

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

**TENDER BID REFERENCE: NPC/BEE/CB/01/2023**

<b>Last Date for Receiving Bids</b>	<b>: 07.02.2023 - 15.00 hrs.</b>
<b>Bid Opening (Technical)</b>	<b>: 09.02.2023 - 10.30 hrs.</b>
<b>Bid Opening (Financial)</b>	<b>: 16.02.2023 - 10.30 hrs.</b>



**National Productivity Council  
Dr. Ambedkar Institute of Productivity  
6, Aavin Dairy Road, Ambattur Industrial Estate (North),  
Ambattur, Chennai 600 050.**

**Cost of Tender Document : Nil**

**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 6). 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 Head (AIP)  
National Productivity Council  
Dr. Ambedkar Institute of Productivity  
6, Aavin Dairy Road, Ambattur Industrial Estate (North)  
Ambattur, Chennai – 600 050  
Mobile : 9677245234  
Email : nceexam@npcindia.gov.in

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**INVITATION TO BID**

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## **National Productivity Council** (Under Ministry of Commerce & Industry, Government of India)

### **NOTICE INVITING TENDER**

TENDER BID REFERENCE: NPC/BEE/CB/01/2023

**National Productivity Council (NPC), under Ministry of Commerce & Industry 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 1365 (approx.) nos. of pages in 4 volumes and 2000 copies of each volume in 4 colour (total 8000 copies) with section sewing and perfect binding.

**Estimated Cost : Rs.22 Lakhs.**

**Last Date for Receiving Bids : 07.02.2023 - 15:00 hrs.**  
**Bid Opening (Technical) : 09.02.2023 - 10:30 hrs.**  
**Bid Opening (Financial) : 16.02.2023 - 10:30 hrs.**

Tender documents and the instructions for submission of tenders can be downloaded from the websites :. [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.gem.gov.in](http://www.gem.gov.in), [www.npcindia.gov.in](http://www.npcindia.gov.in)

**For any further details contact :**

The Head (AIP),  
National Productivity Council,  
Dr. Ambedkar Institute of Productivity,  
6, Avin Dairy Road, Ambattur Industrial Estate(North), Ambattur,  
Chennai-600050.  
Mobile : 9677245234, e-mail : nceexam@npcindia.gov.in

## 1. BACKGROUND

- 1.1 Bureau of Energy Efficiency (BEE), a statutory body under Ministry of Power, Government of India having its office at 4<sup>th</sup> Floor, Sewa Bhawan, R.K.Puram, 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 organization 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 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050.

## 2 SCOPE OF WORK

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

Cover Paper	: Art Paper 300 GSM
Cover Paper	: Laminated
Text Paper	: Imported Art Paper (MAT) 100 GSM
Size	: 275 x 210 mm
No. of Pages	: 1365 Nos. (approx.) of pages for 4 volumes
No. of copies per volume	: 2000 sets (total 8000 copies for 4 volumes)
Colour	: 4 Colour
Binding	: Section Sewing and Perfect
Packing Instruction	:

One set of course book consists of one book from each volume (4 Books). Each set shall be packed separately in a polythene cover of thickness not less than 80 micron and sealed firmly. Followed by placing of address card shared by the execution agency and the same shall be shrink wrapped. Finally, each set should be strapped firmly using a plastic strap both vertically and horizontally at two locations each side.

Delivery Period : 45 days from date of the letter of award of the Contract.

- 2.2 The work should include paper, printing, binding, packaging and delivery at **National Productivity Council, Dr. Ambedkar Institute of Productivity (AIP), located at 6, Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050, Mobile: 9677245234, e-mail : nceexam@npcindia.gov.in**
- 2.3 NPC would provide a **Compact Disk (CD)/e-mail** containing the course material in PDF 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 22 Lakhs.

### **4 TIME FOR COMPLETION**

4.1 The completion and delivery time for the proposed work is **45 days** from the date of the letter of award of the contract.

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## **5 GENERAL**

- 5.1 National Productivity Council (NPC), Dr. Ambedkar Institute of Productivity, referred to as “Executing Agency” (in these documents) invites tender in two parts (Part- 1 : Technical and Part-2 : Price) bids for paper, printing, binding, packing and delivering (referred as “Work”) at National Productivity Council, Dr. Ambedkar Institute of Productivity, 6, Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050. 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 Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company.
- 6.2 Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
- 6.3 The bidder must be equipped with the following :
- a) Having their own offset printing machine with 4 colour printing capability. Necessary proof of documents shall be submitted for the same.
  - b) Having their own section sewing and perfect binding machine. Necessary proof of documents shall be submitted for the same.

