



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

**TENDERS FOR PRINT AND SELL PUC II TEXT BOOKS WITHIN
KARNATAKA STATE FOR THE ACADEMIC YEAR 2015-2016**

**Managing Director,
Karnataka Text Book Society(R) ,
No. 4, DSERT Building, 100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage, Bengaluru 560085
Phone: 080 – 26422238, 26422245, Fax: 26421299
E-mail: ddpiktbs@gmail.com; jdktbs@gmail.com
Website: www.schooleducation.kar.nic.in**

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Phone: 080 – 26422238, 26422245,
 Fax: 26421299
 e-mail id : jdkpbs@gmail.com
 No:A7/KTBS/ 2015-16 PU/01/26/2014-15

No. 4, DSERT Building, 100 Feet Ring Road,
 Hosakerehalli, Banashankari 3rd Stage,
 Bangalore – 85

Dated: 23-02-2015

SHORT TERM TENDER NOTIFICATION

(e- procurement)

PRINT & SELL OF PUC TEXTBOOKS

Tenders are invited under Two Cover System on Government of Karnataka e-procurement platform from eligible printers having Infrastructure as stipulated in the Tender Document within any of the States of Karnataka , Maharashtra , Andhra Pradesh , Telangana, Tamil Nadu , Pondicherry, Kerala , Goa, to **Print and Sell** about 27.03 lakhs of II year PUC Arts, Commerce, Languages & Science subjects (except PCMB) in English & Kannada Medium within the State of Karnataka for the year 2015-16

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

Portal Help line : 080-25501216 / 080-25501227

There are in all 47 titles to be printed, which have been classified in to 4 -various packages for bidding. Pre-qualification, terms & conditions governing the tender process and the contract stipulations relating to submission of bids, evaluation, acceptance, title-wise number of copies to be printed etc. are all mentioned in the Tender document .

Tender Notification No.	Date of the Notification	Package No	EMD Amount in Lakhs	Particulars
A7/KTBS/ PUC/TENDER-2015-16 II Puc.01/26/2014-15	23-02-2015	1	5.59	Package 01 for PUC-II (Kannada,Hindi,Tamil,Telagu,Economics (KM),Sanskrit,Urdu, Political Science(EM), Hindi Work Book, Urdu Work Book)
A7/KTBS/ PUC/TENDER-2015-16 II Puc.01/26/2014-15	23-02-2015	2	3.76	Package 02 for PUC-II (Malayalam,,Marathi,Arabic,,English, Marathi Work Book, Arabic WorkBook, English Work Book)
A7/KTBS/ PUC/TENDER-2015-16 II Puc.01/26/2014-15	23-02-2015	3	4.10	Package 03 for PUC-II (Optional Kannada,Histroy(KM),Histroy(EM), Economics(EM), Logic(K & E M), Geography(K & E M) Kannda Work Book)
A7/KTBS/ PUC/TENDER-2015-16 II Puc.01/26/2014-15	23-02-2015	4	5.31	Package 04 for PUC-II (Hindustani Music (K&E M) Business Studies (K & E M) Sociology(K &E M) , Political Science(KM), Accountancy(K &E M) Statistics(EM),Psychology(K &E M) , Home Science, Basic Maths(EM), Electronics Text Book, Education (K &E M) , Electronics Lab Manual, Computer Science Text Book, Computer Science Lab Manual) Karnataka Music (K.M)

The last date for submission of Tender bids on-line is **25.3.2015** up to 5.30 pm . The Technical Bids (Cover-1) will be opened on-line on **28.3.2015** at 11.00am, at the above given address. No separate intimation in this regard will be given individually.

The financial bids (Cover 2) of only those bidders who satisfy pre-qualification criteria upon evaluation will be opened on-line on specified date mentioned in tender document.

**Managing Director,
Karnataka Text Book Society.**



GOVERNMENT OF KARNATAKA

Office of Managing Director,

The Karnataka Text Book Society(R),

Phone: 080 – 26422238, 26422245,

No. 4, DSERT Building 100 Feet Ring

Fax: 26421299

Road, Hosakerehalli, Banashankari

website: www.schooleducation.kar.nic.in

3rd Stage, Bengaluru, 560085

mail: ddpiktbs@gmail.com; jdktds@gmail.com;

TENDERS FOR PRINT AND SELL PUC II TEXT BOOKS WITHIN KARNATAKA STATE FOR THE ACADEMIC YEAR 2015-2016	
Tender reference	: A7.KTBS 15-16 P.U/01/26/2014-15
Date and time for commencement of downloading of tender document from the procurement portal http://e-proc.karnataka.gov.in	: Date: 23/2/2015
Date, time and venue of pre-tender meeting	: Date: 12/3/2015 Venue: Office of the Managing Director The Karnataka Text Book Society @ No.4, DSERT Building, 100 Feet Ring Road Hosakerehalli, Banashankari, 3 rd Stage Bengaluru, 560085
Last date and time for downloading of the tender document from the e-procurement portal https://eproc.karnataka.gov.in	: Date: 25/3/2015 Time: 5:30 PM
Last date and time for submission/uploading of tender in the e-procurement portal https://eproc.karnataka.gov.in	: Date: 25/3/2015 Time: 5:30 PM
Date and time for opening of the Technical tenders	: Date: 28/3/2015 Time: 11:00 AM
Date and time for opening of the financial tenders	: Date: 04/4/2015 Time: 11:00 AM
Place for opening of the tenders and address for communication	: Office of the Managing Director The Karnataka Text Book Society @ No.4, DSERT Building, 100 Feet Ring Road ,Hosakerehalli, Banashankari, 3 rd Stage, Bengaluru, 560085.

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SECTION 1**INVITATION FOR TENDERS (IFT)**

Date:23/2/2015

IFT No.:

1. The Managing Director, The Karnataka Text Book Society (KTBS) ® , (Employer) invites e-tenders (as per Rule 18-A of the KTPP Act) from eligible Printers (here in after called “Tenderers”, for the following:

“TENDERS FOR PRINT AND SELL PUC II TEXT BOOKS WITHIN KARNATAKA STATE FOR THE ACADEMIC YEAR 2015-2016”

Two Cover Tender procedure as per Rule28 of the KTPP Act shall be followed. The Tenderers are required to upload two separate folders one Techno-Commercial Tender folder containing the Earnest Money Deposit details and the details of their capability to undertake the tender (as detailed in ITT Clause 3), and the other Second Folder containing the Financial Tender. The First Folder will be opened first and evaluated. The second folder containing the financial tender of those Tenderers found to be qualified to execute the tender are only opened. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents are available on line in the Government of Karnataka e-procurement portal from 23/02/15 to 25/03/15 and the tenders are to be submitted online through the e-procurement portal <https://eproc.karnataka.gov.in> only. Tenders submitted in any other manner will not be accepted. Tenderers are required to obtain Level III digital signature from designated firms (available on the e-procurement portal) and then register with the Government of Karnataka e-procurement platform and submit tenders by using their ID and digital signature.
3. Tenderers must provide earnest money deposit and pay tender processing fee as specified in columns 4 and 5 of the Table below and as detailed in Clause 15 of the Instructions to Tenderers (ITT).
4. A Pre-tender meeting will be held on 12/3/2015 at 11.00am hours at the office of Managing Director, Karnataka Text Book Society (KTBS) ® to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of ‘Instructions to Tenderers’ of the tender document.

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5. Tenders along with necessary information/documents must be uploaded to the e-procurement portal <https://eproc.karnataka.gov.in> as per tender document on or before 25/3/2015 hours on 5.30pm and First Folder containing the Techno-Commercial tender will be opened on 27/03/15 day at the stipulated venue, in the presence of the Tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
 6. Other details can be seen in the tender documents posted on the e-procurement portal.
 7. **The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderer's responsibility to verify the e-procurement portal for the latest information related to the tender. E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. E-procurement portal help desk telephone numbers are: (080) - 25501216/ 25501227 (Timings 900 hours to 2100 hours). The Tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The Employer shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches.**

TABLE

<u>Package No.</u>	<u>Name and description of Package</u>	<u>Estimated value of Package (Rs.lakhs)</u>	<u>Earnest Money Deposit (Rs.lakhs)</u>	<u>Tender Processing fee (Rs.)</u>	<u>Period for delivery to Authorized Dealers. (days)</u>
1	2	3	4	5	6
1	Package 01 for PUC-II (Kannada,Hindi,Tamil,Telagu ,Economics(KM),Sanskrit,Urdu, Political Science(EM), Hindi Work Book, Urdu Work Book)	372.79	5.59	As per e-procurement portal	30
2	Package 02 for PUC-II (Malyalum,Marati,Arabic,English,Marati Work Book,Arabic WorkBook,English Work Book)	251.12	3.76	-do-	30
3	Package 03 for PUC-II (Optional Kannada,Histroy(KM),Histroy(EM),Economics(EM),Logic (KM),Logic(EM),Geography(KM),Geography(EM),Kannda Work Book)	273.39	4.10	-do-	30
4	Package 04 for PUC-II (Hindustani Music(KM), Hindustani Music(EM) BusinessStudies(KM),BusinessStudies(EM),Sociology(EM),PoliticalScience(KM),Accountancy(KM),Accountancy(EM),Statistics(EM),Psycholog	354.13	5.31	-do-	30

y(EM),Psychology(KM),Education(EM),Education(KM),Home Science,Basic Maths(EM),Electronics Text Book,Electronics Lab Manual, Computer Science Text Book,Computer Science Lab Manual, Karnataka Music(KM))				
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Sd/-

Managing Director

KTBS ® Bengaluru

SECTION 2 : INSTRUCTIONS TO TENDERERS (ITT)**TABLE OF CLAUSES****A. Introduction**

1. Scope of Tender;
2. Eligible Tenderers;
3. Qualification of the Tenderer;
4. One Tender per Tenderer;
5. Cost of Tendering;
6. Site Visit;

B. Tender Documents

7. Contents of Tender Documents;
8. Clarification of Tender Documents;
9. Amendment of Tender Documents;

C. Preparation of Tenders

10. Language of Tender;
11. Documents Constituting the Tender;
12. Tender Forms;
13. Tender Prices;
14. Tender Currency;
15. Earnest Money Deposit and Tender Processing Fee;

16. Period of Validity of Tenders;
17. Format and Signing of Tender;

D. Submission of Tenders

18. Uploading of Tenders through e-procurement portal;

19. Deadline for submission/uploading of Tenders;
20. Late Tenders;
21. Modification and Withdrawal of Tenders;

E. Tender Opening and Evaluation of Tenders

- 22.1 Opening of First Folder (Techno –commercial tender);
Clarification of tenders; Preliminary Examination; Evaluation of tenders;

- 22.2 Opening of Second Folders (Financial tenders) of qualified Tenderers;
Clarification of tenders; Preliminary Examination; Evaluation and
Comparison of tenders;
- 23 Contacting the Employer;

F. Award of Contract

- 24 Award Criteria
- 25 Purchaser's Right to accept any Tender and to reject any or all Tenders;
- 26. Notification of Award and signing of Agreement;
- 27. Performance Security;
- 28. Advance Payment and Security;
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SECTION II

INSTRUCTION TO TENDERERS

A. Introduction:

1. Scope of Tender:

1.1 The Karnataka Text Book Society (KTBS), herein referred to as the “Society” is registered under the Societies Act, functioning under the Education Department of Government of Karnataka (GOK). The Society is wholly financed by GOK. GOK vide its order No..... has appointed KTBS as agency to tender for the work of Print and Sell Pre-university College II Year Text books for the academic year 2015-16 on behalf of Department of Pre-University Education of GOK.

1.2 The Managing Director, KTBS (Referred to as Employer in these documents) invites tenders following “Two Cover tender Procedure”, from eligible Tenderers for “**PRINT AND SELL PUC II TEXT BOOKS WITHIN KARNATAKA STATE FOR THE ACADEMIC YEAR 2015-2016)**” for various Packages as detailed in the Table given in the Invitation for Tenders (IFT). **The Tenderers may submit tenders for any one or more of the Packages as detailed in the Table given in the Invitation for Tenders (IFT).**

1.3 The successful tenderer, who is called “Concessionaire”, would be required to print and sell the books included in the Package awarded to him, as per terms and conditions stipulated in the tender documents within the State of Karnataka for the academic year 2015-16 through its distributors. No payments shall be made by the Government of Karnataka or KTBS or Department of Pre-University Education.

2. Eligible Tenderers:

2.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the Packages to Print and Sell Text books under this Invitation of Tenders.

