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BIDDING DOCUMENTS FOR PRINTING & SUPPLY OF Certificates

(TENDER BID REFERENCE: BEE/03-1/2011)

Last Date for Receiving Bids : 07.11.2011, 15.00 hrs.

Bid Opening : 07.11.2011, 15.30 hrs.



**Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram
New Delhi – 110 066
Website : www.bee-india.nic.in**

Cost of Tender Document : Rs.1000/-

Tender Document Number :

Date of Receipt :

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 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



**Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram
New Delhi – 110 066
Website : www.bee-india.nic.in**

SECTION : 1 INVITATION TO BID

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BUREAU OF ENERGY EFFICIENCY (BEE)

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

NOTICE INVITING TENDER

TENDER BID REFERENCE : BEE/03/2011 & BEE/03-1/2011

BUREAU OF ENERGY EFFICIENCY (BEE) invites sealed two Part Bids (Part-1: Technical Bid and Part-2 : Price Bid) for printing and supply of Books on Collection of Paintings, various types of Certificates and Drawing Sheets.

Scope of Work :

TENDER BID REFERENCE: BEE/03/2011	Printing, binding, packaging and delivering of books with (approx) 470 no. of pages and 1500 copies with section sewing and perfect binding.
TENDER BID REFERENCE: BEE/03-1/2011	Printing, packaging and delivering of approximately 19,00,000 no. of certificates.

Estimated Cost : Rs. 35.00 Lakhs.

Last Date for Receiving Bids : 07.11.2011, 15.00 hrs.

Bid Opening : 07.11.2011, 15.30 hrs.

Tender documents and the instructions for submission of tenders can be downloaded from the websites : www.bee-india.nic.in , www.energymanagertraining.com



For any further details contact :

Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram, New Delhi – 110 066
Website : www.bee-india.nic.in

1. BACKGROUND

- 1.1 Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066 is conducting Painting competition at the School, State and National level for students studying in the standards 4th, 5th, 6th and 7th under National Awareness Campaign on Energy Conservation - 2011
- 1.2 BEE recognizes the efforts put in by the participants by issuing them certificates at all the three levels. A booklet on “Collection of Paintings at State Level -2011” is also published by BEE.

2 SCOPE OF WORK

- 2.1 Printing and Supplying of Certificates & Drawing Sheets with the following Specifications:

#	Details	Type of Paper	Size	Packing	Quantity
1	4 Colour Certificates of Participation at School Level	Art Paper 300 GSM	280 x 210 mm	50 nos certificates packed in Polythene and then 10 no of such pkt in 5 ply corrugated box totaling 500 certificates in each Box	18,00,000 (3600 Boxes)
2	4 Colour Certificates of Merit at School Level	Art Paper 300 GSM	280 x 210 mm	50 nos certificates packed in Polythene and then 10 no of such pkt in 5 ply corrugated box totaling 500 certificates in each Box	1,00,000 (200 Boxes)

2.2.1 The work should include paper, printing, packaging and delivery at Bureau of Energy Efficiency, 4th Floor, Sewa Bhawan, R.K. Puram, New Delhi-110 066

2.3 BEE would provide Text, Format, List of Names and details of students for using them as per the desired format. (Format will be provided by BEE)

3 ESTIMATED COST

3.1 The estimated cost of the proposed work is Rs. 28.00 Lakhs

4 TIME FOR COMPLETION

4.1 The completion and delivery time for the proposed work is 21 days from the date of handing over the inputs by BEE.

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5. GENERAL

- 5.1 Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India invites bids in two parts (Part- 1 : Technical and Part-2 : Price) bids for paper, printing, binding, packing and delivering (referred as “Work”) at Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066. Bidders must submit bids for the complete scope of work.

The successful bidder shall complete the work by the intended completion date as specified in the document.

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 similar work and have executed similar work in the past successfully.
- 6.2 The bidder must be equipped with the followings:
- a) Having their own offset printing machine with 4 colour printing facilities.
 - b) Having their own section sewing and perfect binding machine.
- 6.3 In order to facilitate time bound activity, the proof reading or sample screening the bidder must have pre-press and press facilities location in Delhi or NCR.

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 BEE 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 BEE. The BEE shall issue interpretation / clarification as it may think fit in writing. The BEE 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 The bid documents can be downloaded from the website: www.bee-india.nic.in/ www.energymanagertraining.com. The bidder should send a DD for Rs.1000/- (Rupees One thousand only) (non-refundable) in favour of **'Bureau of Energy Efficiency' payable at Delhi** along with filled in bid documents. BEE will not be responsible for postal delay, if any, in the delivery of documents or non-receipt of the same at Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi-110 066.

8.3 SUBMISSION OF BIDDING DOCUMENT

- 8.3.1 The bid shall be submitted on or before November 7, 2011 at 15.00 Hrs. at the following address and the same shall be opened on November 7, 2011 at 15.30 Hrs.:



Secretary - Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram, New Delhi – 110 066
Website : www.bee-india.nic.in

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 clause 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, whenever, 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 Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi-110 066.

