bidders shall indicate on the appropriate Price schedules of the “Bid Proposal Sheet” (BPS) – Schedule 3, the unit prices and the total lump-sum bid prices of the Work it proposes to provide under the contract of the Work.

22.2. The quantities of various items are indicated in the respective section of Bid Proposal Sheet (BPS) of the bidding document, which are only provisional. The number of pages at Sl. No: 2 of “Bid Proposal Sheet” (Schedule 3 ) may vary upto ( $\pm$ ) 25%.

22.3. The Total Price quoted by the bidder at Sl. No. A2 in Schedule-3 ( Price Bid) is for Printing of text in four colour of 900 pages in all 4 volumes & 8750 copies for each volume (78.75 lakh pages). In case the number of Text pages varies( + / - ), then for the purpose of making final payment to the bidder, the revised total price for this component will be worked out as follows:

Bidder quoted Total price (excluding taxes & duties) for 78.75 lakh pages in 4 colour	Actual number of X text pages printed
<hr/> 78.75 lakh pages	

23. **BASIS OF EVALUATION AND COMPARISON**

23.1. It will be as per para 16 (Bid Opening and Evaluation) & para 17 (Evaluation and Comparison of Bids), Section : 2, ITB (Instruction to Bidders).

24. **TIME SCHEDULE**

24.1. The work should be completed **within 21 days** from date of the letter of award of contract .

25. **INSPECTION AND TESTING**

25.1. The Owner or the Executing Agency or their representatives shall have the right to inspect and/or to test the work to confirm their conformity to the Contract specifications at no extra cost to the contractor. The Executing Agency shall notify the contractor in writing in a timely manner, of the identity of any representatives retained for these purposes.

25.2. The contractor shall provide sample copies of the printed course material to the Executing Agency for inspection / testing for the specification as laid down by the Executing Agency.

26. **TERMS OF PAYMENT**

26.1. The payment to the contractor will be made by the Owner (BEE) on the recommendations of the Executing Agency as specified below :

26.1.1. An initial advance of 40% (Forty percentage) of the contract price against submission of an unconditional bank guarantee for the equivalent amount covering the advance amount, which shall be kept valid for 90 days from the date of contract and bank guarantee will be released within 7 days from the issue of completion certificate by the Executing Agency.

26.1.2. Balance 60% shall be paid on successful completion of the Work and issuance of completion certificate by the Executing Agency against contractors invoice.

27. **LIQUIDATED DAMAGE FOR DELAY IN COMPLETION**

27.1. If the completion of Work is delayed beyond the scheduled date as stipulated in Clause 24 (Time Schedule), Section : 2, ITB (Instruction to Bidders) or any time extension granted thereof, the owner will deduct as liquidated damage, not as penalty, a sum of one half of one percentage (0.5%) of the contract price for each 7 days delay or part thereof in completion of the Work. The liquidated damage shall be subject to a maximum of 10% of the contract price.

## 28. **MANNER OF EXECUTION**

- 28.1. The Executing Agency will issue two copies of letter of award to the contractor. The contractor will return one signed copy of the letter of award notifying the acceptance of the contract.
- 28.2. The contract agreement (as per bid form) will be signed in two originals - One original will be kept with the Owner and the other will be given to the contractor.

## 29. **RESOLUTION OF DISPUTES**

- 29.1. The Executing Agency and the contractor shall make effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 29.2. The disputes or differences arising shall be referred to the sole arbitration of a Gazetted Officer. The Owner (BEE) shall appoint the sole arbitrator. However, a person who had an opportunity to deal with the matters to which the contract relates to, who in the course of his duties had expressed views on all or any of the matters under dispute or difference, shall not be appointed as arbitrator.
- 29.3. Arbitration proceedings shall be held at Chennai.
- 29.4. The decision of the arbitrator shall be final and binding on both the parties. The contractor will pay the cost and expenses of arbitration proceedings.