2.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2.3 **Tenders from Joint Ventures are not acceptable.**

3. Qualification of the Tenderer for the various Packages:

3.1 All Tenderers shall upload to the e-procurement portal <http://eproc.karnataka.gov.in> the requested information (in First Folder

Techno-Commercial tender) accurately and in sufficient detail as also the requested documents as stipulated in Section 3;

- 3.2 To qualify for award of this Concessionaire Contract for the various Packages included in the IFT, each Tenderer in its name should have in the last five years i.e. 2009-2010 to 2013-14):

Package Number	Criteria (a) Achieved in at least two financial years a minimum financial turn over (in all classes of Printing works only) (Rs. Lakhs) ¹ As specified in hereunder for each Package	Criteria (b) Satisfactorily completed (at least 90% of the contract value), as prime contractor, at least one contract of printing text or similar books of value not less than (Rs Lakhs) ² As specified in hereunder for each Package	Criteria © Liquid assets and/ or availability of credit facilities of no less than Rs Lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement) etc. As specified in hereunder for each Package
1	2	3	4

- 3.3 Each Tenderer should further demonstrate:

Web Offset Printers		
Pre- Printing machinery		
1	Computer to plate making plant with processor capable of making plates minimum in A-1 sizes or Plate exposing system with processor capable of making plates minimum in A-1 sizes.	One Unit

¹ To bring to the FY in which the tenders are invited, Financial Turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

² To bring to the FY in which the tenders are invited, Financial Turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

Printing machinery		
1	Four colour web offset Printing machine with a minimum cut off 578 mm, minimum reel width 860 mm with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 10,000 cycles per hour. The machine shall be capable of printing on 80 gsm paper.	One Unit
2	Four colour sheet fed offset printing machine with a paper size of minimum 19"x26" capable of printing on boards of least 250 gsm	One Unit
Binding and Finishing Machinery		
1	Fully automatic stand alone perfect binding machine of six clamps or more.	One Unit
2	Fully automatic 3 side cutting machine capable of trimming books of crown ¼" size on 3 sides at a time.	One Unit
Factory and storage Space		
1	The plant shall be well planned is required to be easily accessible location. It is expected to be laid out in an area of about 10,000 sq feet to have easy and safe movement of the materials. The storage space shall be atleast another 4,000sq feet covered area for the safe storage of finished goods as well as to stock the paper. The Factory shall be equipped with a Generator.	One Unit

NOTE:

Based on the studies, carried out by the Employer the minimum suggested major equipment to attain the completion of the printing work of *any two packages* in accordance with the prescribed schedule are shown in the above list.

The Tenderers should, however, undertake their own studies and furnish with their tender, a detailed planning and methodology supported with layout and necessary drawings and calculations (detailed) to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements. **(This should be uploaded in the First Folder Techno-Commercial tender in the e-procurement portal. Failure to furnish the information as above may result in rejection of the tenders)**

(B) The Tenderer should be in possession of a Printing Factory at an easily accessible location, with a minimum size of 6000 sft plus an additional minimum storage space of 4000 sft and having the above listed equipment installed in a planned manner.

- 3.4 **To qualify for more than one Package for which tenders are invited in this IFT, the Tenderer must demonstrate experience and resources (equipment financial and others) to meet the specified aggregate qualifying criteria for the individual Packages. The equipment as listed in Clause 3.3 (A) above is determined to be sufficient for two packages. The equipment would be aggregated in multiples of two packages. The equipment requirement for three and four packages would be twice that specified in Clause 3.3 (A) above and so forth.**
- 3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria. Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total **estimated value of the work put to tender for the Package(s)**. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)Where:

- A = Maximum value of printing works executed in any one year during the last five years (*updated to 2014-15 price level*) taking into account the completed as well as contracts in progress.
- N = Number of years prescribed for completion of the contract for which tenders are invited (Three months).
- B = Value, (*at 2014-15 price level*), of existing commitments and on-going printing works to be completed during the next Three months;

Note: The statements showing the value of existing commitments and on-going printing works as well as the stipulated period of completion remaining for each of the printing works listed should be countersigned by the Employer in charge, not below the rank of a Manager or equivalent.

- 3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

Each tenderer shall submit only one tender for one Package. A Tenderer who submits or participates in more than one tender for a Package will be disqualified.

5. Cost of Tendering:

5.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Managing Director, Karnataka Text Book Society hereinafter referred to as "the Employer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

6. Site Visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit Karnataka State and obtain all information that may be necessary for preparing the Tender and entering into a contract for Print and Sell the Text Books in Karnataka State and its successful implementation as per terms and conditions of this tender document. The cost of visiting the Site shall be at the Tenderer's own expense.

B. The Tender Documents**7. Contents of Tender Documents:**

7.1 The Printing and Sale required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders (Section1), the tender documents include:

Section

- (2) Instruction to Tenderers (ITT);
- (3) Tender (Folders 1 and 2);
- (4) Forms;
- (5) Schedule of Requirements (Package and Title wise details)
- (6) General Conditions of Contract (GCC);
- (7) Special Conditions of Contract (SCC);
- (8) Technical Specifications and Drawings (TS);
- (9) Formats of Securities.

7.2 The tender document is available on line in the web site <http://eproc.karnataka.gov.in>. The tender document can be **down loaded free of cost**. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish/upload all information required by the tender documents or submission/uploading of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

8. Clarification of Tender Documents:

- 8.1 A prospective Tenderer requiring any clarification of the tender documents may notify on line (on the e-procurement portal) the Employer. The Employer will respond to any request for clarification of the tender documents which it receives up to the pre-tender meeting date and time. Description of the clarification sought and the response of the Employer (including an explanation of the query but without identifying the source of inquiry) will be uploaded on the e-procurement portal. The prospective Tenderers are requested to view the same on the e-procurement portal. No separate communication would be sent.
- 8.2 The Tenderer or his designated representative is invited to attend a pre-tender meeting on 12/3/2015 at 11.00AM hours in the office of the Managing Director, Karnataka Text Book Society, Bengaluru. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage. The Tenderers are requested, as far as possible, to submit any question in writing or by e-mail to reach the Employer at least two days before the pre-tender meeting. Minutes of the meeting, including description of the clarification sought and the response of the Employer (without identifying the source of inquiry) will be uploaded on the e-procurement portal. The prospective Tenderers are requested to view the same on the e-procurement portal. No separate communication would be sent.

9. Amendment of Tender Documents

- 9.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender documents by amendment. The amendment will appear on the e-procurement portal <http://eproc.karnataka.gov.in> which shall be binding on all prospective tenders. The prospective Tenderers are requested to view the same on the e-procurement portal. No separate communication would be sent.
- 9.2 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Employer, at its discretion, may extend the deadline for the submission of tenders. This shall be notified in e-procurement portal.

C. Preparation of Tenders

10. Language of Tender:

10.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

11. Documents Constituting the Tender:

11.1 The tender prepared by the Tenderer shall comprise the following, the scanned copies of which shall be uploaded on the e-procurement platform in two folders containing the documents as follows:

11.1.1 First Folder (Techno-commercial Tender):

- Form of Technical Tender;
- Form of Earnest Money Deposit, Tender Processing Fee furnished in accordance with ITT Clause 15 as per Format given in Section 3A;
- Qualification Information in the Formats as given in Section 3 A;
- Power of Attorney duly notarized, indicating that the person(s) signing the tender has (have) the authority to sign the tender and the tender is binding upon the Tenderer during the full period of its validity in the Format as given in Section 3A;
- Notarized self declaration stating that the Tenderer is not blacklisted with any Government/Quasi Governmental Organization in India in the Format as given in Section 3A;
- District wise distributors list of at least 4 from Bengaluru, 2 from each of the following districts Mysuru, Belagavi, Kalaburagi, Hubballi-Dharwad and Ballari and one from the other districts of the State of Karnataka in the Format as given in Section 3 A;
- Any other document in support of the Tenderer's capability to undertake the contract;
- An Affidavit vouching for the correctness of information furnished and documents uploaded by the Tenderer in support of the Qualification Information in the Forms as given in Section 3A;

11.1.2 Second Cover (Financial Tender)

- (a) The Financial Tender Form and Price Schedules duly completed and signed in accordance with ITT Clauses 13 and 14;

11.2 The following documents shall be submitted by post/courier to the Employer for verification and scrutiny within **Five (5)** days after the last date of submission of tender:

- (a) Original earnest money deposit instruments such as demand draft/Banker's (cashier's) cheque, Bank Guarantee, or specified Small Savings instruments;
- (b) Original Notarized self declaration stating that the Tenderer is not blacklisted with any Government/Quasi Governmental Organization in India;
- (c) Original Power of Attorney duly notarized, indicating that the person(s) signing the tender has (have) the authority to sign the tender and the tender is binding upon the Tenderer during the full period of its validity;
- (d) Original affidavit vouching for the correctness of the information furnished and documents uploaded;

The Employer shall not be held responsible for any delays in the receipt of the aforesaid documents. The demand draft, banker's (cashier's) cheque, Bank Guarantee, Specified Small Savings instruments etc. would be checked for their genuineness, adequacy with respect to amount, validity and acceptability. The tenders of only those Tenderers who have provided the originals as above for verification and review and found acceptable and those who have paid the stipulated tender processing fee and adequate earnest money deposit in an acceptable form and duly valid as stipulated would be opened at the appointed time to be notified on the e-procurement portal.

11.3 In case of discrepancy between the uploaded documents and the originals, the originals that are duly verified by the Employer shall prevail.

12. Tender Forms

12.1 The Tenderer shall complete the Tender Forms (both Technical Tender Form as well as Financial Tender form) as detailed in 11.1.1 and 11.1.2 above and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, quantity and prices. The completed Tender Forms and Price Schedule shall be uploaded through e-procurement portal.

13. Tender Prices:

13.1 Tenderers shall quote for the entire contract on a "single responsibility basis" such that the total tender price covers all the Concessionaire's obligations mentioned here under:

- (a) Cost of printing of text pages, cover page printing, lamination, perfect binding;
- (b) Cost of packaging, transportation, transit and other insurances, all taxes and applicable duties;

(c) Payment of Service charge of 12.2 % of the contract value to Karnataka Text Book Society Bangalore by Demand draft in favour of the “Managing Director, Karnataka Text Book Society, Bengaluru” payable at Bengaluru, at the time of issue of Notice to proceed with the work;

(d) Royalty at the rate of 10 paise per copy for language text books to be paid by Demand draft in favour of the “Managing Director, Karnataka Text Book Society, Bengaluru” payable at Bengaluru, at the time of issue of Notice to proceed with the work;

(e) Payment of a minimum of 15% profit margin to the wholesaler and retailer book sellers;

(f) Supply free of cost 25 copies of the titles of books whose tendered quantity is less than 5000 copies and 100 copies of titles of books whose tendered quantity is more than 5000 copies to the Department of Pre-University Education, Government of Karnataka;

13.5 Prices quoted by the Tenderer shall be **fixed** during the Tenderer’s performance of the Contract and not subject to variation on any account. **A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

14. Tender Currency:

14.1 Prices shall be quoted in Indian Rupees to the last 4 decimal Places.

15. Earnest Money Deposit and Tender Processing Fee:

15.1 Pursuant to ITT Clause 11.1 the Tenderers are required to pay in the method as detailed in ITT Clause 15.4 as part of its tender the requisite tender processing fee as per details available in the e-procurement portal for each of the Package(s) for which the tenders are submitted.

15.2 The Tenderer shall also furnish, as part of its tender, earnest money deposit for each of the Package(s) as detailed in the Table below the Invitation for Tenders The earnest money deposit amount could (at the tenderer’s option) be made either in full in the method as detailed in ITT Clause 15.4 or partly through the method as detailed in ITT Clause 15.4 and balance through financial instruments such as Demand Draft/Cashier’s cheque/Bankers’s cheque/Bank Guarantee/Specified Small Savings instruments issued by GOI. However the minimum amount of earnest money deposit that has to be paid in the method as detailed in ITT Clause 15.4 shall be Rs.1 lakh. The DD/CC/BC should be issued by Nationalized/Scheduled banks and drawn in favour of Managing Director, KTBS payable at Bengaluru The details of payment of tender processing fee and earnest money deposit shall be filled in the Form given in Section 3 A and uploaded in the First Folder (Techno-commercial tender)

15.3 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.9.

