



SCHEDULE - B

**GOVERNMENT OF KARNATAKA
(DEPARTMENT OF PUBLIC INSTRUCTION)**

**KARNATAKA TEXT BOOK SOCIETY®
(Works Tender)
Printing & supply of School Text Books
Tender Document
(2-Bid System)**

2017-18

**Tender through e-procurement
for Printing and Supply of Textbooks in
Kannada, English, Hindi, Urdu, Tamil, Telugu, Marathi,
Sanskrit, Konkani ,Tulu , Arabic & Persian languages for
1,3,5,7 & 10th Standards in schools
located within the State of Karnataka**

[Tender fee Rs 15,000/ for the firms]

**Managing Director ,
Karnataka Text Book Society(R) ,
No. 4, DSERT Building, 100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage, Bengaluru-560 085
Phone: 080 – 26422238, 26422245,
Fax: 26421299**

**e-mail: ddpiktbs@gmail.com
website: www.schooleducation.kar.nic.in
e-procurement portal : <https://eproc.karnataka.gov.in>
help line : 080-25501216 / 080-25501227**



**GOVERNMENT OF KARNATAKA
(DEPARTMENT OF PUBLIC INSTRUCTION)
KARNATAKA TEXT BOOK SOCIETY ®**

Phone: 080 – 26422238, 26422245,

Fax: 26421299

e-mail id : ddpiktbs@gmail.com

No: A7/ KTBS/2017-18 TBP-Tender-01/14/2016-17

No. 4, DSERT Building, 100 Feet Ring Road,

Hosakerehalli, Banashankari 3rd Stage,

Bengaluru – 560085

Dated: 03/10/2016

COMBINED TENDER NOTIFICATION

(e- procurement)

Tenders are invited under Two Bid System on Government of Karnataka e-procurement platform from eligible printers having Infrastructure as stipulated in the Tender Document within the States of Karnataka, Maharashtra, Andhra Pradesh, Telangana, Tamil Nadu, Pondicherry, Kerala & Goa to print and supply about **188** lakhs of textbooks for classes 1,3,5,7 & 10 in the Karnataka State for the year 2017-18.

e-procurement portal address : <https://eproc.karnataka.gov.in>
Portal Help line : **080-25501216 / 080-25501227**

There are in all **163** titles to be printed of textbooks, which have been classified into Schedule- A & Schedule-B two Schedules containing **34 – packages** for bidding as mentioned here under.

Tender Notification No.	Date of the Notification	Particulars	EMD prescribed in lakhs of Rs.
No:A7/ KTBS/2017-18 TBP-Tender-01/14/2016-17 Schedule-A	03-10-2016	Schedule-A : Packages from 1 to 28 containing 4 Colour Text Books and single colour Text books in size 1/4 th Crown i.e 18.3*24.5.(Total 28 Packages).	AS MENTIONED IN APPENDIX-P
No: A7/ KTBS/2017-18 TBP-Tender-01/14/2016-17 Schedule-B	03-10-2016	Schedule-B : Packages from 29 to 34 containing single colour Text books in size 1/4 th Crown. (Total 06 Packages).	AS MENTIONED IN APPENDIX-P

Each schedule is treated as a separate tender and detailed tender document are available separately in the e-portal and are also published **separately** for each schedule for reference in the department website www.schooleducation.kar.nic.in.

The last date for submission of Tender is **01/12/2016 before 17.30 hrs.** The pre-qualification bids (Technical bid) will be opened online on **05/12/2016** at 11.00 hrs. online through e-procurement portal. No separate intimation in this regard will be given individually.

The financial bids of only those bidders who satisfy pre-qualification criteria upon evaluation will be opened on specified date mentioned in tender document.

**Sd/-
Managing Director,
Karnataka Text Book Society.**



GOVERNMENT OF KARNATAKA

**OFFICE OF THE MANAGING DIRECTOR,
THE KARNATAKA TEXT BOOK SOCIETY,®
NO.4. 100 FT. RING ROAD, HOSKEREHALLI,
BSK III STAGE, BENGALURU-85
Phone Nos. 080-26422238, 080-26422245 FAX: 26421299**

**TENDER DOCUMENT FOR
PRINTING AND SUPPLY OF PRIMARY AND SECONDARY SCHOOL TEXTBOOKS
TO BLOCK EDUCATIONAL OFFICERS (BEO'S)
SCHEDULE –B PACKAGES FROM 29 TO 34
(Two Bid system)**

SI No	Particulars	Particulars
1	Bid Reference	Notification No: A7/ KTBS/2017-18 TBP Tender-01/14/2016-17 Schedule-A. dated : 03/10/2016
2	Online Availability of Bid Document	03/10/2016, 11.00hrs
3	Bidding document available on the site till	01/12/2016, 17.30 hrs
4	Last Date for submission of Bids	01/12/2016, 17.30 hrs
5	Pre bid meeting	04/11/2016 , 11.00 hrs
6	Time and Date of opening : Technical Bid Financial Bid	05/12/2016 , 11.00 hrs 14/12/2016 , 11.00 hrs
7	Opening of Bids	Online through e-procurement portal
8	Address for Communication	The Managing Director, Karnataka Textbook Society® No.4, DSERT Building, 100 Ft Ring Road, BSK III Stage, Bengaluru - 560 085 Karnataka State, India.

All bids must be accompanied by bid security(EMD) as specified in Clause 2.8 & Appendix P and Tender Document Fee amount as specified under clause 1.2.1 of Section 1. Bids will be opened online through e-procurement portal. No separate intimation in this regard will be given individually.

In the event of the date specified for bid submission and opening being declared as a holiday for Karnataka Textbook Society, opening of bids will be on the following working day at the scheduled time.

Sd/-
Managing Director
Karnataka Text Book Society®
Bengaluru

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Sd/-
Managing Director
Karnataka Text Book Society®

PRINTING AND SUPPLY OF SCHOOL TEXTBOOKS

A BRIEF DESCRIPTION

1. INTRODUCTION

- 1.1 The Karnataka Textbook Society® herein after referred to as `the Society` is registered under the Societies Act 1960, functioning under the Education Department, Government of Karnataka. The Society is wholly financed by the Government of Karnataka.
- 1.2 The objective of the Society is to provide quality Textbooks to Primary and Secondary School students of the schools across the state of Karnataka in accordance with the rules.
- 1.3 Free textbooks are provided to 1st to 10th Standard students of all government schools and 9th& 10th class students of all Aided Schools as per the Government policy and to 1st to 8th Standard students of all aided schools as sponsored under the project of Sarva Shikshana Abhiyana (SSA) , Karnataka .
- 1.4 Sale Textbooks are provided to all students of unaided schools in Karnataka.
- 1.5 This is a tender for printing and supply of Textbooks under free & sale category for the academic year 2017-18.

2. SCOPE OF WORK

- 2.1 About 101.14 lakh children are studying in 60,913 primary schools and 15,140 high schools in Karnataka. For the year 2017-18, out of a total of about 511 lakh Textbooks, about an average of 375 lakh textbooks have to be printed under free category & 136 lakh textbooks under Sale category under this Tender. Free & Sale category books are to be supplied to the office of all 204 Block Educational Officers (BEO) of Karnataka, who in turn have to distribute well in time to the schools in their jurisdiction before the commencement of the academic year.
- 2.2 The successful bidder is responsible to enter into an agreement with KTBS. He should procure the paper and shall provide the information about the same to the KTBS and the certifying agency appointed by the Society viz`**the Director of Printing, Stationery & Publications, Government of Karnataka, Bengaluru** and then print and supply Free & Sale Categories of textbooks to BEO's after ensuring the quality.
- 2.3 The successful bidder is also responsible and accountable for all the printing and supply process throughout the contract period. He has to chalk out the programme of work/ route map/ time schedule from the date of commencement of work and up to the completion of the work and intimate the same to the purchaser along with the contract agreement.

SECTION 1

INSTRUCTION TO BIDDERS

1.1. INTRODUCTION AND BACKGROUND

- 1.1.1 Government is distributing free textbooks to all the government school students and aided school students of standards 1 to 10 and sale Books to un-aided schools across the state of Karnataka .
- 1.1.2 In pursuance of this objective, the Karnataka Textbook Society® of Government of Karnataka invites open tenders from interested parties for the printing and supply of free & sale textbooks to all 204 BEO's. Interested parties ("Bidders") are invited to submit detailed Bids.
- 1.1.3 The Bids would be evaluated on the basis of the evaluation criteria set out in this document in order to identify the successful Bidder. In order to do so, the Purchaser himself or his authorized representative may inspect the premises of the bidder.
- 1.1.4 The Successful Bidder would then have to enter into an Agreement with The Managing Director, KTBS, and perform the obligations as stipulated there, in respect of the Project. The Draft Agreement forms part of this document.
- 1.1.5 The Successful Bidder would be required to print and supply Free & Sale category textbooks to 204 BEO's of Karnataka in accordance with the terms and conditions laid down for further distribution by them.
- 1.1.6 The period of the contract shall be upto the end of academic year 2017-18 from the date of its execution.
- 1.1.7 Upon satisfactory completion of the printing and supply of school text books, payments will be made in accordance with the terms and conditions set out in this Document.

1.2. BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1 The Society intends to follow a single stage, two Bid process for selection of the successful Bidder for the Project.

Documents Constituting the Tender (Two Bid)

The tender (two Bid) prepared by the Tenderer shall comprise the following components i.e. Technical Bid and Financial Bid. Both shall have to be submitted online in the formats available in the e-portal.

Technical Bid

1. Earnest money deposit (EMD) and Tender Document fee as prescribed. Tender Document fee is required to be furnished in the form of Demand draft(DD). A scanned copy of the DD shall be uploaded and the DD will be collected by KTBS during office hours on the working days prior to opening of Technical Bids. Non submission of Tender Document fee in the form of DD before the time of opening of Technical bids may lead to rejection of the bid.

Scanned images of the following Documents

1. Relating to establishing the qualification of the Bidder in terms of Documents/undertakings/declarations as per Appendix A to I, L,& N.
2. Registration Certificate of VAT/CST
3. Registration Certificate under Factories Act.

4. PAN card.
5. Latest VAT returns filed for the month of June 2016 or quarter ending June-2016.
6. Annual VAT returns filed for the preceding three years i.e. for the years 2013-14, 2014-15 and 2015-16.
7. Acknowledgement of IT returns filed for the preceding three years i.e. for the Assessment years 2013-14, 2014-15 and 2015-16.
8. Declaration of work completion as per Appendix-K
9. Copy of the documents as required under clause 2.1.7
10. Details and correct address of the places of production.
11. Official e-mail address of the firm, name of the person who has been designated to coordinate with the KTBS and his/her mobile number.
12. Bank Solvency from Nationalized Bank as per Appendix-N

Financial Bid:-

The Tender Form and the Price Schedule which **form** the Financial Bid shall be submitted online in the provided manner . A Scanned copy as per **Appendix-J** is to be uploaded as an additional document.

1.2.2 Evaluation Process:-

Technical Evaluation

The evaluation of the Proposals would be carried out as follows

a) ***“Test-of- responsiveness”***. This stage involves an evaluation based on Qualification Submissions. Proposals found to be substantially responsive would be selected for qualification evaluation.

b) ***“Qualification”***. In this Stage the information of the Bidders relating to their experience, financial and infrastructural capability would be evaluated. Bidders meeting the experience, financial & infrastructure capability criteria as set out in this Document shall be short-listed as ***“Qualified Bidders”***.

Financial Evaluation: This stage is called ***“Eligibility”***. In this stage the Price Bid of the ***“Qualified Bidders”*** would be evaluated based on the evaluation criteria **set out in Section 4.** for the Price Bid. The successful price bidder shall be declared as the ***“Eligible Bidder.”***

1.3 AVAILABILITY OF TENDER DOCUMENT

In the e-procurement portal <https://eproc.karnataka.gov.in>

- 1.3.1 All subsequent notifications, changes and amendments on the project or tender document would be posted only on the e-procurement portal viz <https://eproc.karnataka.gov.in>

1.4 PROPOSAL DUE DATE

The proposal should be uploaded on or before **01-12-2016**, before **17.30hrs**.

