



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

Tender - 04
For the Printing & supply of **Single Colour** School Text Books
(Goods Contract Tender)

Tender Document
(2-Bid System)

2018-19

Tender through e-procurement
for the Printing and Supply of Textbooks in Kannada, English, Hindi, languages .
Kannada and English medium core Subjects for 8th standard and 9th Standards in schools
located within the State of Karnataka

(Tender fee Rs 10,000 + 18% GST for the firms)

Managing Director ,
Karnataka Text Book Society ^(R)
No. 4, DSERT Building, 100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage, Bengaluru-560 085
Phone: 080 – 26422238, 26422245, Fax: 26421299, e-mail: mdklbs.tender@gmail.com
website: www.schooleducation.kar.nic.in
e-procurement portal : <https://eproc.karnataka.gov.in>
help line : 080-25501216 / 080-25501227

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Sd/-
Managing Director
Karnataka Text Book Society®

SECTION – 1

PRINTING AND SUPPLY OF SCHOOL TEXTBOOKS

TENDER NOTIFICATION



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

Phone: 080 – 26422238, 26422245,

Fax: 26421299

e-mail id : mdktdbs.tender @gmail.com

No:A7/ KTBS/2018-19 TBP-Tender-01/04/26/2017-18

No. 4, DSERT Building, 100 Feet Ring Road

Hosakerehalli, Banashankari 3rd Stage

Bengaluru – 560085

Dated: 05/02/2018

TENDER NOTIFICATION

(e- procurement)

Tenders are invited under Two Bid System on Government of Karnataka e-procurement platform from eligible printers having Infrastructure as stipulated in the Tender Document within the States of Karnataka, Maharashtra, Andhra Pradesh, Telangana, Tamil Nadu, Pondicherry, Kerala & Goa to print and supply **about 15.90 lakhs** of textbooks for classes **8th, 9th and 10th** Classes in the Karnataka State for the year **2018-19**.

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

There are in all **16** titles of textbooks to be printed, which have been classified Division wise Under Schedules- **I & J**. All together contain total of **03 packages** for bidding as mentioned here under.

Tender Notification No.	Date of the Notification	Particulars			EMD prescribed in lakhs of Rs.
No:A7/ KTBS/2018-19 TBP-Tender-01/04/26/2017-18 Schedules- I & J	05-02-2018	Divisions	Schedule	Packages	3.00
		Kalaburagi	I	96 & 97	
		Belagavi	J	91	
All these packages contain the text book in the size of of 1/4 th Crown i.e 18.3*24.5 cms and to be printed in Single Colour.					

- Detailed tender document is available separately in the e-portal and are also published for reference in the department website www.schooleducation.kar.nic.in.
- The last date for submission of Tender is **20/02/2018 before 17.30 hrs.** The pre-qualification bids (Technical bid) will be opened online on **23/02/2018 at 11.00 hrs.** Online through e-procurement portal. No separate intimation in this regard will be given individually.
- The financial bids of only those bidders who satisfy pre-qualification criteria upon evaluation will be opened on specified date mentioned in tender document.

Sd/-
Managing Director,
Karnataka Text Book Society.



BID SCHEDULE

GOVERNMENT OF KARNATAKA

Office of the Managing Director ,The Karnataka Text Book Society ^(R) ,No. 4, DSERT Building, 100 Feet Ring Road,Hosakerehalli, Banashankari 3rd Stage, Bengaluru-560 085
Phone Nos. 080-26422238, 080-26422245 FAX: 26421299

Bid schedule

TENDER DOCUMENT FOR
PRINTING AND SUPPLY OF **SINGLE COLOUR** SCHOOL TEXTBOOKS TO BLOCK
EDUCATIONAL OFFICE (BEO'S)

SCHEDULE –I PACKAGES (Two Bid system)

SI No	Particulars	Particulars
1	Bid Reference	Notification No:A7/ KTBS/2018-19 TBP- Tender-01/04/26 /2017-18 Schedule- I & J Dated : 05/02/2018
2	Online Availability of Bid Document	05/02/2018
3	Bidding document available on the site till	20/02/2018 , 17.30 hrs
4	Last Date for submission of Bids	20/02/2018 , 17.30 hrs
6	Time and Date of opening : Technical Bid Financial Bid	23/02/2018 , 11.00 hrs On or after 26/02/2018 , 11.00 hrs
7	Opening of Bids	Online through e-procurement portal
8	Address for Communication	The Managing Director, Karnataka Textbook Society® No.4, DSERT Building, 100 Ft Ring Road, BSK III Stage, Bengaluru - 560 085 Karnataka State, India.

- Bids must be accompanied by bid security (EMD) and Tender Document Fee amount as specified under clause **1.2.1** of **Section 1**.
- Bids will be opened online through e-procurement portal. No separate intimation in this regard will be given individually.
- In the event of the date specified for bid submission and opening being declared as a holiday for Karnataka Textbook Society, opening of bids will be on the following working day at the scheduled time.
- The opening of financial bid date mentioned above is only tentative actual bid will be opened only after finalization of technical bid.

Sd/-
Managing Director
Karnataka Text Book Society®
Bengaluru

A BRIEF DESCRIPTION

INTRODUCTION

- The Karnataka Textbook Society® herein after referred to as `The Society` is registered under the Societies Act 1960, functioning under the Education Department, Government of Karnataka. The Society is wholly financed by the Government of Karnataka.
- The objective of the Society is to provide quality Textbooks to Primary and Secondary School students of the schools across the state of Karnataka in accordance with the rules.
- Free textbooks are provided to 1st to 10th Standard students of all government schools and 9th& 10th class students of all Aided Schools as per the Government policy and to 1st to 8th Standard students of all aided schools as sponsored under the project of Sarva Shikshana Abhiyana (SSA), Karnataka .
- Sale Textbooks are provided to all students of unaided schools in Karnataka.
- This is a tender for printing and supply of Textbooks under free & sale category for the academic year 2018-19.

SCOPE OF KTBS WORK

- About 101.14 lakh children are studying in 60,913 primary schools and 15,140 high schools in Karnataka. For the year 2018-19, out of a total of about **15.90 lakh** Textbooks, out of which about **11.13 lakh** textbooks have to be printed under free category & about **4.77 lakh** textbooks under Sale category under this Tender. Free & Sale category books are to be supplied to the office of all **33** Block Educational Officers (BEO's) as mentioned in **Section-9**, who in turn have to distribute well in time to the schools in their jurisdiction before the commencement of the academic year.
- The successful bidder is responsible to enter into an agreement with KTBS. He should procure the paper and shall provide the information about the same to the KTBS and the certifying agency appointed by the Society viz`**the Director of Printing, Stationery & Publications, Government of Karnataka, Bengaluru** and then print and supply Free & Sale Categories of textbooks to BEO's after ensuring the quality.
- The successful bidder is also responsible and accountable for all the printing and supply process throughout the contract period. He has to chalk out the programme of work/ route map/ time schedule from the date of commencement of work and up to the completion of the work and intimate the same to the purchaser along with the contract agreement.

1.3 DOCUMENTS

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

INSTRUCTION TO BIDDERS

1.1. INTRODUCTION AND BACKGROUND

- 1.1.1 Government is distributing free textbooks to all the government school students and aided school students of standards 1 to 10 and sale Books to un-aided schools across the state of Karnataka .
- 1.1.2 In pursuance of this objective, the Karnataka Textbook Society® of Government of Karnataka invites open tenders from interested parties for the printing and supply of free & sale textbooks to BEO's as per Distribution points mentioned in **Section-9** and awarded packages. Interested parties ("Bidders") are invited to submit detailed Bids.
- 1.1.3 The Bids would be evaluated on the basis of the evaluation criteria set out in this document in order to identify the successful Bidder. In order to do so, the Purchaser himself or his authorized representative may inspect the premises of the bidder.
- 1.1.4 The Successful Bidder would then have to enter into an Agreement with The Managing Director, KTBS, and perform the obligations as stipulated there, in respect of the Project. The Draft Contract form is given in **Appendix-18** of this document.
- 1.1.5 The Successful Bidder would be required to print and supply Free & Sale category textbooks to BEO's of Karnataka as specified **Section-9** in accordance with the terms and conditions laid down for further distribution by them.
- 1.1.6 The period of the contract shall be up to the end of academic year 2018-19 from the date of its execution.
- 1.1.7 Upon satisfactory completion of the printing and supply of school text books, payments will be made in accordance with the terms and conditions set out in this Document.

1.2. BRIEF DESCRIPTION OF BIDDING PROCESS

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

Documents Constituting the Tender (Two Bid)

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

Technical Bid

Earnest money deposit (EMD) of Rs. **3.00 lakhs** and Tender Document fee of Rs. 10,000 + 18% GST is prescribed. Tender Document fee is required to be furnished in the form of **Demand draft(DD)**. A scanned copy of the DD shall be uploaded and the DD will be collected by the KTBS during office hours on the working days prior to opening of Technical Bids. Non submission of Tender Document fee in the form of DD before the time of opening of Technical bids may lead to rejection of the bid.