-
- 15.4 The tender processing fee and cash portion of earnest money deposit shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using any of the following payment modes:
- Credit Card;
 - Direct Debit;
 - National Electronic Funds Transfer (NEFT);
 - Over the counter (OTC). The OTC payment facility will be available at the designated ICICI bank branches for making payments from the date of notification of IFT in the e-procurement portal
- 15.5 At the tenderer's option, the earnest money deposit could be in the form of an unconditional Bank Guarantee issued by a Nationalized/Scheduled Bank in India issued in favour of Managing Director, KTBS Bengaluru (in the format as given in Section 9) or Specified Small Savings instruments pledged to Managing Director, KTBS, Bangalore and remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 16.2
- 15.6 Any tender not secured in accordance with ITT Clauses 15.1 to 15.5 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause 22.1.5.
- 15.7 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 60 days after the expiration of the period of tender validity prescribed by the Employer, pursuant to ITT Clause 16.
- 15.8 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27
- 15.9 The earnest money deposit may be forfeited:
- (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form except as provided in ITT Clause 16.2; or
 - (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 26; or
 - (ii) to furnish performance security in accordance with ITT Clause 27.

16. Period of Validity of Tenders:

- 16.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Employer, pursuant to ITB Clause 19. **A tender valid for a shorter period shall be rejected by the Employer as being non-responsive.**
- 16.2 In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 15 shall also be

suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

17. Format and Signing of Tender:

- 17.1 The digital signature shall be obtained by the Tenderer from the designated companies as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and pass word would be assigned by the system. The Tenderer shall upload the tender along with all the requisite documents through e-procurement platform by using the user ID and digital signature.
- 17.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.
- 17.3 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. Submission /Uploading of Tenders

18. Uploading of Tenders through e-procurement portal:

- 18.1 The Tenderers shall upload the tenders (both Techno-commercial and Financial) through e-procurement platform. No other mode of submission is permitted. The tendering is through e-procurement portal <http://eproc.karnataka.gov.in> Detailed guidelines for viewing of tenders and submission of on line tenders are given in the web site. The prospective tenderers can submit their tenders on line. However the tenderers are required to have enrolment/registration in the web site and should have valid digital signature certificate (DSC). The DSC can be obtained from any authorized certifying agencies as given in the e-procurement portal. The tenderers should register in the e-procurement portal. After this, the tenderers can log in the site through the secured login.

The Tender Forms and other documents as detailed in Clause 11.1 shall be addressed to the Employer before uploading. Only the originals of the Earnest money deposit (if it is in the form of DD/CC/BC/BG or Specified Small Savings instruments) and the original Power of Attorney, Notarized self declaration regarding blacklisting, affidavit vouching for the correctness of the information furnished and documents uploaded shall be produced or delivered by post/courier to the Employer within Five (5) days after the last date of submission which shall be verified and retained by the Employer. The Tenderer is solely responsible to ensure submission of the requisite documents within the stipulated period and the Purchaser shall not be responsible for non- submission (uploading) of requisite documents/information.

18.2 The Tenderers are requested to go through the tender document carefully and submit/upload the required information and documents without exception to avoid risk of rejection of tenders.

18.3 The Tenderers shall submit on line all the requirements under two separate folders (as detailed in Clause 11.1 of ITT). The first folder shall contain the Techno-commercial information and documents. The financial tender shall be in the second folder. All the documents are to be digitally signed by the Tenderer. After electronic on line tender submission, the system generates a unique tender reference number which is time stamped. This shall be treated as acknowledgement of tender submission.

18.4 Cable or facsimile tenders will be rejected. Tenders submitted by any other means other than through e-procurement portal of GOK shall be rejected.

19. Deadline for Submission/uploading of Tenders:

19.1 Tenders must be submitted/up loaded by the Tenderers no later than 5.30pm hours Dated: 25/03/15 on the e-procurement portal. The e-procurement platform will not accept the tenders after the stipulated date and time (as per the clock of the e-procurement platform).

19.2 The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 9, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended. The amendment/notification shall be notified in the e-procurement portal.

20. Late Tenders:

20.1 Tenders cannot be uploaded by the Tenderers after the deadline for submission/uploading of tenders (as per the e-procurement platform clock) prescribed by the Employer pursuant to ITT Clause 19.

21. Modification and Withdrawal of Tenders

21.1 In the “My bids” Section of the e-procurement the Tenderer can view the status of their tenders and decrypt tender(i.e. in cases where the Tenderer has chosen to encrypt the tender using his own public key) for modification or withdrawal before the stipulated date and time for submission/uploading.

21.2 The Tenderers may cancel/modify their tender on line before the deadline for submission of tenders.

21.3 For modification of tenders, the tenderer need not make any additional payment towards the cost of tendering process. For tender modification and consequential re-submission, the tenderer is required to cancel his tender submitted earlier (only the financial tender is cancelled. All the uploaded documents would be there). The last modified tender submitted by the Tenderer within the tender submission time shall be considered as

the tender. **For this purpose, modifications/withdrawal by other means will not be accepted.** In on line system of tender submission the modification/cancellation is allowed any number of times. The Tenderers may cancel their tenders by clicking on the cancel button in the My Bids section before the deadline submission of tenders. However if the tenders is cancelled and not resubmitted within the stipulated time on the last date of submission of tenders, it would be deemed withdrawn.

- 21.4 As per the system design, in case a tenderer wishes to modify his tender, then the tenderer is required to withdraw his tender first. In order to provide a quick reference to his financial tender entered by the tenderer in the e-procurement system, a provision has been made in the e-procurement system wherein the tenderer can retain a copy of the financial tender in his local machine prior to his submission of tender. The values as available in the copy of the financial tender can subsequently be copied into the financial tender screen which then is made available to the tenderer on withdrawal of his tender price to last date and time of tender submission.
- 21.5 No tender may be modified subsequent to the deadline for submission of tenders.
- 21.6 Withdrawal or modification of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form or as extended in the e-procurement system. If a Tenderer does the same through any other medium, then it may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 15.9.

E. Tender Opening and Evaluation of Tenders

22.1 Opening of First Folder (Techno-commercial Tender) of all Tenderers and evaluation to determine qualified Tenderers:

- 22.1.1 The Employer will open/unlock all First Folders of all the Tenderers, uploaded through e-procurement platform as specified above made pursuant to Clause 19 on line at 22/03/15 Hours on 11.00AM in the presence of Tenderer's or their authorized representatives who choose to be present at the stipulated place as notified in the procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day. The Tenderers can also view the contents of the first folder after opening of the tenders. The Tenderers' representatives who are present shall produce authorization letter and shall sign a register evidencing their attendance.
- 22.1.2 The Tenderers' names, the sufficiency or otherwise of the earnest money deposit, the tender prices, and such other details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening.

22.1.3 The Employer will prepare minutes of the tender opening including the information disclosed to those present in accordance with 22.1.1 and the same shall be uploaded on the e-procurement portal.

22.1.4. Clarification of Tenders (Techno-commercial tender):

During evaluation of techno-commercial tenders, the Employer may, at its discretion, ask the Tenderers for a clarification regarding the information/documents uploaded. The request for clarification and the response shall be in writing and no change in the information/document uploaded shall be sought, offered or permitted.

22.1.5. Preliminary Examination:

- (a) The Employer will examine the techno-commercial tenders to confirm that all documents and technical documentation requested have been provided and determine whether they are complete, and whether the tenders are generally in order.
- (b) The Employer shall confirm that the following documents and information have been provided in the tender. If any of these documents or information is missing, the offer shall be rejected and the earnest money deposit may be forfeited.
 - Techno-commercial Tender submission Form;
 - Power of Attorney;
 - Earnest money deposit Form; Whether the Tenderer has furnished the EMD of requisite amount, in the desired form and valid as required;
 - Notarized Self declaration;
 - District wise Distributor List;
 - Documents in support of meeting the qualification criteria as stipulated in Section 3A;
- (c) The Employer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- (d) Prior to the detailed evaluation, pursuant to ITB Clause 22.1.6, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviations, objections, conditionality or reservation. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality and performance of the contract, (ii) that limits in any substantial way, inconsistent with the tender document, the Employer's rights or the successful Tenderer's obligations under

the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive tenders.

- (e) If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.1.6 Evaluation of Tenders:

Evaluation of First Folder (Techno –commercial) Tenders:

The Employer will evaluate and determine whether each tender (i) meets the eligibility criteria defined in ITT Clause 2, 13 and 14; (ii) is accompanied by the required earnest money deposit as per stipulations of Clause 15; (iii) is valid as required in ITT Clause 16; and (iv) meets the qualification criteria stipulated in ITT Clause 3 and is qualified to perform the contract satisfactorily. The determination will take into account the Tenderer's technical, financial and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted/uploaded by the Tenderer pursuant to ITT clause 11.1.1 as well as such other information as the Employer deems necessary and appropriate.

The Employer will draw out a list of responsive and technically qualified tenderers who can perform the contract satisfactorily and upload the same on the e-procurement platform for information of the tenderers.

22.2 Opening of Second Folders (Financial Tenders) of qualified Tenderers and evaluation:

22.2.1 The Employer will inform all the technically qualified and responsive tenderers through e-procurement portal the date and time of opening of the Second Folders (Financial Tenders) of the qualified Tenderers. After the notified time and date of opening/unlocking of the second folders (Financial Tender) could be viewed automatically by the respective technically qualified tenderers. In this regard no separate intimation shall be made by the Purchaser.

22.2.2 Clarification of Tenders (Financial Tenders)

During evaluation of financial tenders, the Employer may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in substance or price of the tender shall be sought, offered or permitted.

22.2.3 Preliminary Examination:

The Employer will examine whether the financial tender is complete, whether they have been properly signed and whether the tender are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.2.4 Evaluation and comparison of Tenders (Financial Tenders)

The Purchaser will evaluate the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22. No tender will be considered if the complete requirements covered in the schedule/item is not included in the tender.

23. Contacting the Employer

23.1 Subject to ITT Clause 22.1.4 and 22.2.2, no Tenderer shall contact the Employer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

23.2 Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

24. Award Criteria

24.1 Subject to ITT Clause 25, the Employer will award the Contract to the successful Tenderer, whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

25. Employer's Right to Accept Any Tender and to Reject Any or All Tenders

25.1 The Employer reserves the right to increase or decrease the number of copies of any or all of the titles in a or all of the Packages by 25%. The Concessionaire shall be bound to print and sell the text books at the tendered rates.

25.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the Tenderer or Tenderers of the grounds of Employer's action.

26. Notification of award and signing of Agreement:

26.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Concessionaire will collect from the General Public in consideration for the Print and Sell the books as included in the Package (s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

26.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 27.

26.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 20 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt of notification of award, and upon furnishing of the Performance Security as required the successful Tenderer will sign the Agreement.

26.4 Upon signing of the Agreement, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

27. Performance Security:

27.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 10 % of the Contract price:

(a) Banker's cheque/Demand draft./Cashier's cheque/Pay Order in favour of Managing Director, Karnataka Text Book Society ® payable at Bangalore or

(b) A bank guarantee issued in the form given in Section 9; or

(c) Specified Small Savings Instruments pledged to Managing Director KTBS, Bangalore.

- 27.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall unconditional and issued either by a Nationalized/Scheduled bank in the format as given in Section 9 and should be valid till March 31, 2016 or expiry of the Defect Liability Period, whichever is later.
- 27.3 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.3 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders or annul the tendering process.

28 Advance Payment and Security:

Deleted

29. Corrupt or Fraudulent Practices

- 29.1 The Government of Karnataka require that Tenderers/ Suppliers/ Contractors/Concessionaires observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
- (a) Defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “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; and
 - (ii) “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 Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- 29.2 Furthermore, Tenderers shall be aware of the provision stated in GCC Clause 35.2.

SECTION 3 - TENDER**SECTION 3 A : (FIRST FOLDER)- TECHNO-COMMERCIAL TENDER**

1. TECHNICAL TENDER FORM ;
2. DETAILS OF PAYMENT OF TENDER PROCESSING FEE AND EARNEST MONEY DEPOSIT;
3. POWER OF ATTORNEY DULY NOTARIZED INDICATING THAT THE PERSON(S) SIGNING THE TENDER HAS (HAVE) THE AUTHORITY TO SIGN THE TENDER AND THE TENDER IS BINDING UPON THE TENDERER;
4. QUALIFICATION INFORMATION ;
5. NOTARIZED SELF DECLARATION STATING THAT THE TENDERER IS NOT BLACKLISTED WITH ANY GOVERNMENT/QUASI GOVERNMENTAL ORGANIZATIONS IN INDIA;
6. DISTRIBUTOR LIST;
7. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED AND DOCUMENTS SUBMITTED.

1. Technical Tender Form

Date:

IFT N°:

Name of Work: Print and Sell PUC II Text books within the State of Karnataka for the academic year 2015-16.