SECTION 2

INFORMATION TO BIDDERS

A. GENERAL INFORMATION

2.1 BIDDERS

- 2.1.1 The Legal entity eligible for participating in the qualification process shall be `the Printer` belonging to any of the States of Karnataka, Maharashtra, Andhra-Pradesh, Telangana, Tamil Nadu, Pondicherry, Kerala and Goa.
- 2.1.2 **The Printer** means an entity with the prescribed eligibility who is engaged in the business of printing and supplying of books and who has a Minimum of 3 years experience in printing and supply of books.
- 2.1.3 The legal entity should possess Technical facilities of the National/International standards. The legal entity should also have experience in printing and supply of books for a State Government/ Educational Institutions / Reputed Private Institutions located in any State of India.
- 2.1.4 The Legal Entity should have been registered as printer either under Factories Act and shall have registrations under Sales Tax Act or Value Added tax Act or under Local Tax Act in their respective States in India.
- 2.1.5 The main business of the Legal Entity in the immediately preceding 3 years should be as a printer in any of the states of Karnataka , Maharashtra , Andhra-Pradesh , Telangana, Tamil-Nadu , Pondicherry , Kerala and Goa.
- 2.1.6 Bidder in its name should have in the last 5 years achieved in atleast 2 financial years a minimum financial turnover as specified in appendix-P
- 2.1.7 The following documents / information shall be submitted by the Bidders along with the Qualification Submissions:
- A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation, Memorandum & Articles of Association.
 - An individual or a HUF shall submit copy of VAT / ST / Local Sales Tax / Local VAT Certificate.
- 2.1.8 Any Entity which has been barred by the Education Department, Government of Karnataka (GoK), any other State Government(SG) or Government of India (GoI), or any of the agencies of GoK/SG/GoI would not be eligible to submit a Proposal. The Bidder shall execute an undertaking to this effect as per the format enclosed in Appendix D.
- 2.1.9 Any Entity which has been declared as blacklisted by the KTBS would not be eligible to submit a proposal.

2.2 NO CONSORTIUM

Bidder should be an individual entity and should submit their bids individually. More specifically, consortium of bidders is barred from participation in the tender.

2.3 NUMBER OF PROPOSALS & PACKAGE DETAILS

- 2.3.1 Each Bidder shall submit only one Proposal in response to this Tender document. Any Bidder, who submits or participates in more than one Proposal, shall be disqualified and shall also cause disqualification of all the proposals in which such Bidder has participated.
- 2.3.2 A Bidder will be allotted for a maximum of 1 package as per his capacity in the order of his preference. List of work packages along with titles is as shown in Volume 3. A bidder shall and shall bid for the packages as per his production capacity.

2.3.3 Packages are allotted as per the terms at the sole discretion of the purchaser. As referred in clause 2.3.2, maximum number of packages to be allotted in this tender is 1 only and it shall be decided on the assessed capacity by the purchaser. If the bidder bids for the packages more than his capacity and in case the same bidder being L1 in any or all of the packages, then if the bidder subsequently shall back out of the packages whether on his own or as per the assessed capacity the Purchaser shall unilaterally decide the packages to be allotted irrespective of the preference shown and it shall be binding on the bidder .

In such circumstances the other packages may be offered to L2 bidders or to any capable printer with negotiations to take up the work at L1 rate.If he is not agree to take up the work at L1 rates,it is left to the description of the tender accepting authority to take such decision as may be deemed fit .

2.3.4. A bidder is entitled to bid for all the packages but as per his capacity he shall not be awarded more than 1 packages in the order of his preference.

2.3.5. Number of textbooks to be printed under the Work Packages as shown in Volume 3 is provisional and indicative and actual numbers of Textbooks to be printed and supplied will be as provided in the Purchase Order and the Distribution List. The number of pages in a book are all indicative.

2.3.6. Number of books to be printed may go up by 25% or get reduced by 25% as per the actual requirement and they shall be as in the Purchase order and the Distribution List.In exceptional circumstances the numbers may go up or get reduced further.

2.3.7. Details of number of textbooks (Supply List) to be supplied to each destination shall be provided along with the Purchase order.

2.4 PROJECT INSPECTIONS AND VISIT TO THE SITES

2.4.1 It is desirable that each Bidder submits his Proposal after visiting some of the 204 Block Educational Offices and ascertaining for himself the location, surroundings, or any other matter considered relevant. Schedule of place of delivery is shown under **Volume 2** of this document.

2.4.2 It would be deemed that by submitting the Proposal for Tender document, the Bidder

- a) made a complete and careful examination of the Tender Document,
- b) received all relevant required information from **KTBS** and
- c) made a complete and careful examination of the various aspects and locations of the Project.

2.5 RIGHT TO ACCEPT OR REJECT ANY OF THE PROPOSALS

2.5.1 **The Managing Director, Karnataka Textbook Society, Bengaluru** reserves all the rights to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action. Any Bid with incomplete information is liable for rejection. For each category of pre-qualification criteria, the documentary evidence is to be produced duly attested by the bidder, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.

2.5.2 **If any information given by the bidder is found to be false / fictitious, the bidder will be debarred and will be recommended for blacklisting and in such a situation the purchaser i.e.KTBS, may,**

- a) invite the next best Bidder to match the Proposal submitted by the best Bidder;

- OR,
- b) take any such measure as may be deemed fit in its sole discretion including annulment of the bidding process.

B. DOCUMENTS

2.5.3 CONTENTS OF TENDER DOCUMENT

2.5.4 The Tender Document comprises the contents as listed below, and would additionally include any Amendment / Addenda issued in accordance with Clause 2.6.

A	Section 1	Instructions to Bidders
B	Section 2	Information to Bidders
C	Section 3	Evaluation for Qualification
D	Section 4	Evaluation of Price Proposal
E	Section 5	Bidding Schedule
F	Section 6	General conditions of Contract
G	Section 7	Special Conditions of Contract
H	Volume 1	Draft Agreement
I	Volume 2	Schedule of Place of Delivery
J	Volume 3	List of Packages
K	Appendix	A to P

2.6 CLARIFICATIONS/AMENDMENTS / ADDENDA OF TENDER DOCUMENT

- 2.6.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by fax or by e-mail at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond to any request for clarification of the tender documents which it receives in both e-portal & Pre bid meeting which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.
- 2.6.2 At any time prior to the Proposal Due Date, the purchaser may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda.
- 2.6.3 Any Addendum thus issued will be hosted on the e-procurement website and department website www.schooleducation.kar.nic.in.
- 2.6.4 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, KTBS may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.7 LANGUAGE

The Bid and all related correspondence and documents should be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.8 BID SECURITY (EMD)

- 2.8.1 Each Proposal should be accompanied by a Bid Security (EMD) as specified in **Appendix P**, The Bid Security shall be kept valid for at least 60 days in addition to the Proposal

Validity Period and would need to be extended, if so required, for any extension in Proposal Validity Period.

2.8.2 EMD (Bid Security) should be paid through **e-payments, credit card, direct debit(internet banking), NEFT(National Electronic Fund Transfer), OTC(Over the counter)**).

2.8.3 The Bid Security shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The Bid Security (EMD) submitted by the Successful Bidder shall be refunded after accepting performance security of 5% of Package Value mentioned in L.O.A & in Clause 2.28.

2.8.4 The Bid Security shall be forfeited in the following cases:

- a) If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.16.1;
- b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or the extended time thereof.
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- e) on refusal to enter into contract after the award of contract

2.9 QUALIFICATION BID SUBMISSION

Qualification Submissions shall consist of two sub-parts: Non-submission of any of the documents may lead to disqualification at the discretion of KTBS .

- i. Qualification Documents
- ii. Other Documents

Qualification Documents–Qualification documents shall consist of the following:

- i. Certificate of Incorporation or equivalent or a declaration about the constitution of the firm.
- ii. Undertaking of being a Printer as per Appendix F
- iii. Statement of Experience as per Appendix G-1
- iv. Statutory Auditor’s Certification of Financial Capability as per Appendix G-2 or A declaration as mentioned in the Clause 3.3.3 of Section 3
- v. Statutory Auditor’s Certificate for Project Experience of Printing and Supply of books for the following years 2013-14,2014-15,2015-16 as per Appendix G-3,
- vi. The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last three (3) completed financial years.
- vii. Appendix I indicating whether he is Web sheet offset printer / Sheet fed offset Printer category and his printing capacity .
- viii. Bid Security(EMD)
- ix. Qualification Proposal to establish infrastructural capability shall be as per the format set out in Appendix H.
- x. Proof of Ownership of Web/Sheetfed offset printing machines and their location within the states of Karnataka, Maharashtra, Andhrapradesh, Telangana, Tamilnadu, Pondicherry, Kerala, Goa.
- xi. Bank Solvency from Nationalized Bank as per Appendix-N
- xii. **Other Documents**

Other documents shall consist of the following:

- i. Letter of Proposal as per Appendix A

- ii. Power of Attorney as per Appendix B, authorizing the signatory of the Proposal to commit on behalf of the Bidder
- iii. Details of Bidder as per Appendix C
- iv. Anti-Collusion Certificate as per Appendix D
- v. Cost of the Tender Document (in the form of Demand Draft)
- vi. An oath for having read the document in full as per **Appendix-L**
- vii. VAT Registration Certificate . VAT Returns / Sales Tax returns Statement as filed before the proper authority
- viii. PAN Certificate and IT returns.
- ix. Copy of the title deed or lease agreement in support of ownership / lease of additional machinery / infrastructure facilities like building & godown
- x. Copy of the address and official e-mail ID, Contact persons names, their status in the organization and their phone numbers.
- xi. Declaration of work completion as per Appendix K

2.10 PRICE PROPOSAL

2.10.1 Price Proposal shall consist of:

- a) Price Proposal as per the format set out in Appendix J and is required to be submitted online in the formats available in the **e-portal**. The scanned copy of the Appendix J shall be uploaded as an additional document.
- b) The bidders can quote their lowest cost per page, for different size and colour of the Text Book, title wise, for the packages. Prices should be inclusive of printing of text pages, cover page printing, U.V. Varnish, binding, packing cost, transportation cost, transit insurance, all taxes, any applicable duties etc. and the cost per page shall be quoted in Indian Rupees to the last **4 decimal places**.
- c) In case, price is quoted for the package for which the bidder is not eligible to quote and the rate turns out be L1 then bidder shall be penalized in accordance with the provisions available in the previous clauses of this document.

2.11 VALIDITY OF PROPOSAL

Tenders shall remain valid for a period not less than ninety days(90 days) after deadline date for tender submission. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension and in compliance.

2.12 EXTENSION OF VALIDITY OF PROPOSAL

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, **KTBS** may request Bidders to extend the Proposal Validity Period for a specified additional period.

2.13 FORMAT AND SIGNING OF PROPOSAL

2.13.1 The Bidder would provide information required as per this Tender Document. **KTBS** reserves the right to evaluate only those Proposals that are received in the required format and is complete in all respects.

2.13.2 The Bidder shall submit the proposal in two Covers online, namely,

- a) Technical Bid, consisting of the details mentioned in **section 2** of this tender document and
- b) Price Bid, consisting of the Bidders lowest quoted rate being the financial proposal for the project in prescribed format (Appendix J).

2.14 METHOD OF SUBMISSION OF PROPOSALS

- 2.14.1 The proposals shall be submitted online in the e-portal in the Provided formats only. Scanned copies of the same shall be uploaded where ever sought
- 2.14.2 The e-portal itself will disqualify the improper and delayed Bids and KTBS shall assume no responsibility for any such eventualities.

2.15 PROPOSAL DUE DATE

- 2.15.1 Proposals should be submitted only on-line and through the notified Government of Karnataka e-procurement platform before 17.30hrs on the Proposal Due Date mentioned in the Bidding Schedule in the manner and form as detailed in this Tender Document. Proposals submitted in any other mode shall not be acceptable.
- 2.15.2 **KTBS** may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 2.6, uniformly for all Bidders.

2.16 MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF PROPOSALS

- 2.16.1 Any modification, Substitution, withdrawal of proposal can be made by the tenderer only through the said e-portal in the form and manner as provided.
- 2.16.2 To assist in the examination, evaluation, and comparison of Proposals, **KTBS** may utilize the services of consultant(s) or advisor(s).

D. EVALUATION OF PROPOSAL

2.17 PROPOSAL OPENING

- 2.17.1 **KTBS** would open online, the Qualification, Submissions as per the schedule for the purpose of evaluation.
- 2.17.2 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with **Clause 2.14** will not be opened. However for technical reason if it opens it will not be considered.
- 2.17.3 **KTBS** would subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 3, 4 and 5 of this Tender Document.

2.18 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. **KTBS** will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. **KTBS** will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.19 TESTS OF RESPONSIVENESS

- 2.19.1 Prior to evaluation of Proposals, **KTBS** will determine whether each Proposal is responsive to the requirements of the Tender Document. A Proposal shall be considered responsive if the Proposal:
 - a) is received/deemed to be received by the Proposal Due Date including any extension there of pursuant to Clause 2.13

- b) is accompanied by the Power of Attorney, the format for which is specified in Appendix B
- c) contains all the information as requested in this document
- d) contains information in formats same as those specified in this document
- e) Proof of Ownership of a Printing Press as per the criteria prescribed and their location within the states of India .
- f) VAT Registration Certificate .
- g) VAT Returns filed before proper authorities .
- h) PAN Certificate . IT returns filed before proper authorities .
- i) Copy of the title deed or lease agreement in support of ownership / hire / lease of infrastructure facilities like building / godown
- j) mentions the validity period as set out in Clause 2.9.
- k) Bank solvency certificate as per Appendix N. For the Solvency amount refer Appendix-P

2.19.2 **KTBS** reserves all the rights to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by **KTBS** in respect of such Proposals.