Scanned images of the following Documents

The documents listed under clause 2.9.1 of **section-2** of this document.

Financial Bid:

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

1.2.2 EVALUATION PROCESS:

Technical Evaluation;

The evaluation of the Proposals would be carried out as follows:-

a) **“Test-of- responsiveness”.**

This stage involves an evaluation based on Qualification Submissions. Proposals found to be substantially responsive would be selected for qualification evaluation.

b) **“Qualification”.**

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

Financial Evaluation:

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

1.2.3 The tenderer shall submit samples of the Paper from **atleast two mills for the Text Printing and Boards for the Cover Printing to the Assistant Director, Karnataka text Book Society on or before 1.00 pm on the last day to submit the tenders and shall obtain an acknowledgement to this effect and which shall be scanned and uploaded as mentioned under clause 1.2.1 above. These samples are to be packed in separate covers duly indicating name and address of the tenderer on the sealed cover and on all the samples. The tenders without the samples shall be categorically rejected. The samples shall **bear** the manufacturers name, brand, GSM etc., and compliance report to technical specifications prescribed or a mill test report of the respective sample. Extract of specifications from the Website is also acceptable.**

1.3 AVAILABILITY OF TENDER DOCUMENT

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

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

1.4 PROPOSAL DUE DATE

The proposal should be uploaded on or before **20-02-2018**, before **17.30hrs.**

1.5 OFFICIAL COMMUNICATION FROM KTBS

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

SECTION 2 INFORMATION TO BIDDERS

A. GENERAL INFORMATION

2.1 BIDDERS

- 2.1.1 The Legal entity eligible for participating in the qualification process shall be **`the Printer`** belonging to any of the States of Karnataka, Maharashtra, Andhra-Pradesh, Telangana, Tamil Nadu, Pondicherry, Kerala and Goa.
- 2.1.2 **The Printer** means an entity with the prescribed eligibility who is engaged in the business of printing and supplying of books and who has a Minimum of 3 years experience in printing and supply of books.
- 2.1.3 The legal entity should possess Technical facilities of the required standards to fulfill the requirements of the tender.
- 2.1.4 The Legal Entity should have been registered as printer under Factories Act and shall have separate valid and legal factory registration certificate for each place of production. The Registration shall be renewed up to date and shall also have registrations under Goods and Services Tax Act in their respective States in India; and all other legal and statutory Registrations to fulfill the requirements of this Tender
- 2.1.5 The main business of the Legal Entity in the immediately preceding 3 years should be as a printer in any of the states of Karnataka , Maharashtra , Andhra-Pradesh , Telangana, Tamil-Nadu , Pondicherry , Kerala and Goa.
- 2.1.6 The Legal Entity should have achieved an average annual turnover of Rs.**40.00** lakhs in the preceding 3 years i.e. 2014-15, 2015-16 and 2016-17.
- 2.1.7 The following documents / information shall be submitted by the Bidders along with the Qualification Submissions:
- A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation, Memorandum & Articles of Association.
 - A Partnership Firm shall submit Partnership Deed.
 - A ownership shall provide Proof of Ownership of a Printing Press as per the criteria prescribed and their location within the states of India
- 2.1.8 Any Entity which has been barred by the Education Department, Government of Karnataka (GoK), any other State Governments(SG) or Government of India (GoI), or any of the agencies of GoK/SG/GoI would not be eligible to submit a Proposal. The Bidder shall execute an undertaking to this effect as per the format enclosed in **Appendix-4**.
- 2.1.9 Any Entity which has been declared as blacklisted by the KTBS would not be eligible to submit a proposal.

2.2 NO CONSORTIUM

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

2.3 NUMBER OF PROPOSALS & PACKAGE DETAILS

- 2.3.1 Each Bidder shall submit only one Proposal in response to this Tender document. Any Bidder, who submits or participates in more than one Proposal, shall be disqualified .
Eligibility of the bidder to participate in this tender
- 2.3.2 A bidder will be allotted for a maximum of 2 packages as per his capacity in the order of his preference among **tender-2** and **Tender-4** .
- a) A bidder who has already been awarded a maximum of 2 packages in Tender-02 is not eligible to quote in this tender.
 - b) If a bidder is awarded only one package in Tender-02, such bidder is eligible to quote for only one package in this tender.

c) If a bidder has not been awarded any package in Tender-02, such bidder is eligible to quote for a maximum of 2 packages in this tender.

2.3.3 Packages are allotted as per the terms at the sole discretion of the purchaser. As referred in clause 2.3.2, maximum number of packages to be allotted in this tender is **02** only **including the packages already awarded in Tender-02** and it shall be decided based on the assessed capacity and the previous year performance of the tenderer, the same will be binding on the bidder.

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

2.3.4. A bidder is entitled to bid any of the **3** packages in the order of his preference from among **91, 96 & 97** packages from **Section-10**, of schedule-I as per his eligibility in accordance with clause 2.3.2 ((a),(b) & (c)). The tender of the bidder who has quoted for more than stipulated packages is liable for rejection and forfeiture of EMD. The said bidder shall be responsible for all the consequential losses / expenditure of the purchaser.

2.3.5. Number of textbooks to be printed under the Packages as shown in **Section-10** is provisional and indicative and actual numbers of Textbooks to be printed and supplied will be as provided in the Purchase Order and the Distribution List. The number of pages in a book are all indicative.

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

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

2.3.8 **The bidder should participate in only such number of packages as mentioned in 2.3.2 if the bidder participate in more than the packages as mentioned in 2.3.2 his bid will be considered as invalid and his EMD will be forfeited**

2.4 PROJECT INSPECTIONS AND VISIT TO THE SITES

2.4.1 It is desirable that each Bidder submits his Proposal after visiting some of the Block Educational Offices as per selected packages and volume-2 mentioned in tender and ascertaining for himself the location, surroundings or any other matter considered relevant. Schedule of place of delivery is shown under **Section-9** of this document.

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

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

2.5 RIGHT TO ACCEPT OR REJECT ANY OF THE PROPOSALS

2.5.1 **The Managing Director, Karnataka Textbook Society, Bengaluru** reserves all the rights to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders about the grounds for the said action. Any Bid with incomplete information is liable for rejection. For each category of pre-qualification criteria, the documentary evidence is to

be produced duly attested by the bidder, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any criteria the Bid is liable for rejection.

2.5.2 If any information given by the bidder is found to be false / fictitious, the bidder will be debarred and will be blacklisted and his EMD will be forfeited in such a situation the purchaser i.e. KTBS, may,

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

OR,

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

B. CLARIFICATIONS

2.6 CLARIFICATIONS/AMENDMENTS / ADDENDA OF TENDER DOCUMENT

2.6.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by fax or by e-mail at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond to any request for clarification of the tender documents which it receives in e-portal no later than **3(three)** days prior to the deadline for submission of tenders prescribed by the Purchaser. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.

2.6.2 At any time prior to the Proposal Due Date, the purchaser may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda, or corrigendum (or) both

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

2.6.4 In order to provide the Bidders a reasonable time to examine the Addendum, (or) corrigendum (or) both for any other reason, KTBS may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.7 LANGUAGE

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

2.8 BID SECURITY (EMD)

2.8.1 Each Proposal should be accompanied by a Bid Security i.e Earnest Money Deposit (**EMD**) of **Rs. 3,00,000/ -(Rs. Three Lakhs only)for the bidder who participates for these Packages.** The Bid Security shall be kept valid for at least 90 days in addition to the Proposal Validity Period and would need to be extended, if so required, for any extension in Proposal Validity Period.

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

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

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

a) If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.16.1;

b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.

- c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or the extended time thereof.
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- e) on refusal to enter into contract after the award of contract.

2.9 QUALIFICATION BID SUBMISSION

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

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

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

SI No.	File Name	Document description
1	GST Registration Certificate	GST Registration Certificate . (Scanned Image)
2	Annual VAT Returns	VAT Returns as filed before the proper authority. Annual VAT returns filed for the preceding three years i.e. for the FY 2013-14, 2014-15, and 2015-16. (Scanned Image)
3	Latest VAT/GST Returns	Latest monthly VAT/GST returns (Scanned Image)
4	PAN Card	PAN Certificate. (Scanned Image)
5	IT Returns	Acknowledgement of IT returns filed for the preceding three years i.e. for the Assessment years 2013-14 , 2014-15 and 2015-16. (Scanned Image)
6	Factory Registration Certificate	Registration certificate Under Factories Act Which is Valid and Renewed up to date. (Scanned Image)
7	Tenancy agreement	Copy of the title deed or lease agreement in support of ownership / Tenancy of infrastructure facilities like building , Go-down etc., (Scanned Image)
8	Address and contact person.	Copy of the address and official e-mail ID, Contact persons names, their status in the organization and their phone numbers.
9	GST	Declaration about the rate of GST included in the price proposal.
10	Sample acknowledgement	Acknowledgement for having submitted the Paper and Board samples. (Scanned Image)
11	Certificate of Incorporation / Legal Entity	Certificate of Incorporation or equivalent or a declaration about the constitution of the firm. / Copy of the documents as required under clause 2.1.7 (Scanned Image)
12	Bid security	Declaration having Paid the Bid Security (EMD) in provided format.
13	Proof of Ownership	Proof of Ownership of the machines owned
14	Being a Printer	Registration Certificate issued by a Labour Department/competent authority certifying that the firm/companies business as Printer/Web offset Printing as required under clause 2.1.1, 2.1.2 and 2.1.5
15	Demand draft	Acknowledgement for having submitted the Demand Draft having submitted Tender Document fee. (Scanned Image) as required under clause 1.2.1
16	Minimum Billing	Billing of at least Rs.10,00,000/- (Ten Lakhs only) from a single project of printing and supply of books/textbooks during any one