## 30. **JURISDICTION OF CONTRACT**

- 30.1. The laws applicable to the contract shall be the laws in force in India. The courts of Chennai only shall have exclusive jurisdiction in all matters arising under this contract.

## 31. **COMPLETION OF CONTRACT**

- 31.1. The Executing Agency will issue a certificate of completion on successful completion of the work to the contractor as specified in the contract under intimation to Owner (BEE).

## 32. **FORFEITURE OF EMD**

- 32.1. In case the bidder who has been awarded the work contract refuses to accept the Work contract issued by the Executing Agency or fails to respond to the letter of award of work by the Executing Agency in 7 days time, then the EMD paid by the bidder will be forfeited.

## **BID PROPOSAL SHEETS CONTENTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Identification</b>
1	Bid Form	Proposal
2	Summary Price Proposal	Schedule – 1
3	Qualifying Requirement Data	Schedule – 2
4	Bid Proposal Sheet (BPS)	Schedule – 3
5	Deviation Schedule	Schedule – 4
6	Performa of “Agreement”	Schedule – 5
7	Performa of Bank Guarantee for Advance Payment	Schedule – 6
8	Checklist	Schedule - 7

BID REFERENCE : BEE/01/2005

**PROPOSAL**

(To be enclosed in the Envelop marked with 'Earnest Money')

Bidders Name & Address :

Bid Proposal Reference :

Person to be contacted :

Designation :

Telephone No. :

Fax No.:

E-mail:

To,

The Director,

Dr. Ambedkar Institute of Productivity,

National Productivity Council

6, SIDCO Industrial Estate, Ambattur, Chennai-600 098

Tel: (044) 2625 1808/2625 5216 Fax: 044 2625 4904

Email: [aipnpc@vsnl.com](mailto:aipnpc@vsnl.com)

**Sub : Proposal for Printing, Binding, Packing and Supplying Course Book**

Dear Sirs,

We, the undersigned bidder, have read and examined in detail the specifications and bid documents and offer to supply and deliver goods as per the specifications in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the bidding documents.

**PRICE AND VALIDITY**

All the prices stated in the bid are firm and no price adjustment is applicable in line with the bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 days (Ninety days) after the date of deadline of bid submission. We further declare that prices stated in our proposal are in accordance with your "Instruction to Bidders" and "Condition of Contracts" of Bid document.

We do hereby confirm that our lump-sum bid prices as quoted in Schedule – 1 includes all the duties and levies applicable on bought-out materials and services, duties and levies payable shall be to our account.

(Signature)

We have studied Clause 11 (Duties and Taxes), Section 2 : ITB (Instruction to Bidders) relating to Tax and we hereby, declare that if any TDS or any other corporate tax is attracted under the law, we agree to pay the same.

**EARNEST MONEY DEPOSIT**

We have enclosed an earnest money, in the form of Demand Draft (DD) for a sum of  
Rs. .... Rs. ....  
(in Amount) (in Words)

DD No. .... dated ..... (drawn on Bank Name and Branch).....  
in original, valid for a period of 30 days beyond the bid validity date, in accordance with bidding documents.

**BID PRICE**

We declare that our total lump-sum price in Indian Rupees is given in Para D of Schedule – 1 submitted in Price bid for the entire scope of work as specified in your Bidding documents.

**DEVIATIONS**

We declare that the work shall be performed strictly in accordance with the specifications and documents without any technical and commercial deviations.

**BID PRICING**

We further, declare that the prices stated in our Proposal are in accordance with your “Instruction to Bidders” and “Conditions of Contract” of Bidding Documents.

**PRICE BASIS**

We declare that our price components are on FIRM BASIS.

**QUALIFYING REQUIREMENT DATA**

We confirm having submitted the Qualifying Requirement Data in two copies, as required under “Instruction to Bidders” in Part 1 : Technical bid. In case, you require any further information in this regard, we agree to furnish the same in time.

