



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

**Text Books
Tender Document
(2 Cover System)**

2011-12

**Supplementary Tender for Printing and Supply of textbooks in
Kannada , English, Hindi , Urdu , Tamil , Telugu , Marathi , Sanskrit,
Konkani and Tulu languages for 1st to 10th Standards in schools located
within
the State of Karnataka**

[Cost Rs 5,675/ including VAT]

**Managing Director ,
Karnataka Text Book Society(R) ,
No. 4, DSERT Building, 100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage, Bangalore 85
Phone: 080 – 26422238, 26422245,
Fax: 26421299
E-mail: textbooksociety@gmail.com
website: www.schooleducation.kar.nic.in**



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Phone: 080 – 26422238, 26422245,
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No. 4, DSERT Building, 100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage,
Bangalore.

E-mail: textbooksociety@gmail.com

No:A7/ Tender/ 02/2010-11

Dated: 24.12. 2010

SHORT TERM TENDER NOTIFICATION

Sealed Tenders are invited under Two Cover system from the printers having their own Sheetfed Offset Printing Press or weboffset Printing press within the states of Karnataka, Andhra Pradesh, Kerala and Tamil Nadu for printing and supply of about 75 Lakhs Karnataka State school textbooks for classes 1 to 10 for the year 2011-12.

There are in all 20 titles to be printed, which have been classified in to 9 packages for bidding. For pre-qualification, terms & conditions governing the tender process and the contract stipulations relating to submission of bids, evaluation, acceptance, titlewise number of copies to be printed, the places at which and the authority to whom the printed copies are to be supplied etc., please see the details in the tender document or the website www.schooleducation.kar.nic.in. Bidders who have participated in the previous tender date 30.10.2010 of this office can also apply .

The pre-qualification bid should accompany an E.M.D. for Rs.3.00 lakhs in case of sheet fed, & Rs. 6.00 lakhs in case of web offset printers in the form of Demand Draft/ Bankers Cheque drawn in favour of Managing Director, Karnataka Text Book Society, payable at Bangalore. For Bidders who are qualified in the previous tender date 30.10.2010 EMD is Rs 1 lakh in case of sheet fed ,and Rs 2 lakhs in case of web.

The last date for submission of Tender is before 03.00 PM of 11.01.2011. The bid received after this will be rejected. The pre-qualification bids (Cover 1) will be opened on 11.01.2011 at 4.00pm, in the presence of bidders at the above given address. No separate intimation in this regard will be given to individual bidders.

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

The Tender document can be obtained in person from 28.12.2010 at the above address between 10.30 am to 05.00pm on any working day on payment of Rs. 5,000/- + 13.5% VAT = Rs.5675/- (non refundable amount) in the form of Demand Draft/ Bankers Cheque drawn in favour of Managing Director, Karnataka Text Book Society, payable at Bangalore.

Tender document can also be downloaded from the website www.schooleducation.kar.nic.in and payment of Rs 5000 + 13,5% VAT = Rs 5675 for downloaded tender document may be made at the time of submission of the tender document.

Managing Director,
Karnataka Text Book Society.

Place :
Date :

GOVERNMENT OF KARNATAKA

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

TENDER DOCUMENT FOR THE PRINTING AND SUPPLY OF PRIMARY AND SECONDARY SCHOOL TEXTBOOKS TO BEO'S (Two cover system)

Sl No	Particulars	Particulars
1	Bid Reference	A7/Tender-02/2010-11
2	Date of Issue of Notification	24.12.2010
3	Date of Commencement	28.12.2010
4	Sale of Bidding Document	28.12.2010
5	Pre Bid Meeting	No pre-bid meeting is scheduled
6	Last Date for Sale of Bidding Document	11.01.2011, 2 pm
7	Last Date for Receipt of Bids	11.01.2011, 3 pm
8	Time and Date of opening Cover 1 Cover 2	11.01.2011, 4 pm 18.01.2011, 11 am
9	Place of Opening of Bids	Office of the Managing Director Karnataka Textbook Society® No.4, DSERT Building, 100 Ft Ring Road, BSK III Stage Bangalore - 560 085 Karnataka State, India Ph: 080-26422238 ; 080-26422245
10	Address for Communications	The Managing Director Karnataka Textbook Society® No.4, DSERT Building, 100 Ft Ring Road, BSK III Stage Bangalore - 560 085 Karnataka State, India

All bids must be accompanied by bid security as specified in the bid document and must be delivered at the above office on or before the date and time indicated above.

Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

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

The Managing Director
Karnataka Text Book Society
Bangalore

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Managing Director
Karnataka Text Book Society®

VOLUME 1
PRINTING AND SUPPLY OF SCHOOL TEXTBOOKS
A BRIEF DESCRIPTION

1. INTRODUCTION

- 1.1 The Karnataka Textbook Society® (KTBS) is registered under the Societies Act, functioning under the Education Department, Government of Karnataka. The project is financed by the Government of Karnataka.
- 1.2 The objective of Society is to provide quality Textbooks to Primary and Secondary School students in accordance with the rules.
- 1.3 Free textbooks are provided to 1-10 Standard students of all government schools as per the Government policy and to 1-8 Standard students of all aided schools as sponsored by the Sarva Shikshana Abhiyana. (SSA).
- 1.4 Sale Textbooks are provided to 9-10 Standard students of aided schools and all students of unaided schools in Karnataka.
- 1.5 This is a supplementary tender for unquoted packages under an earlier tender floated on 30.10.2010 for printing and supply of text books for the academic year 2011-12.

2. SCOPE OF WORK

- 2.1 About 100.35 lakh children are studying in 58295 primary schools and 12453 high schools in Karnataka. For the year 2011-12, out of a total of about 553 lakh Textbooks, about 75 lakh textbooks have to be printed & supplied under two categories viz. Free & Sale under this Tender. Free & Sale category books are to be supplied to all 202 Block Educational Officers (BEO) of Karnataka who in turn have to distribute well in time to the schools in their jurisdiction before the commencement of the academic year.
- 2.2 The successful bidder is responsible to enter into an agreement with KTBS. He should procure and get the quality of paper certified by an approved third party quality testing and certifying agency and then print and supply Free & Sale Categories of textbooks to BEO's after ensuring the quality.
- 2.3 The successful bidder is also responsible and accountable for all the printing and supply process throughout the contract period. He has to chalk out the programme of work / route map/ time schedule from the date of commencement of work and up to the completion of the work and intimate the same to the purchaser.

