



GOVERNMENT OF KARNATAKA
DEPARTMENT OF PUBLIC INSTRUCTIONS
KARNATAKA TEXT BOOK SOCIETY®

Tender-08

For the Printing & supply of **Four Colour**
(Goods Contract Tender)

Tender Document
(2-Bids System)

2019-20

Tender through e-procurement
For the Printing and Supply of Class-1 for Students studying in selected 1000 schools
Located within the State of Karnataka

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: mdklbs.tender@gmail.com
Website: www.schooleducation.kar.nic.in
e-procurement portal: <https://eproc.karnataka.gov.in>
Help line: 080-23010900/080-38013000

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Sd/-
Managing Director
Karnataka Text Book Society®



GOVERNMENT OF KARNATAKA
DEPARTMENT OF PUBLIC INSTRUCTION
KARNATAKA TEXT BOOK SOCIETY ®

Phone: 080 – 26422238, 26422245,

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No:A7/KTBS/Rajya.Patya/NCERT.TB/109/2018-19

No. 4, DSERT Building, 100 Feet Ring Road

Hosakerehalli, Banashankari 3rd Stage

Bengaluru – 560085

Dated: 30/04/2019

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, Puducherry, Kerala & Goa, to print and supply of **03** titles of about **1.20lakhs** to specified destinations mentioned in the document located within the State of Karnataka for the Academic year 2019-20.

E-procurement portal address : <https://eproc.karnataka.gov.in>
Portal Help line : **080-230109000/ 080-38013000**

Text Books for selected **1000 government school** students studying in **Class-1** to be printed and transported to specified destinations are grouped under package number-**146**.

Tender Notification No.	Notification Date	Particulars		
No:A7/ KTBS/ Rajya. patya/NCERT .TB imp/109/2018-19	30.04.2019	Pkg. no	EMD in thousand	Value of the tender in lakhs
		146	68	34.3
Package 146 contains the Text books, to be printed in the size of 1/4 th crown and in four colour(both text pages as well as Cover pages).				

- Detailed tender document is available separately in the e-portal and are also published for reference in the department website www.schooleducation.kar.nic.in.
- The last date for submission of Tender is **08/05/2019** before **17.30 hrs.** The pre-qualification bids (Technical bid) will be opened online on **10/05/2019** at **10.00 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.

BID SCHEDULE



GOVERNMENT OF KARNATAKA

Office of the Managing Director ,The Karnataka Text Book Society ^(R),No. 4, DSERT Building,
100 Feet Ring Road, Hosakerehalli, Banashankari 3rd Stage, Bengaluru-560 085

Phone Nos. 080-26422238, 080-26422245 FAX: 26421299

BID SCHEDULE FOR PRINTING AND SUPPLY OF **SINGLE COLOUR (ROYAL BLUE)** TEXT BOOKS
TO SPECIFIED DESTINATION WITHIN KARNATAKA STATE
(Two Bid system)

Sl. No	Particulars	Particulars
1	Bid Reference	No:A7/KTBS/Rajya.Patya/NCERT.TB/109/2018-19 Dated : 30/04/2019
2	Online Availability of Bid Document	01/05/2019
3	Bidding document available on the site till	01/05/2019, 17.30 hrs
4	Last Date for submission of Bids	08/05/2019, 17.30 hrs
5	Pre bid meeting	04/05/2019, 15.00hrs
6	Time and Date of opening : Technical Bid Financial Bid	10/05/2019 , 10.00 hrs On or after 14/05/2019 , 10.00 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.

- Bids must be accompanied by bid security (EMD) 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.
- The opening of financial bid date mentioned above is only tentative. Actual bid will be opened only after finalization of technical bid.

Sd/-
Managing Director
Karnataka Text Book Society®
Bengaluru

A BRIEF DESCRIPTION

INTRODUCTION

- 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.
- The objective of the Society is to provide quality Textbooks to Primary and Secondary School students across the state of Karnataka in accordance with the Rules.
- 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 Samagra Shiksha Abhiyana (SSA), Karnataka.
- Sale Textbooks are provided to all students of unaided schools in Karnataka.
- As per the Government and Department Directions Other Supporting Learning and teaching materials will be printed and supplied as per the requirement.
- **This is a tender for printing and supply of Text Books for the students studying in class 1 in Selected 1000 Government schools within Karnataka state, under free category for the academic year 2019-20.** This tender contract validity is up to **31st October 2019** or till finalization of the tender for the printing and supply of Text Books for the next academic year, whichever is earlier. Rates quoted or accepted rates are valid for tender validity period.

SCOPE OF WORK

- **About 40,000** children are studying in class 1 in selected 1000 Government schools across Karnataka State. These will be distributed to the students free of cost during the academic year 2019-20. About **1.20** lakhs of Text Books are required to be printed and supplied to the specified destinations as mentioned in the document i.e., in **Section-9**, who in turn has to distribute well in time to the schools in their jurisdiction.
- 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 hitherto called as DPS**. These to be Print and supply under Free Category to BEO's as mentioned in **Section-9** after getting quality certification by the officers appointed by DPS.
- 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 till the completion of the work and intimate the same to the purchaser along with the contract agreement.

1.3 DOCUMENTS

The tender document has been divided into different sections as mentioned in the Index.

SECTION – 1

INSTRUCTION TO BIDDERS

1.1. INTRODUCTION AND BACKGROUND

- 1.1.1 Government is distributing These Text Books in free category to the students studying in Class-1 of selected 1000 Government schools across the state of Karnataka.
- 1.1.2 In pursuance of this objective, the Karnataka Textbook Society®, Government of Karnataka invites open tenders from interested parties for the printing and supply of free category of Text Books to **DDPI (Development)** as per Distribution points mentioned in **Section-9**. Interested Printers (“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 Contract form is given in **Appendix-18** of this document.
- 1.1.5 The Successful Bidder would be required to print and supply These Free category Text Books to **DDPI(Development)** located within state of Karnataka as specified in **Section-9** in accordance with the terms and conditions laid down for further distribution by them.
- 1.1.6 The period of the contract shall be up to **31st October 2019** or till finalization of the printers for the next academic year printing, whichever is earlier.
- 1.1.7 Upon satisfactory completion of the printing and supply of the 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 Bids) to be submitted 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

Scanned images of the Documents listed under clause 2.9.1 of **section-2** of this document should be uploaded as part of the technical bid on e-procurement portal. No information related to financial bid should be uploaded /mentioned under technical bid. In case, any such information relating to financial bid is found in the technical bid document, such bid will be rejected without any consideration.

Earnest money deposit

Earnest money deposit (EMD) should be paid through **e-payments, credit card, direct debit (internet banking) or NEFT (National Electronic Fund Transfer)**.

