

Government of India भारत सरकार
Ministry of Home Affairs गृह मंत्रालय
**BUREAU OF POLICE RESEARCH &
DEVELOPMENT**
पुलिस अनुसंधान एवं विकास ब्यूरो

Block No. 11, 3rd Floor
ब्लाक-11, 3/4 तल, सीजीओ परिसर,
CGO Complex, Lodhi Road
New Delhi-110 003
नई दिल्ली-110003

फोन-EPABX: 011-2436 5009/ 010/2330/ 0371

No. 64/08/2008-Trg.III/BPR&D

फैक्स Fax No. 011-2436-2425 and 011-2436 9825

दिनांक: Dated: 25th June 2009

To

(As per list) 41 letters

Subject: Printing of book on '**Compilation of Case Studies**'

Sir,

This Bureau will bring out a book on '**Compilation of Case Studies**' in English. It is requested that quotations in two separate bids -**technical bid** and **price bid** for the printing of the book may please be sent to this Bureau. Both the bids should be sealed in separate envelops and super scribed as, "**Technical Bid**" and "**Price Bid**". The specifications of the booklet are as under:

(a) Specifications of the Publication

Size:	8.5" X 11".
No. of copies:	1000
No. of Pages:	70 in A-4 size (single)
Process:	Image setter.
Printing:	Offset.
Cover designed:	Is to be approved before printing

(b) Paper quality

Cover:	Art Card of 250 GSM (glossy)
Text:	Super printing paper of 80 GSM
Colour:	Single colour
Binding:	Section stitch (perfect binding)

2. The tender in sealed covers super scribed '**Tender for Printing of 'Compilation of Case Studies'**' and addressed to the undersigned should reach this office **not later than 3.00 p.m. on 30th July, 2009.**

3. All the tenders which are duly received will be **opened at 3.30 p.m. on the same day**. Bidders or their authorized representatives, who are desirous of being present at the time of opening the tenders, are welcome.

4. Terms and Conditions are as under:

- a) **This rate contract will be valid upto 30th July 2010.**
- b) Time is the essence of the contract and must be adhered to. The normal time given for the execution of the job is 10 days from the date of supply of MSS.
- c) Job must be of high standard. Sub-standard production will not be accepted. No deviation from the specifications i.e. type of paper, accuracy and delivery schedule is permissible and no payment will be made in such eventualities.
- d) The printer will have to **deliver** the printed copies **at our office premises** and delivery schedule must be strictly adhered to.
- e) Positive copy of the text material should be delivered to this office along with the CD in open & PDF file.
- f) **Two Bid System:** The printer should send bids in **two sealed covers**:
 - (i) **Technical Bid:** Technical details, sample of paper and printing, Draft of Earnest money should be in **one sealed cover**.
 - (ii) **Price Bid:** Price schedule and commercial terms and conditions should be submitted in a separate envelope.

Note: Price bids of only those bidders will be opened whose samples of papers, technical details and Earnest money are found acceptable.

5. The tender is liable to be rejected if the complete information as sought for in the tender inquiry is not provided. This Bureau is not bound to accept the **lowest quotation** or any quotation and reserves the right to reject any or all tenders without assigning any reason. The submission of tender by bidder shall signify the bidder's acceptance of the terms & conditions referred to in above paragraphs.

6. **Earnest Money Deposit:** Earnest money deposit of Rs. 5,000/- (Rupees five thousand only) should be made in the form of the bank draft on State Bank of India/Nationalized Banks drawn in favour of the Assistant Director (Admn), BPR&D, New Delhi as Earnest Money for tender made in response to this call & shall to be valid for 6 months from the validity of the bids.. **The Bank Draft should accompany the technical bid.** Without this accompaniment, the tender shall be liable to summary rejection. This deposit will be released without

interest to the unsuccessful bidders after the work has been awarded to the successful bidders and the arrangement in this regard finalised.

7. Security Deposit

i) On the acceptance of the tender, the D.G. BPR&D may at his option require the selected printer to furnish a security deposit which shall be made within a specified period. Such security deposit shall not ordinarily exceed 5% but which if the D.G. BPR&D so decides may be upto 10% of the total consideration payable under the contract / proposed contract. The security shall be in the form of Demand Draft on State Bank of India/Nationalised Banks drawn in favour of the **Assistant Director (Admn), BPR&D.**

ii) If the printer having been called upon to furnish security fails to do so within the specified period, it shall be lawful for this Bureau to cancel the contract or any part thereof and get the printing done from elsewhere at the risk and cost of the printer and in that event the provisions of clause 10 shall apply as far as applicable.

iii) No claim shall lie against this Bureau either in respect of interest or any depreciation in value of any security. In case of bank deposit receipts this Bureau shall not be responsible for any loss that may result on account of failure of such bank.

iv) If the printer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for this Bureau to forfeit either in whole or in part the security deposit furnished by the printer.

8. Laws Governing the Contract

- i) The contract will be governed by the laws of India for the time being in force.
- ii) Irrespective of the date of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- iii) **Jurisdiction of Courts:** The courts of the place from where the acceptance of tender has been issued shall alone have the jurisdiction to decide any dispute arising out of or in respect of the contract.

9. Standard fall clause of DGS&D is applicable.

10. **Payment Terms:** The payment will be released only after the completion of the job assigned within the stipulated time and satisfactory acceptance by this office. In case job is not completed within the stipulated time limit

or is not of the desired quality, this Bureau can cancel the contract, at the risk and cost of printer. The rates will be valid for one year from the date of acceptance.