VOLUME 2

INSTRUCTION TO BIDDERS

SECTION 1

1.1. INTRODUCTION AND BACKGROUND

- 1.1.1 Government is distributing free textbooks to all the government school students from 1-10 standard and all the students of aided schools from 1-8 standard as funded by SSA.
- 1.1.2 In pursuance of this objective, The Karnataka Textbook Society® (KTBS) of Government of Karnataka invites open tenders from interested parties for the printing and supply of free & sale textbooks to all Government Primary and Secondary Schools, and all aided and unaided schools of Karnataka. 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.
- 1.1.4 The Successful Bidder would then have to enter into an Agreement with The Managing Director, KTBS, and perform its obligations as stipulated therein in respect of the Project. The Draft Agreement forms part of this document.
- 1.1.5 The Successful Bidder would be required to print and supply Free & Sale category textbooks to 202 BEO’s of Karnataka in accordance with the terms and conditions laid down for further distribution by them.
- 1.1.6 The period of the contract shall be upto the end of academic year 2011-12 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 KTBS intends to follow a single stage, two cover process for selection of the Successful Bidder for the Project. Bidders would need to submit the following two sets of documents in duplicate in separate sealed envelopes as part of their Proposal:

Cover 1

- a. Documents relating to establishing the qualification of the Bidder in terms of the qualification criteria set out in Para 2.1.7 & Para 3.2 of this Document (“Qualification Submissions”),
- b. Documents/undertakings/declarations as per Appendix A to Appendix H

Cover 2

- c. Financial Bid (“Price Bid”) for the Project as per Appendix J.

1.2.2 The evaluation of the Proposals would be carried out in 3 stages.

1.2.3 **FIRST STAGE:** This stage is called “*Test-of- responsiveness*”. This stage involves an evaluation based on Qualification Submissions. Proposals found to be substantially responsive would be selected for evaluation in the **SECOND STAGE**.

1.2.4 **SECOND STAGE:** This stage is called “*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*”.

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

1.3 AVAILABILITY OF TENDER DOCUMENT

(a) IN THE OFFICE OF KTBS

1.3.1. The bid document can be obtained from the office of the Managing Director, KTBS during the working hours on all working days on payment of the prescribed fee of Rs. 5,675/- (Rupees five thousand six hundred seventy five only) (Inclusive of applicable Taxes) in the form of Demand Draft drawn on any Nationalized or Scheduled bank payable at Bangalore in the name of “**The Managing Director, Karnataka Textbook Society® Bangalore**”.

1.3.2 The bid document can also be obtained through post by sending a DD for Rs.5,675/- (Rupees five thousand six hundred seventy five only) (inclusive of applicable Taxes) drawn on any Nationalized or Scheduled bank payable at Bangalore in the name of

“The Managing Director, Karnataka Text Book Society ®, Bangalore” along with self addressed and duly stamped clothline cover of A4 size.

(b) ON THE INTERNET

1.3.3 The tender document can be downloaded from our web site

<https://www.schooleducation.kar.nic.in>

1.3.4 In case the tender document is downloaded from the internet,

- a. An intimation to this effect should be sent by speed post to The Managing Director, KTBS, duly indicating particulars such as address for communication, phone number, facsimile number, email ID, etc.;
- b. The demand draft for the amount payable towards cost of tender document should be enclosed along with the Proposal.

1.3.5 All subsequent notifications, changes and amendments on the project or tender document would be posted only on the following website:

<https://www.schooleducation.kar.nic.in>

1.4 PROPOSAL DUE DATE

The proposal should be submitted on or before 11th January 2011. The time for submitting the bids is before 3 P.M. at the office of the Managing Director, Karnataka Textbook Society®, No. 4, 100 Ft. Ring Road, Hosakerehalli, BSK III Stage, Bangalore 560085.

SECTION 2

A. GENERAL

2.1 BIDDERS

2.1.1 The Legal entity eligible for participating in the qualification process shall be `The Printer` belonging to the States of Karnataka, Andhra Pradesh, Tamil Nadu and Kerala.

2.1.2 **The Printer** means a web offset printer or a sheet fed printer who is engaged in the business of printing and supply of books who has a Minimum of 3 years experience in printing and supply of books.

2.1.3 The legal entity should possess Technical facilities of the National / International standards. The legal entity should also have experience in printing and supply of books for a State Government / Educational Institutions / Reputed Private Institutions in any State of India.

2.1.4 The Legal Entity should have been registered as printer of books either with Shops or commercial establishments Act / Factories Act or with department of Industries and commerce or under Karnataka Sales Tax Act or Karnataka Value Added tax Act 2003 or under Local Tax Act in any State in India for a minimum period of 3 years as on the last date of the Tender Notification.

2.1.5 The main business of the Legal Entity in the immediately preceding 3 years should be as a printer under Karnataka Sales Tax Act or Karnataka Value Added Tax Act or Local Tax Act in any state in India. He should be a vendor for printing and supply of books / textbooks with the Government of Karnataka or any State in India.

2.1.6 The Legal Entity should have achieved a minimum annual turnover of Rs.50 lakhs in each of the immediately preceding 3 years in case of web offset printer and minimum annual turnover of Rs.25 lakhs in each of the immediately preceding 3 years in case of Sheet-fed printer.

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.
- An individual or a HUF shall submit copy of KVAT / KST / Local Sales Tax / Local VAT Certificate.

2.1.8 Any Entity which has been barred by the Education Department, Government of Karnataka (GoK), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoK/SG/GoI would not be eligible to submit a Proposal. The Bidder shall execute an undertaking to this effect as per the format enclosed in Appendix D.