Financial Bid:

The Tender Form and the Price Schedule which **form** the Financial Bid it shall be submitted online in the provided manner. **No additional document is to be uploaded in this regard.**

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 as mentioned in **Section 4** for the price bid. The successful price bidder shall be declared as the *“Eligible Bidder.”*

- 1.2.3** The tenderer shall submit samples of the Paper from at least two mills for the Text Printing and Boards for the Cover Printing to the Assistant Director, Karnataka text Book Society before the last date of bid submission and the **acknowledgement for having submitted the samples shall be uploaded as one of the technical documents**. Samples are to be packed in separate covers duly indicating name and address of the tenderer on the sealed cover and on all the samples. Non submission of sample papers and uploading of the acknowledgement in technical bid shall be categorically rejected. The samples shall bear the manufacturers name, brand, GSM etc., and compliance report to technical specifications prescribed or a mill test report of the respective sample. Extract of specifications from the Website is also acceptable. The Tenderers are bound to use the same brand and make of the paper as per samples provided unless there are valid reasons like closure of the Mill, Non availability of the said brand etc. Any such deviation shall be only after obtaining the permission from the purchaser.

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 **08-05-2019**, before **17.30hrs**.

1.5 OFFICIAL COMMUNICATION FROM KTBS

- The official communication from KTBS to the bidders will be in any mode such as through post, courier, or E-mail.
- E-mail communication from e-mail ID of KTBS i.e., **mdktbs.tender@gmail.com** should be treated as official communication.

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, Puducherry, 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 required standards to fulfill the requirements of the tender.
- 2.1.4 The Legal Entity should have been registered as printer under Factories Act and shall have separate valid and legal factory registration certificate for each place of production. **The Factory Registration shall be renewed up to tender validity period** and shall also have registrations under Goods and Services Tax Act in their respective States in India; and all other legal and statutory Registrations to fulfill the requirements of this Tender
- 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, Puducherry, Kerala and Goa.
- 2.1.6 The Legal Entity should have achieved an average annual turnover of Rs.40.00 lakhs in the Preceding 3 years i.e. 2015-16, 2016-17and 2017-18.
- 2.1.7The 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.
 - A Partnership Firm shall submit Partnership Deed.
 - A ownership shall provide Proof of Ownership of a Printing Press as per the criteria Prescribed and their location within the states of India
- 2.1.8 Any Entity which has been barred by the Education Department, Government of Karnataka (GOK), any other State Governments (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-4**(Format for anti-collusion certificate).
- 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 is eligible to quote for the package, as per his production capacity. The tenderer who have been awarded the production and supply of school Text Books (In tender-1& Tender-2)

shall participate in this tender only if they have any spare capacity. Details of package information are shown in **Section-10**.

2.3.3 Work will be allotted as per the terms at the sole discretion of the purchaser. As referred in clause 2.3.2, it shall be decided based on the assessed capacity, present year work load, present and the previous year performance of the tenderer and the same will be binding on the bidder.

If the bidder bids beyond (more than) his capacity and subsequently backs out of the tender on his own after opening the financial bid and the same bidder happens to be L1 in the package, in such circumstances the package may be offered to L2 bidders or to capable printer with or without negotiation to take up the work at L1 rate. If the L2 or any other capable bidder does not agree to take up the work at L1 rates, the purchaser may penalize the L1 bidder. The Penal charges shall be worked out considering the difference in L1 rate with respect to L2 or any other negotiated/accepted rates. It is left to the discretion of the tender accepting authority to take such decision as may be deemed fit. The same will be binding on such bidder.

2.3.4. A bidder is entitled to bid as per his production capacity. Work will be allotted as per clause 2.3.3 to the bidder for which he becomes L-1.

2.3.5. What may contain in the preceding clauses, the tender accepting authority may allocate package as prescribed under 2.3.2 based on the assessed production capacity of the bidder. It is left to the discretion of the tender accepting authority to take such decision as may be deemed fit. The same shall be binding on such bidder.

2.3.6. Number of Text Books to be printed under the Package **146** as shown in **Section-10** is provisional and indicative and actual numbers of Text Books to be printed and supplied will be as provided in the Purchase Order and the Distribution List. The number of pages in a book is all indicative.

2.3.7. Number of Text Books to be printed may go up by about 25% or get reduced by about 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.

The accepted rates in the tender shall be valid up to **31st October 2019** or till finalization of the bidder for the same work in the coming academic year, whichever is earlier. The contract between the bidder and the KTBS will be valid till **31st October 2019** or till finalization of the bidder for the next academic printing tender, whichever is earlier. The bidder shall be binding to execute the additional orders within the stipulated time frame mentioned in the work order. The time frame for the additional order may be arrived by mutual consent of the Purchaser and a printer.

2.3.8. Details of number of Text Books to be supplied to each destination shall be provided along with the Purchase order in Distribution list.

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 office of the **DDPI (Development)** related to the schedule of requirement as shown in **Section-10** in this tender and ascertaining for himself the location, surroundings or any other matter considered relevant. Schedule of place of delivery is shown under **Section-9** 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 about 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 uploaded in the manner as mentioned in 2.9.1 in e-portal. If the documentary proof is not uploaded for any 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 blacklisted and his EMD will be forfeited. 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. CLARIFICATIONS

2.6 CLARIFICATIONS/AMENDMENTS / ADDENDA OF TENDER DOCUMENT

2.6.1 A prospective Tenderer requiring any clarification about the tender document 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 e-portal no later than **4** 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, or corrigendum (or) both

2.6.3 Any Addendum or corrigendum (or) both thus issued will be hosted on the e-procurement website.

2.6.4 In order to provide the Bidders a reasonable time to examine the Addendum, (or) corrigendum (or) both 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, will 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 i.e., Earnest Money Deposit (**EMD**) as mentioned in the Tender notification sheet. The bidders who are willing to participate shall pay EMD amount. The Bid Security shall be kept valid for at least **90** 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) and Tender processing fee should be paid through **e-payments, credit card, direct debit (internet banking) or NEFT (National Electronic Fund Transfer)**.

- 2.8.3. (a) 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.
- (b) Every successful bidder shall submit a performance security of **5%** of Package Value as Mentioned in L.O.A & in Clause 2.28.
- (c) The Bid Security (EMD) submitted by the Successful Bidder shall be refunded only after getting the confirmation of performance security from the concerned authorities.

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 the following document: Non-submission of any of the documents may lead to disqualification and is at the discretion of Purchaser i.e. with KTBS.

- 2.9.1. Bidder should upload the following documents in the e- portal in the same manner as mentioned below and file name should only be specified as mentioned below.

Qualification Documents–Technical Qualification documents shall consist of the following:

Sl.No.	File Name	Document description
1	GST Registration Certificate	GST Registration Certificate. (Scanned Image)
2	Annual VAT/GST Returns	VAT/GST Returns as filed before the proper authority. Annual VAT/GST returns filed for the preceding three years i.e. for the years 2015-16, 2016-17 and 2017-18. (Scanned Image)
3	Latest GST Returns	Latest monthly GST returns (Scanned Image)
4	PAN Card	PAN Certificate. (Scanned Image)
5	IT Returns	Acknowledgement of IT returns filed for the preceding three years i.e. for the Assessment years 2015-16, 2016-17 and 2017-18. (Scanned Image)
6	Factory Registration Certificate	Registration certificate Under Factories Act Which is Valid and Renewed up to tender validity period. (Scanned Image) (If this certificate is in any language other than English then translated English version should be uploaded)
7	Tenancy agreement	Copy of the title deed or lease agreement in support of ownership / Tenancy of infrastructure facilities like building , Go-down etc., declaration has to be submitted in this regard having details such as validity period of the agreement availability of space in sq feet should be mentioned and duly signed by the CA (Scanned Image)
8	Address and contact person.	Copy of the address and official e-mail ID, Contact person's names, their status in the organization and their phone numbers.
9	GST	Declaration about the rate of GST included in the price proposal.
10	Certificate of Incorporation / Legal Entity	Certificate of Incorporation or equivalent or a declaration about the constitution of the firm. / Copy of the documents as required under clause 2.1.7 (Scanned Image)