		year of these 3 years i.e., 2014-15,2015-16 & 2016-17.As required under clause 3.1.1
17	Audited Financial Statements	Audited annual financial statements of the Bidder for the last three (3) completed financial years i.e., 2014-15,2015-16 & 2016 -17. As required under clause 3.3.3
18	Appendix - 1	Power of Attorney, authorizing the signatory of the Proposal to commit on behalf of the Bidder
19	Appendix - 2	Letter of Proposal
20	Appendix - 3	Details of Bidder
21	Appendix - 4	Anti-Collusion Certificate
22	Appendix - 6	Undertaking of being a Printer
23	Appendix - 7	Statement of Experience
24	Appendix - 8	Statutory Auditor's Certification of Financial Capability or A declaration as mentioned in the Clause 3.3.3 of Section 3
25	Appendix - 9	Statutory Auditor's Certificate for Project Experience of Printing and Supply of books for the following years 2014-15,2015-16 and 2016-17
26	Appendix - 10	Qualification Proposal to establish infrastructural capability
27	Appendix - 11	Indicating whether he is Web sheet offset printer / Sheet fed offset Printer category and his printing capacity .
28	Appendix - 12	Declaration of work completion.
29	Appendix - 13	An oath for having read the document.
30	Appendix - 19	Bid form.
31	Declarations	Letter of acceptance for Appendix-14,appendix-16, Appendix – 18. and to furnish the information as per Appendix-15, Appendix -17 and abide by the conditions mentioned at appropriate time during the Contract Period.

2.10 PRICE PROPOSAL

2.10.1 Price Proposal shall consist of;

- a) Price Proposal is required to be submitted online in the formats available in the **e-portal**.
- b) The bidders can quote their lowest quote title wise, for the packages and Prices should be inclusive of printing of text pages, cover page printing, Varnish/lamination, binding, packing cost, transportation cost, transit insurance, all taxes and applicable duties etc. and the cost per page shall be quoted in Indian Rupees to the last **4 decimal places**.
- c) In case, price is quoted for the package for which the bidder is not eligible to quote and the rate turns out be L1 then bidder shall be penalized in accordance with the provisions available in the previous clause 2.3 of this document.
- d) The rates quoted in the e-portal only prevail.
- e) The rates quoted shall be firm during the contract period and shall not be varied for whatsoever reason. However any increase in the statutory levies will be compensated by the purchaser and similarly any reduction shall be to the credit of the purchaser.

2.11 VALIDITY OF PROPOSAL

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

2.12 EXTENSION OF VALIDITY OF PROPOSAL

In exceptional circumstances, prior to expiry of the original time limit, the purchaser may request the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by e-mail. A tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the

request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension and in compliance.

2.13 FORMAT AND SIGNING OF PROPOSAL

- 2.13.1 The Bidder would provide information in the prescribed format required as per this Tender Document. **KTBS** reserves the right to evaluate only those Proposals that are received in the required format and is complete in all respects.
- 2.13.2 The Bidder shall submit the proposal in two Bids online, namely,
- a) Technical Bid, consisting of the details mentioned in **section 2** of this tender document
 - b) Price Bid, consisting of the Bidders quoted rate inclusive of all statutory taxes being the financial proposal for the project.

2.14 METHOD OF SUBMISSION OF PROPOSALS

- 2.14.1 The proposals shall be submitted online in the e-portal in the Provided formats only. Scanned copies of the same shall be uploaded where ever sought
- 2.14.2 The e-portal itself will disqualify the improper and delayed Bids and **KTBS** shall assume no responsibility for any such eventualities.
- 2.14.3 The tenderer shall submit the Samples of Paper and Board to the Managing Director, Karnataka Text Book Society, as explained in Clause 1.2.3.

2.15 PROPOSAL DUE DATE

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

2.16 MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF PROPOSALS

- 2.16.1 Any modification, Substitution, withdrawal of proposal can be made by the tenderer only through the said e-portal in the form and manner as provided within the last day and time specified for submitting the bid.

D. EVALUATION OF PROPOSAL

2.17 PROPOSAL OPENING

- 2.17.1 **KTBS** would open the bids in online platform only, the Qualification, Submissions as per the schedule for the purpose of evaluation.
- 2.17.2 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with **Clause 2.16** will not be opened. However for technical reason if it opens it will not be considered.
- 2.17.3 **KTBS** would subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 3, 4 and 5 of this Tender Document.
- 2.17.4 To assist in the examination, evaluation, and comparison of Proposals, **KTBS** may utilize the services of consultant(s) or advisor(s)

2.18 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. **KTBS**

will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. **KTBS** will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.19 TESTS OF RESPONSIVENESS

2.19.1 Prior to evaluation of Proposals, **KTBS** will determine whether each Proposal is responsive to the requirements of the Tender Document. A Proposal shall be considered responsive if the Proposal:

- a) Is received/deemed to be received by the Proposal Due Date including any extension there of pursuant to Clause 2.15
- b) Is accompanied by the documents as mentioned under 2.9.1 and 2.10.

2.19.2 The purchaser may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation.

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

2.20 CLARIFICATIONS

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

2.21 QUALIFICATION SUBMISSIONS

2.21.1 The Qualification & Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.19 above (Document verification). All Proposals found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in Section 3. (Infrastructure Verification).

2.21.2 Bidders who meet the qualification criteria shall be short-listed ("**Qualified Bidders**") for further evaluation.

2.21.3 The Price Bid of the Bidders who do not meet the Qualification Criteria shall not be opened.

2.21.4 The Qualification Submissions of the Qualified Bidders would be evaluated as per the Qualification Evaluation Criteria set out in Section 3. The Purchaser either himself or through his representative may inspect the factory premises of the bidder regarding the availability of the facilities as per qualification documents submitted.

2.22 QUALIFIED BIDDERS

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

2.23 PROPOSAL EVALUATION: PRICE BID

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

2.24 DECLARATION OF SUCCESSFUL BIDDER

2.24.1 **KTBS** may either choose to accept the Proposal of an **Eligible Bidder** or invite him for negotiations.

2.24.2 Upon acceptance of the Proposal of the **Eligible Bidder** with or without negotiations, **KTBS** shall declare the **Eligible Bidder** as the **Successful Bidder**.

2.25 NOTIFICATIONS

KTBS will notify the Successful Bidder through e-procurement platform or by facsimile or

e-mail and by a Letter of Acceptance (LOA) that his Proposal has been accepted.

2.26 KTBS's RIGHT TO ACCEPT OR REJECT PROPOSAL

- 2.26.1 **KTBS** reserves all the rights to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Project, without liability or any obligation for such acceptance, rejection or annulment.
- 2.26.2 **KTBS** reserves all the rights to invite revised Proposals from Bidders with or without amendment of the Tender Document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 2.26.3 **KTBS** reserves the right to reject any Proposal at any time if:
- a) A material misrepresentation made at any stage in the bidding process is uncovered; or
 - b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then **KTBS** reserves the right to:
 - i. declare the Bidder with second lowest Price Proposal/ Modified Price Proposal as the Eligible Bidder and where warranted, invite such Bidder for negotiations; or,
 - ii. take any such measure as may be deemed fit in the sole discretion of **KTBS**, including annulment of the bidding process.

2.27 SUBMISSION OF ACCEPTANCE LETTER AND EXECUTION OF AGREEMENT

- 2.27.1 Within 3 days of issue of LOA, the successful bidder shall accept the LOA and return the same to **KTBS**, The successful bidder shall furnish a security deposit of **5% of Package value** mentioned in the LOA and will sign the agreement and deliver it to the purchaser, **within 7 days** of the issue of LOA or within such further time as **KTBS** may agree to at its discretion.
- 2.27.2 If the Successful Bidder wants to authorize any person on behalf of him to sign the agreement, he shall, before signing of the Agreement, submit to **KTBS**, a power of attorney to sign the Agreement with **KTBS**.
- 2.27.3 **KTBS** will promptly notify other Bidders that their Proposal has not been accepted and their Bid Security shall be discharged/returned as promptly as possible, within a period of eight (8) weeks from the date of announcement of the Successful Bidder.