## **7. COST OF BIDDING**

- 7.1 The bidders shall bear all the costs associated with the preparation and submission of his bid, and 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/e-mail 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 The bid documents can be downloaded from the website: [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.gem.gov.in](http://www.gem.gov.in), [www.npcindia.gov.in](http://www.npcindia.gov.in)

## **8.3 SUBMISSION OF BIDDING DOCUMENT**

8.3.1 The bid shall be submitted **on or before 07<sup>th</sup> February 2023 before 15.00 hrs** and the same shall be opened **on 09<sup>th</sup> February 2023 at 10.30 hrs.:**

Head AIP  
National Productivity Council  
Dr. Ambedkar Institute of Productivity  
6, Aavin Dairy Road,  
Ambattur Industrial Estate (North),  
Chennai – 600050

## **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, 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 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 All taxes and other levies in respect of transaction between the execution agency 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 execution agency 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 workplace to National Productivity Council, Dr. Ambedkar Institute of Productivity, 6 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050.

## **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 “**National Productivity Council**” 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, Schedule-6) 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 reached/submitted **on or before 07<sup>th</sup> February 2023 before 15:00 hrs** at **National Productivity Council, Dr. Ambedkar Institute of Productivity, 6 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050** in person or by post. However, the Executing Agency will not be responsible for any postal delay.
- 15.8 Any bid received by the Executing Agency after **07<sup>th</sup> February 2023, 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 Executing Agency will first open the **Part-1: Technical Bid on 09<sup>th</sup> February 2023 at 10:30 hrs.**
- 16.2 The Tender Committee constituted by the Executing Agency will shortlist successful bidder or bidders who qualify in the Technical bid as per GFR 2017. **The Part-2: Price Bid of the successful Bidders, who were found qualified in the Technical Bid, will be opened on 16<sup>th</sup> February 2023 at 10:30 hrs.**

## **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 Executing Agency 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 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.

## **19 SPECIFIC TERMS AND CONDITIONS**

- 19.1 The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 19.2 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- 19.3 The execution agency reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 19.4 Bidder shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- 19.5 The Execution agency shall not assign the Contract in whole or part without obtaining the prior written consent of bidder.
- 19.6 The bidder shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 19.7 The bidder shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- 19.8 Without prejudice to execution agency right to price adjustment by way of discount or any other right or remedy available to execution agency, execution agency may terminate the Contract or any part thereof by a written notice to the bidder, if:
- The bidder fails to comply with any material term of the Contract.
  - The bidder informs execution agency of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

- The bidder fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - The bidder becomes bankrupt or goes into liquidation.
  - The bidder makes a general assignment for the benefit of creditors.
  - A receiver is appointed for any substantial property owned by the bidder.
  - The bidder has misrepresented to execution agency, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- 19.9 Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.
- 19.10 After award of contract – Successful Bidder shall have to get advance sample approved from execution agency before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 2 samples for Buyer's approval, within 5 days of award of contract. Execution agency shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Bidder shall be required to ensure supply as per approved sample with modifications as communicated by execution agency. If there is delay from execution agency side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the execution agency at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.
- 19.11 Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the execution agency.
- 19.12 **Past Project Experience:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - Execution certificate by client with order value.
  - Any other document in support of order execution like Third Party Inspection release note, etc.

## **SECTION: 3**

# **CONDITIONS OF CONTRACT (CoC)**

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# **CONDITIONS OF CONTRACT**

## **20 DEFINITION OF TERMS**

- 20.1 “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.
- 20.2 “Owner” means Director General, Bureau of Energy Efficiency, 4<sup>th</sup> Floor, Sewa Bhawan, R.K.Puram, New Delhi – 110 066 and shall include their legal representatives, successors and assigns.
- 20.3 “Executing Agency” means the Director, National Productivity Council, Dr. Ambedkar Institute of Productivity, 6 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050, 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.
- 20.4 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.
- 20.5 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.
- 20.6 “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.
- 20.7 “Date of Contract” shall mean the date on which notification of award of contract / letter of award has been issued.
- 20.8 “Goods” shall mean course books which the contractor is required to supply to the Executing Agency under the contract.
- 20.9 “Work” shall mean and include paper, printing, binding, packing and delivery of course books as per agreed specifications including all transportation, handling and unloading at site as defined in the contract.
- 20.10 “Day” or “Days”, unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- 20.11 “Writing” shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
- 20.12 “Bid Opening site” – means the Executing Agency site, National Productivity Council, Dr. Ambedkar Institute of Productivity, 6 Aavin Dairy Road, Ambattur

Industrial Estate (North), Ambattur, Chennai – 600 050, where the Technical and Price Bids shall be opened.

20.13 “Tender Committee” means the committee set up by the Executing Agency (NPC) having at least one representative from Owner (BEE).