2.2 NO CONSORTIUM

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

2.3 NUMBER OF PROPOSALS & PACKAGE DETAILS

2.3.1 Each Bidder shall submit only one Proposal in response to this Tender document. Any Bidder, who submits or participates in more than one Proposal, shall be disqualified and shall also cause disqualification of all the proposals in which such Bidder has participated.

2.3.2 A Bidder can quote for a maximum of 3 packages in the descending order of his preference. List of work packages is as shown under Volume 5.

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 supplementary tender is 3 only. However, in any case, total number of packages to be allotted including the earlier allotment of packages under Tender dated 30.10.2010, shall be restricted to 5 packages only.

2.3.4. Web offset printer is eligible to quote for any of the 3 packages. For Web offset printer sub-packages viz., (a) and (b), if any, shall be counted as 01 package. Sheet-fed printer is eligible to quote for any of the 3 packages. For Sheet-fed Printer sub-packages viz., (a) and (b), if any, shall be counted as separate packages.

2.3.5. Number of textbooks to be printed under the Work Packages as shown in Volume 5 is provisional and indicative and actual numbers of Textbooks to be printed and supplied will be as provided in the Purchase Order.

2.3.6. Number of books to be printed may go up by 30% or gets reduced by 30% as per the actual requirement.

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

2.4 PROJECT INSPECTIONS AND VISIT TO THE SITES

2.4.1 It is desirable that each Bidder submits its Proposal after visiting some of the 202 Block Educational Offices and ascertaining for himself the location, surroundings, or any other matter considered relevant. Schedule of place of delivery is shown under Volume 4 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, Bangalore** reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action. Any Bid with

incomplete information is liable for rejection. For each category of pre-qualification criteria, the documentary evidence is to be produced duly attested by the bidder, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.

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

- a) invite the next best Bidder to match the Proposal submitted by the best Bidder; OR,
- b) take any such measure as may be deemed fit in its sole discretion including annulment of the bidding process.

B. DOCUMENTS

2.6 CONTENTS OF TENDER DOCUMENT

2.6.1 The Tender Document comprises the contents as listed below, and would additionally include any Amendment / Addenda issued in accordance with Clause 2.7.

- a) Volume 1 A Brief Description of the Project
- b) Volume 2 Instructions to Bidders
- c) Volume 3 Draft Agreement
- d) Volume 4 Schedule of Place of Delivery
- e) Volume 5 List of Packages
- f) Appendix A to J

2.7 AMENDMENT / ADDENDA OF TENDER DOCUMENT

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

2.7.2 Any Addendum thus issued will be sent in writing to all those who have purchased the Tender Document and will also be hosted on the website.

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

2.8 PRE-BID MEETING

For this Tender, pre-bid meeting is not scheduled.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.9 LANGUAGE

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

2.10 BID SECURITY (EMD)

2.10.1 Each Proposal should be accompanied by a Bid Security (EMD) of **Rs 6,00,000/- (Rupees Six Lakhs only) in case of Web Offset printers and Rs 3,00,000/- (Rupees Three lakhs only) in case of Sheet-fed printers** . For eligible bidders in the previous tender dated 30.10.2010, Bid Security (EMD) is Rs. 2,00,000/- (Rupees Two lakhs only) in case of Web Offset Printer and Rs. 1,00,000/- (Rupees One lakh only) in case of Sheet-fed printer. The Bid Security shall be kept valid for at least 45 days in addition to the Proposal Validity Period and would need to be extended, if so required, for any extension in Proposal Validity Period.

2.10.2 The Bid Security shall be in the form of a Demand Draft payable at Bangalore and issued by a Nationalized Bank or Scheduled Bank or Public Sector Bank in India. Demand Draft shall be payable at Bangalore and drawn in favor of The Managing Director, Karnataka Textbook Society®, Bangalore.

2.10.3 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 held as security Deposit by KTBS till such time the contract is fully complete and shall be discharged along with the Performance Bank Guarantee.

2.10.4 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;
- 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 provided by **KTBS**;
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

2.11 VALIDITY OF PROPOSAL

Proposal shall remain valid for a period not less than 180 days from the last date for submission of bids from the Proposal Due Date ("Proposal Validity Period"). KTBS reserves the right to reject any Proposal, which does not meet this requirement.

2.12 EXTENSION OF VALIDITY OF PROPOSAL

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

2.13 FORMAT AND SIGNING OF PROPOSAL

2.13.1 The Bidder would provide all the information 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 separate covers, namely,

- a) Qualification Bid, consisting of the details mentioned in section 6 of this tender document and
- b) Price Bid, consisting of the Bidders lowest quoted rate being the financial proposal for the project in prescribed format (Appendix J).

2.13.3 The Bidder shall submit one original and one copy of the entire proposal. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.13.4 The Proposal shall be typed or written in indelible ink. The pages and volumes of each part of the Proposal shall be clearly numbered and the Bidder shall initial and seal each page. The person signing the Proposal shall initial and seal all the alterations, omissions, additions, or any other amendments made to the Proposal.

2.14 SEALING AND MARKING OF PROPOSALS

2.14.1 The Bidder shall sign and seal each page of the two parts of the Proposal and place them in separate covers. The two sealed covers shall be placed in a single outer cover, clearly marking each of the envelopes as ***“ORIGINAL”***

2.14.2 Similarly the copies of two parts of the Proposal shall be placed and sealed in separate envelopes and placed in single cover clearly marking each of the envelopes as ***“COPY”***.

2.14.3 Both the envelopes ***ORIGINAL*** and the ***COPY*** shall be placed in one envelope and sealed.

2.14.4 Each of the envelopes (outer and inner) shall clearly bear the following identification:

***“Proposal for Printing and supply of Government school textbooks for 2011-2012 to
KTBS, Karnataka”***

2.14.5 The sealed envelopes shall be addressed and submitted to:

***The Managing Director,
Karnataka Textbook Society®,
No.4, 100 Ft Ring Road, Hosakerehalli,
BSK III Stage, Bangalore 560085***

2.14.6 If the envelopes are not sealed and marked as instructed above, KTBS assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal may, at the sole discretion of KTBS, be rejected.