2.20 CLARIFICATIONS

To facilitate evaluation of Proposals, **Purchaser** may, at its discretion, seek clarifications in writing from any Bidder regarding its Proposal.

2.21 QUALIFICATION SUBMISSIONS

- 2.21.1 The Qualification Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.17 above. All Proposals found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in Section 3.
- 2.21.2 Bidders who meet the qualification criteria shall be short-listed ("**Qualified Bidders**") for further evaluation.
- 2.21.3 The Price Bid of the Bidders who do not meet the Qualification Criteria shall not be opened.
- 2.21.4 The Qualification Submissions of the Qualified Bidders would be evaluated as per the Qualification Evaluation Criteria set out in Section 3. The Purchaser either himself or through his representative may inspect the factory premises of the bidder regarding the availability of the facilities as per qualification documents submitted.

2.22 *Qualified Bidders*

Bidders who are found to be acceptable as "**Qualified Bidders**" would be considered for evaluation in the next stage.

2.23 PROPOSAL EVALUATION: PRICE BID

Price Proposal of only the **Qualified Bidders** would be opened and evaluated as per process set out in Section 4 and 5 to identify an **Eligible Bidder**.

2.24 DECLARATION OF SUCCESSFUL BIDDER

- 2.24.1 **KTBS** may either choose to accept the Proposal of an **Eligible Bidder** or invite him for negotiations.
- 2.24.2 Upon acceptance of the Proposal of the **Eligible Bidder** with or without negotiations, **KTBS** shall declare the **Eligible Bidder** as the **Successful Bidder**.

2.25 NOTIFICATIONS

KTBS will notify the Successful Bidder through e-procurement platform or by facsimile or e-mail and by a Letter of Acceptance (LOA) that his Proposal has been accepted.

2.26 KTBS's RIGHT TO ACCEPT OR REJECT PROPOSAL

2.26.1 **KTBS** reserves all the rights to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Project, without liability or any obligation for such acceptance, rejection or annulment.

2.26.2 **KTBS** reserves all the rights to invite revised Proposals from Bidders with or without amendment of the Tender Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

2.26.3 **KTBS** reserves the right to reject any Proposal at any time if:

- a) a material misrepresentation made at any stage in the bidding process is uncovered; or
- b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then **KTBS** reserves the right to:
 - i. declare the Bidder with second lowest Price Proposal/ Modified Price Proposal as the Eligible Bidder and where warranted, invite such Bidder for negotiations; or,
 - ii. take any such measure as may be deemed fit in the sole discretion of **KTBS**, including annulment of the bidding process.

2.27 SUBMISSION OF LETTER OF ACCEPTANCE AND EXECUTION OF AGREEMENT

2.27.1 Within the 20days of issue of LOA,the successful bidder shall accept the LOA and return the same to **KTBS**, The successful bidder shall furnish a security deposit of 5% of Package value mentioned in the LOA and will sign the agreement and deliver it to the purchaser, within the 20days of the issue of LOA or within such further time as **KTBS** may agree to at its discretion

2.27.2 If the Successful Bidder wants to authorize any person on behalf of him to sign the agreement, he shall, before signing of the Agreement, submit to **KTBS**, a power of attorney to sign the Agreement with **KTBS**.

2.27.3 **KTBS** will promptly notify other Bidders that their Proposal has not been accepted and their Bid Security shall be discharged/returned as promptly as possible, within a period of eight (8) weeks from the date of announcement of the Successful Bidder.

2.28 PERFORMANCE SECURITY

2.28.1 The successful Bidder shall furnish Performance Security in the form of an Irrevocable Bank Guarantee issued by a Nationalized bank or a Public Sector Bank in India or an Accepted Scheduled Bank in favour of "The Managing Director, Karnataka Text Book Society, Bengaluru", for a sum equivalent to 5% of the package value separately for all the packages which may be allotted to the successful bidder within 20 days from issue of Letter of Acceptance(LOA). The performance bank guarantee should be valid till 31st of **March 2018** or covering a period of 120 days after the end of contract obligation whichever is later.

2.28.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.26.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, **KTBS** reserves all the rights to take any such measure as may be deemed fit in the sole discretion of **KTBS**, including annulment of the bidding process.

**SECTION 3
EVALUATION FOR QUALIFICATION**

3.1 EVALUATION PARAMETERS

3.1.1 The Bidder's competence and capability is proposed to be established by the following parameters:

A. EXPERIENCE IN TERMS OF

- i. Printing and Supply of books / Textbooks;
- ii. In accordance with time Schedule; and
- iii. Quality of material delivered.
- iv. Previous performance as assessed by the KTBS or any other authorities.

Sl.No	Experience Criteria
1	Billing of atleast Rs.20,00,000/-(Twenty Lakhs only) from a single project of printing and supply of books/textbooks during any one year of these 3 years i.e., 2013-14, 2014-15,2015-16

The bidder should have 3 years of experience in printing of books. The Bidder shall furnish evidence to support its claim as per Appendix G-1.

B. FINANCIAL CAPABILITY IN TERMS OF

- i. Annual sales turnover.
- ii. Net worth.

The Bidder shall furnish evidence to support its claim as per Appendix G-2

Turnover of the bidder shall be certified by his statutory auditor who should mention his name, address and membership number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the Income tax authority or the Commercial Tax authority

3.1.2 On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section.

3.2 INFRASTRUCTURE CAPABILITY REQUIREMENTS

Sl no	Category and the Description of the machinery prescribed	Quantity
Pre-Printing machinery		
1	Computer to Plate making plant with processor capable of making plates Double Crown, A-1 and such similar sizes or Plate exposing system with processor capable of making plates Double Crown, A-1 and such similar sizes <i>(Note:Since it is single colour books the plates can be made by taking tracing sheet output are also acceptable)</i>	one unit

Printing machinery		
1	Single or multi printing unit web offset machine with a minimum cut off 508 mm, reel width 760 mm or more, with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 10,000 cycles per hour.	one unit
	Or	
	Single Colour sheet fed printing machines with a production speed of about 5000 SPH, with a printing format of atleast 20X30 inches. <i>(Note: if for any reason like bigger format or both sides printing etc., the requirement of number of units will be proportionately less.)</i>	Two units
2	Four colour sheet fed CPC offset printing machine with a Sheet size of 485mm X 660mm (19"x26") or above ,capable of printing on Boards of at least 220 GSM. <i>(Note: Optional since the only cover pages are to be printed this service may be outsourced. If so on MOU with the firm possessing the 4 colour printing machine shall be provided)</i>	one unit
Binding and Finishing Machinery		
1	Fully automatic stand alone perfect binding machine of minimum 6 clamps with 2000 cycles per hour OR equivalent productivity or more. <i>(Note: required to achieve at least a production of at least 15,000 books per shift.)</i>	One unit
2	Fully automatic 3 side cutting machine capable trimming books of crown 1/4 th size on 3 sides at a time. <i>(Note: It is essential to trim the books in a three side trimmer to achieve the speed and correct right angles at the corners.)</i>	one unit
	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) <i>(Note : Required to cut the Cover Boards etc.)</i>	one unit
	Offline UV varnishing system. <i>(Note : If the four colour printing machine is equipped with inline coating system this machine is not required.)</i>	one unit
	Fully automatic folding machine capable folding sheets in the size of Double Crown to crown 1/4 th size <i>(Note : Required only for the sheet fed printers)</i>	Two units
Manpower, Factory and Storage Space		
<p>The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.</p> <p>The plant shall be well planned and is required to be in easily accessible location. It is expected to be laid out in an area of about 5,000 sq feet to have easy and safe movement of the materials. The storage space shall be at least another 5,000 sq feet covered area for the safe storage of finished goods as well as to stock the paper.</p>		

Note :

a) **The Specifications mentioned above are at minimum configurations expected , but Superior Machinery in the similar class are also acceptable. However, decision of the Purchaser in this regard shall be final and binding.**

b. In the table above, the bidder should own the required number of Printing machines. Additional Machinery, may be hired or taken on lease if required if a necessity arises during the course of production. Infrastructure, viz., minimum space and storage space can be either owned or hired or leased. Where the infrastructure

capability/facilities are either hired or leased, the period of hire or lease should be double the period for which performance guarantee is to be furnished by the successful bidder.

- c. Mode of ownership and the period of lease or rent of infrastructure capability should be certified by the Statutory Chartered Accountant of the bidder. A chartered Accountant who issues such a certificate shall mention, in the certificate so issued, his name, address, membership number and the documents he has verified to issue the certificate.
- d. The CTP is made compulsory since all the data is being given in soft copies and the plates are required to be made by Computer to Plate method only.
- e. A perfect binding machine with the same out put capacity with lesser number of clamps may also be considered. However the number of clamps shall not be less than four. The purchaser will be the final authority to assess the capacity of the machine.

3.3 FINANCIAL CAPABILITY

3.3.1 Financial Capability of the Bidder would be evaluated on the basis of the following:

Sl No.	Financial Capability Criteria
1.	Annual financial turnover as specified in Appendix-P in any 2 years of the last 5 years.

- 3.3.2 The Bidder should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- 3.3.3 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last three (3) completed financial years.
- 3.3.4 Turnover and net worth of the bidder shall be certified by his statutory auditor who should mention his name, address and membership number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the tax authority.

3.4 QUALIFICATION CRITERIA FOR FINANCIAL CAPABILITY

- 3.4.1 For the purpose of Qualification the Bidder is required to demonstrate the financial capability as set out in 3.2 and 3.5 of this tender document.
- 3.4.2 For the purposes of evaluation financial data from the latest three annual accounts would be considered.

3.5 QUALIFIED BIDDERS: Bidders meeting both the Experience Criteria and Financial Capability Criteria as mentioned above shall be declared as **Qualified Bidders**. The Proposals of only the Qualified Bidders shall be considered for further evaluation.

SECTION 4

EVALUATION OF PRICE PROPOSAL

4.1 EVALUATION PARAMETERS

The Price Bids of qualified bidders alone will be evaluated on the basis of

- a. Price proposals
- b. The satisfactory completion of the printing and supply of textbooks within the time schedule as per any earlier contractual obligations handled.

4.2 EVALUATION METHODOLOGY

4.2.1 The evaluation is packagewise. Based on the number of copies of textbooks required to be printed and the rate per page quoted for each title, the cost of production of the total number of copies of textbooks in a package will be calculated and Lowest Rate (L1 Rate) will be determined based on the lowest total cost of production of the required number of copies of all the titles in that package. The Bidders shall be ranked based on the lowest quoted price proposal determined as above and the bidder with the lowest price shall be ranked L1 and other proposals ranked in ascending order.

4.2.2. In case the Price Bid of any Bidder does not comply with the aforesaid condition, KTBS may, at its own discretion, reject such Proposal as non responsive.

4.2.3 The bidder shall be ranked based on the lowest quoted price proposal. The bidder with the lowest price shall be ranked L1 and other proposals ranked in ascending order.

4.2.4 In the event that two or more tenderers give first preference and quote the same rate for the same package then **KTBS** may;

- a. Consider technical criteria whoever fulfills more.
- b. Invite fresh Price Bids from such Bidders within time schedule as notified by Purchaser, **OR**
- c. Take any such measure as may be deemed fit in its discretion.

4.2.5 If any of the packages are left unquoted, then KTBS may,

- a. Invite fresh Price Bids from qualified Bidders within time schedule as notified by Purchaser,
OR
- b. Invite fresh tender or take any such measure as may be deemed fit in its discretion.

4.2.6 The **successful Bidder** and **KTBS** shall proceed with finalizing the agreement in accordance with Clause 2.27

SECTION 5

BIDDING SCHEDULE

KTBS would endeavor to adhere to the BID schedule as noted elsewhere in this document.