2.28 PERFORMANCE SECURITY

- 2.28.1 The successful Bidder shall furnish Performance Security in the form of an Irrevocable Bank Guarantee issued by a Nationalized bank or a Public Sector Bank in India or an Accepted Scheduled Bank in favour of "The Managing Director, Karnataka Text Book Society, Bengaluru", for a sum equivalent to **5%** of the package value separately for all the packages which may be allotted to the successful bidder within **7** days from issue of Letter of Acceptance(LOA) . The performance bank guarantee should be valid till 31st of **March 2019**.
- 2.28.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.28.1 shall constitute sufficient grounds for the annulment of the purchase order and forfeiture of the Bid Security. In such an event, **KTBS** reserves all the rights to take any such measure as may be deemed fit in the sole discretion of **KTBS**, including annulment of the bidding process, forfeit of EMD and blacklist of the bidder.

SECTION 3

QUALIFICATION CRITERIA

3.1 EVALUATION PARAMETERS

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

A. EXPERIENCE IN TERMS OF

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

Sl. No	Experience Criteria
1	Billing of atleast Rs.10,00,000/- (Ten Lakhs only) from a single project of printing and supply of books/textbooks during any one year of these 3 years i.e., 2014-15,2015-16 & 2016-17.

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

3.2 INFRASTRUCTURE CAPABILITY REQUIREMENTS

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

	clamps with 2000 cycles per hour OR equivalent production or more. <i>(Note: required to achieve at least a production of at least 15,000 books per shift.)</i>	
2	Fully automatic 3 side cutting machine capable trimming books of crown 1/4 th size on 3 sides at a time. <i>(Note: It is essential to trim the books in a three side trimmer to achieve the speed and correct right angles at the corners.)</i>	one unit
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) <i>(Note : Required to cut the Cover Boards etc.)</i>	one unit
4	Offline or inline varnishing machine or Wet / thermal lamination machine of Minimum feed width of 18”	one unit
5	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute.	three units
6	Fully automatic folding machine capable folding sheets in the size of Double Crown to crown 1/4 th size. <i>(Note : Required only for the sheet fed printers)</i>	Two units
Manpower, Factory and Storage Space		
<p>Manpower The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.</p> <p>Factory and Storage Space The plant shall be well planned and is required to be in easily accessible location. It is expected to be laid out in an area of about 5,000 sq feet to have easy and safe movement of the materials. The storage space shall be at least another 5,000 sq feet covered area for the safe storage of finished goods as well as to stock the paper.</p>		

Note :

- a. **The Specifications mentioned above are at minimum configurations expected, but Superior Machinery in the similar class are also acceptable. However, decision of the Purchaser in this regard shall be final and binding.**
- b. The cut off of the web machine has been fixed to ensure that the books can be produced with stipulated sizes without any difficulty. If any printer has a machine with a cut off that can produce double parallel fold etc shall have to establish to the satisfaction of the Purchaser that he can produce the books without compromising on the dimensions.
- c. In the table above, the bidder should own the required number of Printing machines. Additional Machinery, may be hired or taken on lease if required if a necessity arises during the course of production. Infrastructure, viz., minimum space and storage space can be either owned or hired or leased. Where the infrastructure capability/facilities are either hired or leased, the period of hire or lease should be double the period for which performance guarantee is to be furnished by the successful bidder.
- d. Mode of ownership and the period of lease or rent of infrastructure capability should be certified by the Statutory Chartered Accountant of the bidder. A chartered Accountant who issues such a certificate shall mention, in the certificate so issued, his name, address, membership number and the documents he has verified to issue the certificate.
- e. A perfect binding machine with the same out put capacity with lesser number of clamps may also be considered. However the number of clamps shall not be less than four. The purchaser will be the final authority to assess the capacity of the machine.

- f. Since the specifications of Binding process has been changed the wire stitching machine becomes essential for the execution of contract satisfactorily therefore the said machine has been included in the required infrastructure.
- g. With an objective of eliminating plastic as much as possible in the text books and make them eco friendly varnishing has been introduced in addition to BOPP film Lamination as an alternative.

3.3 FINANCIAL CAPABILITY

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

FINANCIAL CAPABILITY IN TERMS OF

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

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

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

SI No.	Financial Capability Criteria
1.	Average annual turnover of atleast Rs.40,00,000/- (Rupees Fourty lakhs only) in the preceding three years i.e.. 2014-15 , 2015-16 & 2016-17.

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

3.4 QUALIFICATION CRITERIA FOR FINANCIAL CAPABILITY

- 3.4.1 For the purpose of Qualification the Bidder is required to demonstrate the infrastructure and financial capability as set out in 3.2 and 3.3 of this tender document.
- 3.4.2 For the purposes of evaluation financial data from the latest three annual accounts would be considered.

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

SECTION 4

EVALUATION OF PRICE PROPOSAL

4.1 EVALUATION PARAMETERS

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

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

4.2 EVALUATION METHODOLOGY

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

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

4.2.3 In the event that two or more Bidders have been ranked L1, **KTBS** may;

- a. Consider Technical evaluation including Capacity Evaluation.
- b. Invite fresh Price Bids from such Bidders within time schedule as notified by Purchaser, **OR**
- c. Take any such measure as may be deemed fit in its discretion.

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

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

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

SECTION 5

BIDDING SCHEDULE

KTBS would endeavor to adhere to the bid schedule as noted in the **Section-1** of the Tender document, The same has been reproduced hereunder.

BID SCHEDULE

For printing of Single Colour school textbooks mentioned in **Schedule –I packages** and supply to Block Educational Offices as mentioned in **Section-9** in **Two Bid system**

SI No	Particulars	Particulars
1	Bid Reference	Notification No:A7/ KTBS/2018-19 TBP-Tender-01/04/26/2017-18 Schedules- I & J Dated : 05/02/2018
2	Online Availability of Bid Document	05/02/2018
3	Bidding document available on the site till	20/02/2018 , 17.30 hrs
4	Last Date for submission of Bids	20/02/2018 , 17.30 hrs
5	Time and Date of opening : Technical Bid Financial Bid	23/02/2018 , 11.00 hrs On or after 26/02/2018 , 11.00 hrs
6	Opening of Bids	Online through e-procurement portal
7	Address for Communication	The Managing Director, Karnataka Textbook Society® No.4, DSERT Building, 100 Ft Ring Road, BSK III Stage, Bengaluru - 560 085 Karnataka State, India.

- Bids must be accompanied by bid security (EMD) and Tender Document Fee amount as specified under clause **1.2.1** of **Section 1**.
- Bids will be opened online through e-procurement portal. No separate intimation in this regard will be given individually.
- In the event of the date specified for bid submission and opening being declared as a holiday for Karnataka Textbook Society, opening of bids will be on the following working day at the scheduled time.
- The opening of financial bid date mentioned above is only tentative actual bid will be opened only after finalization of technical bid.

SECTION 6

GENERAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS

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

- (a) "**The Contract**" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated under reference therein;
- (b) "**The Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "**The Contract Period**" means the period which the tender connotes;
- (d) "**The School Text Books**" means printed and supplied textbooks which the Supplier is required to supply to the Purchaser under the Contract;
- (e) "**Services**" means services rendered to Block Education Officers (BEOs) in case of Free & sale category textbooks inclusive of transportation, insurance, and any other incidental cost.
- (f) "**GCC**" means the General Conditions of Contract contained in this section.
- (g) "**SCC**" means the Special Conditions of Contract.
- (h) "**The Purchaser**" means the Managing Director, The Karnataka Textbook society® Karnataka, in short "the **KTBS**"
- (i) "**The Purchaser's Country**" is India and State is Karnataka.
- (j) "**The Supplier**" means the **LEGAL ENTITY** supplying the School Text Books under this Contract.
- (k) "**The Government**" means the Government of Karnataka.
- (l) "**Block Education Officer**", means an authority to whom the free & sale category Textbooks are to be supplied at the places scheduled for supply of text books.
- (m) "**Deputy Director for Public Instruction**" means the DDPI.
- (n) "**Day**" means calendar day.
- (o) "**Tender**" means the formal offer made for printing and supply of goods or services in response to an invitation for tender published / notified .
- (p) "**Tender Document**" means the set of papers detailing the schedule of works, calendar of events, requirement of goods and services, technical specifications, procurement criteria and such other particulars, as may be prescribed for evaluation and comparison of tender.
- (q) "**Tender inviting Officer**" means the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- (r) "**Tender accepting authority**" means the Managing Director, The Karnataka Text Book Society ®, Karnataka.
- (s) "**Tender Scrutinizing & Evaluating authority**" means Authority as constituted by the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- (t) "**Tender Appellate Authority**" means the Commissioner for Public Instructions (CPI) Bengaluru.
- (u) "**Notification of award of Contract**" means the intimation in the form of a letter of acceptance by KTBS to the successful bidder. Acceptance by the successful bidder within 03 days notified period of time from the date of its issue will constitute the formation of Contract.
- (v) "**DPS**" means the Director of Printing , Stationery & Publications , Government of Karnataka, Bengaluru, the third party quality certifying agency appointed for the purpose of Tender by the Purchaser.
- (w) "**LOA**" means Letter of acceptance.