11	Bid security	Declaration having Paid the Bid Security (EMD) in provided format.
12	Proof of Ownership	Proof of Ownership of the machines owned (invoice or declaration by the CA)
13	Being a Printer	Registration Certificate issued by a Labor Department/competent authority certifying that the firm/companies business as Printer/Web offset Printing as required under clause 2.1.1, 2.1.2 and 2.1.5
14	Minimum Billing	Billing of at least Rs.10,00,000/- (Ten Lakhs only) from a single project of printing and supply of books/textbooks during any one year of these 3 years i.e., 2014-15,2015-16 & 2016-17.As required under clause 3.1.1. (Only copy of Invoice to be uploaded)
15	Audited Financial Statements	Audited annual financial statements of the Bidder for the last three (3) completed financial years i.e., 2015-16, 2016 -17& 2017-18. As required under clause 3.3.3
16	Appendix - 1	Power of Attorney, authorizing the signatory of the Proposal to commit on behalf of the Bidder
17	Appendix - 2	Letter of Proposal
18	Appendix - 3	Details of Bidder
19	Appendix - 4	Anti-Collusion Certificate
20	Appendix - 6	Undertaking of being a Printer
21	Appendix - 7	Statement of Experience
22	Appendix - 8	Statutory Auditor's Certification of Financial Capability or A declaration as mentioned in the Clause 3.3.3 of Section 3
23	Appendix - 9	Statutory Auditor's Certificate for Project Experience of Printing and Supply of books for the following years 2015-16, 2016-17 and 2017-18.
24	Appendix - 10	Qualification Proposal to establish infrastructural capability
25	Appendix - 11	Bidder declaration regarding his capacity on the letter head of a printer.
26	Appendix - 12	Declaration of work completion.
27	Appendix - 13	An oath for having read the document.
28	Appendix - 19	Bid form.
29	Declarations	Letter of acceptance for Appendix-14, Appendix-16, Appendix –18 and Furnishing the information as per Appendix-15, Appendix -17 and abide by the conditions mentioned at appropriate time during the Contract Period.
30	Acknowledgement	Regarding submission of Sample paper
31	Rate of GST	Declaration regarding % of GST included in the price quoted.

2.10 PRICE PROPOSAL

2.10.1 Price Proposal shall consist of;

- a) Price Proposal is required to be submitted online in the formats available in the **e-portal**.
- b) The bidders can quote their lowest quote for the package and Prices should be inclusive of printing of text pages, cover page printing, Varnish/lamination, binding, packing cost, transportation cost, transit insurance, all taxes and 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 to be L1 then bidder shall be penalized in accordance with the provisions available in the previous clause 2.3 of this document
- d) The rates quoted in the e-portal only prevail.

- e) The rates quoted shall be firm during the contract period and shall not be varied for whatsoever reason. **However any increase in the statutory levies will be compensated by the purchaser and similarly any reduction shall be to the credit of the purchaser.**

2.11 VALIDITY OF PROPOSAL

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

2.12 EXTENSION OF VALIDITY OF PROPOSAL

In exceptional circumstances, prior to expiry of the original time limit, the purchaser may request the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by e-mail. 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.

2.13 FORMAT AND SIGNING OF PROPOSAL

- 2.13.1 The Bidder would provide information in the prescribed format 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 Bids online, namely,
- a) Technical Bid, consisting of the details mentioned in **section 2** of this tender document
 - b) Price Bid, consisting of the Bidders quoted rate inclusive of all statutory taxes being the financial proposal for the project.

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 in the order wherever 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.
- 2.14.3 The tenderer shall submit the Samples of Paper and Board to the Karnataka Text Book Society, As explained in Clause 1.2.3.

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 within the last day and time specified for submitting the bid.

D. EVALUATION OF PROPOSAL

2.17 PROPOSAL OPENING

- 2.17.1 **KTBS** would open the bids on online platform only, 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 2.16** 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.
- 2.17.4 To assist in the examination, evaluation, and comparison of Proposals, **KTBS** may utilize the services of consultant(s) or advisor(s)

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 within Proposal Due Date including any extension there of pursuant to Clause 2.15
 - b) Is accompanied by the documents as mentioned under 2.9.1 and 2.10.
- 2.19.2 The purchaser may waive any minor informality or non-conformity or irregularity in a Tender which do not constitute a material deviation?
- 2.19.3 **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 2.19 above (Document verification). All Proposals found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in Section-3 (Infrastructure verification).
- 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 i.e., financial evaluation

2.23 PROPOSAL EVALUATION: PRICE BID

Price Proposal of only the **Technically Qualified Bidders** would be opened and evaluated as per Process set out in **Section 4** 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/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 ACCEPTANCE LETTER AND EXECUTION OF AGREEMENT

- 2.27.1 Within **3** days 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 7 days** 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 favor of "The Managing Director, Karnataka Text Book Society, Bengaluru",

for a sum equivalent to **5%** of the package value allotted to the successful bidder within **7** days from issue of Letter of Acceptance (LOA). The performance bank guarantee should be valid till **30th November 2019**.

2.28.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.28.1 shall constitute sufficient grounds for the annulment of the purchase order 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, forfeit of EMD and **blacklist of the bidder**.

SECTION 3

QUALIFICATION CRITERIA

3.1 EVALUATION PARAMETERS

3.1.1 The Bidder's competence and capability is proposed to be established by the following parameters based on the documents provided by the bidder as per clause 2.9 of this tender document.

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 at least Rs.10,00,000/- (Ten Lakhs only) from a single project of printing and supply of books/textbooks during any one year of these 3 years i.e., 2015-16, 2016-17 & 2017-18.

The bidder should have **3** years of experience in printing of books. The Bidder shall furnish evidence to support its claim as per **Appendix – 7**.

3.2 INFRASTRUCTURE CAPABILITY REQUIREMENTS

Sl.No	Category and the Description of the machinery prescribed	Quantity
Pre-Printing machinery		
1	Shall own or have an MOU with any other organization possessing Computer to Plate making plant with processor, capable of making plates Double Crown, A-1 and such similar sizes	one unit
Printing machinery		
1	Four colour web offset machine with a minimum of 508 mm. cut-off, reel width of 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
2	Four colour sheet fed CPC offset printing machine with a Sheet size of 485mmX660mm (19"x26") or above capable of printing on Boards of at least 220 GSM.	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 production 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
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) <i>(Note : Required to cut the Cover Boards etc.)</i>	one unit

4	Offline or inline UV coating machine May be owned or shall have an MOU with an organization having such infrastructure	one unit
5	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute. or section sewing machine/machines capable of stitching at least about 25,000 books per day	Three units or machines with capacity of stitching 25,000 books per day

Manpower, Factory and Storage Space

Manpower:

- The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.

Factory and Storage Space:

- 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 and for quality checking.