SECTION 6

GENERAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS

6.1.1 In this Contract, the following terms shall mean and be interpreted as indicated:

- (a) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the

attachments and appendices thereto and all documents incorporated under reference therein;

- (b) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) **"The Contract Period"** means the period which the tender connotes;
- (d) **"The School Text Books"** means printed and supplied textbooks which the Supplier is required to supply to the Purchaser under the Contract;
- (e) **"Services"** means services rendered to Block Education Officers (BEOs) in case of Free & sale category textbooks inclusive of transportation, insurance, and any other incidental cost.
- (f) **"GCC"** means the General Conditions of Contract contained in this section.
- (g) **"SCC"** means the Special Conditions of Contract.
- (h) **"The Purchaser"** means the Managing Director, The Karnataka Textbook society® Karnataka, in short "the **KTBS**"
- (i) **"The Purchaser's Country"** is India and State is Karnataka.
- (j) **"The Supplier"** means the **LEGAL ENTITY** supplying the School Text Books under this Contract.
- (k) **"The Government"** means the Government of Karnataka.
- (l) **"Block Education Officer"**, means an authority to whom the free & sale category Textbooks are to be supplied at the places scheduled for supply of text books.
- (m) **"Deputy Director for Public Instruction"** means the DDPI.
- (n) **"Day"** means calendar day.
- (o) **"Tender"** means the formal offer made for printing and supply of goods or services in response to an invitation for tender published / notified .
- (p) **"Tender Document"** means the set of papers detailing the schedule of works, calendar of events, requirement of goods and services, technical specifications, procurement criteria and such other particulars, as may be prescribed for evaluation and comparison of tender.
- (q) **"Tender inviting Officer"** means the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- (r) **"Tender accepting authority"** means the Managing Director, The Karnataka Text Book Society ®, Karnataka.
- (s) **"Tender Scrutinizing & Evaluating authority"** means Authority as constituted by the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- (t) **"Tender Appellate Authority"** means the Commissioner for Public Instructions (CPI) Bengaluru.
- (u) **"Notification of award of Contract"** means the intimation in the form of a letter of acceptance by KTBS to the successful bidder. Acceptance by the successful bidder within 24 hours / notified period of time from the date of its issue will constitute the formation of Contract
- (v) **"DPS"** means the ` Director of Printing , Stationery & Publications , Government of Karnataka, Bengaluru`, the third party quality certifying agency appointed for the purpose of Tender by the Purchaser.

6.2 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by any provisions in other parts of the Contract.

6.3 STANDARDS

The school text books supplied under this contract shall conform to the standards mentioned in the Technical Specifications and where no applicable standard is mentioned, to the authoritative standard appropriate to the School Text Books.

6.4 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 6.4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 6.4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document, pre-press material or information enumerated in GCC Clause 6.4.1 except for purposes of performing the Contract.
- 6.4.3 Any document, other than the Contract itself, enumerated in GCC Clause 6.4.1 shall remain the property of the Purchaser and shall be returned (in all titles) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 6.4.4 The supplier shall permit the purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the purchaser if so required.

6.5 COPY RIGHTS

The Managing Director, The Karnataka Text Book Society® is the copyright holder and the publisher to all the titles printed under the Tender. The textbooks printed under the Tender are to be supplied only to the Purchaser, viz., The Managing Director, The Karnataka Text Book Society ®. However, the purchaser indemnifies the supplier against all third-party claims of infringement of copyright, trademark arising from use in the school text books.

The supplier shall not print the name and address of his firm / office / organization on the outer page of the cover pages. More specifically, the Supplier shall print the name, address and Contact number of his firm / office / organization only on the Printer page, with prior approval

6.6 PERFORMANCE SECURITY

- 6.6.1 Within **20** days of issue of the letter of acceptance, the Supplier shall furnish performance security, as mentioned in 2.28. The performance bank guarantee should be valid covering a period of up to March 31st 2018 or 120 days after the end of contractual obligations , whichever is later .
- 6.6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete any one of its obligations under the Contract.
- 6.6.3 The Performance Security will be discharged by the Purchaser and returned to the Supplier after March 31st 2018 subject to the fulfillment of all performance obligations under the contract or otherwise after 120 days of completion of the contract obligations subject to the fulfillment of all performance obligations under the contract, whichever is later.
- 6.6.4 In the event of any contract amendment, the Supplier shall, within 21 days of issue of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 90 days thereafter.
- 6.6.5 Failure to submit the performance bank guarantee for the period specified above will constitute sufficient ground for cancellation of the contract and forfeiture of the security deposit.

6.7 INSPECTIONS AND TESTS

- 6.7.1 The Purchaser or its representative shall have the right to inspect and/or to test the school text books to ascertain their conformity to the Contract specifications. The Purchaser shall

notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

- 6.7.2 The paper to be used for printing of the text book may be inspected and tested based on the “mill certificate” submitted by the printer, from the KTBS official or its approved agencies. The finished Text books shall be inspected at the printer’s premises.
- 6.7.3 If the inspected or tested school books /forms of the books fail to conform to the specifications, the Purchaser may reject such quantity of books/forms and the Supplier shall either replace the rejected text books or make necessary alterations to meet specification requirements free of cost to the Purchaser.
- 6.7.4 The Supplier shall compulsorily obtain “Mill Certification” regarding the quality of the paper purchased. “Mill Certification” shall be for the general quality of paper and more specifically regarding the GSM of the paper, Brightness of the paper and whether the paper is manufactured out of A-grade pulp. The officials of Karnataka Text Book Society® or persons duly authorized by KTBS shall inspect the progress in printing, binding, UV Varnish and dispatch of text books from time to time. If the bidder /printer fails to provide the necessary information regarding the progress to the authorities, at the time of inspection, KTBS has all the rights to necessary action against the bidder on the basis of the report by the authorities. In case any textbook is found to be defective, they shall be replaced by the Supplier at his own cost.
- 6.7.5 The Purchaser's right to inspect, test and, where necessary, reject the school text books after the free and sale category text books arrival at Block Education Officer (**BEO**) office/school level shall, in no way, be limited or waived by reason of the books having previously been inspected, tested and passed by the Purchaser or its representative.
- 6.7.6 The pre-delivery inspection will be carried out by the purchaser or by any one authorized by the purchaser for this purpose.
- 6.7.7 Nothing in GCC shall in any way release the Supplier from any other obligations under this Contract.
- 6.7.8 Saving all the clauses above and in addition, the Purchaser shall appoint a Third party Quality testing & certifying agency viz Director of Printing Stationery (D.P.S) for assessing the Technical Capability of the Bidder in the first instance and then for certifying the quality of the textbooks printed & distributed . The `D P S` shall as per the requirement and on his own initiative may visit the Bidder premises any time beginning from the time of Technical Assessment and till the entire process is in progress . **The `D P S` shall also monitor the progress** . The `D P S` shall certify both for the physical progress and for the quality. The DPS may also conduct random checking at the Godowns of the Purchaser to ascertain the quality levels.
- The quality parameters that will be put for testing, tolerance limits, method of Inspection, Sample size etc are given in Annexure below .

Quality Parameters

The following quality parameters with tolerance limits prescribed by BIS are required to be strictly adhered to by the Suppliers

Raw Materials

Paper:

The Paper shall be Maplitho with the following specifications

Sl no.	Properties	Requirement	Reference
1	GSM	60 gsm	

2	Tensile Index	20/40	IS 1848:1991	
	CD/MD			
2	Brightness (Minimum) %	80 ± 2 %	-do-	
3	Opacity (Minimum)	85 ± 2 %	-do-	
4	Cobb, max avg	28	-do-	
5	Wax pick	No. 10A Clear	-do-	
6	Smoothness ml/min, (Bendsten) max	Top	200	-do-
		Wire	250	-do-
8	Colour	White		
9	Type of Pulp	Type-A	IS 1848:1991	

Note :

- Paper shall be of A - Grade from reputed mills suggested hereunder, made out of Virgin Pulp and shall not contain any recycled pulp or mechanical pulp not exceeding 20%.
- The reel width for crown 1/4th books shall invariably minimum of 760 mm. Similarly the cut off shall be minimum of 508 mm. Usage of lesser width reels is strictly not acceptable. The cut off may be slightly more. No weightage will be given for any increase in the cut off though it is treated as a positive deviation.
- List of Reputed Paper Mills whose quality parameters are tested and proven and the printers are advised to procure the paper required for the printing of Text Books for the academic year 2017-18 preferably from these mills or from the mills of equivalent capacity
 1. M/s Mysore Paper Mills, Bhadravati, Karnataka
 2. M/s West Coast Paper Mills, Dandeli, Karnataka
 3. M/s TNPL, Tamilnadu
 4. M/s Andhra Pradesh Paper Mills, Rajamundry, Andhra Pradesh
 5. M/s Seshasai Paper and Boards Limited, Erode, Tamilnadu
 6. JK Paper Limited, Orissa

Art Board

The Printer shall use both side coated Art Boards with the following specifications.

Sl no.	Properties	Requirement	Tolerance
1	GSM	220 gsm	+/- 2.5%
2	Bulk	0.86 cc/gm	+/- 0.03
3	Bending stiffness	11/20	minimum
	CD/MD		
4	Brightness (Minimum) %	88 ± 2 %	-do-
5	Gloss	75 ± 5%	-do-
6	Colour	White	

Inks

The Supplier shall use only branded inks and other chemicals.

Printing Plates

The Supplier shall use only branded printing plates. Wherever soft copies are provided the plate making shall be by CTP method and wherever positives are provided it shall be by using PS plates. Only good quality and branded chemicals shall be used for the making of plates.

U.V. Varnish

The Book Covers shall be coated on one side with U.V. Varnish. The coating may be made inline along with the printing of the covers or Offline. This shall ensure good gloss and shall also make the printed area scratch resistant and moisture resistant. The thickness of the coating shall be atleast 3 gsm.

Hot Melt Adhesive

Branded hot melt adhesives compatible for the perfect binding machine shall only be used.

Book size

- i. For Crown ¼ Size the print area to be 330 sq. cm or as per positive size and the trimmed size to be 18.3 x 24.5 cms. A tolerance of 1 mm is allowed on either dimension of the book.

If the variations are found beyond the tolerance limits in more than 5% of the lot then it will be treated as deviation from specifications.

However, the Supplier shall not construe this to be a stipulation and shall read it as an exception.

Printing Quality

- i. Printing shall be good, having uniform inking of sufficient colour.
- ii. There shall be no aberration of colours, wherever colour printing is done. In other words colour registration shall be flawless.
- iii. The texts shall be strong, legible and readable.
- iv. The printed illustrations shall be clearly well defined.
- v. The prints shall be free from defects like offsetting, smudging, tilting, mis-register, scumming, slur, ragged print, light and dark shades etc.,
- vi. The text must have balanced margin in each page with a minimum of 15 mm.
- vii. The Text book should be in conformity with the approved dummy.

Binding quality

Binding shall ensure good **appearance**, Proper **Cutting**, proper **Cover adhesion**, good **Page strength**, no **Cavity Spines**, no **Concave spine**, no **Adhesive running in**, no **Chip out at the head etc.**

Method of quality Checking

The quality inspection staff conduct tests at the point of production to ensure that prescribed quality materials only are used and machines that are in good condition are

adopted and the manpower engaged has the required technical skills. It is the responsibility of the supplier to provide the proof to establish this.

Approximately 5% of the books will be put for quality testing before they are despatched in the premises of the supplier. The supplier shall inform before they are packed and dispatched.

The Books will be tested for the above parameters and method adopted is random sampling and physical testing only. Generally by visual and measuring methods. Only when warranted chemical testing will be conducted.

The total sample size shall be approximately 5%.

Serial No of the books to be subjected for the quality checking will be recorded by the quality checking officers.

If the defects are found in more than 5% of the lot then it will be construed that the lot is defective beyond the tolerance limits and it will be rejected. Then it will be the responsibility of the Supplier to conduct testing of the complete lot and then replace the defective books and shall invite the purchaser for the quality inspection.

6.8 OPERATIONAL CHARTS

The Supplier along with the contract shall furnish in advance, Operational Chart which includes;

- program of work
- Time schedule of the printing & supply of the School Text Books to the Purchaser.

6.9 PACKING& SUPPLY

6.9.1 Pre-dispatch inspection of the bales/reels of paper, at the Mill and at the printer's premises may be carried out by the authorized third party quality testing and certifying agency appointed by the Society viz`D P S` .

6.9.2 The Supplier at the time of delivery of School Textbooks shall give proper account of supply to the concerned Block Educational Officer by bundling the school books in the numbers of 25 or 50 books in each bundle.

6.9.3 The Supplier after the satisfactory delivery of School Text Books to the concerned Blocks shall obtain due acknowledgement from the concerned Block Educational Officers or his authorized representative and submit the same along with the District-wise Bills for payment. The Supplier shall provide such packing of the School Text Books as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

6.9.4 The Sl. No of Books delivered to 204 blocks should be recorded by the printer before dispatches and same may be produced to the officials of KTBS at the time of visit/while giving progress.

6.10 DELIVERY AND DOCUMENTS

Delivery of the School Text Books shall be made by the Supplier in accordance with the terms specified in the Purchase Order. The details of printing & transportation and or other documents to be furnished by the supplier are as specified in Tender Document.