2.15 PROPOSAL DUE DATE

2.15.1 Proposals should be submitted in person before 15:00 hours IST on the Proposal Due Date mentioned in the Bidding Schedule to the address provided in the manner and form as detailed in this Tender Document. Proposals submitted by either facsimile transmission or telex or by post will 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 2.7, uniformly for all Bidders.

2.16 MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF PROPOSALS

2.16.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by **KTBS** by the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.

2.16.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13 and 2.14, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

2.16.3 To assist in the examination, evaluation, and comparison of Proposals, KTBS may utilize the services of consultant(s) or advisor(s).

D. EVALUATION OF PROPOSAL

2.17 PROPOSAL OPENING

2.17.1 **KTBS** would open 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 shall not be opened.

2.17.3 **KTBS** would subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 3, 4 and 5 of this Tender Document.

2.18 CONFIDENTIALITY

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

2.19 TESTS OF RESPONSIVENESS

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

- a) is received/deemed to be received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15 and 2.16
- b) is signed, sealed and marked as stipulated in Clause 2.14
- c) is accompanied by the Bid Security as stipulated in Clause 2.10
- d) is accompanied by the Power of Attorney, the format for which is specified in Appendix B
- e) contains all the information as requested in this document
- f) contains information in formats same as those specified in this document
- g) Proof of Ownership of at least 1 number of Web/Sheetfed offset printing machine and their location within the states of Karnataka, Andhra Pradesh, Kerala and Tamilnadu
- h) VAT Registration Certificate
- i) PAN Certificate
- j) Copy of the title deed or lease agreement in support of ownership / hire / lease of infrastructure facilities like building / godown
- k) mentions the validity period as set out in Clause 2.11, and
- l) is accompanied by a demand draft towards cost of the Tender Document, in case the same has been downloaded from the internet

2.19.2 **KTBS** reserves the right 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, **KTBS** may, at its sole 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. All Proposals found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in Section 3.

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

2.21.3 The envelopes containing the Qualification Submissions and Price Bid of the Bidders who do not meet the Qualification Criteria shall be returned unopened.

2.21.4 The Qualification Submissions of the Qualified Bidders would be evaluated as per the Qualification Evaluation Criteria set out in Section 3.

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

2.21.6 The envelope containing the Price Bid of the "*not-qualified-Bidders*" who do not satisfy the Evaluation Criteria shall be returned unopened.

2.22 PROPOSAL EVALUATION: PRICE BID

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

2.23 DECLARATION OF SUCCESSFUL BIDDER

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

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

2.24 NOTIFICATIONS

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

2.25 **KTBS's RIGHT TO ACCEPT OR REJECT PROPOSAL**

2.25.1 **KTBS** reserves the right 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.

2.25.2 **KTBS** reserves the right 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.

2.25.3 **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;
- 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.

2.26 SUBMISSION OF LETTER OF ACCEPTANCE AND EXECUTION OF AGREEMENT

2.26.1 Within a week from the date of issue of the Letter of Acceptance (“LOA”), the Successful Bidder shall accept the LOA and return the same to **KTBS**. The Successful

Bidder shall execute an Agreement for the Project, within a week of the issue of LOA or within such further time as **KTBS** may agree to at its sole discretion.

2.26.2 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**.

2.26.3 **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, but not later than 30 days after the expiration of the period of Tender validity prescribed by the purchaser.

2.27 PERFORMANCE SECURITY

2.27.1 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 in favour of “The Managing Director, Karnataka Text Book Society, Bangalore”, for a sum equivalent to 5% of the package value separately for all the packages which may be allotted to the successful bidder within 21 days from receipt of purchase order. The performance bank guarantee should be valid covering a period of 6 months after fulfillment of the Purchase Order.

2.27.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.26 or 2.27.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, **KTBS** reserves the right to take any such measure as may be deemed fit in the sole discretion of **KTBS**, including annulment of the bidding process.

SECTION 3
EVALUATION FOR QUALIFICATION

3.1 EVALUATION PARAMETERS

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

A. EXPERIENCE IN TERMS OF

- i. Printing and Supply of books / Textbooks;
- ii. In accordance with time Schedule; and
- iii. Quality of material delivered.

B. FINANCIAL CAPABILITY IN TERMS OF

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

3.1.2 On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section 3.

3.2 QUALIFICATION CRITERIA FOR EXPERIENCE

For the purpose of qualification a Bidder shall demonstrate experience as in table below:

Sl. No.	Experience Criteria for bid
1	Billings of at least Rs.20,00,000/- (Rupees Twenty lakhs only) in case of Web Offset Printer and Rs. 10,00,000/- (Rupees Ten lakhs only) in case of Sheetfed Printer, from a single project of Printing and supply of books / Textbooks during any one year of the following three years 2008-09, 2009-10 and 2010-11

3.3 DETAILS OF EXPERIENCE

The Bidder shall furnish evidence to support its claim as per Appendix G-1.

3.4 INFRASTRUCTURE CAPABILITY

The bidder should have the following infrastructure:

Sl No.	Machinery / Building	Description	Qty
1	Printing Machines	<p>Four-colour sheet-fed offset printing machine of not less than 28"x40"</p> <p style="text-align: center;">or</p> <p>Four-colour sheet-fed offset printing machine of not less than 23"x36"</p> <p style="text-align: center;">or</p> <p>Four-colour web offset printing machine</p> <p style="text-align: center;">or</p> <p>Double-colour sheet-fed offset printing machine of not less than 28"x40"</p> <p style="text-align: center;">or</p> <p>Double-colour sheet-fed offset printing machine of not less than 23"x36"</p> <p style="text-align: center;">or</p> <p>Double-colour web offset printing machine</p> <p style="text-align: center;">or</p> <p>Single-colour sheet-fed offset printing machine of not less than 28"x40"</p> <p style="text-align: center;">or</p> <p>Single-colour web offset printing machine</p> <p style="text-align: center;">or</p> <p>Four-colour sheet-fed offset printing machine of not less than 19"x26"</p> <p style="text-align: center;">or</p> <p>Two-colour sheet-fed offset printing machine of not less than 19"x26"</p> <p style="text-align: center;">or</p> <p>Single-colour sheet-fed offset printing machine of not less than 19"x26"</p>	<p>Minimum of 1 No</p> <p>Minimum 2</p> <p>Minimum 2</p> <p>Minimum 2</p>
2	Binding Machine & Equipment	<ol style="list-style-type: none"> 1. Automatic folding machines of not less than 30" size and capable of performing four folds 2. Cutting machines /Automatic cutting machines of not less than 30" size 3. Three side trimmer (cutting machine) 4. Perfect binding machines - 5 or more clamps 	<p>Minimum 1</p> <p>Minimum 1</p> <p>Minimum 1</p> <p>Minimum 1</p>