**TIME SCHEDULE**

If the proposal is accepted by you, we agree to execute the contract as per time schedule specified in the bidding documents.

(Signature)

**CHECK LIST**

We have included a Check List duly filled in, as Schedule 7.

We, hereby, declare that only one person or firm interested in this Proposal as principals are named herein and that no other persons or firms other than those mentioned herein have any interest in this Proposal or in the Contract to be entered into, if we are awarded the Contract, and that this Proposal is made without any connection with any other persons, firm or party likewise submitting a Proposal and that this Proposal is in all respect for and in good faith, without collusion or fraud.

Dated this .....day of .....2005

Signature ..... in the capacity of .....

..... duly authorized to sign for and on behalf of

.....

(IN BLOCK CAPITALS)

**SUMMARY PRICE PROPOSAL**

(To be included in the Envelop marked with 'Part-2 Price Bid')

Bidders Name & Address : To,

The Director,  
Dr. Ambedkar Institute of Productivity,  
National Productivity Council  
6, SIDCO Industrial Estate,  
Ambattur, Chennai-600 098

Dear Sirs,

We declare that in terms of Clause 10 (Bid Price), Section 2 : ITB (Instruction to Bidders) of Bidding documents, the following are our lump-sum Price in Indian Rupees for the entire scope of work as specified in the specification and documents.

- A) Lump-sum Bid Price (excluding Sales Tax, Service Tax and other levies)  
Indian Rupees ..... (in figures)  
Indian Rupees ..... (in words)
- B) Applicable Taxes and Duties and other levies, payable additionally, in respect of the transaction between the Owner & the Contractor for the entire scope of work mentioned in Schedule : 3.
1. Sales Tax Rs. ....estimated @ .....%.....  
2. Service Tax. Rs. ....estimated @ .....%.....  
3. Other Tax Rs. ....estimated @ .....%.....  
(i) (Pl. Specify) : Rs .....estimated @ .....%.....  
(ii) (Pl. Specify) : Rs. ....estimated @ .....%.....  
(iii) (Pl. Specify) : Rs. ....estimated @ .....%.....  
4. Total Taxes & Duties (1+2+3) Rs. ....
- C) Lump-sum freight and Insurance Rs. ....
- D) Total Lump-sum bid price including taxes & duties and other levies if the contract is awarded to us i.e. sum of A+B+C above is :  
Rupees : .....  
(In Figures)  
Rupees : .....  
(In Words)
- 

Date :  
Place :

(Signature)  
(Name of Authorised Official)  
(Designation)  
(Company Seal)

**QUALIFYING REQUIREMENT DATA**

(To be enclosed in the Envelop mark ‘Part – 1 Technical Bid’)

Bidders Name & Address :

To,  
The Director,  
Dr. Ambedkar Institute of Productivity,  
National Productivity Council  
6, SIDCO Industrial Estate,  
Ambattur, Chennai-600 098

Dear Sirs,

In support of our meeting the Qualifying Requirements (QR) for bidders stipulated in Clause 6 (Eligible Bidders), Section 2 : ITB (Instruction to Bidders) of Bidding documents. We meet the stipulated QR as mentioned based on the following :

- a) The details of work carried in the last one financial year in regard to execution of similar type of work is as given below :

Sl. No.	Customer / Client Name	Type of Work	Worth of Work in (Rs. Lakhs)	Date of Execution

Note : Attach the Work Orders / Letter of Award of the above mentioned Work.

- b) The details of printing and binding machinery that are owned by us are given below :

Sl. No.	Machine Name	Make	Capacity	Year of Purchase

- c) The copy of the last audited balance sheet, income tax registration and income tax clearance certificates are attached.

- d) In support of our credibility to execute the work, we are enclosing following supporting documents (if any).

- i)  
ii)  
iii)

Date :

Place :

(Signature ) .....

.....  
(Name of the Authroised official)

(Designation) .....

(Company Seal) .....