6.11. TRANSPORTATION

Where the Supplier is required under the Contract to transport the Free & Sales category School Text Books to all 204 BEO's of Karnataka as shall be specified in the Contract, it shall be

arranged by the Supplier and the related cost including insurance, shall be included in the Contract Price.

6.12. PAYMENT

6.12.1 The payment to the supplier shall be made as under

- a) **First payment after supply of 30% of the package books within 60 days subject to maximum of 60% of the package books on seniority basis subject to availability of funds.**
- b) **Final payment of balance package books after 60 days of first payment on seniority basis subject to availability of funds.**
- a) **Delivery Challan format prescribed in the Appendix O.**
- b) **Delivery Challan without date, seal & Signature of the BEO or his representative will be rejected.**

Payment to suppliers shall be made as per Clause 7.4 of Special Conditions of Contract (SCC).

6.13. CHANGE ORDERS

The purchaser may at any time by written order given to the supplier pursuant to GCC clause, make changes within the general scope of the contract in any one or more of the following:

- a. Method of transportation or packing
- b. The place of delivery
- c. Copies to be supplied

6.14. CONTRACT AMENDMENTS

Subject to GCC Clause 6.13, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

6.15. ASSIGNMENT

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

6.16. SUBCONTRACTS

Subcontract in printing and supply of textbooks is strictly prohibited.

6.17. DELAYS IN THE SUPPLIER'S PERFORMANCE

6.17.1 Delivery of the School Text Books shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per distribution list provided by the purchaser.

6.17.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the School Text Books, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's reply, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be effected by amendment of the Contract.

6.17.3 Except as provided under GCC Clause 6.23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 6.18, unless an extension of time is agreed upon pursuant to revision in contract without the application of liquidated damages.

6.18. PENALTY FOR THE DELAY

6.18.1 PENALTY FOR THE DELAY IN SUPPLIES:

If supplier does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 1% of the delayed portion of the work per week or part there of such delay for the first 4 weeks and at the rate of 2% per week thereafter until completion of supplies if the Purchaser decides to accept the supplies. Part of the week will be considered as one week.

For imposing penalty the next date of Purchase order and the work schedule which shall be notified is reckoned.

6.18.2 Liquidity Damages for defective materials

If any defect is found / any report in this regard is received from the Block Educational Officers, such defective materials may be rejected and the Supplier shall have to replace such defective materials within 15 days and will have to bear the cost of replacement, however the purchaser reserves the right to use the materials with minor defects that serve the overall objectives. under such circumstances the purchaser will impose the penalty for deviations as defined in Appendix M.

Liquidity Damages for the delay in supply

If the supplier does not supply the books even before one week of commencement of schools, liquidated damages for delay will be imposed at 0.5% per day for the delayed portion till the completion of the supply.

6.18.3 While Calculating penalty in case of default, or violation of any conditions of this tender total cost of a particular package including transportation and insurance cost will be taken into consideration and penalty will be imposed.

Time schedule

Printing & Supply of text books to specified destinations should be completed within 120 days from the next date of issue of Purchase order including Pre-Printing Activities. Supplier shall submit a fortnightly progress report to the purchaser. The Supplier is also bound by the conditions of the Purchaser and shall submit the progress in the modes as required by the Purchaser. Herein, non-compliance shall be construed as breach of contract terms.

Time Schedule for Pre-printing,Printing,Binding,Packing and Distribution of School Text books;

S/no	Timeline	% of work completion by Bidder	Schedule for KTBS
1	Within 30 days from the next Date of purchase order	Preprinting activities includes ; 1) collection of CD's from KTBS Officials. 2) Submission of Dummy to KTBS officials for approval 3) collecting Approved Dummy's from KTBS officials .	1.Giving CD's to Printers. 2. Approval of Dummy and return To the Printers.
2	45th day from the next date of work order	10% of the total number of books allotted shall be completed.	Monitoring by KTBS or it's authorisex

			agency
3	60 th day from the next date of work order	30% of the total number of books allotted shall be completed.	Monitoring by KTBS or it's authorisex agency
4	75 th day from the next date of work order	50% of the total number of books allotted shall be completed.	Monitoring by KTBS or it's authorisex agency
5	90 th day from the next date of work order	60% of the total number of books allotted shall be completed.	Monitoring by KTBS officials.
6	105 th day from the next date of work order	70% of the total number of books allotted shall be completed.	Monitoring by KTBS officials.
7	120 th day from the next date of work order	100% of the total number of books allotted shall be completed.	Monitoring by KTBS officials.

The supplier should adhere to the time schedule specified in the contract. since it is an time bound process .Otherwise Purchaser reserves the right to terminate the contract, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

The purchaser reserves the right to withdraw 50% of the contract if the supplier do not complete 30% of quantum of total contract on 60th day from the date of work order without issuing any prior notice.Such Withdrawn work from the default supplier will be given to L2 Tenderer and the difference in cost will be recovered from the default supplier.

6.19. TERMINATION FOR DEFAULT

- 6.19.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- if the Supplier fails to deliver any or all of the School Text Books within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or,
 - if the Supplier fails to perform any other obligation(s) under the Contract, or,
 - if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

- 6.19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 6.22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, School Text Books similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar School Text Books. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

6.20. FORCE MAJEURE

- 6.20.1 Notwithstanding the provisions of GCC Clauses 6.17, 6.18, 6.19, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.20.2 For purposes of this Clause, "*Force Majeure*" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

6.20.3 If a *Force Majeure* situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *Force Majeure* event.

6.21. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

6.22. TERMINATION FOR CONVENIENCE

6.22.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

6.22.2 The School Text Books that are complete and ready for transport within 30 days after the Supplier's receipt notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining School Text Books, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed School Text Books and for materials previously procured by the Supplier.

6.23. RESOLUTION OF DISPUTES

6.23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

6.23.2 If, after thirty (30) days the parties fail to resolve their dispute or difference by such consultations, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

6.23.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the School Text Books under the contract.

6.23.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.

6.23.5 Notwithstanding to any reference to arbitration herein;

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree, and,
- (b) The purchaser shall pay the supplier any money due to the supplier.

6.24. LIMITATION OF LIABILITY

Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 6.5,

- (a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damage to the purchaser; and this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and,
- (b) The aggregate liability of the supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price.

6.25. GOVERNING LANGUAGE

The contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.26. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the State of Karnataka. And any disputes shall only be addressed at the jurisdictional courts located in Bengaluru .

6.27. NOTICES

6.27.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or email and confirmed in writing to the other Party's address specified in Tender document.

6.27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.28. TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, etc., incurred until delivery of the contracted School Text Books to the Purchaser.

6.29. IMPLEMENTATION OF THE CONTRACT

The Supplier should as soon as agreement is signed begin the process for implementation of the Contract by procuring pre press material from KTBS and then purchasing printing paper and other materials at his own cost and bearing entire investment from printing to transportation. The Supplier further agrees to get 100% sample testing from the Purchaser.

The work relating to supply of School Books should be implemented by the Supplier as per the implementation schedule as per Purchaser's Notification of award of Contract.

The purchaser may at his discretion extend the above time schedule if he desires so. However, supplier cannot claim this as matter of right.

The successful bidders should give their acceptance of the implementation schedule in the agreement. The entire work of printing and supply should be completed within 120 days from the next date of the Purchase Order.

6.30 ASSIGNING OF TENDER IN WHOLE OR PART

The Supplier shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the written consent of the Managing Director, Karnataka Textbook Society® .

6.31 GENERAL POINTS TO BE OBSERVED

- 6.31.1** The Supplier should execute an undertaking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids(Appendix L)
- 6.31.2** The Commissioner for Public Instruction and chairman of Executive committee the Karnataka Textbook Society(R) reserves the right to allot the package other than those indicated by the bidder in the bid and the bidder shall be bound by the decision of the Commissioner for Public Instruction.
- 6.31.3** The Commissioner for Public Instruction and chairman of Executive committee the Karnataka Textbook Society(R) reserves the right to award the contract to more than one bidder and fix the number of packages to different bidders based on the financial, technical and service capability of the bidder.
- 6.31.4 The total quantities of School Text Books to be purchased are subject to variation during the course of Contract period.

6.32 DISCRPTION OF PACKAGES

- 6.32.1 Total number of books/titles to be printed is divided into **6** packages in this Schedule-B. Each package may consist of different Titles / Languages / Mediums .All books shall have multi-coloured cover pages and inner cover pages also multi-coloured. The packages are arrived at on the basis of the segregation of print work of black & white books.
- 6.32.2 The packages contains sale component of text books and free text books.
- 6.32.3 Number of titles in the package, no of copies of the books and page numbers of books specified in the tender are approximate.
- 6.32.4 The details of packages are as per Volume 3.

6.33 BARRING OF SELLING TEXTBOOKS IN THE MARKET

The Supplier shall execute an undertaking that he shall supply the entire quantity of textbooks printed, only to the purchaser and he is not permitted to sell or reproduce the textbooks in open market. Failing to adhere to this clause shall lead to legal action against the supplier and also shall be liable for blacklisting.

6.34 SAMPLE COPIES

Supplier shall supply 150 sample copies (free & Sale) of each major titles (Kan_FL, Eng_SL, Hin_TL, all core subjects in Kannada & English medium) and 50 for each other titles free of cost, to the copyright holder failing which, it shall be treated as breach of Contract terms.

6.35 APPROVAL FOR PRINTING

- 6.35.1 The successful bidder will be given CD's of the book to be printed as per the package allotted to them. The bidder shall take all the necessary action to convert the CD into positives and prepare the dummy book.
- 6.35.2 Before printing, final proof of the Text books and newly printed two dummy copies shall be approved by the Officer authorized by the Managing Director of the Karnataka Text Book Society®, Bengaluru.

6.36 LIMITATIONS FOR TENDERERS

The Supplier shall not

- a. Publish or sell or encourage any guides / workbooks/key books (Questions and Answers) for any text book brought out by the Karnataka Text Book Society®.
- b. Insert any advertisement on any text books in any form.

- c. Employ child labour for printing, binding, packing and supply of text books.

6.37 CATEGORY OF BOOKS

- a) The price of books should not be noted on text books, printed under scheme of the free distribution. On these books, the following words should be printed in bold letter – “FREE SUPPLY”, on Cover Pages only.
- b) The Price of books as given by the purchaser should be prominently printed in the printer’s page and on the back cover page in a box suitably inserted.
- c) **Class, title name** and **Free Supply** shall be printed on the Spine for Free Books Category. In the same way **Class, title name** and **Price** shall be printed on the Spine for Sale Books Category.
- d) **Serial Number of Textbooks should be printed on the back of the cover page.**

SECTION 7 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the **General Conditions of Contract**. The corresponding clause number of the General Conditions is indicated in parentheses, wherever applicable.

7.1. DEFINITIONS (GCC CLAUSE 6.1)

“**The Supplier**” is ____ (to be filled at the time of issue and acceptance of Purchase Order)

7.2. INSPECTION AND TESTS (GCC CLAUSE 6.7)

7.2.1 Place of Inspection and manufacturer of Paper

Inspection of base paper for printing and cover may be carried out by the authorized third party quality testing and certifying agency appointed by the Society viz`the D P S` prior to dispatch to printers, in the mill premises of the manufacturer. The final inspection may be carried out at the godown of the printers in association with the representative of the Managing Director, Karnataka Text Book Society@. The successful bidders are advised to purchase papers for text book and cover page from the paper mill capable of manufacturing the quality paper as per contract specifications and having adequate quality control and in-house testing facilities as per IS:1848/1991 with the latest amendments. The capacity/capability assessment on the paper manufacturing mill may be carried out by the Quality Assurance Wing before placing the order if the circumstances warrant.

The bale width of the paper purchased shall not be of less than 76 cms and the copy of the invoices shall be submitted to the Purchaser on a regular basis .

7.2.2 Inspection and tests prior to transportation of School Text Books, at final acceptance and at schools at any time within the contracted period are as given below and the successful bidder shall comply with the following technical specifications fixed for the books:

7.2.3 The Managing Director, KTBS is empowered to test the quality through an independent third party agency as specified in various clauses and take such action as deems fit, if quality of text book falls below the prescribed standards.

7.2.4 The work relating to supply of School Books should be executed without any delay as per the implementation schedule mentioned in this document.