		5. Perfect binding machine - Single clamp If Three side trimmer (Cutting Machine) is not available, Sl No 2. Should be in 2 Nos.	Minimum 1
3	Minimum Space	3000 Sq.ft for Sheet-fed offset printing press 6000 sq.ft for web offset printing press	
4	Storage	Atleast 100 sq mtrs space (covered area) for the safe storage of paper and printed forms	

- a) In Table under 3.4 above, the bidder should own atleast 1 number of the Printing machines as in Sl no 1. Additional Machinery, if needed, may be hired or taken on lease. Infrastructure, viz., minimum space (sl no 3) and storage space (sl no 4) 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.
- b) 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.
- c) Turnover during the last three years of the bidder should be furnished as below:

Sl. No.	Year of print and supply	Turnover as per audited annual accounts Rs
01	2007-2008	
02	2008-2009	
03	2009-2010	

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

3.5 FINANCIAL CAPABILITY

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

SI No.	Financial Capability Criteria
1.	Annual turnover of Rs.50,00,000/- (Rupees Fifty lakhs only) in each of the Last completed 3 financial years in case of Web offset printer Or Rs 25,00,000/- (Rupees Twenty five lakhs only) in case of Sheet fed printer in each of the last completed 3 financial years.

3.5.2 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.

3.5.3 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last three (3) completed financial years. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide unaudited annual accounts countersigned by the Statutory Auditor and give an undertaking to submit the audited annual accounts, as and when it is ready. In such a case, the Bidder shall provide the Audited Annual Financial Statements for two years preceding the latest financial year.

3.5.4 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.

3.6 QUALIFICATION CRITERIA FOR FINANCIAL CAPABILITY

3.6.1 For the purpose of Qualification the Bidder is required to demonstrate the financial capability as set out in 3.2 and 3.5 of this tender document.

3.6.2 For the purposes of evaluation financial data from the latest three annual accounts would be considered.

3.7 QUALIFIED BIDDERS

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

SECTION 4 EVALUATION OF PRICE PROPOSAL

4.1 EVALUATION PARAMETERS

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

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

SECTION 5

5.1 EVALUATION METHODOLOGY

5.1.1 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.

5.1.2. 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.

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

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

a. Invite fresh Price Bids from such Bidders within time schedule as notified by Purchaser,

OR

b. Take any such measure as may be deemed fit in its sole discretion.

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

a. Invite fresh Price Bids from qualified Bidders within time schedule as notified by Purchaser,

OR

b. Invite fresh tender or take any such measure as may be deemed fit in its sole discretion.

5.1.6 The **successful Bidder** and **KTBS** shall proceed with finalizing the agreement in accordance with Clause 2.26.

SECTION 6
CONTENTS OF PROPOSAL

6.1 QUALIFICATION BID SUBMISSION

Qualification Submissions shall consist of two sub-parts:

- a. Qualification Documents
- b. Other Documents

Qualification Documents

Qualification documents shall consist of the following:

- i. Certificate of Incorporation
- ii. Undertaking of being a Printer as per Appendix F
- iii. Statement of Experience as per Appendix G-1
- iv. Statutory Auditor's Certification of Financial Capability as per Appendix G-2
- v. Statutory Auditor's Certificate for Project Experience of Printing and Supply of Textbooks as per Appendix G-3
- vi. Annual reports as required in Section 3

Other Documents

Other documents shall consist of the following:

- i. Letter of Proposal as per Appendix A
- ii. Power of Attorney as per Appendix B, authorizing the signatory of the Proposal to commit on behalf of the Bidder
- iii. Details of Bidder as per Appendix C
- iv. Anti-Collusion Certificate as per Appendix D
- v. Bid Security as per Appendix E
- vi. Cost of Tender Document, in case downloaded from internet
- vii. Qualification Proposal to establish infrastructural capability shall be as per the format set out in Appendix H.
- viii. Proof of Ownership of Web/Sheetfed offset printing machines and their location within the states of Karnataka, Andhra Pradesh, Kerala and Tamilnadu
- ix. VAT Registration Certificate

- x. PAN Certificate
- xi. Copy of the title deed or lease agreement in support of ownership / lease of additional machinery / infrastructure facilities like building & godown

6.2 PRICE PROPOSAL

6.2.1 Price Proposal shall consist of:

- a) Price Proposal as per the format set out in Appendix J.
- b) The bidders can quote their lowest cost per page, for different size and colour of the Text Book, package wise, titlewise, for any three packages. Prices should be inclusive of printing of text pages, cover page printing, lamination, perfect binding, packing cost , transportation cost, transit insurance, all taxes, any applicable duties etc. and the cost per page shall be quoted in paise to the last 2 decimal places.

SECTION 7

BIDDING SCHEDULE

KTBS would endeavor to adhere to the BID schedule as noted elsewhere on page no 1 of this document.

SECTION 8

GENERAL CONDITIONS OF CONTRACT

8.1 DEFINITIONS

8.1.1 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 **"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 in a Tender Bulletin.
- (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 authority"** means Authority as constituted by the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- (t) **"Notification of award of Contract"** means the intimation in the form of a letter of acceptance by KTBS to the successful bidder. Acceptance by the successful bidder within 24 hours from the date of its receipt will constitute the formation of Contract

8.2 APPLICATION

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

8.3 STANDARDS

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

8.4 USE OF CONTRACT DOCUMENTS AND INFORMATION

8.4.1 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.