BID REFERENCE : BEE/01/2005

**SCHEDULE – 3**

Page : 1 of 3

**BID PROPOSAL SHEET (BPS)**

Bidders Name & Address :

To,

The Director,  
Dr. Ambedkar Institute of Productivity,  
National Productivity Council  
6, SIDCO Industrial Estate,  
Ambattur, Chennai-600 098

Price break-up for individual items for Printing, Binding, Packaging and Supply for course books. (Bidders shall quote prices for the following mentioned items. Prices of all accessories, components etc. associated with items are to be included in Bidders quoted price for all these items)

**A. Total Price (excluding taxes and duties)**

Sl. No.	Description of Items	Unit	Quantity	Total Price (A) (excluding taxes and duties) (Rs.)
1.	Printing in 4 colour & Lamination of Cover Page (Front & Back) (250 GSM) [8750 copies of each volume & 4 volumes]	No. of cover pages(front & back)	1 cover page(front & back) x 4 volumes x 8750 copies per volume	
2.	Printing in 4 colour of Text Page including photography / graphics (80 GSM) [900 nos. of pages (approx.) in all 4 volumes & 8750 copies for each volume]	No. of text pages	(900 pages / 4 volumes)x4 volumes x 8750 copies per volume	

(contd...)

(Signature) .....

**SCHEDULE – 3**

Page : 2 of 3

Sl. No.	Description of Items	Unit	Quantity	Total Price [A] (excluding taxes and duties) (Rs.)
3.	Binding of Course Books of all 4 Volumes	No. of copies	4 x 8750 = 35000 copies	
4.	Packing of a set of 4 copies (total 8750 sets), each set containing one copy from each volume in polythene pack followed by wrapping & stitching in coarse cloth (long cloth – gada)	No. of sets	8750 sets each containing all 4 volumes	
Grand Total for ( A)				

**B.** Applicable Taxes and Duties and other levies, payable additionally, in respect of the transaction between the Owner & the Contractor for the entire scope of work .

1. Sales Tax Rs. ....estimated @ .....%.....
2. Service Tax. Rs. ....estimated @ .....%.....
3. Other Tax
  - (i) (Pl. Specify) : Rs .....estimated @ .....%.....
  - (ii) (Pl. Specify) : Rs. ....estimated @ .....%.....
  - (iii) (Pl. Specify) : Rs. ....estimated @ .....%.....
4. Total Taxes & Duties (1+2+3) Rs. ....

**(continued)**

(Signature ) .....

C. Lump-sum freight and Insurance charges : Rs. ....

**D. Total Lump-sum bid price including taxes & duties and other levies if the contract is awarded to us i.e. sum of A+B+C above is :**

Rupees : .....

(In Figures)

Rupees : .....

(In Words)

Note 1 : Service tax shall be only on the service rendered and not on the material.

Note 2 : The Total Price quoted by the bidder at Sl.No.. A2 above is for Printing of text in four colour of 900 pages in all 4 volumes & 8750 copies for each volume (78.75 lakh pages). In case the number of text pages varies( + / - ), then for the purpose of making final payment to the bidder, the revised total price for this component will be worked out as follows:

Bidder quoted Total price (excluding taxes & duties)  
for 78.75 lakh pages in 4 colour

78.75 lakh pages

X

Actual number of  
text pages printed

Date :  
Place :

(Signature ) .....

.....  
(Name of the Authroised official)

(Designation) .....

(Company Seal) .....

BID REFERENCE : BEE/01/2005

**SCHEDULE – 4**

Page : 1 of 1

**DEVIATION SCHEDULE**

Bidders Name & Address :

To,  
The Director,  
Dr. Ambedkar Institute of Productivity,  
National Productivity Council  
6, SIDCO Industrial Estate,  
Ambattur, Chennai-600 098

We declare that our price components are on FIRM BASIS, and we also declare that our bid has no technical and commercial deviation.