- 7.2.5 The Purchaser reserves the right to depute authorized representatives from his office for the supervision and inspection at the time of implementation of the contract. The supplier should submit periodical progress report to the purchaser regarding the implementation of the contract.
- 7.2.6 The supplier should supply School Books by using good quality material strictly in accordance with the samples submitted along with qualification Bid. If any defect in the material comes to the notice of the purchaser after the supply to the schools, the same will have to be replaced by the supplier at his own expense.
- 7.2.7 If the contract is not executed within the stipulated period as per implementation schedule the Purchaser reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the supplier in this regard.
- 7.2.8 The purchaser or his representative shall have the right of entry into the work premises of the supplier to monitor quality and progress.
- 7.2.9 The supplier shall supply School Textbooks strictly as per the prescribed quality paper, size, colours, specification and measurements to the Educational Blocks as prescribed by the purchaser. He should comply with all the tests specified by the purchaser or any other Officer authorized for this purpose, satisfactorily. The supplier shall ensure timely delivery of quality School Textbooks as per the implementation schedule given in the contract.
- 7.2.10 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22. However, any increase in the statutory levies will be compensated by the purchaser. Similarly any reduction shall be to the credit of the purchaser.

7.3. DELIVERY AND DOCUMENTS (GCC CLAUSE 6.10)

Upon delivery of the School Text Books, the supplier shall notify the purchaser and the insurance company by cable/telex/fax, the full details of the transport including contact number, vehicle receipt number and date, description of School Text Books, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- a) Three copies of the Supplier invoice showing School Text Books description, quantity, unit price, total amount;
- b) Vehicle receipt/acknowledgment of receipt of School Text Books from the consignee(s);
- c) Insurance Certificate;
- d) Inspection Certificate issued by the third party inspection agency viz the **D P S**

The above documents shall be received by the Purchaser before arrival of the School Text Books (except where the School Text Books have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7.4. PAYMENT (GCC Clause 6.12)

7.4.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing class, title of the book, number of copies of the School Text Books delivered, and by related documents, submitted pursuant to GCC Clause 6.9 & 6.10 and upon fulfillment of other obligations stipulated in the contract including the original delivery Challan copy.

The Delivery Challans of the Text Books accepted by the authorized 204 Blocks without acknowledgement of Original Seal and Signature of the concerned BEOs/Authorized representative of BEOs for having received the Text Books in good

condition, showing title wise number of books received, shall not be considered for payments under any circumstances. The Delivery Challans shall be submitted as per the Format given in Appendix-O & in the approved coloured formats only i.e. White for Free category and Yellow for Sale category. All Bill/Invoice formats and acknowledgement formats submitted by the printers i.e. D.C's shall be printed legibly, not hand written and should be in 70 GSM and above paper only. Any deviations in the above conditions will be treated as rejected Bills/D.C's are liable for liquidated damages as per Tender clause 6.18.

7.4.2 Payments shall be made by the Purchaser after submission of the invoice claim by the Supplier duly enclosing the **Dated Acknowledgement with seal** of the receiver in the accepted Delivery Challan format within 60 working days. The invoices/bills shall always be submitted along with the Mill certification regarding the paper and the report / certification of the Authorized Third Party Quality checking and certifying agency. Where-ever applicable Taxes and other levies shall be deducted at source.

7.5. SETTLEMENT OF DISPUTES (GCC CLAUSE 6.23)

7.5.1 In case of Dispute or difference arising between the Purchaser and Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

7.5.2 Arbitration proceedings shall be held at Bengaluru, Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

7.5.3 The decision of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be as determined by the Arbitrator and paid equally by the parties to the arbitration. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party themselves.

7.6. NOTICES (GCC CLAUSE 6.27)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: The Managing Director,
Karnataka Textbook Society®,
No.4, DSERT Building, 100 Ft ring Road,
BSK III Stage, Bengaluru - 560 085
Karnataka, India

Supplier: (To be filled in at the time of Contract signature)

7.7. PROGRESS OF SUPPLY

Supplier shall regularly intimate progress of supply, in writing to the Purchaser on a weekly basis as under and also in the form and manner as may be stipulated by the Purchaser .

- Quantity offered for inspection and date

- Quantity accepted/rejected by inspection agency and date
 - Quantity dispatched/delivered to consignees and date
 - Date of completion of entire contract if any, and
 - Date of receipt of entire payment under the contract.
- *Failure of the above may lead to the termination of the contract.**

7.8. SUPPLIER INTEGRITY

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

7.9. SUPPLIER'S OBLIGATIONS

- 7.9.1 The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- 7.9.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- 7.9.3 The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 7.9.4 The Supplier will treat as confidential, all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.
- 7.9.5 The supplier should safely return all the Original pre-press materials in good condition to the purchaser or he will be penalized as per tender clauses.

Sd/-
Managing Director
Karnataka Text Book Society®

VOLUME 1
CONTRACT FORM
(to be executed on Rs 500/- Stamp Paper)

THIS AGREEMENT entered into on this the ____ day of _____ (Month), Two Thousand and ____ in Bengaluru,

BETWEEN

The Managing Director, The Karnataka Textbook Society®, Government of Karnataka, (“KTBS”), having its office at No.4, DSERT Building,100 Ft ring Road, BSK III Stage, Bengaluru - 560 085, Karnataka State, India (hereinafter referred to as “**PURCHASER**”) which expression shall unless repugnant to the context include the successors and assigns), on the one part,

AND

_____(name and address), a Legal Entity having its registered office at _____(hereinafter referred to as “**SUPPLIER**”) which expression shall unless repugnant to the context include its successors and permitted assigns, on the other part,

WHEREAS,

KTBS, floated a Tender to print and supply school textbooks to students of standard 1-10 of all Government Schools, all students of 1-10 of all aided schools as sponsored by the SSA/Government free textbooks scheme and all students of unaided schools in Karnataka on Sale basis and has accepted the Tender submitted by the Supplier for the printing and supply of those School Textbooks for a sum of Rs.____(Rupees_only) (hereinafter called “The Contract Price”).

After evaluating the proposals, KTBS, has accepted the proposal submitted by M/s. _____ and issued to such **Successful Bidder** a Purchase Order No. _____ dated _____.

The Parties hereto are required to enter into an Agreement, being these presents, to record the terms & conditions and covenants set forth hereunder.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a) The Tender Form and the Price Schedule submitted by the Tenderer
 - b) The Schedule of requirements
 - c) The Technical Specifications
 - d) The General Conditions of Contract
 - e) The Special Conditions of Contract, and
 - f) The Purchase Order
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to print and supply school text books and to remedy defects therein in conformity in all respects with the provisions of contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the printing & supply of school text books and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the School Textbooks which shall be supplied by the Supplier are as follows:

Package No	Title	Color/Size	Page Nos	No of Copies	Agreed Price

Total Value: Rs. _____ (Rupees _____ only)

Delivery Schedule: 120 days from the next date of the Purchase Order.

Supply schedule should be enclosed along with the contract agreement.

Performance Security (Bank Guarantee):

Security Deposit (EMD):

5. Assigning of Contract Agreement in whole or part

The Supplier shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the written consent of the Purchaser.

6. Supplier agrees to supply the entire quantity of textbooks printed, to the Karnataka Text Books Society ® and no textbook shall be sold or any portion reproduced in the open market. He further agrees that failing to adhere to this clause shall attract penal provisions and invite blacklisting of Supplier.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of : _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of : _____

VOLUME 2

SCHEDULE OF PLACE OF DELIVERY

The School Textbooks under free & sale categories will have to be supplied to all the Block Educational Offices Godowns in the state as shown below. The actual number of copies of text books to be supplied to the delivery points shall be provided as “**Distribution List**” along with the Purchase Order.

DISTRICT	SL. NO	TALUKA	BUFFER POINT IN A DISTRICT
BENGALURU DIVISION			
BENGALURU NORTH	1	NORTH1	NORTH2
	2	NORTH2	
	3	NORTH3	
	4	NORTH4	
BENGALURU RURAL	5	DEVANAHALLI	DEVANAHALLI
	6	DODDABALAPURA	
	7	HOSAKOTE	
	8	NELAMANGALA	
BENGALURU SOUTH	9	SOUTH-1	SOUTH-3
	10	SOUTH-2	
	11	SOUTH-3	
	12	SOUTH-4	
	13	ANEKAL	
CHIKKABALLAPUR	14	BAGEPALLI	CHIKKABALLAPUR
	15	CHIKKABALLAPUR	
	16	CHINTAMANI	
	17	GOWRIBIDANUR	
	18	GUDIBANDE	
	19	SHIDLAGATTA	
CHITRADURGA	20	HIRIYUR	CHITRADURGA
	21	CHITRADURGA	
	22	CHALLAKERE	
	23	HOLALKERE	
	24	HOSADURGA	

	25	MOLAKALMURU	
DAVANAGERE	26	CHANNAGIRI	DAVANAGERE SOUTH
	27	DAVANAGERE NORTH	
	28	DAVANAGERE SOUTH	
	29	HARAPANAHALLI	
	30	HARIHAR	
	31	HONNALI	
	32	JAGALUR	
KOLAR	33	BANGARPET	KOLAR
	34	K.G.F	
	35	KOLAR	
	36	MALUR	
	37	MULABAGAL	
	38	SRINIVASPUR	
MADHUGIRI	39	KORATAGERE	MADHUGIRI
	40	MADHUGIRI	
	41	PAVAGADA	
	42	SIRA	
RAMANAGAR	43	CHANNAPATNA	RAMANAGAR
	44	KANAKAPURA	
	45	MAGADI	
	46	RAMANAGAR	
SHIVAMOGGA	47	BHADRAVATHI	SHIVAMOGGA
	48	HOSANAGARA	
	49	SAGARA	
	50	SHIKARIPURA	
	51	SHIVAMOGGA	
	52	SORABA	
	53	TIRTHAHALLI	
TUMAKURU	54	CN HALLY	TUMAKURU
	55	GUBBI	

	56	KUNIGAL	
	57	TIPTUR	
	58	TUMAKURU	
	59	TURVEKERE	
MYSURU DIVISION			
CHAMRAJNAGAR	60	CHAMARAJ NAGAR	CHAMARAJ NAGAR
	61	GUNDLUPET	
	62	KOLLEGALA	
	63	HANURU	
	64	YALANDURU	
CHIKKAMAGALURU	65	BIRURU	CHIKKAMAGALURU
	66	CHIKKAMAGALURU	
	67	KADUR	
	68	KOPPA	
	69	MUDIGERE	
	70	N.R.PURA	
	71	SRINGERI	
	72	TARIKERE	
DAKSHINA KANNADA	73	BANTWAL	MANGALURU CITY
	74	BELTHANGADY	
	75	MANGALURU CITY	
	76	MANGALURU TALUK	
	77	MOODABIDRE	
	78	PUTTUR	
	79	SULLYA	
HASSAN	80	ALUR	HASSAN
	81	ARAKALGUD	
	82	ARSIKERE	
	83	BELUR	
	84	CHANNARAYAPATNA	
	85	HASSAN	

	86	HOLENARASIPURA	
	87	SAKALESH PURA	
KODAGU	88	MADIKERI	MADIKERI
	89	SOMAWARPET	
	90	VIRAJPET	
MANDYA	91	KRPET	MANDYA SOUTH
	92	MADDUR	
	93	MALAVALLY	
	94	MANDYA SOUTH	
	95	MANDYA NORTH	
	96	NAGAMANGALA	
	97	PANDAVAPURA	
	98	S.R.PATNA	
MYSURU	99	HDKOTE	MYSURU SOUTH
	100	HUNSUR	
	101	K.R NAGAR	
	102	MYSURU NORTH	
	103	MYSURU TALUK	
	104	MYSURU SOUTH	
	105	NANJANGUD	
	106	PERIAPATNA	
	107	T. NARASAPUR	
UDUPI	108	BYNDOOR	UDUPI
	109	KUNDAPURA	
	110	BRAHMMAVARA	
	111	UDUPI	
	112	KARKALA	
BELAGAVI DIVISION			
BAGALKOT	113	BADAMI	BAGALAKOT
	114	BAGALAKOT	
	115	BILAGI	

	116	HUNAGUND	
	117	JAMAKHANDI	
	118	MUDHOL	
BELAGAVI	119	BELAGAVI TALUK	BELAGAVI CITY
	120	BELAGAVI CITY	
	121	BAILHONGAL	
	122	KITTURU	
	123	KHANAPUR	
	124	RAMADURGA	
	125	SAVADATTI	
VIJAYAPURA	126	BAGEWADI	VIJAYAPURA CITY
	127	VIJAYAPURA CITY	
	128	VIJAYAPURA RURAL	
	129	CHADACHAN	
	130	INDI	
	131	MUDEBIHAL	
	132	SINDAGI	
CHIKKODI	133	ATHANI	CHIKKODI
	134	KAGWAD	
	135	CHIKKODI	
	136	NIPPANI	
	137	GOKAK	
	138	MUDALAGI	
	139	HUKKERI	
	140	RAIBAG	
DHARWAD	141	DHARWAD RURAL	DHARWAD CITY
	142	DHARWAD CITY	
	143	HUBBALLI RURAL	
	144	HUBBALLI CITY	
	145	KALAGATAGI	
	146	KUNDGOLA	