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. The cutoff of the web machine has been fixed to ensure that the books can be produced with stipulated sizes without any difficulty. If any printer has a machine with a cut off that can produce double parallel fold etc shall have to establish to the satisfaction of the Purchaser that he can produce the books without compromising on the dimensions.
- c. 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. It is provided to outsource the operations of plate making and UV coating since the volumes are less. However, the bidder shall have an MOU with firms who do own the infrastructure mentioned above.
- d. 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 certificate shall mention, in the certificate so issued, his name, address, membership number and the documents he has verified to issue the certificate.
- e. A perfect binding machine with the same output 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.
- f. Binding process includes side pinning/Section sewing and then perfect binding. To execute this binding process satisfactorily the wire stitching machine becomes essential therefore the said machine has been included in the required infrastructure. Wherever the printer has the facility to section sewing which technology is considered superior to side pinning, they may use the same. Since the capacities of section sewing and pinning machines vary from Brand to Brand,

Specifications, no of heads etc., the capacity is more important than the number of the machines.

- g. With an objective of eliminating plastic as much as possible in books and make them eco friendly UV coating has been introduced a couple of years ago and in addition to BOPP film Lamination was also allowed. However now most of the printers are equipped with UV coating and also since there are organizations that are doing job works for UV coating in this tender the **lamination is totally eliminated**. Also it may be noted the suppliers shall do only UV coating and not ordinary aqueous varnish as the former is superior and imparts better strength to the cover.

3.3 FINANCIAL CAPABILITY

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

FINANCIAL CAPABILITY IN TERMS OF

- i. Annual sales turnover.

The Bidder shall furnish evidence to support its claim as per **Appendix – 8** 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

SI No.	Financial Capability Criteria
1.	Average annual turnover of at least Rs.40, 00,000/- (Rupees Forty lakhs only) in the preceding three years i.e. 2015-16,2016-17&2017-18 .

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.

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

3.4 QUALIFICATION CRITERIA FOR FINANCIAL CAPABILITY

3.4.1 For the purpose of Qualification the Bidder is required to demonstrate the infrastructure and financial capability as set out in 3.2 and 3.3 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 Experience Criteria infrastructure 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 financial bid evaluation will be done Based on the number of copies required to be printed and the rate per page quoted. The cost of production will be calculated and Lowest Rate (L1 Rate) will be determined based on the lowest total cost of production. 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 In the event that two or more Bidders have been ranked L1, **KTBS** may;

- a. Consider Technical evaluation including Capacity Evaluation.
- 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.

4.2.4 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.

4.2.5 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 in **Section-1** of the Tender document; the same has been reproduced hereunder.

BID SCHEDULE

Bid schedule for printing of four colour Text Books mentioned in **package no-146** in **Section-10** and supply to Specified destinations as mentioned in **Section-9** in **Two Bids** system

Sl. No	Particulars	Particulars
1	Bid Reference	Notification No:A7/ KTBS/Rajya.Patya/NCERT .TB/109/2018-19 Dated: 30/04/2019
2	Online Availability of Bid Document	01.05.2019
3	Bidding document available on the site till	01.05.2019 , 17.30 hrs
4	Last Date for submission of Bids	08.05.2019 , 17.30 hrs
5	Pre bid meeting	04.05.2019 , 15.00hrs
6	Time and Date of opening : Technical Bid Financial Bid	10.05.2019 , 10.00 hrs On or after 14-05-2019 , 10.00 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.

- Bids must be accompanied by bid security (EMD) 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.
- The opening of financial bid date mentioned above is only tentative actual bid will be opened only after finalization of technical bid.

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 Text Books**" means print and supplied class-1 English reader, EVS and Mathematics for the selected 1000 English medium schools which the Supplier is required to supply to the Purchaser under this Contract;
- (e) "**Services**" means services rendered to **DDPI (Development)** in case of text books printed and supplied under this tender inclusive of transportation, insurance, and any other incidental cost.
- (f) "**GCC**" mean 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 Text Books under this Contract.
- (k) "**The Government**" means the Government of Karnataka.
- (l) "**DDPI(Development)**", means Principal, District institute of education research and training (DIET) an authority to which the Text Books are to be supplied.
- (m) "**Deputy Director for Public Instruction**" means the DDPI(administration).
- (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 ®, Bengaluru, Karnataka.
- (s) "**Tender Scrutinizing & Evaluating authority**" means Authority as constituted by the Managing Director , 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 **03** days/ 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.
- (w) "**LOA**" means Letter of acceptance given by the Printer to purchaser by accepting purchaser proposed rates and conditions.

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, the authoritative standard appropriate to the Text Books will apply.

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 as 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 (**Prepress materials**) to the Purchaser on completion of the Supplier's performance under the Contract.
- 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

NCERT is the original copyright holder for English and Mathematics, The Managing Director, The Karnataka Text Book Society® has taken the copyright from NCERT for the said . Since these books are supplied to selected 1000 English medium schools run by Education department, Government of Karnataka.

Mathematics is published in Bilingual (Kannada and English) for the easy understanding by the students.

The Managing Director, The Karnataka Text Book Society® is the copyright holder for EVS Text Book and it is also published in bilingual (Kannada and English).

Text Books printed under this Tender are to be supplied only to the Publisher, 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 using the Diaries.

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 inner cover page, with prior approval from the copyright holder.

6.6 PERFORMANCE SECURITY

- 6.6.1 Within **07** days of issue of the LOA, the Supplier shall furnish performance security, as mentioned in 2.28. The performance bank guarantee should be valid covering a period of up to **30th November 2019** and enter into an MOU with KTBS as per the contract form specified in

Appendix-18 of this tender document.

- 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 **30th November 2019** or 30 days after the **Contract Validity**, whichever is earlier, subject to the fulfillment of all performance obligations under the contract.
- 6.6.4 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract.
- 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 or to test and 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 Books 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 or any other facility as decided by KTBS.
- 6.7.3 If the inspected or tested Text Books /formes of the fail to conform to the specifications, the Purchaser may reject such quantity of Text Books /formes and the Supplier shall either replace the rejected 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, Varnish and Dispatch of from time to time. If the bidder /printer fail to provide the necessary information regarding the progress to the authorities, at the time of inspection, KTBS has all the rights to take necessary action against the bidder on the basis of the report by the authorities. In case any 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 wherever necessary, and reject the Text Books after the free category of Text Books arrived at office of the **DDPI(Development)/Block Education Office (BEO) /school level** shall, in no way, be limited or waived by reason of the Text 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 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 Godans 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 Section-8 .

6.8 OPERATIONAL CHARTS

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

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

6.9 PACKING & SUPPLY

6.9.1 The Supplier at the time of delivery of Text Books shall give proper account of supply to the concerned **DDPI (Development)** by bundling the Text Books in the number of **40 books** in each bundle only.

6.9.2 The Supplier after the satisfactory delivery of Text Books to the concerned **destinations** shall obtain due acknowledgement from the **DDPI (Development)** or his authorized representative and submit the same along with Bills for payment. The Supplier shall provide such packing of the Text Books as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

6.10 DELIVERY AND DOCUMENTS

Delivery of the 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

Under this Contract the Supplier is required to transport the **free category** of Text Books to the specified destinations as per the conditions mentioned in the Contract, rates shall be including insurance and other related costs in the Contract Price.