## **21 SCOPE OF WORK**

21.1 The detailed scope of work is specified below :

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

Include cover page design

Cover Paper : Art Paper 300 GSM

Cover Paper : Laminated

Text Paper : Imported Art Paper (MAT) 100 GSM

Size : 275 x 210 mm

No. of Pages : 1365 Nos. (approx.) of pages for 4 volumes

No.of copies per volume : 2000 Sets (total 8000 copies for 4 volumes)

Colour : 4 Colour

Binding : Section Sewing and Perfect

Packing Instructions :

One set of course book consists of one book from each volume (4 Books). Each set shall be packed separately in a polythene cover of thickness not less than 80 micron and sealed firmly. Followed by placing of address card shared by the execution agency and the same shall be shrink wrapped. Finally, each set should be strapped firmly using a plastic strap both vertically and horizontally at two locations each side.

Delivery Period : 45 days from date of the letter of award of the Contract.

21.3 The Work include paper, printing, binding, packing and delivery of course books as per agreed specifications including all transportation, handling and unloading at National Productivity Council, Dr. Ambedkar Institute of Productivity (AIP) located at 6 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050.

21.4 Executing agency (NPC) would provide a Compact Disk (CD)/e-mail containing the course material in PDF Format and one set of colour printouts of all the 4 volumes to the successful bidder.

## **22 QUALIFYING REQUIREMENTS**

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

## **23 PRICES**

23.1 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.

- 23.2 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 books.
- 23.3 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 1365 pages in all 4 volumes & 2000 copies for each volume (27.30 lakh pages approx.). 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 27.30 lakh pages in 4 colour	Actual number
-----	X text pages printed **
27.30 lakh pages	

(\*\* excluding cover page and back page)

## **24 BASIS OF EVALUATION AND COMPARISON**

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

## **25 TIME SCHEDULE**

- 25.1 The work should be completed within 45 days from the date of the letter of award of contract.

## **26 INSPECTION AND TESTING**

- 26.1 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.
- 26.2 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.

## **27 TERMS OF PAYMENT**

- 27.1 The payment to the contractor will be made by the Executing Agency after the Completion of the work i.e. delivery of 2000 Sets (4 volumes per set) of Course Books. The agreed amount shall be paid on successful completion of the work and issuance of completion certificate by the Executive Agency against contractors invoice.

## **28 LIQUIDATED DAMAGE FOR DELAY IN COMPLETION**

- 28.1 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.

## **29 MANNER OF EXECUTION**

- 29.1 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.
- 29.2 The contract agreement (as per bid form) will be signed in two originals – One original will be kept with the execution agency and the other will be given to the contractor.

## **30 RESOLUTION OF DISPUTES**

- 30.1 The Executing Agency 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.
- 30.2 The disputes or differences arising shall be referred to the sole arbitration of a Gazette Officer. The execution agency 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.
- 30.3 Arbitration proceedings shall be held at Delhi in English language only.
- 30.4 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.

## **31 JURISDICTION OF CONTRACT**

- 31.1 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.

## **32 COMPLETION OF CONTRACT**

- 32.1 The Executing Agency will issue a certificate of completion on successful completion of the work to the contractor as specified in the contract.

### **33 FORFEITURE OF EMD**

- 33.1 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**

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BID REFERENCE: NPC/BEE/CB/01/2023

**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,

The Head (AIP),

National Productivity Council

Dr. Ambedkar Institute of Productivity

6, Aavin Dairy Road,

Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050

Mobile : 9677245234, e-mail : nceexam@npcindia.gov.in

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

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 GST or any other 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 commercials 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 6.

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 .....

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,

The Head (AIP),  
National Productivity Council  
Dr. Ambedkar Institute of Productivity  
6, Aavin Dairy Road  
Ambattur Industrial Estate (North)  
Ambattur, Chennai – 600 050

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 GST 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  
 GST Rs. .... estimated @ .....%
- 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 &amp; Address :

To,  
 The Head (AIP),  
 National Productivity Council  
 Dr. Ambedkar Institute of Productivity  
 6, Aavin Dairy Road  
 Ambattur Industrial Estate (North)  
 Ambattur, Chennai – 600 050

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 successfully executed / completed by the bidder: One single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company

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 along with proof of documents.

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,  
 The Head (AIP),  
 National Productivity Council  
 Dr. Ambedkar Institute of Productivity  
 6, Aavin Dairy Road  
 Ambattur Industrial Estate (North)  
 Ambattur, Chennai – 600 050

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) (300 GSM) [2000 copies of each volume & 4 volumes]	No. of cover pages (front & back)	1 cover page (front & back) x 4 volumes x 2000 copies per volume	
2.	Printing in 4 colour of Text Page including photographs / graphics (100 GSM-MAT) [1365 nos. of pages (approx.) in all 4 volumes & 2000 copies for each volume]	No. of text pages	(1365 pages) for 4 volumes x 2000 copies per volume	

**(Contd....)**

(Signature) .....