8.4.2 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 8.4.1 except for purposes of performing the Contract.

8.4.3 Any document, other than the Contract itself, enumerated in GCC Clause 8.4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

8.4.4 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.

8.5 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 Publisher's page, with prior approval.

8.6 PERFORMANCE SECURITY

8.6.1 Within 21 days of receipt of the purchase order, the Supplier shall furnish performance security, as mentioned at 2.27.1. The performance bank guarantee should be valid covering a period of 6 months after fulfillment of the Purchase Order.

8.6.2 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.

8.6.3 The Performance Security will be discharged by the Purchaser and returned to the Supplier at the end of 30th September 2011 subject to the fulfillment of all performance obligations under the contract, whichever is later.

8.6.4 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 90 days thereafter.

8.6.5 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.

8.7 INSPECTIONS AND TESTS

8.7.1 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 at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.7.2 The paper to be used for printing of the text book may be inspected and tested at the mill premises of the paper manufacturer and the finished Text books shall be inspected at the printer's premises. The successful bidder shall declare the source of the paper if inspection and tests are conducted on the premises of the Supplier & at above mentioned places all reasonable facilities and assistance, including access to any supporting document and production data shall be furnished to the inspectors at no charge to the Purchaser.

8.7.3 If the inspected or tested school books / forms of the books fail to confirm to the specifications, the Purchaser may reject such quantity of books/forms and the Supplier shall either replace the rejected text books or make necessary alterations to meet specification requirements free of cost to the Purchaser.

8.7.4 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 virgin pulp. The officials of Karnataka Text Book Society ® or persons duly authorised by KTBS shall inspect the progress in printing, binding, lamination and dispatch of text books from time to time. In case any textbook is found to be defective, they shall be replaced by the Supplier at his own cost.

8.7.5 The Purchaser's right to inspect, test and, where necessary, reject the school text books after the free and sale category text books arrival at Block Education Officer (**BEO**) office/school level shall, in no way, be limited or waived by reason of the books having previously been inspected, tested and passed by the Purchaser or its representative.

8.7.6 The pre-delivery inspection will be carried out by the purchaser or by any one authorised by the purchaser for this purpose.

8.7.7 Nothing in GCC shall in any way release the Supplier from any other obligations under this Contract.

8.8 OPERATIONAL CHARTS

The Supplier shall furnish in advance, Operational Chart of the printing & supply of the School Text Books to the Purchaser.

8.9 PACKING & SUPPLY

8.9.1 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 in this regard. The applicable inspection charges shall be borne the Supplier.

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

8.9.3 The Supplier after the satisfactory delivery of School Text Books to the concerned Blocks shall obtain due acknowledgement from the concerned Block Educational Officers or his authorised 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.

8.10 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.

8.11. TRANSPORTATION

Where the Supplier is required under the Contract to transport the Free & Sales category School Text Books to all 202 BEO's of Karnataka as shall be specified in the Contract, it shall be arranged by the Supplier and the related cost including insurance, shall be included in the Contract Price.

8.12. PAYMENT

Payment to suppliers shall be made as per Clause 9.4 of Special Conditions of Contract (SCC).

8.13. 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

8.14. CONTRACT AMENDMENTS

Subject to GCC Clause 8.13, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

8.15. ASSIGNMENT

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

8.16. SUBCONTRACTS

Subcontract in printing and supply of textbooks is strictly prohibited.

8.17. DELAYS IN THE SUPPLIER'S PERFORMANCE

8.17.1 Delivery of the School Text Books shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

8.17.2 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.

8.17.3 Except as provided under GCC Clause 8.23, 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 8.18, unless an extension of time is agreed upon pursuant to revision in contract without the application of liquidated damages.

8.18. LIQUIDATED DAMAGES

a. For non fulfillment of contract

Subject to GCC Clause 8.19, if the Supplier fails to deliver any or all of the School Text Books within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed School Text Books for each day of delay until actual delivery up to a maximum deduction equal to the contract price as levied by the purchaser. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to Clause 8.20 or as agreed upon between the purchaser and the supplier.

b. For defective materials

If any defect is found / any report in this regard is received from the Block Educational Officers, such defective materials will be rejected and the Supplier will have to replace such defective materials and will have to bear the cost of replacement.

c. Delay in supply of free books

In case of delay in supply of any quality of books, beyond the delivery time schedule as indicated in the agreement, the penalty will be levied. For imposing penalty the date of receipt of work order is reckoned for penalty.

Time schedule

Printing & Supply of text books to specified destinations should be completed within 90 days from the date of award of Contract. Supplier shall submit a fortnightly progress report to the purchaser.

The supplier should adhere to the time schedule specified in the contract. 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.

8.19. TERMINATION FOR DEFAULT

8.19.1 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.

8.19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 8.22.1, 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.

8.20. FORCE MAJEURE

8.20.1 Notwithstanding the provisions of GCC Clauses 8.17, 8.18, 8.19, 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.

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

8.20.3 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.

8.21. 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.

8.22. TERMINATION FOR CONVENIENCE

8.22.1 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.

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

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

8.23. RESOLUTION OF DISPUTES

8.23.1 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.

8.23.2 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.

8.23.3 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.

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

8.23.5 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.

8.24. LIMITATION OF LIABILITY

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

8.25. 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.

8.26. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the State of Karnataka.

8.27. NOTICES

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

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

8.28 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.

8.29 IMPLEMENTATION OF THE CONTRACT

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

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

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

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

8.30 ASSIGNING OF TENDER IN WHOLE OR PART

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

8.31 PENALTY AND TERMINATION FOR NON-FULFILMENT OF CONTRACT

8.31.1 If supplier does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 1% of the contract amount of the delayed portion of the work per week or part thereof of such delay for the first 4 weeks and at the rate of 2% per week thereafter until completion of supplies.