	147	NAVALGUNDA	
GADAG	148	GADAG CITY	GADAG CITY
	149	GADAG RURAL	
	150	MUNDARGI	
	151	NARGUND	
	152	RON	
	153	SHIRAHTTI	
HAVERI	154	BYADAGI	HAVERI
	155	HANGAL	
	156	HAVERI	
	157	HIREKERUR	
	158	RANEBENNUR	
	159	SAVANUR	
	160	SHIGGAON	
SIRSI	161	SIRSI	SIRSI
	162	SIDDAPUR	
	163	YELLAPUR	
	164	MUNDAGOD	
	165	HALIYAL	
	166	JOIDA	
UTTAR KANNADA	167	KARWAR	KARWAR
	168	ANKOLA	
	169	KUMATA	
	170	HONNAVAR	
	171	BHATKAL	
KALABURGI DIVISION			
BALLARI	172	BALLARI EAST	BALLARI EAST
	173	KURUGODU	
	174	HADAGALI	
	175	HB HALLI	
	176	HOSPET	

	177	KUDLIGI	
	178	SANDUR	
	179	SIRUGUPPA	
BIDAR	180	AURAD	BIDAR
	181	BASAVAKALYAN	
	182	BHALKI	
	183	BIDAR	
	184	HUMNABAD	
KALABURAGI	185	AFZALPUR	KALABURAGI NORTH
	186	ALAND	
	187	CHINCHOLI	
	188	CHITTAPUR	
	189	KALABURAGI NORTH	
	190	KALABURAGI SOUTH	
	191	JEWARGI	
	192	SEDAM	
KOPPAL	193	KOPPAL	KOPPAL
	194	GANGAVTI	
	195	KUSTAGI	
	196	YELBURGA	
RACHUR	197	DEV DURGA	RAICHUR
	198	LINGASUGURU	
	199	MANVI	
	200	RAICHUR	
	201	SINDHANUR	
YADGIR	202	SHAHAPUR	YADGIR
	203	SURPUR	
	204	YADGIR	
STATE GODOWN	205	MADIWALA GODOWN	

VOLUME 3
PACKAGEWISE TITLES 2017-18
SCHEDULE-B

Pkg wise sl.no	Package No	Title code	Class	Title	Size	Color	Approximate No of Pages	Approximate No of Books	Total No of pages
Package - 29									
131	29	313	10	KAN_FL	1/4th Crown	B/W	164	746157	122369784
132	29	359	10	Arabic_TL	1/4th Crown	B/W	100	582	58200
133	29	360	10	Persian_TL	1/4th Crown	B/W	76	970	73720
134	29	356	10	Konkani TL – Kan	1/4th Crown	B/W	108	485	52380
135	29	357	10	Konkani TL – Deva	1/4th Crown	B/W	108	485	52380
Package - 29 - Total								748679	122606464
Package - 30									
136	30	325	10	ENG_SL	1/4th Crown	B/W	210	759887	159576197
137	30	333	10	MAR_FL	1/4th Crown	B/W	200	14521	2904180
138	30	338	10	HINDI_FL	1/4th Crown	B/W	180	7197	1295532
139	30	344	10	TAMIL_FL	1/4th Crown	B/W	180	2139	384993
140	30	349	10	TELUGU_FL	1/4th Crown	B/W	176	527	92701
141	30	354	10	SANSKRIT_FL	1/4th Crown	B/W	180	15623	2812108
Package - 30 - Total								799893	167065710
Package - 31									
142	31	318	10	KAN_SL	1/4th Crown	B/W	116	136938	15884786
143	31	320	10	ENGLISH_FL	1/4th Crown	B/W	290	104097	30188272
144	31	319	10	KAN_TL	1/4th Crown	B/W	100	38897	3889700
145	31	326	10	ENG_TL	1/4th Crown	B/W	110	37650	4141507
146	31	327	10	URDU_FL	1/4th Crown	B/W	140	41895	5865270
147	31	328	10	URDU_MATHS	1/4th Crown	B/W	460	32551	14973357
148	31	329	10	URDU_SCIENCE	1/4th Crown	B/W	430	32551	13996833
Package - 31 - Total								424579	88939725
Package - 32									
149	32	343	10	HINDI_TL	1/4th Crown	B/W	180	807440	145339223

150	32	332	10	URDU_TL	1/4th Crown	B/W	116	572	66387
151	32	355	10	SANSKRIT_TL	1/4th Crown	B/W	140	6030	844133
152	32	358	10	Tulu_TL	1/4th Crown	B/W	130	970	126100
Package - 32 - Total								815012	146375842
Package - 33									
153	33	316	10	KAN_SOCIAL_SCIENCE	1/4th Crown	B/W	292	583369	170343666
154	33	339	10	HINDI_MATHS	1/4th Crown	B/W	444	2701	1199444
155	33	340	10	HINDI_SCIENCE	1/4th Crown	B/W	430	2701	1161624
156	33	341	10	HINDI_SOCIAL_SCIENCE	1/4th Crown	B/W	292	2701	788823
Package - 33 - Total								591473	173493557
Package - 34									
157	34	321	10	ENGLISH_MATHS	1/4th Crown	B/W	388	274153	106371380
158	34	330	10	URDU_SOCIAL_SCIENCE	1/4th Crown	B/W	308	32551	10025639
159	34	334	10	MAR_MATHS	1/4th Crown	B/W	436	17375	7575343
160	34	335	10	MAR_SCIENCE	1/4th Crown	B/W	430	17375	7471095
161	34	336	10	MAR_SOCIAL_SCIENCE	1/4th Crown	B/W	292	17375	5073395
162	34	350	10	TELUGU_MATHS	1/4th Crown	B/W	460	582	267720
163	34	351	10	TELUGU_SCIENCE	1/4th Crown	B/W	430	582	250260
Package - 34 - Total								359992	137034831
Schedule - B - Total								3739628	835516130

Note :

1. A bidder is entitled to bid for all the packages but as per his capacity he shall not be awarded more than 1 packages in the order of his preference.
2. Packages under 29 to 34 available for quoting .
3. Number of copies allotted for Printing shall be categorized as Free & Sale and they are to be bundled separately and supplied using separate colored Delivery Challans as per the Purchase order. Distribution list shall be provided with the Purchase order .
4. Numbers are all indicative in nature and final numbers which may be allotted under various packages may vary up/below 25% to the extent provided in the Purchase order .
5. Titles which are classified as (B/W) have single colour inner pages. However all books are bound by 04 colour cover pages.

Sd/-
Managing Director
Karnataka Text Book Society®

TABLE-I
BID FORM

To

The Managing Director,
Karnataka Textbook Society®,
No.4, DSERT Building, 100 Ft ring Road,
BSK III Stage,
Bengaluru - 560 085.

Sir/Madam,

Having examined the Bidding Documents including Addenda No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print and supply School textbooks to all the Block Educational Offices in State for which necessary Bid security (EMD) amounting to Rs. is remitted via e-payment mode.

Terms & conditions:-

1. We undertake, if our Bid is accepted, to supply of School Books to all the Block Educational Offices in the State in accordance with the terms and conditions in the Bidding document.
 2. If our bid is accepted we will furnish the bank guarantee for the due performance of the Contract, in the form prescribed by the purchaser.
 3. We agree to abide by this bid for a period of 90 days after the date fixed for bid opening of Second Envelope under Clause 2.16 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
 4. We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 5. We understand that you are not bound to accept the lowest or any bid you may receive.
1. We understand that contract conditions and the time stipulated for execution of tender is 120 days.

Dated this _____ day of _____ 2016

Signature: _____ (in the

Capacity of): _____

Duly Authorized to sign bid for and on behalf of

Place : _____

APPENDIX - A

Format for Letter of Proposal

(On the Letter head of the Bidder)

Date

To,

The Managing Director,
Karnataka Textbook Society®,
No.4, DSERT Building,100 Ft ring Road,
BSK III Stage,
Bengaluru - 560 085.

Sir,

**Re : Implementation of printing and supply of Government School textbooks
in Karnataka**

Being duly authorized to represent and act on behalf of (here in after referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided, the undersigned hereby submits the Proposal for the project referred above.

We confirm that our Proposal is valid for a period of 90 days from (Proposal Due Date)

Yours faithfully,

(Signature of the Authorized Signatory of Bidder)
(Name and designation of the Authorized Signatory of Bidder)

APPENDIX B

**Format for Power of Attorney for Signing of Proposal
(On stamp paper of appropriate value)**

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Implementation of printing and supply of textbooks in Government / aided Schools under Karnataka Textbook society(R) in Karnataka, including signing and submission of all documents and providing information / responses to KTBS, representing us in all matters before KTBS, and generally dealing with KTBS in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us.

For

.....

.....
(Signature)

.....
(Name, Title and Address)

Accepted

.....
(Signature)

.....
(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX C

Details of Bidder

1. Name
2. Address of the office(s)
3. Printing press Address (Place of production):
4. Date of incorporation and/or commencement of business
5. Sales Tax/VAT Registration No
6. Service Tax Registration No
7. Brief description of the Legal Entity including details of its main lines of business.
8. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Legal Entity :
 - d. Address :
 - e. Telephone Number :
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :
9. Details of individual (s) who will serve as the point of contact / communication with The Karnataka Textbook Society® :
 - a. Name :
 - b. Designation :
 - c. Legal Entity :
 - d. Address :
 - e. Telephone Number:
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :

APPENDIX D

**Format for Anti-Collusion & Eligibility Certificate
(On the Letterhead of the Bidder)**

We hereby certify and confirm that in the preparation and submission of our Proposal for the Implementation of printing and supply of textbooks in Government Schools in Karnataka, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

We further confirm that we have not been barred by Education Department, Government of Karnataka/any other State Governments in India/any agencies of GOK, and thereby have not been proven ineligible to bid.

Dated this Day of, 2016

.....
(Name of the Bidder)

(Signature of the Authorized Person)

(Name and designation of the Authorized Person)

APPENDIX E

Format for Performance Bank Guarantee (To be issued by a Nationalized / Scheduled Bank in India)

B.G. No. datedThis Deed of Guarantee executed at by (Name of Bank) having its Head/Registered office at (herein after referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favor of, The Managing Director, The Karnataka Textbook Society(R), (hereinafter referred to as “The Karnataka Textbook Society(R)”) having its office at No.4, DSERT Building,100 Ft Ring Road, Hosakerehalli cross, BSK III Stage, Bengaluru - 560 085, Karnataka State, India, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

A. M/s. a Legal Entity having its registered office at (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid implementation of printing and supply of text books to schools across Karnataka.

B. In terms of **Clause 2.28** of the Tender Document datedissued in respect of the Project, the Bidder is required to furnish to The Karnataka Text book Society(R) an unconditional and irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as Performance Security for the Package Number.....

The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- A. The Guarantor, as primary obligor shall, without demur, pay to The Karnataka Text book Society(R) Bengaluru an amount not exceeding Rs.....(Rupees.....only), within 5 days of receipt of a written demand from The Karnataka Text book Society(R) calling upon the Guarantor to pay the said amount.
- B. Any such demand made on the Guarantor by The Karnataka Text book Society(R) Bengaluru shall be conclusive and absolute as regards the forfeiture of Bid security and the amount due and payable by the Guarantor under this Guarantee.
- C. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of The Karnataka Text book Society(R) Bengaluru is disputed by the Bidder or not.
- D. This Guarantee shall be irrevocable and remain in full force upto **31st March 2018** or for such extended period as may be mutually agreed between The Karnataka Text book Society(R), Bengaluru and the bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- E. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

- F. In order to give full effect to this Guarantee, The Karnataka Text book Society(R), Bengaluru, shall be entitled to treat the Guarantor as Principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement /non exercise/delayed exercise of any of its rights by The Karnataka Text book Society(R), Bengaluru to the Bidder and the Guarantor shall not be relieved from the its obligation under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of The Karnataka Text book Society(R) to the bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- G. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.....

In witness thereof the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Signed and delivered by..... bank
By the hand of Mr/Mrs.....
Its and authorized official.

Appendix F

(Format for undertaking of being a Printer)

Date

To,
The Managing Director,
Karnataka Textbook Society®,
No.4, DSERT Building, 100 Ft ring Road,
BSK III Stage,
Bengaluru - 560 085.

Sir,

We confirm that we have been in the business of printing and supply of books / text books since past _____ years.

Yours faithfully,

(Authorized Signatory)

Appendix G-1

FORMAT FOR STATEMENT OF EXPERIENCE

Name of the Firm.....