To: The Managing Director, Karnataka Text Book Society (R)
No.4, DSERT Building, 100 feet Ring Road
Hosakerehalli, Banashankari Third Stage, Bengaluru 560085

Sir:

Having examined the Tender documents, including Addendum Nos. *[insert numbers]*, we, the undersigned, offer to Print and Sell PUC II Text books within the State of Karnataka for the academic year 2015-16 for the **Package(s)**

in full conformity with the said tender documents. We are submitting /uploading the following information/documents as required in ITT Clause 11.1.1

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We undertake, if our tender is accepted, to commence the printing work and make full arrangements for selling the books within the respective times stated in the tender documents.

If our tender is accepted, we undertake to provide performance security in the form, in the amounts, and within the times specified in the tender documents for the Packages for which we have tendered.

We agree to abide by this tender, for a period of 30 days after the date fixed for submission/uploading of tenders as stipulated in the tender documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Dated this __ day of _____
.....

[signature]

In the capacity
of.....
[position]

Duly authorized to sign this bid for and on behalf of _____

[name of Tenderer]

Note: This Form has to be duly completed, signed and uploaded on the e-procurement portal in the First Folder- Techno-Commercial tender

2. DETAILS OF PAYMENT OF TENDER PROCESSING FEES AND EARNEST MONEY DEPOSIT

From: (Tenderer)

.....

To:

The Managing Director, Karnataka Text Book Society (R)
 No.4, DSERT Building, 100 feet Ring Road
 Hosakerehalli, Banashankari Third Stage, Bengaluru 560085

Sir:

1. I/We have submitted tender for the following
 Package(s).....
2. I/ We have made the payment of the tender processing fees as under:
 - (a) Rs..... (in figures) Rupees..... (in words) ;
 through Credit Card/Direct Debit/ National Electronic Funds Transfer
 (NEFT)/ over the counter in branch of ICICI bank
 on..... (*Strike the modes not used*)
 - (b) I/We have made the payment of the Earnest Money of Rs.....
 Rupees..... only (*in words*) through
 Credit Card/Direct Debit/National Electronic Funds Transfer (NEFT)/
 over the counter in branch of ICICI bank on
 (*Strike the modes not used*)
 - (c) I/We have made the payment of the balance of Earnest Money of
 Rs..... Rupees..... Only(*in words*) through
 the following:
 - (a) Bank Guarantee No:. dated issued by
 Valid up tofor an amount of Rs..... Rupees.....
 Only (*in words*);
 - (b) Demand Draft No..... dated issued by
 Bank.....Branch for an amount of Rs. Rupees ...
 only (*in words*)
 - © Certified Cheque / Banker's Cheque No:..... dated issued
 by Bank Branch for an amount of Rs.....
 Rupees only (*in words*)
 - (d) Small Savings Instrument (specify) No:..... dated
 issued by the Post office at for an amount of Rs.....
 Rupees..... Only (*in words*) valid up to
 (*strike the mode not used*)
 - (e) We agree that the Earnest Money deposited by us as detailed above may
 be forfeited by the Employer if we:
 - (i) Withdraw our bid during the period of validity specified in the
 bidding document;

- (ii) Do not sign the Agreement within the specified time limit in case we are successful and letter of acceptance has been communicated;
- (iii) Do not furnish the required Performance Security deposit as required in Clause 27 of ITB

.....

(Signature and Name of Tenderer)

Date:

Note: This Form has to be duly completed, signed and uploaded on the e-procurement portal in the First Folder – Techno-Commercial Tender

**3. FORMAT OF POWER OF ATTORNEY DULY NOTARIZED
INDICATING THAT THE PERSON(S) SIGNING THE TENDER HAS
(HAVE) THE AUTHORITY TO SIGN THE TENDER**

POWER OF ATTORNEY

[Package(s) Number.....]

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 tender for Package(s) for the work of print and sell textbooks of
PUC II all over the Karnataka State for the academic year 2015-16, 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 tender for the said Package(s).

We here by 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 Tenderer should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

Note: The Power of Attorney has to be duly completed, signed and uploaded on the e-procurement portal in the First Folder – Techno Commercial Tender

4 : QUALIFICATION INFORMATION

Note: The Tenderer shall carefully fill in the herein required information completely and also upload in First Folder (Techno-Commercial tender) all the documents as requested in complete form. The information to be filled in by the Tenderer hereunder will be used for purposes of determining the Tenderer's eligibility to tender, determining whether he meets the specified minimum qualification criteria as specified in Clause3 of ITT and also determine his capacity to perform the contract as provided for in Clause 3 of the Instructions to Tenderers. Incomplete and insufficient furnishing of information and not uploading the requested documents may result in rejection of the Tender. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer³
 :.....

Certificate of Registration/Incorporation⁴
 :.....

Principal place of business:
 :_____

Details of PAN Card issued by Income tax authorities:⁵

Number:

Date of Issue:

Place of Issue:

Issued by whom:

Last IT return filed:⁶

Details of VAT/TAN registration Certificate:⁷

Number:

Date of issue:

Place of issue:

Issued by whom:

Last VAT/ST return filed:⁸

1.2 Total value of Printing works executed and payments 2009 – 10
 Received in the last five years Rs. lakhs⁹ 2010 – 11
 2011 – 12
 2012- 13
 2013- 14

³ Attach copy of document in support of information provided

⁴ Attach copy of document in support of information provided

⁵ Attach self attested copy

⁶ Attach copy of the Acknowledgement issued by IT authorities

⁷ Attach attested copies

⁸ Attach copy of the return filed.

⁹ Attach Certificate from Chartered Accountant

1.3 Printing Works performed as Prime Contractor (in the same name) of similar nature namely Printing of Text Books during the five financial years specified in 1.2 above.¹⁰

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of Printing work</u>	<u>Contract Number</u>	<u>Value of contract (Rs. Lakhs)</u>	<u>Date of issue of work order</u>	<u>Specified period for completion</u>	<u>Actual period of completion</u>	<u>Remarks explaining reasons for delay in completion</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>

1.4 Information on printing works for which Tenders have been submitted and printing works which are yet to be completed as on the date of this tender.

(A) Existing commitments and on-going printing works:

<u>Description of printing works</u>	<u>Location and state</u>	<u>Contract number and date</u>	<u>Name and address of Employer</u>	<u>Value of contract (Rs. Lakhs)</u>	<u>Work order date</u>	<u>Stipulated period of completion</u>	<u>Value of contract remaining to be completed</u>	<u>Anticipated date of completion</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>

¹⁰ Attach Certificates from the Employers (Government Departments/Government Undertakings/ Public Limited Companies) not below the rank of an Executive Engineer/Manager or equivalent.

(B) Printing Works for which Tenders already submitted and pending decision:

<u>Description of Printing works</u>	<u>Location and state</u>	<u>Name and address of Employer</u>	<u>Estimated value (Rs. Lakhs)</u>	<u>Date when decision expected</u>	<u>Stipulated period of completion</u>	<u>Remarks if any</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>

1.5. The following items of Printing and other machinery are considered essential for successfully carrying out the Printing works. The Tenderer should furnish all the information listed below.

Item of Equipment Remarks	Requirement		Owned and available	
	No.	Capacity	Owned Capacity	Number/ Age/ Condition

1.6 Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.9 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (c): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

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

Sd/-

Name of the Bank, Senior Bank Manger
Address:.....

1.11

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved
Remarks showing present status			

1.13 The proposed methodology and program of Printing, binding, transportation to wholesaler and retailers backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the Print and sale contract as per Schedule of Requirements and technical specifications within the stipulated period of completion.

Note: The Formats duly filled, signed and the information and documents requested above should be uploaded in the First Folder (Techno-Commercial tender).

**5. NOTARIZED SELF DECLARATION FOR ANTI-COLLUSION
AND ELIGIBILITY CERTIFICATE**

(On the Letter head of the Tenderer)

We hereby certify and confirm that in the preparation and submission of our Proposal for the Implementation of the work to print and sell of college textbooks to all over the Karnataka State, we have not acted in concert or in collusion with any other Tenderer 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 tender.

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

Dated this Day of, 2015

.....
(Name of the Tenderer)

(Signature of the Authorised Person)

(Name and designation of the Authorised Person)

.....
Attestation by the Notary.

Note: This notarized self declaration should be duly completed, signed and uploaded on the e-procurement portal in the First Folder (Techno-commercial tender)

6. DISTRIBUTORS LIST

SL No.	Name of District	Name of Distributor	Distributor's Address	Remarks
1	BENGALURU	1		
2		2		
3		3		
		4		
4	CHIKKABALLAPURA			
5	CHITRADURGA			
6	DAVANAGERE			
7	KOLAR			
8	MADHUGIRI			
9	RAMANAGAR			
10	SHIVAMOGGA			
11	TUMAKURU			
12	CHAMARAJNAGAR			
13	CHIKMAGALUR			
14	DAKSHINA KANNADA			
15	HASSAN	1		
		2		
16	KODAGU			
17	MANDYA			
18	MYSURU	1		
		2		
19	UDUPI			

20	BAGALKOT			
21	BELAGAVI	1		
		2		
22	VIJAYAPUR			
23	CHIKKODI			
24	HUBBALI-DHARWAD	1		
		2		
25	GADAG			
26	HAVERI			
27	SIRSI			
28	UTTAR KANNADA			
29	BALLARI	1		
		2		
30	BIDAR			
31	KALABURGI	1		
		2		
32	KOPPAL			
33	RAICHUR			
34	YADGIR			

Tenderer

Authorised Signatory

Note: This Distributor's List should be duly completed, signed and uploaded on the e-procurement portal in the First Folder (Techno-commercial tender)

7. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED AND DOCUMENTS SUBMITTED

I
/We.....
.....Son/daughter of residing at
.....
.....
.....(Address) Authorized Signatory/Proprietor /Partner/ Director of
M/s..... situated at
.....
..... (Address) hereby solemnly
declare as under:

1. That I/We have submitted my/our tender for the work of Print and Sell PUCI and II Text Books (Package (s)) in response to Invitation to Tender No. issued by on the e-procurement portal <https://eproc.karnataka.gov.in>.
2. That I/We have uploaded the scanned copies/copies of the following documents as required by the tender document and in support of my meeting the stipulated eligibility and qualification requirements as stipulated in the tender document:
 - (a)
 - (b)
 - (c)
 - (d)
 - (e)
 - (f)
 - (g)
 - (h)
 - (i)

3. That the information furnished by me/us in the format are correct to the best of my knowledge and the documents/ certificates uploaded are true to the originals;
4. That I/We am in possession of the original documents and ready to produce the original documents and the original documents in support of the qualification information furnished for verification by the Employer or his authorized representative within 5 days of receiving the request from the Employer or his authorized representative;
5. That I/We have not made misleading or false representation in the Forms, Statements and Attachments submitted/uploaded in proof of qualification requirements;
6. That I/We do not have record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion in completion, litigation history or financial failures etc.;
7. That I/We have not participated in the previous tenders for the same work and could not furnish rational justification for the prices quoted by me when requested by the Employer;
8. I /We am/are aware of the provision of ITT Clause 3.7 and agree that I/We am/are subject to be disqualified on the above accounts and also aware that the KTBS can take administrative action against me/us.

Deponent

VERIFICATION:

Verified at On this month
 Year that contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing is false or fabricated or has been concealed there from.

Deponent:

Note: This Form has to be duly completed, signed and uploaded on the e-procurement portal in the First Folder – Techno Commercial Tender

SECTION 3 (B) - (SECOND FOLDER)- FINANCIAL TENDER

1. TENDER FORM;
2. PRICE SCHEDULES

1. Tender Form

Date:

IFT N^o:

Name of Work: Print and Sell PUC II Text books within the State of Karnataka for the academic year 2015-16 .

To: The Managing Director, Karnataka Text Book Society ®

Address: No.4, DSERT Building, 100 Feet Ring Road, Hosakerehalli,
Banashankari 3rd Stage, Bengaluru 560085

Sir:

Having examined the Tender documents, including Addendum Nos. *[insert numbers]*, we, the undersigned, offer to Print and Sell PUC II Text books within the State of Karnataka for the academic year 2015-16 under the above-named Contract in full conformity with the said tender documents for the following Packages for the amounts stated against each of the Packages:

Sl.No.	Package Number	Total Amount in Figures (Rs)	Total Amount in Words (Rupees)
1			
2			
3			
4			
5			

The above amounts are in accordance with the Price Schedules attached herewith and are made part of this tender.

We undertake, if our tender is accepted, to commence the Printing work and to achieve Completion within the respective times stated in the tender documents.

If our tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the tender documents.

We agree to abide by this tender, for a period of 30 days from the date fixed for submission of tenders as stipulated in the tender documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We undertake 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”

Until a formal contract is prepared and executed between us, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____

.....[signature]

In the capacity
of.....
.[position]

Duly authorized to sign this bid for and on behalf of _____

[name of Tenderer]

Note: This Form has to be duly completed, signed and uploaded on the e-procurement portal in the Second Folder- Financial tender

	Total for Package No.....				