6.2 APPLICATION

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

6.3 STANDARDS

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

6.4 USE OF CONTRACT DOCUMENTS AND INFORMATION

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

6.5 COPY RIGHTS

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

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

6.6 PERFORMANCE SECURITY

- 6.6.1 Within 7 days of issue of the LOA, the Supplier shall furnish performance security, as mentioned in 2.28. The performance bank guarantee should be valid covering a period of up to March 31st 2019 and enter into an MOU with KTBS as per the contract form specified in **Appendix-18** of this tender document.
- 6.6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete any one of its obligations under the Contract.
- 6.6.3 The Performance Security will be discharged by the Purchaser and returned to the Supplier after March 31st 2019 subject to the fulfillment of all performance obligations under the contract.
- 6.6.4 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract.
- 6.6.5 Failure to submit the performance bank guarantee for the period specified above will constitute sufficient ground for cancellation of the contract and forfeiture of the security deposit.

6.7 INSPECTIONS AND TESTS

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

The quality parameters that will be put for testing, tolerance limits, method of Inspection, Sample size etc are given in Section-8 .

6.8 OPERATIONAL CHARTS

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

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

6.9 PACKING& SUPPLY

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

- 6.9.2 The Supplier at the time of delivery of School Textbooks shall give proper account of supply to the concerned Block Educational Officer by bundling the School text books in the number of **50 books in each bundle only.**
- 6.9.3 The Supplier after the satisfactory delivery of School Text Books to the concerned Blocks shall obtain due acknowledgement from the Block Educational Officers concerned or his authorized representative and submit the same along with the District-wise Bills for payment. The Supplier shall provide such packing of the School Text Books as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

6.10 DELIVERY AND DOCUMENTS

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

6.11. TRANSPORTATION

Where the Supplier is required under the Contract to transport the Free & Sales category School Text **Books** and conditions shall be specified in the Contract, it shall be arranged by the Supplier and the related cost including insurance, shall be included in the Contract Price.

6.12. PAYMENT

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

- a) The bills should be submitted in three stages in each packages only.
- b) The first bill should be raised only after the supply of 30% of textbooks, in each package.
- c) The second bill should be raised only after achieving 60% of progress, in each package.
- d) The final bill should be raised only after completion of tender obligation, in each package.
- e) The bidder can raise the single bill if he has achieved more than 60% of progress, in each package.
- f) The bills should be accompanied with QC issued by DPS, Mill certificate issued by the concerned mill and certificate by DPS saying the procured quantity of papers is substantial to complete the tender obligations – as per **Appendix-15** and **Appendix – 17** respectively.
- g) The bills will not be entertained in the absence of certificate as mentioned at (f) above.
- h) The final bill will not be processed if the pre-press materials are not returned as per clause **6.18.3** and samples books supplied to supplier at free of cost as mentioned in **6.34**

The payments will be made as above subject to availability of fund.

6.13. CHANGE ORDERS

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

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

6.14. CONTRACT AMENDMENTS

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

6.15. ASSIGNMENT

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

6.16. SUBCONTRACTS

Subcontract in printing and supply of textbooks is strictly prohibited.

6.17. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 6.17.1 Delivery of the School Text Books shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per distribution list provided by the purchaser failure to do so will attract liquidity damage as per clause 6.18.
- 6.17.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the School Text Books, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's reply, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be effected by amendment of the Contract.
- 6.17.3 Except as provided under GCC Clause 6.23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 6.18, unless an extension of time is agreed upon pursuant to revision in contract without the application of liquidated damages.

6.18. LIQUIDATED DAMAGES FOR DELAY & PENALTY FOR DEFECTIVE BOOKS

6.18.1 Liquidity damages for Delay in Supplies :

If supplier does not execute the work as per the implementation schedule, liquidity damages will be imposed at the rate of 2% per week for the first 3 weeks, 4% per week for the next 3 weeks, 8% per week for the next 2 weeks and 15% per week thereafter for the contract value until completion of supplies if the purchaser decides to accept the supplies. Part of the week will be considered as one week.

6.18.2 Liquidity damages for dummy approval

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

6.18.3 Returning of Pre-press materials :

The bidder should safely return all the original pre-press materials in good condition before submission of final bill. The final bill will not be processed until the acknowledgement is produced for returning the pre-press materials. The final bill will be forfeited if the original pre-press materials and printer CD are not returned even after 30 days of submitting final bill.

6.18.4 Penalty for defective materials

If any defect is found / any report in this regard is received from the Block Educational Officers, such defective materials may be rejected and the Supplier shall have to replace such defective materials within 15 days and will have to bear the cost of replacement, **however the purchaser** reserves the right to use the materials with minor defects that serve the overall objectives. under such circumstances the purchaser will impose the penalty for deviations as defined in **Appendix - 14**.

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

6.18.6 Time schedule

Printing & Supply of text books to specified destinations should be completed within 90 days from the next date of issue of Purchase order including Pre-Printing Activities. Supplier shall submit a Weekly progress report to the purchaser. The Supplier is also bound by the conditions of the Purchaser and shall submit the progress in the modes as required by the Purchaser. Herein, non-compliance shall be construed as breach of contract terms.

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

Slno	Timeline	% of work completion by Bidder	Schedule for KTBS
1	Within 7 days from the next Date of purchase order	Preprinting activities includes ; 1) collection of CD's from KTBS Officials. 2) Submission of Dummy to KTBS officials for approval 3) collecting Approved Dummy's from KTBS officials .	1. Giving CD's to Printers. 2. Approval of Dummy and return To the Printers.
2	45 th day from the next date of work order	50% of the total number of books allotted shall be completed.	Monitoring by KTBS or it's authorized agency
3	60 th day from the next date of work order	60% of the total number of books allotted shall be completed.	Monitoring by KTBS or it's authorized agency
4	75 th day from the next date of work order	70% of the total number of books allotted shall be completed.	Monitoring by KTBS or it's authorized agency
5	90 th day from the next date of work order	100% of the total number of books allotted shall be completed and Despatched.	Monitoring by KTBS officials.

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

The purchaser reserves the right to withdraw 50% of the contract if the supplier do not complete 60% of quantum of total contract on 60th day from the date of work order without issuing any prior notice. Such withdrawn work from the default supplier will be given to L2 tenderer or any other Supplier who has the capability to execute the work and the difference in cost if any will be recovered from the default supplier. However this will not provide any immunity for the defaulted supplier from any other penal action.

Also for the Printers who happen to default even after 60 days then non started quantity of work would be withdrawn after analysis of the quantity of paper already procured, printed, capacity available, balance of the workload etc.,

6.18.7 In the event of violation of Clause **6.16** and **6.30** The performance security submitted by the Successful Bidder will be forfeited.

6.19 TERMINATION FOR DEFAULT

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

For the purpose of this Clause:

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

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

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

6.20 FORCE MAJEURE

- 6.20.1 Notwithstanding the provisions of GCC Clauses 6.17, 6.18, 6.19, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.20.2 For the purposes of this Clause, **"Force Majeure"** means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, Strikes and freight embargoes.
- 6.20.3 If a **Force Majeure** situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the **Force Majeure** event.

6.21 TERMINATION FOR INSOLVENCY

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

6.22 TERMINATION FOR CONVENIENCE

- 6.22.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 6.22.2 The School Text Books that are complete and ready for transport within **15** days after the Supplier's receipt notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining School Text Books, the Purchaser may elect:

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

6.23 RESOLUTION OF DISPUTES

- 6.23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 6.23.2 If, after **thirty (30) days** the parties fail to resolve their dispute or difference by such consultations, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 6.23.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the School Text Books under the contract.
- 6.23.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.
- 6.23.5 Notwithstanding to any reference to arbitration herein;
 - (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree, and,
 - (b) The purchaser shall pay the supplier any money due to the supplier.

6.24 LIMITATION OF LIABILITY

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

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

6.25 GOVERNING LANGUAGE

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

6.26 APPLICABLE LAW

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

6.27 NOTICES

- 6.27.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or email and confirmed in writing to the other Party's address specified in Tender document.
- 6.27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.28 TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, etc., incurred until delivery of the contracted School Text Books to the Purchaser and the rate quoted in the portal shall include all the above costs.

6.29 IMPLEMENTATION OF THE CONTRACT

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

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

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

The successful bidders should give their acceptance of the Execution schedule in the agreement. The entire work of printing and supply should be completed within 90 days from the next date of the Purchase Order.

6.30 ASSIGNING OF TENDER IN WHOLE OR PART

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

6.31 GENERAL POINTS TO BE OBSERVED

6.31.1 The Supplier should execute an undertaking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids(**Appendix - 13**)

6.31.2 The Commissioner for Public Instruction and chairman of Executive committee the Karnataka Textbook Society(R) and being a appellate authority reserves the right to allot the package other than those indicated by the bidder in the bid and the bidder shall be bound by the decision of the Commissioner for Public Instruction.

6.31.3 The Commissioner for Public Instruction and chairman of Executive committee the Karnataka Textbook Society(R) and being a appellate authority, reserves the right to award the contract to more than one bidder and fix the number of packages to different bidders based on the financial, technical and service capability of the bidder.

6.31.4 The total quantities of School Text Books to be purchased are subject to variation during the course of Contract period.