11. Penalty

(1) **In the event of the printer failing to:**

i) Observe or perform any of the conditions of the work as set out herein.

Or

ii) Execute the work in a good and satisfactory workmanship and time fixed by this Bureau.

It shall be lawful for this Bureau to reject the work and to make such arrangements as it may deem fit for the reproduction of the work at the risk and cost of the printer. Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, this Bureau may charge the amount of such cost to the printer and the same at any time be deducted from any sum due to the printer under this or any other contract or from the security deposit or may be demanded of him to be paid within 7 days to this Bureau.

(2) In the event of a work being wholly rejected, this Bureau may at its own discretion:

Permit the printer to redo the same within the stipulated time at the printer's own cost;

Or

Arrange to get the work done elsewhere and by any other person or from any other source than the printer in which case the amount of extra cost if any shall be recovered from the printer.

(3) The powers of the D.G. BPR&D under this condition shall in no way affect or prejudice the power in certain events to terminate the contract vested in him as herein provided, or to forfeit the security deposit.

(4) In the event of any discovery of error or defect due to the fault of the printer at any time within 6 months after the delivery of copies ordered, the printer shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by this Bureau. In the event of the delivery of any defective work, which owing to urgency or for any other reason, cannot be wholly rejected, this Bureau shall have the power to deduct from any payment due to the printer such sum as is deemed fit not exceeding 10% of value of the particular portion or portions adjudged to be defective.

On the expiry of the contract, such portion of the said security as may be considered sufficient to cover any incorrect or excess payments made on the

bills of the printer shall be retained by this Bureau until the final audit report of the account of the printer's bill has been received and examined.

12. **Delivery**

- i) The time for and the date of delivery of the printed copies stipulated in the contract shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) as specified in the contract.
- ii) The printer shall deliver the printed copies in accordance with the conditions of contract at the time and at place and in the manner specified in the schedule.

13. **Failure and Termination**

If the printer fails to deliver the printed copies of the journal within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, this Bureau may without prejudice to its right to recover damages for the breach of contract:

- i) Recover from the printer as agreed liquidated damages including administrative expenses and not by way of penalty a sum equivalent to 2% of composing, plate- making and block-making charges/printing and binding charges from the amount of the bill for every week's delay or part thereof, provided that the total damages so claimed shall not exceed 10% of the total contract price.
- ii) Contract or authorise contracting elsewhere without a show cause notice to the printer on the account and at the risk of the printer without cancelling the contract in respect of the instalment not yet due.
- iii) Cancel the contract or a portion thereof without a show cause notice to the printer and if so desired, contract or authorise contracting for the printing not so delivered at the risk and cost of the printer.
- iv) Where action is taken under sub clause (ii) or (iii) above under the provisions of this contract, it shall be discretion of this Bureau to collect or -not to collect the security deposit from the firm on whom the contract is placed at the risk and expense of the defaulted printer.

14. **Major Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "events' provided notice of the happening of any such event is given by either

party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the D.G. BPR&D as to whether the deliveries have been so resumed or not shall be final and conclusive; provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the printer at a price to be fixed by the D.G. BPR&D, which shall be final, all unused, undamaged and acceptable materials, brought out components and stores in course of manufacture in the possession of the printer at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, brought out components and stores as the printer may with the concurrence of this Bureau elect to retain.

15. In the event of the printer having adjudged insolvent or having received order or other order under the Insolvency Act made against him or in the case of a company of the passing of any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the printer failing to comply with any of the conditions herein specified, this Bureau shall have the power to terminate contract without previous notice.

16. All sum of money due and payable to the printer (including security deposit refundable to him) under this contract may be appropriated by the Government or any other person or persons contracting through the Director of Printing and set-off against any claim of the Government or such other person or persons for the payment of a sum of money arising out or under any other contract made by the contractor with the Government or such other person or persons.

17. All disputes, differences and questions arising out or in any way touching or concerning those presents or the subject matter thereof or respective rights, duties or liabilities of the part is under or in respect of this agreement (except those the decision whereof is otherwise here-in-before provided for) shall be referred to the sole arbitration of the Director of Printing, Nirman Bhawan, New Delhi or in case his designation is changed or his office is abolished to the sole arbitration of the office who for the time being is entrusted, whether or not in addition to other functions with the functions of Director of Printing, New Delhi by whatever designation such officer may be called (hereinafter referred to as "the said officer") and if the Director of Printing, New Delhi or the said officer is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director of Printing, New Delhi or the said officer willing to act as such arbitrator. In the event of such arbitrator to whom the matter is

originally referred, being transferred or vacating his office or unable to act for any reason, such Director of Printing, New Delhi or administrative head as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor. It is also a term of this agreement that no person other than a person nominated by the Director of Printing, New Delhi or the administrative head of the Department as aforesaid, should act as arbitrator. It will be not objectionable to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matters to which this contract relates and in the course of his duties as such Government servant he has expressed view on all or any of the matters in dispute, difference or question. The award of the arbitrator so appointed shall be final and binding on the parties. The provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to such arbitration.

18. Upon every and any such reference the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

19. Work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by this Bureau shall be withheld on account of such proceedings.

20. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the "Sole Arbitrator" at his entire discretion may determine.

(Dr. Dhani Ram)
Section Officer (Training)
Phone: 24365007