**SCHEDULE - 3**

Page : 2 of 3

Sl. No.	Description of Items	Unit	Quantity	Total Price (A) (excluding taxes & duties) (Rs.)
3.	Binding of Course Books of all 4 volumes	No. of copies	4 x 2000 = 8000 copies	
4.	One set of course book consists of one book from each volume (4 Books). Each set shall be packed separately in a polythene cover of thickness not less than 80 micron and sealed firmly. Followed by placing of address card shared by the execution agency and the same shall be shrink wrapped. Finally, each set should be strapped firmly using a plastic strap both vertically and horizontally at two locations each side.	No. of sets	2000 sets of four books	
<b>Grand Total for (A)</b>				

- B)** Applicable Taxes and Duties and other levies, payable additionally, in respect of the transaction between the Execution agency & the Contractor for the entire scope of work.  
 GST Rs. .... estimated @ .....%.....

(Signature) .....

**(Continued)**

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)

Note 1: The Total Price quoted by the bidder at Sl.No. A2 above is for Printing of text in four colour of 1365 pages in all 4 volumes & 8000 copies for each volume (27.30 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:

$$\frac{\text{Bidder quoted Total price (excluding taxes \& duties)} \\ \text{For 27.30 lakh pages in 4 colour}}{27.30 \text{ lakh pages}} \times \text{** Actual number of text pages printed}$$

(\*\* excluding Front and Back Pages)

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Date :

(Signature) .....

Place :

.....

(Name of Authorised Official)

(Designation) .....

(Company Seal) .....

**DEVIATION SCHEDULE**

Bidders Name & Address :

To,  
The Head (AIP),  
National Productivity Council  
Dr. Ambedkar Institute of Productivity  
6, Aavin Dairy Road  
Ambattur Industrial Estate (North)  
Ambattur, Chennai – 600 050

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 twenty ..... between National Productivity Council (NPC) having its office at Dr. Ambedkar Institute of Productivity, National Productivity Council, 6 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050 (herein after referred to as “Execution Agency” or “NPC”, which expression shall include its administrators, successors and assign) on one part and ..... (Name of the Contracting Agency) (herein after referred to as the “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS NPC invited Bids for Printing, Binding, Packaging and Supply of course books, as per its Bid Specification No, NPC/BEE/CB/01/2023.

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 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050 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 300 GSM
Cover Paper	: Laminated
Text Paper	: Imported Art Paper (MAT) 100 GSM
Size	: 275 x 210 mm

Nos. of pages : 1365 nos. (approx.) of pages in 4 volumes  
No. of copies per volume : 2000 copies (total 8000 copies for 4 volumes)  
Colour : 4 Colour  
Binding : Section Sewing and Perfect  
Packing Instructions :

One set of course book consists of one book from each volume (4 Books). Each set shall be packed separately in a polythene cover of thickness not less than 80 micron and sealed firmly. Followed by placing of address card shared by the execution agency and the same shall be shrink wrapped. Finally, each set should be strapped firmly using a plastic strap both vertically and horizontally at two locations each side.

Delivery Period : 45 days from date of Letter of Award of contract.

The work should include paper, printing, binding, packing of 4 volumes and delivery at National Productivity Council, Dr. Ambedkar Institute of Productivity (AIP), located at 6 Aavin Dairy Road, Ambattur Industrial Estate (North), Ambattur, Chennai – 600 050.

### **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 “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 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 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 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.

**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). Delhi 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)

(Contractors Signature)

.....  
(Name of Authorised Representative)

.....  
(Name of Authorised Representative)

(Designation)  
(Company's Seal)

(Designation)  
(Company's Seal)

**WITNESS:**

- 1.....
- 3. ....

- 2. ....
- 4. ....

**CHECKLIST**

Bidders Name & Address :

To,  
 The Head (AIP),  
 National Productivity Council  
 Dr. Ambedkar Institute of Productivity  
 6, Aavin Dairy Road  
 Ambattur Industrial Estate (North),  
 Ambattur, Chennai – 600 050

Sl. No.	Item Description	Declaration (Strike out whichever is not applicable)
1	Earnest Money Deposit	Yes / No
2	Proposal (Proposal)	Yes / No
3	Qualifying Requirement Data (Schedule-2)	Yes / No
4	Deviation Schedule (Schedule-4)	Yes / No
5	Summary Price Proposal (Schedule-1)	Yes / No
6	Bid Proposal Sheet (BPS) (Schedule-3)	Yes / No

Date:  
 Place :

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