Name of Tenderer:.....

Package No:.....

Name of the Book-Title	Book Size	Approx number of copies	Approx number of pages for each copy	Rate per page in figures (maximum of four decimals)- Rupees	Total Amount (Rupees) Col 3 x Col4 x Col 5
1	2	3	4	5	6
	Total for Package No.....				

Name of Tenderer:.....

Package No:.....

Name of the Book-Title	Book Size	Approx number of copies	Approx number of pages for each copy	Rate per page in figures (maximum of four decimals)-Rupees	Total Amount (Rupees) Col 3 x Col4 x Col 5
1	2	3	4	5	6
	Total for Package No.....				

Notes:

While entering the rates the Tenderers shall keep in mind the following:

(a) The quoted price for the contract is on a “single responsibility basis” such that the total tender price covers all the Concessinaire’s obligations mentioned here under:

- (i) Cost of printing of text pages, cover page printing, lamination, perfect binding;
- (ii) Cost of packaging, transportation, transit insurance, all taxes and applicable duties;
- (iii) Payment of Service charge of 12.2 % of the contract value to Karnataka Text Book Society Bangalore by Demand draft in

favour of the “Managing Director, Karnataka Text Book Society, Bengaluru” payable at Bengaluru, at the time of issue of Notice to proceed with the work;

(iv) Royalty at the rate of 10 paise per copy for language text books to be paid by Demand draft in favour of the “Managing Director, Karnataka Text Book Society, Bengaluru” payable at Bengaluru, at the time of issue of Notice to proceed with the work;

(v) Payment of a minimum of 15% profit margin to the wholesaler and retailer book sellers;

(vi) Supply free of cost 25 copies of the titles of books whose tendered quantity is less than 5000 copies and 100 copies of titles of books whose tendered quantity is more than 5000 copies to the Department of Pre-University Education, Government of Karnataka;

(vii) Concessionaires profit for the due performance of the Contract;

(b) the total number of copies of the books and hence the total number of pages could increase or decrease by 25%;

(c) The rate per copy of the book (Titles) as quoted shall be the maximum selling price of the book which needs to be printed on each copy of the book;

(d) In case of discrepancy between the rate in figures and words the lower of the two will prevail;

Date:

(Signature of the Tenderer)

Note: This Form has to be duly completed, signed and uploaded on the e-procurement portal in the Second Folder- Financial tender

SECTION 4

FORMS

1 Letter of Acceptance

(letterhead paper of the Employer)

_____ [date]

To:

_____ [name and address of the Concessionaire]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the

_____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —

(_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security deposit, in the form detailed in Clause 27.1 of ITT for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to _____, failing which action as stated in Para 27.3 of ITT will be taken.

Yours faithfully,

Managing Director,
Karnataka Text Book Society ®

(Name of Employer/Employer's Representative)

Note: This Form is for the information of the Tenderer. It is NOT to be completed and uploaded by the Tenderer on the e-procurement portal

2. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the _____ day
of _____, 20_____.

BETWEEN

(1) The Managing Director, Karnataka Text Book Society ® (hereinafter called “the Employer”), and having its principal place of business at No.4, DSERT Building, 100 Feet Ring Road, Hosakerehalli, Banashankari 3rd Stage, Bengaluru 560085 and (2)[*name of Concessionaire*], and having its principal place of business at[*address of Concessionaire*] (hereinafter called “the Concessionaire”).

WHEREAS the Employer desires to award the right to the Concessionaire to Print and Sell PUC II Text books included in Package(s).....within Karnataka State for the academic year 2015-16 and the Concessionaire has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents:

Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Concessionaire, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto;
- (b) Tender and Price Schedules submitted by the Concessionaire;
- © Special Conditions of Contract;
- (d) General Conditions of Contract;
- (e) Technical Specifications and Drawings;
- (f) *Any other documents shall be added here*

1.2 **Order of Precedence** (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment:**Contract Price** (Reference GCC Clause 11)

The Employer hereby agrees for a Contract Price in consideration of the performance by the Concessionaire of its obligations hereunder. The Contract Price shall be:

Rupees.....
 or such other sums as may be determined in accordance with the terms and conditions of the Contract.

Terms of Payment (Reference GCC Clause 12)

No payment shall be made by the Employer. The Concessionaire has to pay the Employer and the Distributors the amounts as specified in the Concessionaire's obligations, incur expenditure for printing, binding, laminating, packing and transportation and recover the Contract Price including any other expenditure incurred by him for the performance of the Contract Obligations by sale of the specified text books at the agreed rates in the State of Karnataka during the Academic year 2015-16, through the distributors/retailers.

Article 3. Effective Date for Determining Time for Completion:**3.1 Effective Date** (Reference GCC Clause 1)

The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Concessionaire;
- (b) The Concessionaire has submitted to the Employer the performance security:

The Agreed Time Schedule for the performance of the Contract is given in Appenix2.

Article 4. Appendices:¹¹

- 4.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

[Signature]

[Title]
in the presence of _

Signed by, for and on behalf of the Contractor

[Signature]

[Title]
in the presence of _

APPENDICES

- Appendix 1 Scope of Work;
- Appendix 2 Time Schedule for the performance of the Contract
- Appendix 3 Obligations of the Concessionaire
- Appendix 4 Obligations of the Employer
- Appendix 5 Insurance Requirements
- Appendix 6 List of Approved Manufacturers for the Paper

Note: This Form is for the information of the Tenderer. It is NOT to be completed and uploaded by the Tenderer on the e-procurement portal

¹¹ The Appendices shall be firmed up and finalized after finalization of tender.

Appendix1. Scope of Work to be executed by the Concessionaire

The items of work included in this Contract are as under:

- (a) Collect the pre-press materials like positives/CDs from the Pre-University Education Department of GOK;
- (b) Print at least two copies of the titles included in the awarded packages as per specifications and submit the same for approval by the Pre-University Education Department of GOK. One copy would be returned after scrutiny and approval or with comments. In case of comments. The Concessionaire shall again print two copies and obtain the approval of the Employer before starting the Printing work;
- (c) Print the books included in the following packages as per stipulated specifications:

Package No:1

Sl No.	Name of Textbook Title	Classes	Size	Paper Quality		Colour Specification		Binding	Approx No. of Pages	Approximate number of copies
				Inner Page	Cover Page	Inner Page	Cover Page Colour			
PACKAGE- 01										

Package No: 2

Sl No.	Name of Textbook Title	Class	Size	Paper Quality		Colour Specification		Binding	Approx No. of Pages	Approximate number of copies
				Inner Page	Cover Page	Inner Page	Cover Page Colour			
PACKAGE- 02										

Package No:3

Sl No.	Name of Textbook Title	Class	Size	Paper Quality		Colour Specification		Binding	Approx No. of Pages	Approximate number of copies
				Inner Page	Cover Page	Inner Page	Cover Page Colour			
PACKAGE- 03										

Package No:4

Sl No.	Name of Textbook Title	Clas s	Size	Paper Quality		Colour Specificati on		Bind ing	Ap prx No. of Pag es	Approx imate numbe r of copies
				Inner Page	Cover Page	Inn er Pag e	Cov er Page Colo ur			
PACKAGE- 04										

- (d) Bind and laminate the Books as per specifications;
- (e) Store the books properly till the time of transportation
- (f) Transport the books to the approved distributors and retailers for each of the district;
- (g) Make arrangements for sale through the distributors and retailers.

Appendix2: Time Schedule

The Agreed Time schedule for this Contract is as follows:

Sl.No.	Description of Activity	Completion period reckoned from the date of signing of the Agreement (Number of days)	Remarks
1	Mobilization	7	
2	Collection of Pre-press material, Paper for Printing and inspection of the Printing premises and Paper by the Employer or his representative	15	
3	Print at least two copies of the titles included in the awarded packages as per specifications and submit the same for approval by the Employer. One copy would be returned after scrutiny and approval or with comments. In case of comments. The Concessionaire shall again print two copies and obtain the approval of the Employer before starting the Printing work;	30	Approval of the Sample should be obtained before starting the Printing work
4	Printing, binding and lamination	60	The Concessionaire requests the Employer or his representative to inspect the work during execution as

			and when lots are completed
5	Final inspection of the Employer or his representative of the work and issue of certificate of completion and go ahead for transportation	75	
6	Transportation of the books to the distributors /retailers of each district as per assessment made by the Concessionaire	90	The Concessionaire makes assessment of the quantities required for each district. If this milestone is not achieved by the Concessionaire Liquidated damages at 0.5% of the estimated cost of the Package per week or part thereof shall be leviable and recovered from the Concessionaire.
7	Sale process, feedback from Purchasers, repair of defects and/or replacement of any defective books	270	

Note: The Concessionaire shall adhere strictly to the above time schedules. In case of any delay in achieving the intermediate milestones 1 to 5 the Employer can levy liquidated damages as per his assessment which will be binding on the Concessionaire. The liquidated once levied will not be refunded even if the next and subsequent milestones are achieved in time. For any delay in achieving the milestone 6 as listed above Liquidated damages at 0.5% of the estimated cost of the package shall be levied and recovered for dealy of a week or part thereof.

Appendix3: Obligations of the Concessionaire

The Obligations of the Concessionaire are detailed in full in the Tender Document. However some of the important obligations are listed hereunder. In case of contradictions, the provisions in the Tender Documents which forms a part of the Contract shall prevail.

The Concessionaire shall:

1. Make payment of Service charges of 12.2% of the Contract price to the Karnataka Text Book Society, Bengaluru by demand draft in favour of the “Managing Director, Karnataka Text Book Society, Bengaluru “ payable at Bengaluru at the time of issue of the the Notice to proceed with the Work;
2. Make payment of Royalty at the rate of 10 paise per copy for the language text books to the Karnataka Text Book Society, Bengaluru by demand draft in favour of the “ Managing Director, Karnataka Text Book Society, Bangalore” payable at Bangalore at the time of issue of the Notice to proceed with the Work;
3. Nominate a representative;
4. Collect the pre-press materials like positives/CDs from the Pre-University Education Department of GOK;
5. Prepare and submit (within 10 days of signing of the Contract) to the Employer’s Representative a detailed program of performance of the Contract made in a form acceptable to the Employer’s Representative and showing the sequence in which it proposes to implement the Work;
6. Print at least two copies of the titles included in the awarded packages as per specifications and submit the same for approval by the Employer. One copy would be returned after scrutiny and approval or with comments. In case of comments. The Concessionaire shall again print two copies and obtain the approval of the Employer before starting the Printing work;
7. Employer or Department of PU Board Representatives are visit the printing location for verification of the progress.
8. Supply every week a Progress Report on the implementation of the Work to the Employer’s Representative;

-
9. Take out the required insurances as per Appendix 5 and hand over copies of the insurances policies to the Employer's representative;
 10. Procure the Paper from approved manufacturers as given in Appendix 6;
 11. Comply with all the laws in force in India and Karnataka;
 12. Print, bind and laminate the text books as per specifications and as per contracted quantity within the agreed time schedule;
 13. Supply free of cost 25 copies of each of the titles of books whose tendered quantity is less than 5000 copies to the Department of Pre-University Education, Government of Karnataka;
 14. Supply free of cost 100 copies of each of the titles of books whose tendered quantity is more than 5000 copies to the Department of Pre-University Education, Government of Karnataka;
 15. Store the printed text books in a safe condition;
 16. Pack properly and transport the requisite copies of the various titles of text books to the distributors/retailers in the various districts for sale to the students;
 17. Make payment of a minimum of 15% profit margin to the distributors/retailers;
 18. Ensure the uninterrupted availability of the text books during the academic year;
 19. Replace the damaged text books during the defect liability period of 6 months after the date of successful completion of the Work;
 20. Safely return the Pre-press material in good condition to the Pre-University Education Department and obtain receipt and hand over the same to the Employer;
 21. Submit a completion report with a feedback detailing the difficulties experienced if any on the implementation of the Contract and suggestion for improvement in future years;

Appendix 4: Obligations of the Employer

The Obligations of the Employer are detailed in full in the Tender Document. However some of the important obligations are listed hereunder. In case of contradictions, the provisions in the Tender Documents which forms a part of the Contract shall prevail.

The Employer shall:

1. Ensure accuracy of all information and/or data to be supplied such as Pre-press material in the form of CDs;
2. Assist if requested by the Concessionaire in obtaining in a timely and expeditious manner all permits, approvals , licenses etc necessary for the successful implementation of the Contract;
3. Designate an officer as Employer's representative and give the necessary approvals;
4. Depute the personnel for inspection without delay;
5. Employ Third party Inspector (if need be) for making the desired inspections;
6. Expeditiously bring to the notice of the Concessionaire any defective supplies received.