13. BID VALIDITY

- 13.1 Bid shall remain valid for a period not less than 120 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. 50,000/- (Rupees fifty thousand only) in the form of DD in favour of “**Bureau of Energy Efficiency**” payable at “**Delhi**”. 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, Schedule-7) 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 envelopes 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 sealed and marked with bid reference, last date of submission and bidders name and address.
- 15.7 The bid shall be submitted on or before November 7, 2011 at 15.00 Hrs. at **Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066** in person or by post. However, the BEE will not be responsible for any postal delay.
- 15.8 Any bid received by the BEE after November 7, 2011 at 15.00 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 BEE will first open the part-1: Technical Bid on November 7, 2011 at 15.30 Hrs. at Bureau of energy Efficiency, Ministry of Power – Govt. of India 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 BEE will shortlist successful bidder 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 November 7, 2011 at 15.30 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 total lump-sum firm bid price 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 comparison; the lowest bid will be given the award of contract.

18 AWARD OF CONTRACT

- 18.1 The BEE will award the contract to the successful bidder whose total lump-sum firm bid price (at S.No. 'D' of Schedule-1 & Schedule-3) 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 BEE 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 BEE will promptly notify each unsuccessful bidder and will return the earnest money without any interest on the earnest money.
- 18.4 BEE reserves the right to accept any bid or to reject any or all bids without assigning any reasons, whatsoever.
- 18.5 The BEE 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 BEE's action.

SECTION: 3

CONDITIONS OF CONTRACT (CoC)

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CONDITIONS OF CONTRACT

19. DEFINITION OF TERMS

- 19.1 “Contract” means the agreement entered into by the BEE 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, 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- 19.3 “BEE” means the Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066, 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 certificates and drawing sheets.
- 19.4 The “Contractor” shall mean the bidder whose both technical and price bid will be accepted by the BEE 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 BEE 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 certificates and drawing sheets which the contractor is required to supply to the BEE under the contract.
- 19.9 “Work” shall mean and include paper, printing, binding, packing and delivery of certificates and drawing sheets 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 BEE site, Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066, where the Technical and Price Bids shall be opened.

19.13 "Tender Committee" means the committee set up by the BEE having at least one representative from BEE.

20. SCOPE OF WORK

20.1 The detailed scope of work is specified below:

20.2 Printing and Supplying of Certificates & Drawing Sheets with the following Specifications:

#	Details	Type of Paper	Size	Packing	Quantity
1	4 Colour Certificates of Participation at School Level	Art Paper 300 GSM	280 x 210 mm	50 nos certificates packed in Polythene and then 10 no of such pkt in 5 ply corrugated box totaling 500 certificates in each Box	18,00,000 (3600 Boxes)
2	4 Colour Certificates of Merit at School Level	Art Paper 300 GSM	280 x 210 mm	50 nos certificates packed in Polythene and then 10 no of such pkt in 5 ply corrugated box totaling 500 certificates in each Box	1,00,000 (200 Boxes)

- 20.3 The Work include paper, printing, packing and delivery of certificates and drawing sheets as per agreed specifications including all transportation, handling and unloading at Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066.
- 20.4 BEE would provide Text, Original Drawings and Photographs for using them as per the desired format. (Format will be provided by BEE) to 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 and based on the previous printed certificates and drawing sheets.

23. BASIS OF EVALUATION AND COMPARISON

- 23.1 It will be as per clause16 (Bid Opening and Evaluation) & clause 17 (Evaluation and Comparison of Bids), Section : 2, ITB (Instruction to Bidders).

24. TIME SCHEDULE

- 24.1 The work should be completed within 21days from date of handing over of inputs by BEE.

25. INSPECTION AND TESTING

- 25.1 The BEE 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 BEE 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 material to the BEE for inspection / testing for the specification as laid down by the BEE.

26. TERMS OF PAYMENT

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

26.1.1 An initial advance of 40% (Forty percent) 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 BEE.

26.1.2 Balance 60% shall be paid on successful completion of the Work and issuance of completion certificate by the BEE 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 BEE 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 BEE and the contractor shall make effort to resolve amicably by direct informal negotiations 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 Delhi only shall have exclusive jurisdiction in all matters arising under this contract.

31. COMPLETION OF CONTRACT

- 31.1 The BEE 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 BEE or fails to respond to the letter of award of work by the BEE in 7 days time, then the EMD paid by the bidder will be forfeited.