6.12. PAYMENT

6.12.1 The payment to the supplier shall be made only on seniority basis as under

The bidder can raise the single bill. List of Documents submitted along with the Bill/invoice which are mandatory to settle the Payment;

1. Invoice bill in triplicate.
2. Page approval by the Concerned Program officer of KTBS.
3. Copy of the Work order issued by the Purchaser.
4. Quality certificate issued by DPS or the officers deputed by DPS for this work.
5. Mill certificate in the prescribed format in original along with invoice copy as given in **Appendix -15**.
6. **Appendix - 17** issued by DPS in original.
7. Summary of Delivery challans.
8. Delivery challans in original with seal, Date, Signature of the competent authority.
9. Acknowledgement of pre-press materials returned to the concerned copyright holder or its representative as per clause **6.18.3**.

g) Failure to comply the above will lead to withholding of payments and cancellation of Seniority for payment.

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

6.13.(a) PERIOD OF CONTRACT VALIDITY OF TENDER

This tender contract validity is up to **31st October 2019** or till finalization of the vendors for the next academic year Text Books printing tender, whichever is earlier. Rates quoted or accepted rates are valid for tender validity period.

6.13.(b) INTERPRETATION

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Managing Director of the Karnataka textbook society shall be final and binding.

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 to any other firms in whole or in part of its obligations to perform under the Contract, except with the Purchaser's prior written consent.

6.16. SUBCONTRACTS

Subcontract in printing and supply of Text Books is strictly prohibited.

6.17. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 6.17.1 Delivery of the 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. Failure To-do so will attract liquidity damage as per clause 6.18.1.
- 6.17.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Text Books, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's 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.

Further at any point of time either before the award of the contract or after, if the Purchaser's evaluation establishes that the Supplier either do not have the capacity to execute the contract in full or in part then the Purchaser has the liberty to withdraw the contract in full or in part and may get it executed from among the other Tenderers or from any other capable Supplier at his discretion without giving any notice to the awardees of the contract. Under such circumstances the EMD/Performance security of the defaulted Supplier may be forfeited in full or adjusted against any additional cost that may occur in the course of execution of such contract. If the EMD/Performance Security is not sufficient to make up such losses the Supplier shall pay the difference of amount to the Purchaser or otherwise said tenderer will be blacklisted from participation in the future tenders.

6.18. LIQUIDATED DAMAGES FOR DELAY & PENALTY FOR DEFECTIVE BOOKS

6.18.1 Liquidity damages for 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 **2 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 dummy approval

If the bidders deviate from the number of pages printed in excess of approved dummy. Then the Payment will be restricted to as per dummy approval only. Any deviation from the approved number of pages for any of the technical reasons shall have to be made only with the prior approval pages.

6.18.3 Returning of Pre-press materials :

The bidder should safely return all the original pre-press materials in good condition before submission of final bill.

6.18.4 Penalty for defective materials

If any defect is found / any report in this regard is received from the **DDPI (Development)/Block Educational Officers/Schools**, 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 - 14**.

6.18.5 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.

6.18.6 Time schedule

Printing & Supply of Text Books to specified destinations should be completed within **20 days** from the next date of issue of CD including Pre-Printing Activities. Supplier shall submit a Weekly 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 Text Books;

Sl. no	Timeline	Schedule for the Printer	Schedule for KTBS/DSERT
1	Within 3 days from the next Date of issue of CD	Preprinting activities including; 1. Collection of CD from KTBS. 2. Submission of Dummy to KTBS for approval. 3. Collecting approved Dummy from KTBS.	1. Giving CD to Printers. 2. Approval of Dummy is done by KTBS.
2	10th day from the next date of CD issued	50% of the work allotted shall be completed.	Monitoring by KTBS or its authorized agency
3	20th day from the next date of CD issued	100% of the work allotted shall be completed.	Monitoring by KTBS or its authorized agency

The supplier should adhere to the time schedule specified in the contract. Since it is a time bound activity. Otherwise Purchaser reserves the right to terminate the contract fully or partially, 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 does not complete **50%** of quantum of total contract on **10th 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 or any other Supplier who has the capability to execute the work and the difference in cost if any will be recovered from the default supplier. However this will not provide any immunity for the defaulted supplier from any other penal action.

Also for the Printers who happen to default even after **10th day** then non started quantity of work would be withdrawn after analysis of the quantity of paper already procured, printed, capacity available, balance of the workload etc.,

6.18.7In the event of violation of Clause **6.16** and **6.30**and if he fails to execute the work as per The time schedule. The performance security submitted by the Successful Bidder will be forfeited.

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:

- a) if the Supplier fails to deliver any or all of the Text Books within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or,
- b) if the Supplier fails to perform any other obligation(s) under the Contract, or,
- c) 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, Text Books similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such procurement. 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, it's 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 the 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, Strikes and freight embargoes etc.

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 through e-mail **within 24 hours of such events. The email communication shall be followed by report with documentary evidence to be sent to the Managing director KTBS within 3 days** from the date of occurrence of such event. 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 extent and shall seek all reasonable alternative means for effective performance of the contract in time.

6.20.4 The price quoted by the bidder and accepted by the purchaser shall remain fixed and firm during the delay in performance or extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the supplier in the tender.

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 Text Books that are complete and ready for transport within **15** days after the Supplier's receipt notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining 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 remaining quantity and pay to the Supplier an agreed amount for partially completed 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 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, Insurance etc., incurred until delivery of the contracted Student Diaries to the Purchaser and the rate quoted in the portal shall include all the above costs.

6.29 IMPLEMENTATION OF THE CONTRACT

The Supplier should as soon as purchase order is received, begin the process for implementation of the Contract by purchasing printing paper and other materials at his own cost and bearing entire investment from printing to transportation. Collect pre-press material from **The KTBS or its representative**.

The Supplier further agrees to get sample testing from the Purchaser. The work relating to supply of Text Books should be implemented by the Supplier as per the implementation schedule and 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 for the Time schedule as mentioned in 6.18.6 in the agreement. **The entire work of printing, Binding and supply should be completed within *Twenty days*** from the next date of the CD issued..

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 - 13**)
- 6.31.2** The Commissioner for Public Instruction and chairman of Executive committee the Karnataka Textbook Society(R) and being an appellate authority 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) and being an appellate authority, reserves the right to award the contract to more than one bidder based on the financial, technical and service capability of the bidder.
- 6.31.4** The total quantities of Text Books to be purchased are subject to variation during the course of Contract period.

6.32 DISCRPTION OF PACKAGES

- 6.32.1** Text Books to be printed is grouped under **package-146** in **Section-10**(Schedule of Requirements).

Size : 1/4th crown.

Colour : Text pages and cover and inner cover pages to be printed in four colour.

6.32.2 The packages contain only free category of Text Books.

6.32.3 Number of copies and page numbers specified in the tender are **approximate**.

6.32.4 The details of package are as per **Section-10**

6.33 BARRING OF SELLING TEXT BOOKS IN THE MARKET

The Supplier shall execute an undertaking that he shall supply the entire quantity of Text Books printed, only to the purchaser and he is not permitted to sell or reproduce the Text Books 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 of cost, to the The Managing Director, Karnataka textbook society®.