Appendix 5: Insurance Requirements

The Concessionaire shall take out the following insurances:

1. Insurance against fire in the Print factory: Covering loss or damage occurring during the period of Printing, binding and lamination and subsequent storage. Insurance amount equal to 110% of the estimated cost of the Printed text books for the period of start of the Work till transportation;
2. Cargo Insurance during transport: Covering loss or damage occurring while in transit from the Printer's factory to the distributor's/retailer's premises. Insurance amount equal to 110% of the cost of the Printed text book for the period of transportation from the Print factory to the Distributors/retailers of the various districts;
3. Third Party Liability Insurance: Covering bodily injury or death suffered by third parties (including Employer's personnel) and loss of or damage to property occurring in connection with the printing, binding, lamination, distribution and sale of the books: As per applicable law, a minimum of Rs.10 lakhs (covering two persons) for a period of six months;
4. Automobile Liability Insurance: As per applicable law;
5. Workers Compensation Insurance: As per statutory requirements applicable in India;

Appendix 6: List of Approved Manufacturers for the Paper.

The Concessionaire shall procure and use the paper manufactured by the following Paper Mills conforming to the specification laid down in these documents:

1. M/s. Mysore paper Mills, Bhadravathi, Karnataka;
2. M/s. West Coast Paper Mills, Dandeli, Karnataka;
3. M/s. TNPL, Tamil Nadu;
4. M/s. Andhra Pradesh Paper Mills, Rajmundry, Andhra Pradesh;
5. M/s. Seshasai Paper and Board Limited, Erode, Tamil Nadu;
6. M/s. JK Paper Limited, Orissa
7. Or other equivalent makes conforming to relevant BS specifications.

Note: The Appendices are for the information of the Tenderer and are NOT to be completed and uploaded on the e-procurement portal

3. Issue of Notice to proceed with the Contract

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Concessionaire)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 27.1 and signing of the contract agreement to Print and Sell PUC I and PUC II Text Books within Karnataka State for the Academic year 2015-16 for a Tender Price of Rs. _____, you are hereby instructed to proceed with the execution of the said contract in accordance with the contract documents.

Yours faithfully,

(Signature, name
and title of signatory authorized to sign on behalf of
Employer)

Note: This Form is for the information of the Tenderer. It is NOT to be completed and uploaded by the Tenderer on the e-procurement portal

Section 5: Schedule of Requirements

Package & Title wise Details

II year PUC Arts, Commerce, Languages subjects for the year 2015-16

Sl No.	Name of Textbook Title	Classes	Size	Paper Quality		Colour Specification		Binding	Apprx No. of Pages	Approximate number of copies
				Inner Page	Cover Page	Inner Page	Cover Page Colour			
1	Kannada Text Book	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminated	4	4	Perfect	224	3,10,700
2	Hindi Text Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	208	52,600
3	Hindi Work Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	128	52,600
4	Tamil Text Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	224	350

5	Telugu Text Book	II PUC	Demy 1/8	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	288	150
6	Economics (KM)	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	272	1,58,000
7	Urdu Work Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	112	8,300
8	Sanskrit Text Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	224	11,200
9	Urdu Text Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	240	8,300
10	Political Science (E.M)	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	272	53,500
PACKAGE – 01										6,55,700

1	Malayalam Text book	II PUC	Demy 1/8	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	208	100
2	Marathi Text Book	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminated	4	4	Perfect	160	2,100
3	Marathi Work Book	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminated	4	4	Perfect	80	2,100
4	Arabic Text Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	208	300
5	Arabic Work Book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	144	300
6	English Work Book	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminated	4	4	Perfect	144	3,59,000
7	English Text book	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminated	4	4	Perfect	176	3,59,000
PACKAGE -02									7,22,900	

1	Optional Kannada	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp boardLa minated	4	4	Perfec t	176	6,000
2	History (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	240	1,63,100
3	History (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	256	43,600
4	Economics (EM)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	320	85,000
5	Logic (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	128	800
6	Logic (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	128	200
7	Geography (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat ed	4	4	Perfec t	352	25,700

8	Geography (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat ed	4	4	Perfec t	368	8,000
9	Kannada workbook	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	80	3,10,700
PACKAGE – 03										6,43,100
1	Hindustani Music (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat ed	4	4	Perfec t	112	200
2	Hindustani Music (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	96	100
3	Business Studies (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	192	45,500
4	Business Studies (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	176	85,000
5	Sociology (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat	4	4	Perfec t	400	1,13,200

					ed					
6	Sociology (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	336	15,500
7	Political Science (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	272	1,31,000
8	Accountancy (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	580	45,500
9	Accountancy (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	550	85,000
10	Statistics	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	464	25,100
11	Psychology (K.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	272	500
12	Psychology (E.M)	II PUC	Crown $\frac{1}{4}$	80 GSM MAP LITHO	250 GSM Pulp board Laminat	4	4	Perfec t	256	1200

					ed					
13	Education(K.M)	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	240	28,000
14	Education(E.M)	II PUC	Crown ¼	80 GSM MAP LITHO	250 GSM Pulp board Laminat ed	4	4	Perfec t	240	900
15	Home Science	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat ed	4	4	Perfec t	288	400
16	Basic Maths(E.M)	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat ed	4	4	Perfec t	704	6000
17	Electronics Text Book	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat ed	4	4	Perfec t	610	7200
18	Electronics Lab Manual	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat ed	4	4	Perfec t	96	7200
19	Computer Science Text Book	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminat	4	4	Perfec t	480	42,000

					ed					
20	Computer Science Lab Manual	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminated	4	4	Perfect	64	42,000
21	Karnataka Music(KM)	II PUC	Crown ¼	80 GSM * MAP LITHO	250 GSM* Pulp board Laminated	4	4	Perfect	60	100
PACKAGE - 04										6,81,600

**Managing Director ,
Karnataka Text Book Society(R)**

Note: The Schedule of Requirements is for the information of the Tenderers and is NOT to be uploaded on the e-procurement Portal

Section 6. General Conditions of Contract

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General Conditions of Contract

A. Contract and Interpretation

1. Definitions:

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) **“Arbitrator”** is the person appointed as such under the Indian Arbitration and Conciliation Act 1996 to arbitrate on the disputed issues
 - (c) **“Completion”** means that the obligations under the Contract have been completed
 - (d) **“Contract”** means the Contract Agreement entered into between the Employer and the Concessionaire, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
 - (e) **“Contract Documents”** means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).
 - (f) **“Contract Price”** means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (g) **“Concessionaire”** means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and **SCC**, and includes the legal successors or permitted assigns of the Concessionaire.
 - (h) **“Concessionaire’s Equipment”** means all Printing and binding plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required for completing all the obligations required under the Contract.
 - (i) **“Concessionaire’s Representative”** means any person nominated by the Concessionaire and named as such in the **SCC** and approved by the Employer in the manner provided in GCC Sub-Clause 17.2 hereof to perform the duties delegated by the Concessionaire.
 - (j) **“Day”** means calendar day of the Gregorian Calendar.

-
- (k) **“Defect Liability Period”** means the period of validity of the warranties given by the Contractor commencing at Completion of the Work during which the Concessionaire is responsible for defects with respect to the Work as provided in GCC Clause 27 (Defect Liability) hereof.
 - (l) **“Effective Date”** means the date of fulfillment of all conditions stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement, for the purpose of determining the Time for Completion.
 - (m) **“Employer”** means the person named as such in the SCC and includes the legal successors or permitted assigns of the Employer.
 - (n) **“Employer’s Representative”** means the person appointed by the Employer in the manner provided in GCC sub-clause 17.1 hereof and named as such in the SCC to perform the duties delegated by the Employer.
 - (o) **“GCC”** means the General Conditions of Contract hereof.
 - (p) **“Month”** means calendar month of the Gregorian Calendar.
 - (q) **“SCC”** means the Special Conditions of Contract.
 - (r) **“Time for Completion”** means the time within which Completion of the obligations as a whole is to be completed in accordance with the specifications in the SCC and the relevant provisions of the Contract.

2. Contract Documents:

- 2.1 The Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation:

3.1 Language

3.1.1 The ruling language of the Contract shall be English

3.1.2 The language for communications shall be English.

- 3.2 **Singular and Plural:** The singular shall include the plural and the plural the singular, except where the context otherwise requires.

- 3.3 Headings: The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 3.4 Persons: Words importing persons or parties shall include firms, corporations and government entities.
- 3.5 Entire Agreement: The Contract constitutes the entire agreement between the Employer and Concessionaire with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 3.6 Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.
- 3.7 Independent Concessionaire: The Concessionaire shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Concessionaire shall be solely responsible for the manner in which the Contract is performed. All employees, representatives engaged by the Concessionaire in connection with the performance of the Contract shall be under the complete control of the Concessionaire and shall not be deemed to be employees of the Employer, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives and the Employer.

3.8 Non-Waiver:

- 3.8.1 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.8.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.9 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Communications:

4.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered against receipt; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Agreement.

When a certificate is issued to a Party, the certifier shall send a copy to the other Party or the Employer's Representative or the other Party, as the case may be.

5. Governing Law and Language:

5.1 The Contract shall be governed by and interpreted in accordance with laws of the Union of India supplanted by the Karnataka Local Acts.

6. Settlement of Disputes:

6.1 The Employer and the Concessionaire 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.

6.2 If, after thirty (45) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Concessionaire 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.

6.3 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.

- 6.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 6.5 Notwithstanding 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 Concessionaire shall pay the Employer any monies due the Employer

B. Subject Matter of Contract

7. Scope of Work:

- 7.1 Unless otherwise expressly limited in the Technical Specifications, the Concessionaire's obligations cover the printing, binding, lamination, distribution and retailer sale process of PUC I&II books as described for the Packages awarded to him, across the State of Karnataka throughout the Contract period in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, the provision of supervision Printing services; the supply of labor, materials, equipment, storage and transportation
- 7.2 The Concessionaire shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Contract as if such work and/or items and materials were expressly mentioned in the Contract.

8. Time for Commencement and Completion:

- 8.1 The Concessionaire shall commence work on the Contract within the period specified in the SCC and without prejudice to GCC Sub-Clause 26.2 hereof, the Concessionaire shall thereafter proceed with the work in accordance with the time schedule specified in the corresponding Appendix (Time Schedule) to the Contract Agreement.
- 8.2 The Concessionaire shall complete the work within the time stated in the SCC or within such extended time to which the Concessionaire shall be entitled under GCC Clause 40 hereof.

9. Concessionaire's Responsibilities:

- 9.1 The Contractor shall collect the pre-press material like positives/CDs from the Pre-University Education Department immediately on signing of the Contract. The Pre-press material shall be promptly returned to the Pre-University Education Department in good condition after the completion of the Contract and the receipt for having received the same shall be submitted to the Employer.
- 9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Work provided by the Employer, and on the basis of information that the Concessionaire could have obtained from the Employer. The Concessionaire acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- 9.3 The Concessionaire shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in Karnataka that are necessary for the performance of the Contract. The Concessionaire shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.
- 9.4 The Concessionaire shall comply with all laws in force in India and Karnataka. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Concessionaire. The Concessionaire shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Concessionaire or its personnel, but without prejudice to GCC Sub-Clause 10.1 hereof.
- 9.5 The Concessionaire shall be responsible for all raw materials, labor, utilities, etc for the due performance of the Contract.

10. Employer's Responsibilities:

- 10.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer, in the Appendices, except when otherwise expressly stated in the Contract.

10.2 If requested by the Concessionaire, the Employer shall use its best endeavors to assist the Concessionaire in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Concessionaire or the personnel of the Concessionaire as the case may be.

10.3 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Employer, except those specifically mentioned in the Contract.

10.4 In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Concessionaire, in consequence thereof (if any) shall be determined by the Employer and added to the Contract Price.

C. Payment

11. Contract Price:

11.1 The Contract Price shall be as specified in Article 2 of the Form of Contract Agreement.

11.2 Unless indicated otherwise in the SCC, the Contract Price shall be a firm not subject to any alteration.

11.3 The Concessionaire shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment:

12.1 No payments shall be made by the Employer. The Concessionaire has to recover the Contract Price including any other expenditure incurred by him by sale of the specified text books in the State of Karnataka during the Academic year 2015-16.

13. Securities:

13.1 Issuance of Securities

The Concessionaire shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.

13.2 Performance Security

13.2.1 The Concessionaire shall, within twenty (20) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the SCC.

13.2.2 The security shall be denominated in Indian Rupees and shall be in the forms as specified in Clause 27 of ITT

13.3 The security shall be valid for a period of 30 days beyond the defect liability period of 180 days or March 31, 2016 whichever is later. The security shall be returned to the Concessionaire immediately after its expiration.