Date :

(Signature ) .....

Place :

.....

(Name of the Authorised Official)

(Designation) .....

(Company Seal) .....

**PROFORMA OF “AGREEMENT”**

**(To be executed on Rs. 100/= Non-Judicial stamp paper)**

This Agreement made this .....day of .....two thousand ..... between Bureau Of Energy Efficiency(BEE) having its office at Hall No: IV, Second Floor, NBCC Tower, No: 15 , Bhikaji Cama Place, New Delhi 110 066 (herein after referred to as “Owner” or “BEE”, which expression shall include its administrators, successors and assign) on one part and ..... (Name of the Contracting Co. ) (herein after referred to as the “Contractor” , which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS BEE invited Bids for Printing, Binding, Packaging and Supply of course books at Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), Ambattur, Chennai – 600 098, as per its Bid Specification No. BEE/01/2005

AND WHEREAS .....(Contractor Name) ..... had participated in the above referred bidding vide their Proposal No. .... dated ..... and awarded the Contract to ..... (Contractor Name) ..... on terms and conditions documents referred to therein, which have been acknowledged by ..... (Contractor Name) ..... resulting into a “Contract”.

**NOW THEREFORE THIS DEED WITNESSETH AS UNDER**

**1.0 Award of Contract**

Executing Agency (NPC) on behalf of BEE awarded the Contract to ..... (Contractor Name) for the work comprising of Paper, Printing, Binding, Packaging and Supply of course books at Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai – 600 098 on the terms and conditions contained in its Letter of Award No. .... Dated ..... and the documents referred to therein. The award has taken effect from aforesaid letter of award. The terms and expressions used in the Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

**2.0 Technical Specifications :**

Printing and Supplying of Course Books with the following Technical Specifications :

Cover Paper	: Art Paper 250 GSM
Cover Paper	: Laminated
Text Paper	: Imported Art Paper 80 GSM
Size	: 275 x 210 mm
Nos. of pages	: 900 nos. (approx,) of pages in 4 volumes
No. of copies per volume	: 8750 copies (total 35000 copies for 4 volumes)

Colour	: 4 Colour
Binding	: Section Sewing and Perfect
Packing	:Packing of a set of 4 copies(total 8750 sets), each set containing one copy from each volume in polythene pack followed by wrapping & stitching in coarse cloth(long cloth – gada) <b>Note:</b> This cloth is normally used for dispatch of printed material through Registered Parcel.
Delivery Period	: 21 days from date of Letter of Award of contract.

The work should include paper, printing, binding, packing of 4 volumes and delivery at Dr. Ambedkar Institute of Productivity (AIP), National Productivity Council, located at 6 (Old No. 31-B), SIDCO Industrial Estate, Ambattur, Chennai – 600 098.

### **3.0 Documentation**

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”)

- a) The Bidding Documents
- b) Proposal Sheets submitted by .....(Contractor Name).....
- c) NPC Letter of Award No. .... dated ..... Duly acknowledged by .....(Contractor Name) .....

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to be the “Executing Agency” in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor is deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement alongwith its aforesaid Contract Documents shall be referred to as the “Agreement”.

### **4.0 Conditions and Covenants**

The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damage and all other terms and conditions are contained in NPC Letter of Award No. .... dated ..... read in conjunction with other aforesaid Contract Documents.

### **5.0 Time Schedule**

Time is the essence of the Contract and time schedules shall be strictly adhered to. (Contractor Name) M/s..... shall perform the work in accordance with the agreed schedules.

### **6.0 Quality Plan**

The Contractor shall adhere to the quality of material, printing, binding and packaging as specified in the technical specifications.

**7.0 Payment Schedule**

The payment to the contractor will be made by the Owner (BEE) on the recommendation of the Executing Agency (NPC).

**8.0** This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence by terms and conditions contained in the Agreement. Any modifications of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

**9.0 Settlement of Dispute**

It is specifically agreed between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and Arbitration as specified in Clause 29, Section 3, CoC (Conditions of Contract). Chennai courts alone shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Chennai.