8.31.2 The supplier entrusted with the work of supply of School Books should execute the work in good conditions. If the inferior quality material is found before distribution or after distribution to the schools, such defective materials will be rejected outright. The supplier will have to replace the rejected items at his own responsibility and expense.

8.31.3 The School Books will have to be transported without causing any damage and in good condition to all the Block Educational Offices Godowns in the State. If any defect is found / any report in this regard is received from the Block Educational Officers, such defective books will be rejected and the Supplier will have to replace the defective books and will have to bear the cost of such replacements.

8.31.4 While Calculating penalty in case of default, total cost of a particular package including transportation and insurance cost will be taken into consideration and penalty will be imposed.

8.32 GENERAL POINTS TO BE OBSERVED

8.32.1 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.

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

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

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

8.33 DISCRIPTION OF PACKAGES

8.33.1 Total number of books/titles to be printed is divided into 9 packages. Each package consists of different Titles / Languages / Mediums and different size and colours. All books shall have multi-coloured cover pages. The packages are arrived at on the basis of the segregation of print work of multi coloured books, two coloured books, black & white books and the size of the books. However there may be combinations in some packages.

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

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

8.33.4 The details of packages are as per Volume 5.

8.34 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.

8.35 SAMPLE COPIES

Supplier shall supply 100 sample copies of each major titles (free and sale) and 25 for each minority titles (below 5,000 copies) free of cost, to the copyright holder failing which, it shall be treated as breach of Contract terms.

8.36 APPROVAL FOR PRINTING

8.36.1 The successful bidder will be given CD's/Positives of the book to be printed as per the package allotted to them. The bidder shall take all the necessary action to convert the CD into positives and prepare the dummy book.

8.36.2 Before printing, final proof of the Text books and newly printed two dummy copies shall be approved by the Officer authorised by the Managing Director of the Karnataka Text Book Society, Bangalore. The approval of dummies shall not be exclusive to the implementation schedule.

8.37 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.

8.38 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.

SECTION 9

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.

9.1. DEFINITIONS (GCC CLAUSE 8.1)

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

9.2. INSPECTION AND TESTS (GCC CLAUSE 8.7)

9.2.1 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 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, work 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.

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

Inner Pages

- i. Only Maplitho paper of 60 GSM or more shall be made use of for inner pages of the books.
- ii. Paper for the textbooks shall be procured from A-grade paper mills. Printer should use the paper as per specifications prescribed and the paper manufactured using Virgin Pulp only should be used.
- iii. The minimum brightness of the paper shall be 80 %.

Binding or Cover

- i. Art paper of 220 GSM shall be made use for the covers of the books and shall be gloss laminated on the outside with at least 12 micron thickness BOPP.
- ii. The size of the books, color specifications and number of pages shall be as specified in the table.
- iii. All books shall have perfect binding. No book shall be bound by centre pinning.

Printing Quality

- i. Printing shall be good, having uniform inking of sufficient colour.
- ii. There shall be no aberration of colours, wherever colour printing is done. In other words colour registration shall be flawless.
- iii. The texts shall be strong, legible and readable.
- iv. The printed illustrations shall be clearly well defined.

- v. The prints shall be free from defects like offsetting, smudging, tilting, mis-register, scumming, slur, ragged print etc.,
- vi. The text must have balanced margin around each page with a minimum of 15 mm. and shall include colour stripe guide (gray balance in each page in case of printing work involving colour printing).
- vii. The Text book should be in conformity with the approved dummy.

Book size

- i. For A5 size print area to be 192.5sq.cms and the trimmed book to be exactly 14cm x 21cm.
 - ii. For Crown ¼ Size the print area to be 330 sq. cm and the trimmed size to be (18.5 x 24.5) cm.
- 9.2.3 The applicable expenditure of the inspection and tests shall be borne by the Supplier. The Managing Director, KTBS is empowered to test the quality through an independent third party and take such action as deems fit, if quality of text book falls below the prescribed standards.
- 9.2.4 The work relating to supply of School Books should be executed without any delay as per the implementation schedule mentioned in this document.
- 9.2.5 The Purchaser reserves the right to depute authorised 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.
- 9.2.6 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.

9.2.7 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.

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

9.2.9 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 authorised for this purpose, satisfactorily. The supplier shall ensure timely delivery of quality School Textbooks as per the implementation schedule given in the contract.

9.2.10 The Managing Director, KTBS, shall not pay any higher costs over and above the agreed value of the supply, on account of any revision due to increase in duties, taxes and surcharges during the contact period.

9.3. DELIVERY AND DOCUMENTS (GCC CLAUSE 8.10)

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

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

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.

9.4. PAYMENT (GCC Clause 8.12)

9.4.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing class, title of the book, number of copies of the School Text Books delivered, and by related documents, submitted pursuant to GCC Clause 8.9 & 8.10 and upon fulfillment of other obligations stipulated in the contract including the original delivery Challan copy.

9.4.2 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 30 working days. The invoices/bills shall always be submitted along with the Mill certification regarding the paper.

9.5. SETTLEMENT OF DISPUTES (GCC CLAUSE 8.23)

9.5.1 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.

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

9.5.3 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.

9.6. NOTICES (GCC CLAUSE 8.27)

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, Bangalore - 560 085
Karnataka, India

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

9.7. PROGRESS OF SUPPLY

Supplier shall regularly intimate progress of supply, in writing to the Purchaser on a weekly basis as under

- 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.

9.8. 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.

9.9. SUPPLIER'S OBLIGATIONS

- 9.9.1 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.
- 9.9.2 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.
- 9.9.3 The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 9.9.4 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.

VOLUME 3
CONTRACT FORM

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

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

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, Bangalore - 560 085, Karnataka State, India (hereinafter referred to as “**PURCHASER**”) which expression shall unless repugnant to the context include the successors and assigns), on the one part,

AND

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

WHEREAS,

KTBS, floated a Tender to print and supply school textbooks to students of standard 1-10 of all Government Schools, students 1-8 of all aided schools as sponsored by the SSA and students of standard 9-10 of aided schools and all students of unaided schools in Karnataka and has accepted the Tender submitted by the Supplier for the printing and supply of those School Textbooks for a sum of Rs.____(Rupees_only) (hereinafter called “The Contract Price”).