13.4 The Employer shall not make a claim under the Performance Security, except for the amounts to which the Employer is entitled under the Contract.

14. Taxes and Duties:

14.1 The Concessionaire shall bear and pay all taxes, duties, levies and charges assessed on the Concessionaire, by all municipal, state or national government authorities in connection with the obligations under the Contract. The Concessionaire shall bear and promptly pay other taxes such as sales tax, value added tax (VAT), and other levies, imposed by the law of India/Karnataka for the due performance of its obligations under the Contract.

14.2 If any tax exemptions, reductions, allowances or privileges may be available to the Concessionaire in India/Karnataka, the Employer shall use its best endeavors to enable the Concessionaire to benefit from any such tax savings to the maximum allowable extent.

D. Intellectual Property

15. License/Use of Technical Information:

15.1 The copyright of all drawings, documents and other materials contained in the Pre-press material such as Positives/CD and other data and information furnished to the Concessionaire by the Employer herein shall remain vested in the Employer.

16. Confidential Information:

16.1 The Employer and the Concessionaire shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

16.2 The obligation of a party under GCC Sub-Clauses 16.1 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

16.3 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Assignment or any part thereof.

16.4 The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.

E. Execution of the Work**17. Representatives:**

17.1 Employer's Representative: If the Employer's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Concessionaire in writing of the name of his Representative. The Employer may from time to time appoint some other person as his Representative in place of the person previously so appointed, and shall give a notice of the name of such other person to the Concessionaire without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of Work. Such appointment shall only take effect upon receipt of such notice

by the Concessionaire. The Employer's Representative shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Employer's Representative, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Concessionaire to the Employer under the Contract shall be given to the Employer's Representative, except as herein otherwise provided.

17.2 Concessionaire's Representative:

17.2.1 If the Concessionaire's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Concessionaire shall appoint the Concessionaire's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Concessionaire's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Concessionaire shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Concessionaire's Representative shall represent and act for the Concessionaire at all times during the currency of the Contract and shall give to the Employer's Representative all the notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Employer or his Representative to the Contractor under the Contract shall be given to the Concessionaire's Representative or, in its absence, its deputy, except as herein otherwise provided. The Concessionaire shall not revoke the appointment of the Concessionaire's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Concessionaire shall appoint some other person as the Concessionaire's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1.

17.2.3 The Concessionaire's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be

revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Concessionaire's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Employer's Representative. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Concessionaire's Representative.

17.2.4 The Employer may by notice to the Concessionaire object to any representative or person employed by the Concessionaire in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of regulations. The Employer shall provide evidence of the same, whereupon the Concessionaire shall remove such person.

17.2.5 If any representative or person employed by the Concessionaire is removed in accordance with GCC Sub-Clause 17.2.4 the Concessionaire shall, where required, promptly appoint a replacement.

18. Work Program:

18.1 Program of Performance

Within ten (10) days after the date of signing the Contract Agreement, the Concessionaire shall prepare and submit to the Employer's Representative a detailed program of performance of the Contract, made in a form acceptable to the Employer's Representative and showing the sequence in which it proposes to implement the Work. The program so submitted by the Concessionaire shall be in accordance with the Time Schedule included in the corresponding Appendix 2 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Employer's Representative, but without modification in the Times for Completion given in the SCC and any extension granted in accordance with GCC Clause 33 and shall submit all such revisions to the Employer's Representative.

18.2 Progress Report:

The Concessionaire shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.1 above, and supply a progress report to the Employer's representative every week

The progress report shall be in a form acceptable to the Employer's Representative and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

18.3 Progress of Performance:

If at any time the Concessionaire's actual progress falls behind the program referred to in GCC Sub-Clause 18.1, or it becomes apparent that it will so fall behind, the Concessionaire shall, at the request of the Employer or his Representative, prepare and submit to the Employer's Representative a revised program, taking into account the prevailing circumstances, and shall notify the Employer's representative of the steps being taken to expedite progress so as to attain Completion of the Assignment within the Time for Completion under GCC Sub-Clause 8.2, any extension thereof entitled under GCC Sub-Clause 32.1, or any extended period as may otherwise be agreed upon between the Employer and the Concessionaire.

18.4 Procedures:

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Sample Forms and Procedures of the Contract Documents.

The Concessionaire may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

19. Design and Engineering:

19.1 Specifications and Drawings:

19.1.1 The Concessionaire shall execute the basic and detailed design in compliance with the provisions of the Contract, or where not so specified, in accordance with good practice.

The Concessionaire shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Employer's Representative or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Concessionaire by or on behalf of the Employer.

19.1.2 The Concessionaire shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer's Representative.

19.2 Codes and Standards:

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GCC Clause 31.

19.3 Approval/Review of Technical Documents by Employer's Representative:

- 19.3.1 The Concessionaire shall prepare and furnish to the Employer's Representative the documents for its approval or review as specified and in accordance with the requirements of GCC Sub-Clause 18.3 (Program of Performance).
- 19.3.2 Within seven (7) days after receipt by the Employer's Representative of any document requiring his approval the Employer's Representative shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Concessionaire in writing of its disapproval thereof and the reasons there for and the modifications that the Employer's Representative proposes. If the Employer's Representative fails to take such action within the said seven (7) days, then the said document shall be deemed to have been approved by the Employer's Representative.
- 19.3.3 The Employer's Representative shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- 19.3.4 If the Employer's Representative disapproves the document, the Concessionaire shall modify the document and resubmit it for the Employer's Representative's approval. If the Employer's Representative approves the document subject to modification(s), the Concessionaire shall make the required modification(s), whereupon the document shall be deemed to have been approved.
- 19.3.5 If any dispute or difference occurs between the Employer and the Concessionaire in connection with or arising out of the disapproval by the Employer's Representative of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or differences shall be referred to the Commissioner, Department of Education GOK for adjudication..
- 19.3.6 The Employer's Representative's approval, with or without modification of the document furnished by the Concessionaire, shall not relieve the Concessionaire of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Employer's Representative.

19.3.7 The Concessionaire shall not depart from any approved document unless the Concessionaire has first submitted to the Employer's Representative an amended document and obtained his approval thereof. If the Employer's Representative requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 31 shall apply to such request.

20. Work:

20.1 Printing, binding and lamination:

The Concessionaire shall print, bind and laminate the books and transport all the books to the distributors and retailers in various districts of Karnataka.

20.2 Transportation

20.2.1 The Concessionaire shall at its own risk and expense transport all the printed books by the mode of transport that the Concessionaire judges most suitable under all the circumstances.

20.2.2 The Concessionaire shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the printed books to the distributors and retailers.

21. Implementation of Work:

21.1 Concessionaire's Supervision: The Concessionaire shall give or provide all necessary superintendence during the implementation of the Work. The Concessionaire shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the Work.

21.2 Labor:

- (a) The Concessionaire shall provide and employ in the implementation of the Contract such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Concessionaire is encouraged to use local labor that has the necessary skills;
- (b) Unless otherwise provided in the Contract, the Concessionaire shall be responsible for the recruitment, transportation, accommodation and catering of all labor, required for the execution of the Contract;

- (c) The Concessionaire shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees;
- (d) The Concessionaire shall, in all dealings with its labor employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

22. Test and Inspection:

22.1 The Contractor shall at its own expense carry out at the place of printing, all such tests and/or inspections of the Printing, binding, lamination etc..

22.2 The Employer and the Employer's Representative or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

22.3 Whenever the Concessionaire is ready to carry out any such test and/or inspection, the Concessionaire shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Employer's Representative.

22.4 The Concessionaire shall provide the Employer's Representative with a certified report of the results of any such test and/or inspection.

If the Employer or Employer's Representative (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Concessionaire may proceed with the test and/or inspection in the absence of such persons, and may provide the Employer's Representative with a certified report of the results thereof

22.5 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection that cannot be settled between the parties within a reasonable period of time, it may be referred to The Commissioner of Education GOK for adjudication.

22.6 Employer or Department of PU Board Representatives are visit the printing location for verification of the printing progress & supply status.

23. Completion of Work:

- 23.1 As soon as the Printing work and binding and lamination work has, been completed as specified in the Technical Specifications and before transportation to the Distributors/retailers, the Concessionaire shall inform the Employer's representative to conduct inspection.
- 23.2 The Employer's Representative shall, within seven (7) days after receipt of the Concessionaire's notice inspects the work and issues a certificate to begin transportation or notify the Concessionaire in writing of any defects and/or deficiencies.
- 23.3 If the Employer's Representative fails to issue the Completion Certificate and fails to inform the Concessionaire of any defects and/or deficiencies within seven (7) days after receipt of the Concessionaire's notice shall be deemed to have reached Completion as of the date of the Concessionaire's notice and the Concessionaire shall commence transportation.

F. Guarantees and Liabilities**24. Completion Time Guarantee:**

- 24.1 The Concessionaire guarantees that it shall Complete the printing, binding, lamination and transport to the distributors and retailers within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Concessionaire shall be entitled under GCC Clause 32 hereof.
- 24.2 If the Concessionaire fails to attain Completion of the activities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 32 the Concessionaire shall pay to the Employer liquidated damages in the amount specified in the SCC as a percentage rate of the Contract Price, or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 34.2.2. Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 32. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Work or from any other obligations and liabilities of the Contractor under the Contract.

25. Defect Liability:

25.1 The Concessionaire warrants that the Printing, binding, lamination or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the work executed.

25.2 The Defect Liability Period shall be six (6) months from the date of Completion of the printing work.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the books sold through distributors/retailers, the Concessionaire shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Concessionaire shall, at its discretion, determine) such defects. The Concessionaire shall not be responsible for the repair, replacement or making good of any defect or of any damage to the printed books out of or resulting from any of the following causes:

- (a) improper use by the purchaser of the text books;
- (c) normal wear and tear.

25.3 The Employer shall give the Concessionaire a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Concessionaire to inspect any such defect.

25.4 If the Concessionaire fails to remedy such defect or any damage to the text books within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Employer may, following notice to the Concessionaire, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Concessionaire or may be deducted by the Employer from any monies due the Concessionaire under the Performance Security.

25.5 The payment of liquidated damages under GCC Sub-Clause 24.2, up to the limitation of liability specified in the SCC, shall completely satisfy the Concessionaire's guarantees and the Concessionaire shall have no further liability whatsoever to the Employer in respect thereof.

26. Patent Indemnity:

26.1 The Concessionaire shall, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the implementation by the Concessionaire of the Contract in Karnataka where it is being performed.

26.2 The Employer shall indemnify and hold harmless the Concessionaire and its employees, and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Concessionaire may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

27. Limitations of Liability:

27.1 Except in cases of criminal negligence or willful misconduct,

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

G. Risk Distribution

28. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification:

28.1 The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property arising in connection with the printing, binding and distribution of text books by reason of the negligence of the Concessionaire or his employees, officers or agents, .

28.2 If any proceedings are brought or any claim is made against the Employer that might subject the Concessionaire to liability under GCC Sub-Clause 28.1, the Employer shall promptly give the Concessionaire a notice thereof and the Concessionaire may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Concessionaire fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Concessionaire has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Concessionaire's request, afford all available assistance to the Concessionaire in conducting such proceedings or claim, and shall be reimbursed by the Concessionaire for all reasonable expenses incurred in so doing.

28.3 The party entitled to the benefit of an indemnity shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

29. Insurance:

29.1 To the extent specified in the corresponding Appendix (Insurance Requirements) to the Contract Agreement, the Concessionaire shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix5. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Insurance against Fire in Print Factory:

Covering loss or damage due to fire in Print factory and storage during the contract period.

(b) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Printer's Factory to the Distributors /retailer's premises

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property occurring in connection with the printing, binding, distribution and sale of the books.

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Concessionaire in connection with the execution of the Contract.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in India.

29.2 The Employer shall be named as co-insured under all insurance policies taken out by the Concessionaire except for the Third Party Liability, Workers' Compensation. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

29.3 The Concessionaire shall, in accordance with the provisions of the corresponding Appendix (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.

29.4 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC 29.1 above the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Concessionaire under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Concessionaire.

29.5 Unless otherwise provided in the Contract, the Concessionaire shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 29, and all monies payable by any insurers shall be paid to the Concessionaire. The Employer shall give to the Concessionaire all such reasonable assistance as may be required by the Concessionaire. With respect to insurance claims in which the Employer's interest is involved, the Concessionaire shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Concessionaire's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Concessionaire.