(Owners Signature)  
.....  
(Name of Authorised Representative)

(Contractors Signature)  
.....  
( Name of Authorised Representative)

(Designation)  
(Company's Stamp)

(Designation)  
(Company's Stamp)

WITNESS :

- 1. ....
- 2. ....
- 3.....
- 4. ....

**PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT  
(To be stamped in accordance with Stamp Act)**

**Ref : .....**

**Bank Guarantee No : .....**

**Date : .....**

To,

The Director General  
Bureau of Energy Efficiency  
Hall No. IV, 2<sup>nd</sup> Floor, NBCC Tower  
15 Bhikaji Cama Place  
New Delhi – 110 066.

Dear Sirs,

In consideration of Bureau of Energy Efficiency, (hereinafter referred to as the “Owner”, which expression shall unless repugnant to the context or meaning hereof include its successors, administrators and assigns) having awarded to M/s ..... (hereinafter referred to as the “Contractor”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No. .... Dated ..... of NPC, the Executing Agency appointed by the owner and the same having been acknowledged by the Contractors, resulting in a Contract bearing No. .... dated ..... valued at ..... (in figures and words).

For Printing and Supply of Course Books (hereinafter called the “Contract”) and the Owner having agreed to make an advance payment to the Contractor for performance of the above Contract amounting ..... (in figures and words) as an advance against Bank Guarantee to be furnished by the contractor.

We ..... (Name of the Bank) having its Head Office at ..... (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, immediately on demand any of, all monies payable by the Contractor to the extent of ..... as aforesaid at any time upto ..... (@.....) without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the bank shall be conclusive or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee therein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

**SCHEDULE – 6**

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce any covenants, contained or implied, in the contract between the Owner (BEE) and the Contractor or any other course or remedy or security available to Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any Other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would be for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to ensure this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor’s liabilities.

Not withstanding anything contained hereinabove our liability under this guarantee is limited to ..... And it shall remain in force upto and including ..... (@ ..... ) and shall be extended form time to time for such period (Not exceeding one year) as may be desired by Owner .....

Dated this .....day of .....20.....at.....

**WITNESS**

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	Designation ..... (with Bank Stamp)

Attorney as per Power of Attorney No .....

Dated .....

Strike whichever is not applicable

@ The date will be ninety (90) days after the date of completion of the Contract.

Note : The Non-judicial stamp papers of appropriate value shall be purchased in the name of bank who issue the Bank Guarantee.

**CHECKLIST**

Bidders Name &amp; Address :

To,

The Director,  
 Dr. Ambedkar Institute of Productivity,  
 National Productivity Council  
 6, SIDCO Industrial Estate,  
 Ambattur, Chennai-600 098

<b>Sl. No.</b>	<b>Item Description</b>	<b>To be submitted with</b>	<b>Declaration (Strike out whichever is not applicable)</b>	<b>Cover (Envelop)</b>
1	Earnest Money Deposit	Earnest Money Envelop	Yes / No	Cover – III (Earnest Money)
2	Proposal (Proposal)	Earnest Money Envelop	Yes / No	Cover – III (Earnest Money)
3	Summary Price Proposal (Schedule - 1)	Price Bid Envelop	Yes / No	Cover – II (Price Bid)
4	Bid Proposal Sheet (BPS) (Schedule – 3)	Price Bid Envelop	Yes / No	Cover – II (Price Bid)
4	Qualifying Requirement Data (Schedule – 2)	Technical Bid Envelop	Yes / No	Cover – I (Technical Bid)
5	Deviation Schedule (Schedule – 4)	Technical Bid Envelop	Yes / No	Cover – I (Technical Bid)

Date :

Place :

(Signature) .....

.....  
(Name of the Authorised Official)

(Designation) .....

(Company Seal) .....