Financial Year from 2013-14,2014-15,& 2015-16

Sl.No	Year	Order placed by (Full address of Purchaser)	Order No & Date	Description & quantity of ordered books	Value of order	Date of Completion of delivery		Remarks Indicating reasons for late delivery if any	Has the supply been satisfactory?(Attach a certificate from the Purchaser/C onsignee)
						As per Contract	Actual		

Signature & Seal of the bidder

The above statement shall be supported by

1. A certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.
2. Certificate from statutory auditor certifying date of successful completion of bidder's scope of work in the project and total billings till such date.

Appendix G-2

Format for Statutory Auditor's Certificate for Financial Capability of the bidder

Date

We have verified the Annual Accounts and other relevant records of M/s
..... (Name of the bidder) and certify the following

Rs. In lakhs

Sl No	Particulars	2013-14	2014-15	2015-16	Avg. for 3 yrs
1	Annual Turnover				
2	Net Worth				

Signature and seal of Statutory Auditor

Name

Membership No

Address

Instructions:

For the purpose of this Certification:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Qualification Statement submitted by the Bidder.
4. For the purpose of this Tender document, Net Worth shall mean:

Net Worth = (subscribed and paid up Equity + reserves) - (Revaluation reserves + miscellaneous expenditure not written off)

5. Experience (Financial Capability and Experience) of only the Bidder shall be considered. Experience of associate company/parent company/subsidiary company shall not be considered for qualification purposes.
6. Turnover and net worth of the bidder shall be certified by his statutory auditor who should mention his name, address and membership number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the tax authority.

APPENDIX G-3

Format for Statutory Auditor Certificate for Project Experience of Printing and Supply of Books / Textbooks

Date

We have verified the annual accounts and other relevant records of M/s.....(Name of the Bidder) and certify that M/s.....(Name of the Bidder) had been appointed for the purpose of (name of the project)

We have also scrutinized the documents made available to us for the said project and certify the following years(2013-14,2014-15,2015-16)

Date of commencement of the project	Date of completion of the project	Billings for the bidder from the project (Rs)

Signature and seal of Statutory Auditor

Name

Membership No

Address

Appendix H
Format for Infrastructural Capabilities

Sl No	Machinery / Other requirements prescribed by the purchaser	Qty / Unit	Machinery / Other requirements offered by the printer.	Qty / Unit	Production capacity per hour(For No.,of Pages)
Pre-Printing machinery					
1	Computer to Plate making plant with processor capable of making plates Double Crown, A-1 and such similar sizes or Plate exposing system with processor capable of making plates Double Crown, A-1 and such similar sizes <i>(Note: Since it is single colour books the plates can be made by taking tracing sheet output are also acceptable)</i>	One Unit			
Printing machinery					
1	Single or multi printing unit web offset machine with a minimum cut off 508 mm, reel width 760 mm or more, with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 10,000 cycles per hour Or Single Colour sheet fed printing machines with a production speed of about 5000 SPH, with a printing format of atleast 20X30 inches. <i>(Note: if for any reason like bigger format or both sides printing etc., the requirement of number of units will be proportionately less.)</i>	One Unit			
2	Four colour sheet fed CPC offset printing machine with a Sheet size of 485mm X 660mm (19"x26") or above ,capable of printing on Boards of at least 220 GSM. <i>(Note: Optional since the only cover pages are to be printed this service may be outsourced. If so on MOU with the firm possessing the 4 colour printing machine shall be provided)</i>	One Unit			
Binding and Finishing Machinery					
1	Fully automatic stand alone perfect binding machine of minimum 6 clamps	One Unit			

	with 2000 cycles per hour OR equivalent productivity or more. (Note: required to achieve at least a production of at least 15,000 books per shift.)				
2	Fully automatic 3 side cutting machine capable trimming books of crown 1/4 th size on 3 sides at a time. (Note: It is essential to trim the books in a three side trimmer to achieve the speed and correct right angles at the corners.)	One Unit			
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) (Note : Required to cut the Cover Boards etc.)	One Unit			
4	Offline UV varnishing system. (Note : If the four colour printing machine is equipped with inline coating system this machine is not required.)	One Unit			
5	Fully automatic folding machine capable folding sheets in the size of Double Crown to crown 1/4 th size (Note : Required only for the sheet fed printers)	Two Units			
Manpower, Factory and Storage Space					
	The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line. The plant shall be well planned and is required to be in easily accessible location. It is expected to be laid out in an area of about 5,000 sq feet to have easy and safe movement of the materials. The storage space shall be at least another 5,000 sq feet covered area for the safe storage of finished goods as well as to stock the paper.				
OTHERS					

Signature

(Name and designation of signatory)

Note :

- 1) The bidder shall submit APPENDIX-H in affidavit.
- 2) The Specifications mentioned above are at minimum configurations expected ,but Superior Machinery in the similar class are also acceptable. However, decision of the Purchaser in this regard shall be final and binding.

APPENDIX - I
(Cover 1)

Bidder Declaration regarding his capacity
(On the Letter Head)

I (firm name) Here by declare that

1. I have(No's) of Sheet fed offset Printing machines and
(No's) of Web Offset Printing machines.
2. I can printpages/hour in Single or multi printing unit web offset
I can printpages/hour in Web Offset
3. I can bind.....copies/hour
4. I can supply a total of _____ lakh textbooks , belonging to _____
number of packages and supply to 204 Blocks within 120 days from the next date of
purchase order.
5. The supplier shall submit dummy as per the time schedule mentioned in the tender
document.

Specifications & Time Schedule as mentioned in the tender document

Bidder
Authorized Signatory

APPENDIX J
(Cover 2)
TENDER FORM & PRICE SCHEDULE

PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID/ SECOND COVER

To
The Managing Director,
Karnataka Textbook Society ®
No.4, 100Ft Ring Road, Hosakerehalli,
BSK 3rd Stage, Bengaluru – 560085.

Sir,

Having examined the bid Documents including Addenda No: _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to quote the rates per page towards printing and supply of School Text Books. Price quoted is all inclusive. Price shall be indicated to a maximum of **04 decimals**.

(Signature of the Printer)
(Authorized Signatory)

Preference 1

- A. Name of the Printer :
- B. Package No. quoted :

Paper Quality: 60GSM and Book Size:1/4th Crown

Sl.No	Class	Title Code	Title Name	Colour/Other specifications	Rate per page in Paise in digits shall be inclusive of all. Price shall be indicated to a maximum of 04 decimals

Total No of Titles under the package

Place :
Date :

Signature of Printer
with address and Seal

Preference 2

- A. Name of the Printer :
- B. Package No. quoted :

Paper Quality: 60GSM and Book Size:1/4th Crown

Sl.No	Class	Title Code	Title Name	Colour/Other specifications

Total No of Titles under the package

Place :
Date :

Signature of Printer
with address and Seal

CONDITIONS:

1. If our bid is accepted, we will have to abide as per the stipulated Terms & Conditions to supply of school books to all the Block Educational Offices in the State.
2. If our bid is accepted we will furnish Performance Bank Guarantee separately for each package as per terms.
3. We agree to abide by this tender for bid validity of 90 days after the date fixed for opening of Second Envelope.
4. We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988".
5. We understand that you are not bound to accept a lowest offer that you may receive.

Dated this day of 2016

Signature

(Name and address of the Tenderer with seal)
(In the capacity of duly authorized to sign the Tender for and on behalf of)

Tender / Bid Validity:

The Tender is valid for a period of 90 days from the date of opening of Tender.

Dated this day of 2016

Signature:

(Name and Address of the Tenderer with Seal)
(In the Capacity of) :

Duly authorized to sign the Tender for and on behalf of

Appendix K

(Format for undertaking of work completion)

Date

To,
The Managing Director,
Karnataka Textbook Society®,
No.4, DSERT Building, 100 Ft ring Road,
BSK III Stage,
Bengaluru - 560 085.

Sir,

We hereby confirm that the printing and supply of textbooks will be completed within the scheduled time given in the tender document of Karnataka Text Book Society 2017-18.

In case if I/We fail to print/supply the given text books. I/We shall pay the penalty according to the terms and conditions of the tender and we are bound by the same in all respects.

Yours faithfully,

(Authorized Signatory)

Appendix L

(Declaration by Bidder)

Date

To,
The Managing Director,
Karnataka Textbook Society®,
No.4, DSERT Building, 100 Ft ring Road,
BSK III Stage,
Bengaluru - 560 085.

Sir,

I/We.....here by declare that I/We have fully read the tender document dated.....and have understood the contents and the meaning of all the terms and conditions.

Accordingly I here by signing the above declaration and abide by the same.

Yours faithfully,

(Authorized Signatory)

Appendix-M

Penalty for deviation in the quality

Of Paper

Sl.No	Property	Specification	Penalty percentage on total order value
1	Substance	60 GSM +/- 1%	For every 1% deviation a penalty of 2% of the value of the lot .
3	Brightness	80 Minimum	Each unit deviation 0.5 % of the value of the lot.
4	Opacity	85 Minimum	Each unit deviation 0.5 % of the value of the lot.
5	Smoothness	200 on Top Side and 250 on wire side	For each 10 units deviation 0.5 % of the value of the lot.

220 GSM Ard Board of Industry Standards.

Sl.No	Property	Specification	Penalty percentage on total order value
1	Gloss	75% Minimum	Each 5 unit deviation 0.5 %
2	Bulk	1.0 cc/gm, Minimum	For Each 0.05 units Deviation 0.5 % of the value of the Lot.
3	Textile index	CD: 20 minimum MD: 30 minute	Each unit deviation 0.05
4	Substance	220 GSM +/- 4%	For every 1% deviation a penalty of 2% of the value of the lot .

Printing Quality

Sl.No	Defect	Penalty
1	Misregistration with readability and understandable pictures	5% of the value of the lot
2	Inking, Legibility, Offsetting, smudging, tilting, scumming, slur, ragged printing, non uniformity in ink	3% of the value of the lot

Size of the book:

Sl.No	Defect	Penalty
1	The required book size is 18.3X24.5 cms. Any change in the size will be quantified in to the reduction in total weight of the paper and the penalty will be charged accordingly	Two times the value of the cost of the reduction in weight of the paper
2	Cross cutting	3% of the value of the lot
3	<u>Rough cutting</u>	1% of the vlaue of the lot

Binding Quality:

Sl.No	Defect	Penalty
1	Cross folding, Cross cutting,	2% of the value of the lot
2	Rough cutting	1% of the value of the lot
3	Improper cover adhesion, Cavity spines, Chip out at the edges	2% of the value of the lot
4	Pages peeling off, No adhesive running	Out right rejection and 150% of the value of the lot

Quality of the U V Varnish

Sl.No	Defect	Penalty
1	Less gloss, non uniformity	0.25 % of the value of the lot
2	Less than 3 gsm	0.5% of the value of the lot

Appendix-N

BANK SOLVENCY CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing. If the contract for this work, namely.....(name of the work) is awarded to the above firm,we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet the working capital requirements for executing the above contract.

Senior Bank Manager,
(Seal & signature)
Name of the Bank,
Address:.....

Appendix-O

PROFORMA OF CHALLAN

(NAME & ADDRESS OF THE BIDDER)

Challans no:

Work Order No:

Date:

Name of the Districts.....

Sl.No	Class	Title Code	Title Name	No of Books Ordered	No of Bundles supplied	No of Books Received	Date of receiving	Balance books yet to receive

Note:

- 1.Challans will be printed in A4 Size only for maintaining the uniformity.
- 2.Receiving column will be filled up by the BEO/Person in charge only.
- 3.Number of textbooks received by the BEO/Person In Charge has to written in words & Figures in their own handwriting.
- 4.The Delivery Challan shall be in the approved coloured formats only i.e. White for free & Yellow for Sale Category.

Signature of:

Signature & Stamp of:

Representative of Supplier:

BEO/Person In-Charge

Full Name:.....

Full Name:.....

Date:

Date:

Mobile No:.....

Mobile No:.....

Appendix-P for Schedule –B

STATEMENT SHOWING PACKAGE WISE EMD, TURNOVER & SOLVENCY

SL.NO	PACKAGES	EMD AMOUNT in Rs.	Annual Turnover in Rs.	Solvency Amount in Rs.
29	PACKAGE NO 29	227000	30222000	11333000
30	PACKAGE NO 30	304000	40515000	15193000
31	PACKAGE NO 31	160000	21377000	8016000
32	PACKAGE NO 32	265000	35272000	13227000
33	PACKAGE NO 33	301000	40185000	15069000
34	PACKAGE NO 34	228000	30347000	11380000

**Sd/-
Managing Director
Karnataka Text Book Society®**