30. Force Majeure:

30.1 Notwithstanding the provisions of GCC Clauses 20, 21, 22, the Concessionaire shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

30.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Concessionaire and Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

H. Changes in Contract Elements

31. Changes in the Work included in the Contract:

31.1 Introducing a Change

31.1.1 The Employer shall have the right to propose, and subsequently require, that the Employer's Representative orders the Concessionaire from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Work (hereinafter called "Change"), provided that such Change falls within the general scope of the Work and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Work and the technical compatibility of the Change envisaged with the nature of the Work as specified in the Contract.

31.1.2 The Concessionaire may from time to time during its performance of the Contract propose to the Employer (with a copy to the Employer's Representative) any Change that the Concessionaire considers necessary or desirable to improve the quality, of the Contract. The Employer may at its discretion approve or reject any Change proposed by the Concessionaire.

31.1.3 Notwithstanding GCC Sub-Clauses 31.1.1 and 31.1.2, no change made necessary because of any default of the Concessionaire in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion

32. Extension of Time for Completion:

32.1 The Time(s) for Completion specified in the SCC shall be extended if the Concessionaire is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the Work as provided in GCC Clause 31;
- (b) any occurrence of Force Majeure as provided in GCC Clause 30;
- (c) any suspension order given by the Employer under GCC Clause 33 hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 33.2 or
- (d) any default or breach of the Contract by the Employer, , or any activity, act or omission of any other contractors employed by the Employer or
- (e) delays attributable to the Employer or
- (f) any other matter specifically mentioned in the Contract

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

32.2 Except where otherwise specifically provided in the Contract, the Concessionaire shall submit to the Employer's Representative a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Concessionaire shall agree upon the period of such extension. In the event that the Concessionaire does not accept the Employer's estimate of a fair and reasonable time extension, the Concessionaire shall be entitled to refer the matter to Commissioner, Education Department GOK for adjudication. If the Concessionaire is not satisfied with the decision of the Commissioner, he is entitled to refer the matter to Arbitration pursuant to GCC Clause 6.

32.3 The Concessionaire shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

33. Suspension:

33.1 The Employer may request the Employer's representative, by notice to the Concessionaire, to order the Concessionaire to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons there for. The Concessionaire shall thereupon suspend performance of such obligation until ordered in writing to resume such performance by the Employer's Representative

If, by virtue of a suspension order given by the Employer's Representative, other than by reason of the Concessionaire's default or breach of the Contract, the Concessionaire's performance of any of its obligations is suspended for an aggregate period of more than sixty (60) days, then at any time thereafter and provided that at that time such performance is still suspended, the Concessionaire may give a notice to the Employer's Representative requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 31, excluding the performance of the suspended obligations from the Contract.

If the Employer fails to do so within such period, the Concessionaire may, by a further notice to the Employer's Representative, elect to treat the suspension, where it affects a part only of the Work, as a deletion of such part in accordance with GCC Clause 31 or, where it affects the whole of the Work, as termination of the Contract under GCC Sub-Clause 34.1.

33.2 If

- (a) the Concessionaire is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide Pre-press material in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Assignment,

then the Concessionaire may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

33.3 If the Concessionaire's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 33, then the Time

for Completion shall be extended in accordance with GCC Sub-Clause 32.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

34. Termination:

34.1 Termination for Employer's Convenience

34.1.1 The Employer may at any time terminate the Contract for any reason by giving the Concessionaire a notice of termination that refers to this GCC Sub-Clause 34.1.

34.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 34.1.1, the Concessionaire shall either immediately or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Work already executed;
- (b) In addition, the Concessionaire, shall
 - (i) deliver to the Employer the parts of the Works executed by the Concessionaire up to the date of termination;
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Concessionaire to the Work;

34.2 Termination for Concessionaire's Default

34.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons there for to the Concessionaire, referring to this GCC Sub-Clause 34.2:

- (a) if the Concessionaire becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Concessionaire is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the

Concessionaire takes or suffers any other analogous action in consequence of debt;

- (b) if the Concessionaire assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 35
- (c) if the Concessionaire, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing 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 Employer, 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 Employer of the benefits of free and open competition.

“collusive practice” means a scheme or arrangement between two or more Tenderers, with or without the knowledge of the Employer, designed to establish tender prices at artificial, non competitive levels; and;

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

34.2.2 If the Concessionaire

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the Work promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed;

- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Work in the manner specified in the program furnished under GCC Sub-Clause 18.2 at rates of progress that give reasonable assurance to the Employer that the Concessionaire can attain Completion of the Work by the Time for Completion as extended,

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Concessionaire stating the nature of the default and requiring the Concessionaire to remedy the same. If the Concessionaire fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Concessionaire that refers to this GCC Sub-Clause 34.2.

34.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 34.2.1 or 34.2.2, the Concessionaire shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Work already executed, or any work required to completion of a part of the Work;
- (c) deliver to the Employer the parts of the Work executed by the Concessionaire up to the date of termination;
- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Concessionaire to the Work.

35. Assignment:

35.1 Neither the Employer nor the Concessionaire shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under

Section 7: Special Conditions of Contract.

Special Conditions of Contract

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

GCC 1.1 (g)	The Concessionaire is: <i>[Name, address, and telephone, cable and facsimile numbers]</i>
GCC 1.1 (i)	The Concessionaire's Representative is: <i>[Name, address, and telephone, cable and facsimile numbers]</i>
GCC 1.1 (m)	The Employer is: <i>The Managing Director, Karnataka Text Book Society ®</i> <i>Address: No.4, DSERT Building, 100 feet Ring Road; Hosakerehalli, Banashankari 3rd Stage; Bengaluru 560085</i> <i>Telephone: (080)-26422238; 26422245 Fax:(080)-26421299</i> <i>e-mail: jdklbs@gmail.com</i>
GCC 1.1 (n)	The Employer's Representative is: <i>Deputy Director, Karnataka Text Book Society ®</i> <i>Address: No.4, DSERT Building, 100 feet Ring Road; Hosakerehalli, Banashankari 3rd Stage; Bengaluru 560085</i> <i>Telephone: : (080)-26422238; 26422245 Fax:(080)-26421299</i> <i>e-mail: ddpiklbs@gmail.com</i>
GCC 1.1 (r)	Time for Completion for Print and Sell is 90 days
GCC 4.1	For Communications , the Employer's address shall be: <i>Attention: [insert full name of person, if applicable]</i> <i>Street Address: [insert street address and number]</i> <i>Floor/ Room number: [insert floor and room number, if applicable]</i> <i>City: [insert name of city or town]</i>

	<p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p>Concessionaire's address for Communication purposes:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p>
GCC 5.1	The Contract shall be interpreted in accordance with the laws of Union of India supplanted by the Karnataka local Acts.
GCC 6.3	<p>The dispute settlement mechanism to be applied pursuant to GCC Clause 6.3 shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a domestic Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,</p>

	<p>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 President of the Indian Council of Arbitration, New Delhi. A certified copy of the appointment Order shall be supplied to each of the Parties.</p> <p>(b) 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.</p> <p>(c) The decision of the arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.</p> <p>(d) Performance under the contract shall continue during the arbitration proceedings.</p>
GCC 8.1	The Contractor shall commence work immediately after signing the Contract Agreement.
GCC 8.2	The Completion of the Assignment shall be attained within 90 days
GCC 11.2	The Contract Price shall be firm and not subject to adjustment.
GCC 13.3.1	The amount of performance security, as a percentage of the Contract Price for the Work shall be Ten (10) percent.
GCC 13.3.2	The performance security shall be in the forms as Specified in ITT Clause 27
GCC 18.2	The form of the program of performance of the Contract shall be: in the form of the critical path method (CPM), the PERT network
GCC 20.1	<p>Procurement of Materials:</p> <p>The Contractor shall procure and use ISI marked materials or those conforming to relevant Bureau of Indian Standards. The Contractor shall produce Manufacturer's test certificates for all</p>

	<p>the materials. The Concessionaire shall procure Paper manufactured by the Paper Mills as specified in Appendix 6 to the Contract.</p> <p>The Concessionaire shall compulsorily obtain “Mill Certification” regarding the quality of the paper purchased. “Mill Certification” shall be for the general quality of the paper and more specifically regarding the GSM of the paper, brightness of the paper and whether the paper has been manufactured out of virgin pulp.</p>
GCC 21.2.2	<p>Compliance with labour Regulations:</p> <p>During continuance of the contract, the Concessionaire shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Concessionaire shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Concessionaire, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Concessionaire any sum required or estimated to be required for making good the loss or damage suffered by the Employer.</p> <p>The employees of the Concessionaire in no case shall be treated as the employees of the Employer at any point of time..</p>
GCC 24.2	<p>Applicable rate for liquidated damages for non completion of the Printing and distribution within 90 days: One-half percent of the estimated cost of the Package(s) per week or part thereof and the maximum is Ten percent of contract price.</p>

GCC 36	<p>Add the new GCC Clause 36 as under:</p> <p>36. Protection of Environment:</p> <p>The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.</p> <p>During continuance of the contract, the concessionaire shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.</p>
GCC37	<p>Add the new GCC Clause 37 as under:</p> <p>37. Third Party Inspection and Testing:</p> <p>The Employer may engage a Third Party for inspection at the Printers Factory and also at the Distributors and retailers premises. The fee for the third party inspection shall be paid by the Employer.</p>

Section 8: Technical Specifications for the Books

A. Inner Pages:

1. Only map litho paper of 80 gsm or more shall be made use of for inner pages of the books;
2. Paper for the text books shall be procured from A Grade Paper Mills. Suggested Paper Mills are; (a) M/s. Mysore Paper Mills, Bhadravathi, Karnataka; (b) M/s. West Coast Paper Mills, Dandeli Karnataka; (c) M/s. TNPL, Tamil Nadu; (d) M/s. Andhra Paper Mills, Rajamundry, Andhra Pradesh; (e) M/s. Seshasai Paper and Boards Limited, Erode, Tamil Nadu; (f) M/s. J.K. Paper Mills Ltd, Orissa (g) or from any equivalent manufacturer conforming to relevant BS standards.
3. The minimum brightness of the paper shall be 80% and minimum opacity shall be 84%;
4. Remaining values of the paper shall be conforming to BIS specifications 1848/2007 with latest amendments.

B. Binding or Cover Page:

1. White pulp Board (MG) Type A Grade 'S' in 250 gsm;
2. The size of the books and colour print specifications shall be as specified vide Schedule of Requirements;
3. No books shall be bound by centre pinning. All books are to be perfectly bound;
4. The lamination of the Cover shall be done by wet lamination method with 12 micron BOPP Gloss film using water based adhesive. Thermal lamination is a positive deviation and is acceptable. But no weightage will be given.
5. Branded Hot melt adhesive compatible for the perfect binding machine shall only be used;
6. The Concessionaire shall print the retail price of the book (as approved by the Employer) in a prominent place on the cover page.

C. Printing Quality:

1. Printing shall be good and shall have uniform inking of sufficient colour;

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, mis-register, scumming, slur, ragged prints, light and dark shades etc.;
6. The Text book should be in conformity with the approved Demy;;

D. Book size and Colour: It shall be as per the Schedule of Requirements and

- (a) For Demy 1/4th size – 21cmx28 cm;
- (b) For Demy 1/8th size – 13.5 cmx 20.5 cm;
- (c) For 1/4th Crown size – 18 cmx24 cm

E. Binding Quality:

Binding shall ensure good appearance, proper cutting, proper cover adhesion, good page strength, no cavity spines, no concave spine, no adhesive running in, no chip out at the head etc.

F. Lamination Quality:

- (a) Lamination shall be of good quality with no air bubbles and wrinkles;
- (b) The adhesive shall be uniformly applied;
- (c) After binding the film shall not detach at creasing and folding points

Section 9: Formats of Securities

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas¹ (*hereinafter called "the Tenderer"*) has submitted its tender dated (*date of submission of tender*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Tender"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Employer*) (*hereinafter called "the Employer"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - (a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (b) does not accept the correction of errors in accordance with the ITT; or
2. If the Tenderer, having been notified of the acceptance of its tender by the Employer during the period of tender validity (original or extended):
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Employer up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity (original or extended) , and any demand in respect thereof should reach the Bank not later than the above date.

Date:

.....

(Signature of the Bank with Seal)

¹ *Name of Tenderer*

BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [*name of Employer*]
 _____ [*address of Employer*]

WHEREAS _____ [*name and address of Concessionaire*] (hereinafter called "the Concessionaire") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [*name of Contract and brief description of Works*] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Concessionaire shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Concessionaire such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Concessionaire, up to a total of Rs. _____ [*amount of guarantee*]¹² Rupees _____ [*in words*], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*]¹³ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Concessionaire before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Concessionaire shall in any way release us from any liability under this

¹² An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

¹³ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____