6.32 DISCRPTION OF PACKAGES

6.32.1 Total number of books/titles (**16**)to be printed is divided into 3 packages in **Section-10** Schedule of Requirement, as **Schedule-I & J**. i.e., Kalaburagi & Belagavi Divisions. Each package may consist of different Titles / Languages / Mediums .Textbooks are in 1/4th crown size. All books shall have single colour text pages and multi colour cover page and inner cover pages.

6.32.2 The packages contains sale component of text books and free text books.

6.32.3 Number of titles in the package, no of copies of the books and page numbers of books specified in the tender are **approximate**.

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

6.33 BARRING OF SELLING TEXTBOOKS IN THE MARKET

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

6.34 SAMPLE COPIES

Supplier shall supply 50 sample copies of each titles in each Package free of cost, to the copyright holder failing which, it shall be treated as breach of Contract terms.

6.35 APPROVAL FOR PRINTING

6.35.1 The successful bidder will be given soft copy of the content of the book to be printed as per the package allotted to them. The bidder shall take all the necessary action to prepare the dummy book.

6.35.2 Before printing, final proof of the Text books and newly printed two dummy copies shall be approved by the Officer authorized by the Managing Director of the Karnataka Text Book Society®, Bengaluru.

6.36 LIMITATIONS FOR TENDERERS

The Supplier shall not

- a. Publish or sell or encourage any guides / workbooks/key books (Questions and Answers) for any text book brought out by the Karnataka Text Book Society®.
- b. Insert any advertisement on any text books in any form.
- c. Employ child labour for printing, binding, packing and supply of text books.

6.37 CATEGORY OF BOOKS

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

SECTION 7

SPECIAL CONDITIONS OF CONTRACT

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

7.1 DEFINITIONS (GCC CLAUSE 6.1)

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

7.2 INSPECTION AND TESTS (GCC CLAUSE 6.7)

7.2.1 Place of Inspection and manufacturer of Paper

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

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

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

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

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

7.2.5 The Purchaser reserves the right to depute authorized representatives from his office for the supervision and inspection at the time of implementation of the contract. The supplier should submit periodical progress report to the purchaser regarding the implementation of the contract.

7.2.6 The supplier should supply School Books by using good quality material strictly in accordance with the samples submitted along with qualification Bid. If any defect in the material comes to the notice of the purchaser after the supply to the schools, the same will have to be replaced by the supplier at his own expense.

7.2.7 If the contract is not executed within the stipulated period as per implementation schedule the Purchaser reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the supplier in this regard.

7.2.8 The purchaser or his representative shall have the right of entry into the work premises of the supplier to monitor quality and progress.

7.2.9 The supplier shall supply School Textbooks strictly as per the prescribed quality paper, size, colours, specification and measurements to the Educational Blocks as prescribed by the purchaser. He should comply with all the tests specified by the purchaser or any other Officer authorized for this purpose, satisfactorily. The supplier shall ensure timely delivery of quality School Textbooks as per the implementation schedule given in the contract.

7.2.10 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable

price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22. However, any increase in the statutory levies will be compensated by the purchaser. Similarly any reduction shall be to the credit of the purchaser.

7.3 DELIVERY AND DOCUMENTS (GCC CLAUSE 6.10)

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

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

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

7.4 PAYMENT (GCC Clause 6.12)

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

The Delivery Challans of the Text Books accepted by the authorized Blocks without acknowledgement of Original Seal and Signature of the concerned BEOs/Authorized representative of BEOs for having received the Text Books in good condition, showing title wise number of books received, shall not be considered for payments under any circumstances. The Delivery Challans shall be in the approved coloured formats only i.e. White for Free category and Yellow for Sale category. All Bill/Invoice formats and acknowledgement formats submitted by the printers i.e. D.C's shall be printed legibly, not hand written and should be in 70 GSM and above paper only.

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

7.5 SETTLEMENT OF DISPUTES (GCC CLAUSE 6.23)

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

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

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

7.6 NOTICES (GCC CLAUSE 6.27)

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

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

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

7.7 PROGRESS OF SUPPLY

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

- Quantity offered for inspection and date
- Quantity accepted/rejected by inspection agency and date
- Quantity dispatched/delivered to consignees and date
- Date of completion of entire contract if any, and
- Date of receipt of entire payment under the contract.

***Failure of the above may lead to the termination of the contract.**

7.8 SUPPLIER INTEGRITY

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

7.9 SUPPLIER'S OBLIGATIONS

7.9.1 The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

7.9.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

7.9.3 The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

7.9.4 The Supplier will treat as confidential, all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

7.9.5 The supplier should safely return all the Original pre-press materials along with Printer CD in good condition to the purchaser or he will be penalized as per tender clause 6.18.3

SECTION 8

Quality Parameters

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

Raw Materials

1. Paper: The Paper shall be Maplitho with the following specifications

Sl no.	Properties	Requirement	Reference
1	GSM	60 gsm	
2	Tensile Index : CD/MD	20/40	IS 1848:1991
2	Brightness (Minimum) %	80	-do-
3	Opacity (Minimum)	85	-do-
4	Cobb, max avg	28	-do-
5	Wax pick	No. 10A Clear	-do-
6	Smoothness ml/min, Top (Bendsten) max Wire	200 250	-do- -do-
8	Colour	White	
9	Type of Pulp	Type-A	IS 1848:1991

Note :

- Paper shall be of A - Grade from reputed mills suggested hereunder, made out of Virgin Pulp and shall not contain any recycled pulp or mechanical pulp not exceeding 20%.
- The reel width for crown 1/4th books shall invariably minimum of 760 mm. Similarly the cut off shall be minimum of 508 mm. Usage of lesser width reels is strictly not acceptable. The cut off may be slightly more. No weightage will be given for any increase in the cut off though it is treated as a positive deviation.
- **List of Reputed Paper Mills whose quality parameters are tested and proven and the printers are advised to procure the paper required for the printing of Text Books for the academic year 2018-19 preferably of these mills or of the mills of equivalent capacity and who can produce the paper of equivalent quality. The decision about the equivalence has to be certified by the DPS.**
 1. M/s West Coast Paper Mills, Dandeli, Karnataka
 2. M/s TNPL, Tamilnadu
 3. M/s Andhra Pradesh Paper Mills, Rajamundry, Andhra Pradesh
 4. M/s Seshasai Paper and Boards Limited, Erode, Tamilnadu
 5. JK Paper Limited, Orissa
 6. Century Paper and Pulp
 7. Ballarpur Industries Limited (BILT)

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

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

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

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

- a) Art Board manufactured by JK Paper mill **or** Ballarpur Industries Limited (BILT) **or** Imported or equivalent
- b) Ivory Boards of JK Paper mills **or** equivalent
- c) BSC Boards manufactured by TNPL **or** Equivalent.

3. Inks

The Supplier shall use only branded inks and other chemicals.

4. Printing Plates

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

5. Varnish/BOPP Film

The Book Covers shall be coated on one side with Varnish. The coating may be made inline along with the printing of the covers or Offline. This shall ensure good gloss and shall also make the printed area scratch resistant and moisture resistant. The thickness of the coating shall be atleast 3 gsm. The Book Covers may also be laminated by using atleast 12 micron BOPP film by wet lamination method or Thermal Lamination method.

6. Hot Melt Adhesive

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

Book size

For Crown ¼ Size the print area to be 330sqcm. The trimmed Book size has to be **18.3x24.5** cms.

If the variations are found beyond the specified size in more than 5% of the lot then it will be treated as deviation from specifications. However, the Supplier shall not construe this to be a stipulation and shall read it as an exception.

Printing Quality

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

Binding quality and Specifications;

Binding shall ensure good appearance, Proper Cutting, proper Cover adhesion, good Page strength, no Cavity Spines, no Concave spine, no Adhesive running in, no Chip out at the head etc. The Binding Process shall be executed as mentioned here under;

Sl.No	No.of Text Pages	Method of Binding
1	144 and Less (≤ 144)	Center pinning
2	Above 144	Side pinning & perfect Binding.

Packing

- a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- b) It is preferred to make bundles with top and bottom supporting boards by mechanical strapping.
- c) Each bundle shall contain 50 books only for easy counting and handling.

Method of quality Checking

Method of quality checking adopted is random sampling technique. The quality inspection staff conduct tests at the point of production to ensure that prescribed quality materials only are used and machines that are in good condition are adopted and the manpower engaged has the required technical skills. It is the responsibility of the supplier to provide the proof to establish this.

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

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

The total sample size shall be approximately 5%.