BID PROPOSAL SHEETS CONTENTS

Sl. No.	Description	Identification
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	Proforma of “Agreement”	Schedule – 5
7	Proforma of Bank Guarantee for Advance Payment	Schedule -- 6
8	Checklist	Schedule -- 7

BID REFERENCE : BEE/03-1/2011

PROPOSAL

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

Bidders Name & Address :

Bid Proposal Reference :

Person to be contacted :

Designation :

Telephone No. :

E-Mail :

Fax No. :

To,

Secretary

Bureau of Energy Efficiency

Government of India, Ministry of Power

4th Floor, Sewa Bhawan,

R.K. Puram, New Delhi – 110 066

Email: ashukla@beenet.in

Sub: Proposal for Printing, Packing and Supplying Certificates and Drawing Sheets

Dear Sir,

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 120 days (One hundred and twenty 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 of2011

Signature in the capacity of
.....duly authorized to sign for and on behalf of

.....
(IN BLOCK CAPITALS)

(Signature)

SUMMARY PRICE PROPOSAL

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

Bidders Name & Address :

To,

Secretary
 Bureau of Energy Efficiency
 Government of India, Ministry of Power
 4th Floor, Sewa Bhawan,
 R.K. Puram, New Delhi – 110 066
 Email: ashukla@beenet.in

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 :

(Signature)

Place :

(Name of Authorised Official)

(Designation)

(Company Seal)

QUALIFYING REQUIREMENT DATA

(To be enclosed in the Envelop mark with 'Part-1 Technical Bid')

Bidders Name & Address :

To,
 Secretary
 Bureau of Energy Efficiency
 Government of India, Ministry of Power
 4th Floor, Sewa Bhawan,
 R.K. Puram, New Delhi – 110 066
 Email: ashukla@beenet.in

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 past 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 copies of 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 :

(Signature)

Place :

(Name of Authorised Official)

(Designation)(Company Seal)

BID PROPOSAL SHEET (BPS)

Bidders Name & Address :

To,
Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram, New Delhi – 110 066
Email: ashukla@beenet.in

Price break-up for individual items for Printing, Packaging and Supply for certificates and drawing sheets. (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 & duties) (Rs.)
1.	Printing of 4 colour Certificate of Participation at school level (Art Paper 300 GSM)	Nos	18,00,000	
2.	Printing of 4 colour Certificate of Merit at school level (Art Paper 300 GSM)	Nos	1,00,000	
3.	Packing of certificate of Participation and Merit at School Level	Nos	3800 boxes (50 Cert X 10 Pkt)	
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.

C) Lump-sum freight and Insurance Rs.**(Contd....)**

(Signature)

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.

Date : (Signature)
Place :
(Name of Authorised Official)
(Designation)
(Company Seal)

DEVIATION SCHEDULE

Bidders Name & Address :

To,
Secretary
Bureau of Energy Efficiency
Government of India, Ministry of Power
4th Floor, Sewa Bhawan,
R.K. Puram, New Delhi – 110 066
Email: ashukla@beenet.in

We declare that our price components are on FIRM BASIS, and we also declare that our bid has not technical and commercial deviation.

Date :

(Signature)

Place :

.....

(Name of 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 4th Floor, Sewa Bhawan, R.K. Puram, 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, Packaging and Supply of Certificates and Drawing Sheets at Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066, as per its Bid Specification No., BEE/03-1/2011.

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

BEE awarded the Contract to (Contractor Name) for the work comprising of Paper, Printing, Packaging and Supply of Certificates and Drawing Sheets at Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066 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 Certificates and Drawing Sheets with the following Specifications:

#	Details	Type of Paper	Size	Packing	Quantity
1	4 Colour Certificates of Participation at School Level	Art Paper 300 GSM	280 x 210 mm	50 nos packed in Polythene and then 10 pkt in 5 ply corrugated box totaling 500	18,00,000
2	4 Colour Certificates of Merit at School Level	Art Paper 300 GSM	280 x 210 mm	50 nos packed in Polythene and then 10 pkt in 5 ply corrugated box totaling 500	1,00,000

The work should include paper, printing, packing and delivery at Bureau of Energy Efficiency (BEE) at 4th Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066.

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 parts conform to the Bidding Documents and what has been specifically agreed to be the “BEE” 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 along with 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 BEE 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 (BEE) on the recommendation of Deputed Official / Project Coordinator - BEE.

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.

8.0 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 **Delhi**.

(Owners Signature)

(Contractors Signature)

.....

.....

(Name of Authorised Representative)

(Name of Authorised Representative)

(Designation)
(Company's Seal)

(Designation)
(Company's Seal)

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
4th Floor, Sewa Bhawan
R.K. Puram
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 (hereafter 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 the Bureau of energy Efficiency 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 certificates and drawing sheets (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 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 discharge this guarantee.

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

SCHEDULE – 6

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.

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

Dated this Day of 2011 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 120 (One hundred and twenty) 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 & Address :

To,
 Secretary
 Bureau of Energy Efficiency
 Government of India, Ministry of Power
 4th Floor, Sewa Bhawan,
 R.K. Puram, New Delhi – 110 066
 Email: ashukla@beenet.in

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

Date:

Place :

(Signature).....

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

(Designation).....

(Company Seal)