6.35 APPROVAL FOR PRINTING

6.35.1 The successful bidder will be given CD's of the Text Books to be printed by **KTBS** and dummy shall be got approved by them only. The bidder shall take all the necessary action to prepare the dummy book within the stipulated time mentioned in the tender document. Since it is a time bound work, bidder shall strictly adhere to the time schedule mentioned elsewhere in the tender.

6.35.2 Before printing, submit two dummy copies to **the KTBS** and shall be approved by the Officer authorized by **the KTBS**. Maximum number of dummy books to be given are 2*2times.

6.36 LIMITATIONS FOR TENDERERS

The Supplier shall not,

- a. Publish or sell or translate, Text Books published by the Karnataka Text Book Society®.
- b. Insert any advertisement in Text Books in any form.
- c. Employ child labour for printing, binding, packing and supply of Text Books.

6.37 CATEGORY OF BOOKS

“FREE SUPPLY” and these Books are only for Selected 1000 Government Schools only.
“FREE SUPPLY” these words should be printed in bold letters inside the box on both side of the Cover Pages prominently on Text Books.

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 Godans of the printers in association with the representative of the Managing Director, Karnataka Text Book Society®. The successful bidders are advised to purchase paper for Text Books 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 reel width of the paper purchased shall not be of less than **76cms** and the copy of the invoices shall be submitted to the Purchaser on a regular basis.

7.2.22 Inspection and tests shall be conducted at printer location, tests may also conducted after the text books reaching to destinations specified in the tender, like **office of the DDPI (Development)/Block education offices/at schools** at any time within the contracted period . The bidder shall comply with the technical specifications fixed for the Text 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 Books falls below the prescribed standards.

7.2.4 The work relating to supply of Text 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 Text 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 throughout the contracted time.

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 Text Books strictly as per the quality, size, colour specification and measurements prescribed by the purchaser to the Blocks. He should comply with all the tests specified by the purchaser or Officer authorized for this purpose, satisfactorily. The supplier shall ensure timely delivery of quality Text Books as per the **implementation schedule** given in the contract.

7.2.10 Prices quoted by the tenderer shall be fixed during the bidder'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 Text Books, the supplier shall notify the purchaser and the insurance company by fax / e-mail / letter, the full details of the transport including contact number, vehicle receipt number and date, description of Text Books, quantity, name of the consignee etc. The above documents shall be received by the Purchaser before arrival of the Text Books and, if not received, the Supplier will be responsible for any consequent expenses.

The supplier shall submit the Acknowledgment of receipt of Text Books from the consignee(s); Inspection Certificate issued by the third party inspection agency viz. the **D P S** and other documents mentioned in **Clause 6.12.1**

7.4 PAYMENT (GCC Clause 6.12)

7.4.1 The Supplier's request(s), rate applicable and GST amount claimed for payment shall be made to the Purchaser in writing, accompanied by an invoice describing title of the book, number of copies delivered, and by related documents, submitted pursuant to GCC Clause 6.9, 6.10 & 6.12 and upon fulfillment of other obligations stipulated in the contract including the original delivery Challan copy.

Use **70GSM** and above quality paper for Delivery challans and shall be in **Sky blue** colour. Use Prescribed format for delivery challans and shall be printed legibly, hand written DC's are not accepted for the payment. Submit DC's with Signature, Seal of the receiving authority with Date i.e. **DDPI (Development)**/ authorized representatives for having received number of Text Books in good condition. DC's without Original Seal and Signature of the concerned shall not be considered for payments under any circumstances.

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 and signature of the receiver** in the prescribed Delivery Challan format within **30 working days**. The invoices/bills shall always be submitted along with the documents as mentioned in GCC clause 6.12.1(f) 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.

- Title wise/ Quantity offered for inspection and date
- Title wise / Quantity accepted/rejected by inspection agency and date
- Title wise / Quantity printed and Binding completed.
- Package wise/ Quantity dispatched/delivered to consignees.
- Probable Date of completion of entire contracted work, and
- Paper requirement and paper procurement details.

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 CD in good condition to the purchaser as per tender clause 6.18.3 and give declaration that you have not used the file for any other purpose and will delete the same after the tender validity period before release of Performance security. Otherwise action will be taken as per the tender provisions.

SECTION 8

Quality Parameters

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

Raw Materials

1.Paper: The Paper for shall be Map litho with the following specifications

Sl no.	Properties	Requirement	Reference
1	GSM	60 GSM for Schedule-1	
2	Tensile Index : CD/MD	20/40	IS 1848:1991
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, (Bends ten) max	200(max) 250(max)	-do- -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 may contain mechanical pulp not exceeding 20%. And no recycled pulp shall be used.
- The reel width for 1/4th crown size books shall invariably a minimum of **760 mm**. Similarly the cutoff of the machine shall be of **508 mm**. Usage of lesser width reels is strictly not acceptable. The cut off may be slightly more. No weight age 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 work Books for the academic year 2019-20 preferably of these mills or of the mills of equivalent capacity and who can produce the paper of equivalent quality. The decision about the equivalence has to be certified by the DPS.
 1. M/s West Coast Paper Mills, Dandeli, Karnataka.
 2. M/s TNPL, Tamilnadu.
 3. M/s Seshasai Paper and Boards Limited, Erode, Tamilnadu.
 4. JK Paper Limited, Orissa.
 5. Century Paper and Pulp.
 6. Ballarpur Industries Limited (BILT).

2. Art Board/Ivory Board/BS coated Pulp Board

The Printer shall use both sides coated Art Boards or Ivory Boards or virgin pulp Boards with the following specifications.

Sl. No.	Properties	Requirement	Tolerance
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1	GSM	220 GSM for both schedules	+/- 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 (applicable only for Art Boards)	75 ±5%	-do-
6	Colour	White	

It is recommended to use the Boards of the following Mills or the Mills of equivalent capacity and who can produce the Boards with equivalent quality parameters. The equivalence shall be certified by the DPS and which shall be final.

- a) Art Board manufactured by JK Paper mill **or** Ballarpur Industries Limited (BILT) **or** Imported or equivalent
- b) Ivory Boards of JK Paper mills **or** equivalent
- c) Both side coated pulp board similar to the one being manufactured by TNPL

2. Inks

The Supplier shall use only branded inks and other chemicals.

3. Printing Plates

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

4. Varnishing

The Book Covers shall be coated on one side with U.V Varnish. The coating may be made in line 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 at least 3 GSM.

5. Hot Melt Adhesive

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

Book size

The print area shall be as per design (330sqcm). The trimmed Book size has to be **18.3x24.5cms**. If the variations are found beyond the specified size 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

1. Printing shall be good, having uniform inking of sufficient depth.
2. There shall be no aberration of colours, wherever colour printing is done. In other words colour registration shall be flawless.
3. The texts shall be strong, legible and readable.
4. The printed illustrations shall be clearly well defined.
5. The prints shall be free from defects like offsetting, smudging, tilting, miss-register, scrumming, slur, ragged print, light and dark shades etc.,
6. The text must have balanced margin in each page as per the design provided.