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

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

SECTION - 9

SCHEDULE OF PLACE OF DELIVERY

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

Kalaburagi Division Distribution Points : From Packages 96 and 97

Sno	District	Taluka
1	Ballary	Ballari East
2	Ballary	Kurugodu
3	Ballary	Hadagali
4	Ballary	HB halli
5	Ballary	Hospet
6	Ballary	Kudligi
7	Ballary	Sandur
8	Ballary	Siruguppa
9	Bidar	Aurad
10	Bidar	Basavakalyan
11	Bidar	Bhalki
12	Bidar	Bidar
13	Bidar	Humnabad
14	Kalaburgi	Afzalpur
15	Kalaburgi	Alanda
16	Kalaburgi	Chincholi
17	Kalaburgi	Chittapur
18	Kalaburgi	Kalaburgi North
19	Kalaburgi	Kalaburgi South
20	Kalaburgi	Jewargi
21	Kalaburgi	Sedam
22	Koppal	Koppal
23	Koppal	Gangavati
24	Koppal	Kustagi
25	Koppal	Yelburga
26	Raichur	Devdurga
27	Raichur	Lingasuguru
28	Raichur	Manvi
29	Raichur	Raichur
30	Raichur	Sindhanur
31	Yadgiri	Shahapur
32	Yadgiri	Surpur
33	Yadgiri	Yadgiri

Belagavi Division Distribution Points : From Package 91

Slno	District	Taluka
1	Bagalkote	Badami
2	Bagalkote	Bagalkote
3	Bagalkote	Biligi
4	Bagalkote	Hungund
5	Bagalkote	Jamakhandi
6	Bagalkote	Mudhol
7	Belagavi	Belagavi city
8	Belagavi	Belagavi taluk
9	Belagavi	Bailhongal
10	Belagavi	Kittur
11	Belagavi	Khanapur
12	Belagavi	Ramadurga
13	Belagavi	Savadatti
14	Vijayapura	Bagewadi
15	Vijayapura	Vijayapura City
16	Vijayapura	Vijayapua Rural
17	Vijayapura	Chadchan
18	Vijayapura	Indi
19	Vijayapura	Muddebihal
20	Vijayapura	Sindagi
21	Chikkodi	Athani
22	Chikkodi	Kagwad
23	Chikkodi	Chikkodi
24	Chikkodi	Nippani
25	Chikkodi	Gokak
26	Chikkodi	Mudalagi
27	Chikkodi	Hukkeri
28	Chikkodi	Raibag
29	Dharwad	Dharwad Rural
30	Dharwad	Dharwad City
31	Dharwad	Hubballi Rural
32	Dharwad	Hubballi City
33	Dharwad	Kalagatagi
34	Dharwad	Kundagola
35	Dharwad	Navalgunda
36	Gadag	Gadag city
37	Gadag	Gadag Rural

38	Gadag	Mundargi
39	Gadag	Nargund
40	Gadag	Ron
41	Gadag	Shirahatti
42	Haveri	Byadagi
43	Haveri	Hanagal
44	Haveri	Haveri
45	Haveri	Hirekerur
46	Haveri	Ranebennur
47	Haveri	Savanur
48	Haveri	Shiggao
49	Sirsi	Sirsi
50	Sirsi	Siddapur
51	Sirsi	Yellapur
52	Sirsi	Mundagod
53	Sirsi	Haliyal
54	Sirsi	Joida
55	Uttar kannada	Karwar
56	Uttar kannada	Ankola
57	Uttar kannada	Kumta
58	Uttar kannada	Honnavar
59	Uttar kannada	Bhatkal

SECTION - 10

SCHEDULE OF REQUIREMENTS

Schedule – I : For Kalaburagi Division

Kalaburagi Division

Packages from 96 and 97

Sln o	Title Code	Pkg	Cl as s	Titles	Size	Colo ur	Appr ox.P ages	Approx. copies	Approx. Pages
105	298	96	8	ENG_SL	1/4th Crown	B/W	196	160800	31516800
106	289	96	8	KAN_SL	1/4th Crown	B/W	124	41122	5099128
107	324	96	8	HINDI_TL (VALLARI)	1/4th Crown	B/W	148	184051	27239548
108	286	96	8	KAN_SOCIAL SCIENCE PART 1	1/4th Crown	B/W	164	150058	24609512
109	362	96	9	KAN_SL	1/4th Crown	B/W	132	35656	4706592
Total								571687	93171580
110	365	97	9	ENGLISH_SOCIAL SCIENCE PART 1	1/4th Crown	B/W	164	32270	5292280
111	291	97	8	ENG_FL	1/4th Crown	B/W	164	24880	4080320
112	281	97	8	KAN_FL	1/4th Crown	B/W	172	163550	28130600
113	292	97	8	ENGLISH_MATHS PART 1	1/4th Crown	B/W	212	36034	7639208
114	282	97	8	KAN_MATHS PART 1	1/4th Crown	B/W	236	149906	35377816
115	296	97	8	ENGLISH_SOCIALSCIENCE	1/4th Crown	B/W	280	36025	10087000
Total								442665	90607224

Schedule – J : For Belagavi Division

Belagavi Division

Package 91

Sln o	Titl e Cod e	Pk g	Cl as s	Titles	Size	Colo ur	Appr ox.P ages	Approx. copies	Approx. Pages
121	428	91	10	KAN_SOCIAL SCIENCE PART 2	1/4th Crown	B/W	152	169174	25714448
122	439	91	10	ENGLISH_SOCIAL SCIENCE PART 2	1/4th Crown	B/W	156	31958	4985448
123	360	91	9	KAN_MATHS PART 2	1/4th Crown	B/W	168	174248	29273664
124	443	91	10	ENGLISH_MATHS PART 2	1/4th Crown	B/W	184	31969	5882296
125	432	91	10	KAN_MATHS PART 2	1/4th Crown	B/W	192	168603	32371776
Total								575952	98227632

Note :

1. Number of copies allotted for Printing shall be categorized as Free & Sale and they are to be bundled separately and supplied using separate coloured Delivery Challans as per the Purchase order. Distribution list shall be provided with the Purchase order .
2. Numbers are all indicative in nature and final numbers which may be allotted under various packages may vary up/down by about 25% to the extent provided in the Purchase order .
3. Titles which are classified as single colour (B/W)inner pages. However all books are bound by 04 colour cover page.
4. EMD prescribed is **3 Lakhs** .
5. Delivery Schedule, as per **Section-6 clause 6.18.6.**

APPENDIX - 1

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

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Implementation of printing and supply of textbooks in Government / aided Schools under Karnataka Textbook society(R) in Karnataka for the **Academic year 2018-19**, including signing and submission of all documents and providing information / responses to KTBS, representing us in all matters before KTBS, and generally dealing with KTBS in all matters in connection with our bid for the said Project.

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

For

.....

.....

(Signature)

.....

(Name, Title and Address)

Accepted

.....

(Signature)

.....

(Name, Title and Address of the Attorney)

Note:

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

APPENDIX - 2

Format for Letter of Proposal

(On the Letter head of the Bidder)

Date

To,

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

Sir,

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

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

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

Yours faithfully,

(Signature of the Authorized Signatory of Bidder)

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

APPENDIX - 3

Details of Bidder

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

APPENDIX - 4

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

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

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

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

Dated this Day of, 2018

.....
(Name of the Bidder)

(Signature of the Authorized Person)

(Name and designation of the Authorized Person)

APPENDIX - 5

Format for Performance Bank Guarantee

(To be issued by a Nationalized / Scheduled Bank in India)

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

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

WHEREAS

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

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- A. The Guarantor, as primary obligor shall, without demur, pay to The Karnataka Text book Society(R) Bengaluru an amount not exceeding Rs.....(Rupees.....only), within 5 days of receipt of a written demand from The Karnataka Text book Society(R) calling upon the Guarantor to pay the said amount.
- B. Any such demand made on the Guarantor by The Karnataka Text book Society(R) Bengaluru shall be conclusive and absolute as regards the forfeiture of Bid security and the amount due and payable by the Guarantor under this Guarantee.
- C. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of The Karnataka Text book Society(R) Bengaluru is disputed by the Bidder or not.
- D. This Guarantee shall be irrevocable and remain in full force upto **31st March 2019** or for such extended period as may be mutually agreed between The Karnataka Text book Society(R), Bengaluru and the bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- E. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- F. In order to give full effect to this Guarantee, The Karnataka Text book Society(R), Bengaluru, shall be entitled to treat the Guarantor as Principal debtor. The obligations of the Guarantor shall not be

affected by any variations in the terms and conditions of the Tender document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement /non exercise/delayed exercise of any of its rights by The Karnataka Text book Society(R), Bengaluru to the Bidder and the Guarantor shall not be relieved from the its obligation under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of The Karnataka Text book Society(R) to the bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

- G. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.....
- H. The Guarantor is obliged to liquidate the bank guarantee and remit the same to the guarantee 's bank account immediately with a written communication from the guarantee even on the e-mail communication.

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

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

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

APPENDIX - 6

(Format for undertaking of being a Printer)

Date

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

Sir,

We confirm that we have been in the business of printing and supply of books / text books since the year -----.

Yours faithfully,

(Authorized Signatory)

APPENDIX - 7

FORMAT FOR STATEMENT OF EXPERIENCE

Name of the Firm.....