7. The Text Books should be in conformity with the approved dummy.

Binding quality and Specifications;

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., The Binding Process shall be executed as mentioned here under;

Method of Binding: text pages shall have to be perfect bound after pinning them on side or section sewing wherever the numbers of text pages are more than 128, with at least two pins on the side by using mechanical wire stitching machine. The Text Books with less than 128 text pages may be bound with centre pinning and edge squaring. Wherever centre pinning is adopted ***edge squaring has to be done***. The pins inside shall not project upwards and should not hurt the students.

Sl.No	No. of Text Pages**	Method of Binding
1	128 and Less (<=128)	Center pinning
2	Above 128	Side pinning & perfect Binding.

****Pages excluding cover pages****

Packing

- a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- b) ***It is compulsory to make bundles with top and bottom supported with 5 ply fluted corrugated boards by mechanical strapping.***
- c) Each bundle shall contain only 40 books.

Method of quality Checking

Method of quality checking adopted is random sampling technique. 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 dispatched 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 generally by visual and measuring methods. Only when warranted chemical testing will be conducted.

The total sample size shall be approximately 5%. Number of Text 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 Text Books and shall invite the purchaser for the quality inspection.

SECTION - 9

SCHEDULE OF PLACE OF DELIVERY

Class 1 Text Books for selected 1000 Government schools under free category shall have to be supplied to the office of the DDPI (Development) Godowns present within the state. The actual number of copies of Text Books to be supplied to the delivery points shall be provided in “**Distribution List**” along with the Purchase Order.

Detailed address with contact details will be provided to the bidder with Purchase order.

Sl.No.	District	DIET name
1	Bengaluru North	DIET, Bengaluru North
2	Bengaluru South	DIET, Bengaluru Urban
3	Bengaluru Rural	DIET, Bengaluru Rural
4	Ramanagara	DIET, Ramanagara
5	Kolar	DIET, Kolar
6	Chikkaballapur	DIET,Chikkaballapur
7	Tumkuru	DIET,Tumkuru
8	Madhugiri	DIET,Madhugiri
9	Mysuru	DIET,Mysuru
10	Chamarajanagara	DIET,Chamarajanagara
11	Mandya	DIET,Mandya
12	Udupi	DIET,Udupi
13	Sirsi	DIET,Sirsi
14	Kodagu	DIET,Kodagu
15	Chitradurga	DIET,Chitradurga
16	Davangere	DIET,Davangere
17	Chikkamagaluru	DIET,Chikkamagaluru
18	Shivamogga	DIET,Shivamogga
19	Hassan	DIET,Hassan
20	Dharwad	DIET,Dharwad
21	Havery	DIET,Havery
22	Gadag	DIET,Gadag
23	Belagavi	DIET,Belagavi
24	Chikkodi	DIET,Chikkodi
25	Vijayapura	DIET,Vijayapura
26	Bagalkote	DIET,Ilakal
27	Karwar	DIET,Kumta
28	Dakshina kannada	DIET,Dakshina kannada
29	Kalburgi	DIET,Kamalapur
30	Yadgiri	DIET,Yadgiri
31	Raichuru	DIET,Yaramarus
32	Koppal	DIET,Koppal
33	Bidar	DIET,Bidar
34	Bellary	DIET,Bellary

SECTION - 10
SCHEDULE OF REQUIREMENTS

Sl. No	Pkg No	Class	Title Name	Approx. Pages	Approx Copies	Book Size	Colour	Total pages	Estimated rate per page in Rs.	Pkg value in lakh	EMD in thousand
1	146	1	English	136	40000	1/4th crown	4	5440000	0.1968	34.3	68
2	146	1	Mathematics	172	40000	1/4th crown	4	6880000	0.1895		
3	146	1	Environment Science	132	40000	1/4th crown	4	5280000	0.2002		
Package - 146- Total					120000			17600000			

APPENDIX – 1

**Format for 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 **Text Books to selected 1000 Government Schools** under Karnataka Textbook society(R) in Karnataka for the **Academic year 2019-20**, 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 - 2

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 : Execution of printing and supply of Text Books to Principal/DDPI(Development),
Office of DIET's located within Karnataka.**

Being duly authorized to represent and act on behalf of..... (Hereinafter 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 - 3

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. GST Registration No :
6. Service Tax Registration No :
7. Factory License Number :
8. ESI Account Number(if any) :
9. EPF Account Number(if any) :
10. PAN Number :
11. Brief description of the Legal Entity including details of its main lines of business.
12. 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 :
13. 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 - 4

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 **Text Books** to office of the **DDPI (Development),DIET** located within 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, 2019

.....
(Name of the Bidder)

(Signature of the Authorized Person)

(Name and designation of the Authorized Person)

APPENDIX - 5

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

Bank Guarantee Number..... DatedThis Deed of Guarantee executed atby..... (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 office of the **DDPI (Development),DIET** located within Karnataka as mentioned in **section-9** of this tender.
- 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 up to **30th November 2019** 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.....
- H. The Guarantor is obliged to liquidate the bank guarantee and remit the same to the guarantee's bank account immediately with a written communication from the guarantee even on the e-mail communication.

Note: -Bank contact such as contact person, contact number and banks official e-mail ID should be provided.

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.....
It's and authorized official.

APPENDIX - 6

(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 / since year -----.

Yours faithfully,

(Authorized Signatory)

APPENDIX - 7

FORMAT FOR STATEMENT OF EXPERIENCE

Name of the Firm.....									
Financial Year from 2015-16, 2016-17 & 2017-18									
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.

Note: Purchase order copies are not entertained.

APPENDIX - 8

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	2015-16	2016-17	2017-18	Avg. of 3 yrs	
1	Annual Turnover					

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. 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.
5. 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 tax authority.

APPENDIX - 9

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 (2015-16, 2016-17& 2017-18)

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- 10

Format for Infrastructural Capabilities

Sl. No	Machinery / Other requirements prescribed by the purchaser	Qty / Unit prescribed	Machinery/Other requirements offered by the printer.	Qty / Unit offered	Production capacity per hour.
Pre-Printing machinery					
1	Shall own or have an MOU with any other organization possessing Computer to Plate making plant with processor, capable of making plates Double Crown, A-1 and such similar sizes	One Unit			
Printing machinery					
1	Four colour 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			
2	Four colour sheet fed CPC offset printing machine with a Sheet size of 485mmX660mm (19"x26") or above capable of printing on Boards of at least 220 GSM.	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			
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) (Note : Required to cut the Cover Boards etc.)	one unit			
4	Offline or inline UV varnishing machine or Wet / thermal lamination machine of Minimum feed width of 18"	one unit			
5	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute. or section sewing machine/machines capable of stitching at least about 25,000 books per day	Three units or machines with capacity of stitching 25,000 books per day			
Manpower, Factory and Storage Space					
<p>Man power: The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.</p> <p>Factory and Storage Space: 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>					

Signature

(Name and designation of signatory)

APPENDIX - 11

(Cover 1)

Bidder Declaration regarding his capacity (On the Letterhead)

I represents..... (Firm name)Hereby declare that

1. I can printcover pages/ Shift in Sheet fed offset
I can printText pages/ Shift in Web Offset
2. I can bind.....Text Books/ Shift.
3. Our Shift hours areper Shift.
4. We operate.....Shifts per day.
5. I can supply a total of _____lakhs Text Books, belonging to **146** package and supply to Concerned Destinations with respect to package quoted within **20 days** from the next date of CD issued.
6. I shall submit dummy as per the time schedule mentioned in the tender document.
7. I adhere to the Specifications & Time Schedule as mentioned in the tender document.