Financial Year from 2014-15, 2015-16 & 2016-17

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

Signature & Seal of the bidder

The above statement shall be supported by

1. A certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.

APPENDIX - 8

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

Date

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

Rs. In lakhs					
SI No	Particulars	2014-15	2015-16	2016-17	Avg. of 3 yrs
1	Annual Turnover				
2	Net Worth				

Signature and seal of Statutory Auditor

Name

Membership No

Address

Instructions:

For the purpose of this Certification:

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

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

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

APPENDIX - 9

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

Date

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

We have also scrutinized the documents made available to us for the said project and certify the following years(2014-15,2015-16 & 2016-17)

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

Signature and seal of Statutory Auditor

Name
Membership No
Address

APPENDIX - 10

Format for Infrastructural Capabilities

Sl no	Machinery/Other requirements prescribed by the purchaser	Quantity Prescribed	Machinery/Other requirements offered by the printer	Quantity Offered	Production capacity per hour.(no.of pages/no.of books)
Pre-Printing machinery					
1	<p>Computer to Plate making plant with processor capable of making plates Double Crown, A-1 and such similar sizes</p> <p style="text-align: center;">or</p> <p>Plate exposing system with processor capable of making plates Double Crown, A-1 and such similar sizes</p> <p><i>(Note: Since it is single colour books the plates can be made by taking tracing sheet output are also acceptable)</i></p>	one unit			
Printing machinery					
1	<p>Single or multi printing unit web offset machine with a minimum cut off 508 mm, reel width 760 mm or more, with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 10,000 cycles per hour.</p> <p style="text-align: center;">Or</p> <p>Single Colour sheet fed printing machines with a production speed of about 5000 SPH, with a printing format of atleast 20X30 inches.</p> <p><i>(Note: if for any reason like bigger format or both sides printing etc., the requirement of number of units will be proportionately less.)</i></p>	one unit			
2	<p>Four colour sheet fed CPC offset printing machine with a Sheet size of 485mm X 660mm (19"x26") or above ,capable of printing on Boards of at least 220 GSM.</p> <p><i>(Note: Optional since the only cover pages are to be printed this service may be outsourced. If so on MOU with the firm possessing the 4 colour printing machine shall be provided)</i></p>	one unit			
Binding and Finishing Machinery					
1	Fully automatic stand alone perfect binding machine of minimum 6 clamps with 2000 cycles per hour OR equivalent productivity or more.	One unit			

	<i>(Note: required to achieve at least a production of at least 15,000 books per shift.)</i>				
2	Fully automatic 3 side cutting machine capable trimming books of crown 1/4 th size on 3 sides at a time. <i>(Note: It is essential to trim the books in a three side trimmer to achieve the speed and correct right angles at the corners.)</i>	one unit			
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) <i>(Note : Required to cut the Cover Boards etc.)</i>	one unit			
4	Offline or inline UV varnishing machine or Wet / thermal lamination machine of Minimum feed width of 18”	one unit			
5	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute.	Three units			
6	Fully automatic folding machine capable folding sheets in the size of Double Crown to crown 1/4 th size <i>(Note : Required only for the sheet fed printers)</i>	Two units			
Manpower, Factory and Storage Space					
<p>Manpower :The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.</p> <p>Factory and Storage Space :The plant shall be well planned and is required to be in easily accessible location. It is expected to be laid out in an area of about 5,000 sq feet to have easy and safe movement of the materials. The storage space shall be at least another 5,000 sq feet covered area for the safe storage of finished goods as well as to stock the paper.</p>					

Signature
(Name and designation of signatory)

APPENDIX - 11
(Cover 1)

Bidder Declaration regarding his capacity
(On the Letter Head)

I Represents..... (firm name)Here by declare that

1. I can printpages/ Shift in Sheet fed offset
I can printpages/ Shift in Web Offset
2. I can bind.....copies/ Shift.
3. Our Shift hours areper Shift.
4. We operate.....Shifts per day.
5. I can supply a total of _____lakh textbooks , belonging to _____
number of packages and supply to Concerned Blocks with respect to
packages quoted within **90 days** from the next date of purchase order.
6. The supplier shall submit dummy as per the time schedule mentioned in the
tender document.

Specifications & Time Schedule as mentioned in the tender document

Bidder
Authorized Signatory

APPENDIX - 12

(Format for undertaking of work completion)

Date:

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

Sir,

We hereby confirm that the printing and supply of textbooks will be completed within the scheduled time given in the tender document of Karnataka Text Book Society 2018-19.

In case if I/We fail to print/supply the given text books within the prescribed time period and adhere to the quality parameter set out. I/We shall pay the penalty according to the terms and conditions of the tender and we are bound by the same in all respects.

Yours faithfully,

(Authorized Signatory)

APPENDIX – 13

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

No:

DATE:

DECLARATION BY THE BIDDER

TO WHOM SO EVER IT MAY CONCERN

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

I/We hereby declare that we have applied for the following packages only as per our capability and as per the **clause 2.3.2** of the tender document.

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

Sl.No	Schedule	Package No.	Preference number
1			
2			

CONDITIONS:

1. If our bid is accepted, we will have to abide as per the stipulated Terms & Conditions to supply of school text books to the concerned Block Educational Offices in the Division.
2. If our bid is accepted we will furnish Performance Bank Guarantee separately for each package as per terms.
3. We agree to abide by this tender for bid validity of 90 days after the date fixed for opening of Second Envelope.
4. We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of corruption act 1988”.
5. We understand that you are not bound to accept a lowest offer that you may receive.
6. The bidder cannot add additional preference in contra to the tender condition 2.3.2

Dated this day of 2018

Signature

(Name and address of the Tenderer with seal)

(In the capacity of duly authorized to sign the Tender for and on behalf of)

Tender / Bid Validity:

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

Dated this day of 2018

Signature:

(Name and Address of the Tenderer with Seal)

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

Duly authorized to sign the Tender for and on behalf of

Yours faithfully,

(Authorized Signatory)

Company / Firm seal should be affixed.

APPENDIX - 14

Penalty for deviations

Penalty for deviation in the quality of Paper

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

Penalty for deviation in 220 GSM Ard Board of Industry Standards.

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

Penalty for deviation in Printing Quality

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

Penalty for deviation in Size of the book:

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

Penalty for deviation in Binding Quality:

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

Penalty for deviation in Quality of the Varnish

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

APPENDIX - 15

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

No:

DATE:

CERTIFICATE OF PROCUREMENT

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s has procured MT of A-Grade Maplitho ____GSM white Paper having a following specification, vide our Invoice No: Dated for the purpose of Printing of Text Books for the academic year 2018-19 as per the Tender awarded by KTBS vide its Purchase Order No: Dated

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

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

Note:-

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

APPENDIX - 16

PACKAGE NO:

PROFORMA OF DELIVERY CHALLAN

(NAME & ADDRESS OF THE BIDDER)

DC No:

Date:

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

GSTIN:- 29AABAT3059Q1ZS

Point of Delivery

Block Education Office
 _____ Taluka
 _____ District

Ref : Work Order No:

Date:

Sl. No	Title Code	Class	Title Name	No of Books Ordered	No of Bundles supplied	No of Books in each Bundle	No of loose books	Total No of Books Received	Balance books yet to be received
Total Books									

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

Signature of:

Signature & Stamp of:

BEO/Person In-Charge

Representative of Supplier:

Full Name:.....

Full Name:.....

Date:

Date:

Mobile No:.....

Mobile No:.....

Note:

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

APPENDIX - 17

GOVERNMENT OF KARNATAKA

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

No:

Date:

CERTIFICATE

This is to certify that the M/s has been awarded Packages during the year 2017-18 for printing and supply of Text Books for the academic year 2018-19. This bidder required Quality of paper for fulfillment of tender obligation, including all the packages. The bidder has procured the required paper as mentioned below as per the suppliers certificate/Inspection.

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

DIRECTOR
Printing, Stationery and Publication.
Government of Karnataka.

Note:-

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

APPENDIX - 18

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

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

BETWEEN

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

AND

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

WHEREAS,

KTBS, floated a Tender to print and supply, **Free textbooks** to 1st to 10th Standard students of all government schools and 9th& 10th class students of all Aided Schools as per the Government policy and to 1st to 8th Standard students of all aided schools as sponsored under the project of Sarva Shikshana Abhiyana (SSA), Karnataka and all students of unaided schools in Karnataka on **Sale** basis and has accepted the Tender submitted by the Supplier for the printing and supply of those School Textbooks for a sum of Rs.____(Rupees_only) (hereinafter called “The Contract Price”).

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Total Value: Rs. _____ (Rupees _____ only)

- Delivery Schedule** : 90 days from the next date of the Purchase Order.
Supply schedule : should be enclosed along with the contract agreement.
Performance Security : Bank Guarantee (5%)
Bid Security : Earnest Money Deposit (Rs. 3 lakhs)

5. Assigning of Contract Agreement in whole or part

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

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

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of : _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of : _____

APPENDIX - 19

BID FORM

To

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

Sir/Madam,

Having examined the Bidding Documents including Addenda No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print and supply School textbooks as per selected packages and **Section-9** Block Educational Offices in the Division. For which necessary Bid security (EMD) amounting to Rs. **3,00,000/-** is remitted via e-payment mode.

Terms & conditions:-

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

Dated this _____ day of _____ 2018

Signature: _____ (in the

Capacity of): _____

Duly Authorized to sign bid for and on behalf of

Place : _____