Bidder
Authorized Signatory

APPENDIX - 12

(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,

As per the tender document, published by Karnataka Text Book Society for the print and supply of Text Books for class-1 students studying in selected 1000 government schools in the year 2019-20. We hereby confirm that we will print and supply same Text Books within the time schedule mentioned.

In case if I/We fail to print and supply the given Text Books within the scheduled time period and adhere to the quality parameter set out in this tender document. 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 – 13

(THIS DECLARATION SHOULD BE PRINTED IN BIDDER’S LETTER HEAD ONLY)

No:

DATE:

DECLARATION BY THE BIDDER

TO WHOM SO EVER IT MAY CONCERN

I/We.....hereby 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.

I/We hereby declare that we have applied for this Tender as per our capability and as per the **clause 2.3.2** of the tender document. Accordingly I here by signing the declaration and abide by the same.

CONDITIONS:

1. If our bid is accepted, we will abide by the stipulated Terms & Conditions to print and Supply of Text Books to the specified destinations as mentioned in **Section-09**.
2. If our bid is accepted we will furnish Performance Bank Guarantee for the package as per terms and conditions in force.
3. We were agreed to abide to the bid validity of **90** days after the tender due date.
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.
6. The bidder cannot add additional preference in contra to the tender condition 2.3.2

Dated this day of 2019

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 after tender due date.

Dated this day of 2019

Signature:

(Name and Address of the Tenderer with Seal)

(In the Capacity of:.....)

Duly authorized to sign the Tender for and on behalf of

Yours faithfully,

(Authorized Signatory)

Company / Firm seal should be affixed.

APPENDIX - 14

Penalty for deviations

Penalty for deviation in the quality of Paper

Sl. No	Property	Specification	Penalty percentage on total order value
1	Substance	60 GSM	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	Max 200 on Top Side and Max.250 on wire side	For each 10 units deviation 0.5 % of the value of the lot.

Penalty for deviation in 220 GSM Art 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 .

Penalty for deviation in 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

Penalty for deviation in Size of the book:

Sl.No	Defect	Penalty
1	The required book size is 18.3X24.5cms. 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 value of the lot

Penalty for deviation in 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	Non pinning (perfect binding without doing side pinning)	3% of the value of the lot
5	Pages peeling off, No adhesive running	Outright rejection and 150% of the value of the lot

Penalty for deviation in Quality of the Varnish

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

APPENDIX - 15

(THIS CERTIFICATE SHOULD BE PRINTED IN MILL'S LETTER HEAD ONLY)

No:

DATE:

CERTIFICATE OF PROCUREMENT

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s has procured MT of **A Grade Map litho** ____GSM white Paper having a following specification, vide our Invoice No: Dated For the purpose of Printing of Text Books of class-1 for selected 1000 government schools for the academic year 2019-20 as per the Tender awarded by KTBS vide its Purchase Order No: Dated

Sl. No.	Particulars	Specification
1	Manufactured Date	
2	Invoice Amount	
3	Paper width	
4	Brightness	
5	Opacity	
6	Cobb, Max average	
7	Smoothness ml/min, (Bends ten) Max Top Wire	
8	Colour	
9	Type of Pulp	

Signature with seal of
Authorized person of the Paper Mill/Dealer

Note:-

- 1) This certificate should only be signed and the same should be uploaded in the e procurement portal.
- 2) There is no need to fill this document while submitting the tender.
- 3) This is only an acceptance of the format from the bidder.

APPENDIX - 16

PACKAGE NO:

PROFORMA OF DELIVERY CHALLAN (NAME & ADDRESS OF THE BIDDER)

DC No:

Date:

To,
THE MANAGING DIRECTOR,
KARNATAKA TEXT BOOK SOCIETY,
#4, OUTER RING ROAD,
BANASHANKARI 3RD STAGE,
BENGALURU-560 085

GSTIN:- 29AABAT3059Q1ZS

Point of Delivery

Office of the DDPI (Development),
DIET-----
_____ District

Reff : Work Order No:

Date:

Sl.No	Class	Title Name	No of Books Ordered	No of Bundles supplied	No of Books in each Bundle	No of loose books	Total No of Books Received	Balance books yet to be received
1	1	English Reader						
2	1	EVS						
3	1	Mathematics						
Total Books								

Certified that the above Textbooks have been received in good condition and taken to stock

Signature of:

Signature & Stamp of:

BEO/Person In-Charge

Representative of Supplier:

Full Name:.....

Full Name:.....

Date:

Date:

Mobile No:.....

Mobile No:.....

Note:

1. Challans will be printed in A4 Size only for maintaining the uniformity.
2. Receiving column will be filled up by the **DDPI (Development)** Person in charge only.
3. Number of text books received by the **DDPI (Development)** 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. **sky Blue**.

APPENDIX - 17

GOVERNMENT OF KARNATAKA

OFFICE OF THE DIRECTOR OF PRINTING, STATIONERY AND PUBLICATIONS.
Government Central Press, 8th Mile, R.V. College Post, Mysore Road, Bengaluru – 560 059

No:

Date:

CERTIFICATE

This is to certify that the M/s has been awardedPackage during the year 2019-20 for printing and supply of Text books in Free category for 1st standard students of selected 1000 government schools for the academic year 2019-20. This bidder requiredQuantity of paper for fulfillment of tender obligation. The bidder has procured the required paper as mentioned below as per the supplier's certificate/Inspection.

Sl No.	Mill Certificate No.	Date	Name of the mill	Quantity to be procured	Quantity procured	Balance to be procured
1						
2						
3						
4						
5						
			Total			

DIRECTOR
Printing, Stationery and Publication.
Government of Karnataka.

Note:-

- 1) This certificate should only be signed and the same should be uploaded in the e-portal.
- 2) There is no need to fill this document while submitting the tender.
- 3) This is only an acceptance of the format from the bidder.

APPENDIX - 18

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 of Text books in Free category for **1st standard students of selected 1000 government schools** as per the Government order..... And has accepted the Tender, submitted by the bidder for the print and supply of said text books 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 vide 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 of Text books in Free category for **1st standard students of selected 1000 government schools** 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 **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 Text Books 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 : **20** days from the next date of CD issued.

Performance Security : **Bank Guarantee (5%)**

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 Text Books printed within the time specified in the tender document to the Karnataka Society ® and no Text Books shall be sold, translate 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 : _____

APPENDIX - 19

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,

We have examined the bidding documents including Addenda No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print and supply Text Books as per selected packages and specified destinations mentioned in **Section-9** located within the state of Karnataka. For which necessary Bid security (EMD) amount of Rs. **68,000/- (Sixty Eight thousand)** is remitted via e-payment mode.

Terms & conditions:-

1. We undertake, if our Bid is accepted, to print and supply of Text Books to specified destinations in accordance with the terms and conditions mentioned 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 validity for a period of **90** days after the bid due date 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.
6. We understand that contract conditions and the time stipulated for execution of tender is **20 days only**.

Dated this _____ day of _____ 2019

Signature: _____ (in the Capacity of): _____

Duly authorized to sign bid for and on behalf of

Place: _____