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total Value: Rs. _____ (Rupees _____ only)

Delivery Schedule:

Performance Bank Guarantee:

Security Deposit:

5. Assigning of Contract Agreement in whole or part

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

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

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of : _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of : _____

VOLUME 4

SCHEDULE OF PLACE OF DELIVERY

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

VOLUME 5

PACKAGEWISE TITLES 2011-12

Sl. No.	Package No.	Class	Text Book Titles	Size	Colour	No. of Pages	Free	Sale /buffer	No. of Copies
1	1	1	NALIKALI_KAN_EVS1	1/4 Crown	4	104	570409	28591	599000
2	40	9	SCIENCE_KAN_PART_II9	1/4 Crown	4	128	329832	384168	714000
3	51	2	TAMIL_KARPAM_MAGALOM2	1/4 Crown	B/W	100	2211	1789	4000
4	51	2	TAMIL_MATHS2	1/4 Crown	B/W	180	2211	1789	4000
5	51	2	TAMIL_PARISARA_ADHYAYANA2	1/4 Crown	B/W	88	2211	1789	4000
6	51	2	TELUGU_VELUGU2	1/4 Crown	B/W	100	977	2023	3000
7	51	2	TELUGU_MATHS2	1/4 Crown	B/W	164	977	2023	3000
8	51	3	KAN_MATHS3	1/4 Crown	4	212	77000	477000	554000
9	51	8	Konkani TL – Kan	1/4 Crown	B/W	76	1000	1000	2000
10	51	9	SCIENCE_MAR_PART_I9	1/4 Crown	4	192	4261	17739	22000
11	51	9	Konkani TL – Deva	1/4 Crown	B/W	84	1000	1000	2000
12	51	9	Konkani TL - Kan	1/4 Crown	B/W	84	1000	1000	2000
13	52	2	TELUGU_PARISARA_ADHYAYANA2	1/4 Crown	B/W	88	977	2023	3000
14	52	3	KAN_PARISA_ADYANA3	1/4 Crown	4	148	77000	477000	554000
15	52	3	TAMIL_PARISARA_ADHYAYANA3	1/4 Crown	B/W	156	2416	2584	5000
16	52	3	TELUGU_VELUGU3	1/4 Crown	B/W	128	1035	965	2000
17	52	3	TELUGU_MATHS3	1/4 Crown	B/W	216	1035	965	2000
18	52	4	TAMIL_MATHS4	1/4 Crown	B/W	292	2540	4460	7000
19	52	4	TELUGU_VELUGU4	1/4 Crown	B/W	128	1046	954	2000
20	52	7	EngFL/KanSL/Tulu(Sem1)	1/4 Crown	4	124	1000	1000	2000
21	52	7	EngFL/KanSL/Tulu(Sem2)	1/4 Crown	4	124	1000	1000	2000
22	52	8	SCIENCE_MAR_PART_I8	1/4 Crown	4	120	15593	4407	20000
23	52	8	Konkani TL - Deva	1/4 Crown	4	76	1000	1000	2000
24	54	1	KAN_PARISARA_ADHYAYANA1	1/4 Crown	4	84	75039	169961	245000
25	54	1	URD_MATHS1	1/4 Crown	4	148	49935	19065	69000

26	54	5	URDU_F_KAN_S_ENG_T_SEM_25	1/4 Crown	4	204	53804	26196	80000
27	54	6	URDU_F_KAN_S_ENG_T_SEM_16	1/4 Crown	4	228	44544	14456	59000
28	54	6	URDU_F_KAN_S_ENG_T_SEM_26	1/4 Crown	4	236	44544	14456	59000
29	54	6	KAN_F_ENG_S_SAN_T_SEM_16	1/4 Crown	B/W	224	367	2633	3000
30	54	7	URDU_F_KAN_S_ENG_T_SEM_27	1/4 Crown	4	290	44300	10700	55000
31	54	7	URDU_MED_CORE_SUB_SEM_27	1/4 Crown	4	380	44036	7964	52000
32	54	8	SCIENCE_URDU_PART_I8	1/4 Crown	4	152	27498	7502	35000
33	54	9	SCIENCE_TAMIL_PART_I19	1/4 Crown	B/W	148	136	1864	2000
34	54	9	MATHS_TAMIL9	1/4 Crown	B/W	328	136	1864	2000
35	54	9	TELUGU_FL9	A5	B/W	180	276	2724	3000
36	54	10	TAMIL_FL_10	A5	B/W	228	379	2621	3000
37	66	5	TELUGU_F_KAN_S_ENG_T_SEM_15	1/4 Crown	B/W	208	1059	941	2000
38	66	5	TELUGU_F_KAN_S_ENG_T_SEM_25	1/4 Crown	B/W	196	1059	941	2000
39	66	5	TELUGU_MED_CORE_SEM_15	1/4 Crown	B/W	288	1030	1970	3000
40	66	6	KanFL/EngSL/Tulu(Sem2)	1/4 Crown	4	124	1000	1000	2000
41	66	6	EngFL/KanSL/Tulu(Sem1)	1/4 Crown	4	124	1000	1000	2000
42	66	6	EngFL/KanSL/Tulu(Sem2)	1/4 Crown	4	124	1000	1000	2000
43	66	8	SCIENCE_ENGLISH_PART_I18	1/4 Crown	4	92	60545	213455	274000
44	72	6	KanFL/EngSL/Kon(Sem2) - Kan	1/4 Crown	B/W	124	1000	1000	2000
45	72	6	KanFL/EngSL/Kon(Sem1) - Dev	1/4 Crown	B/W	124	1000	1000	2000
46	72	7	ENG_F_KAN_S_SAN_T_SEM_17	1/4 Crown	B/W	260	0	5000	5000
47	72	8	SANSKRIT_TL8	A5	B/W	156	3410	2590	6000
48	72	9	SCIENCE_ENGLISH_PART_I19	1/4 Crown	4	124	23305	211695	235000
49	80	2	Nalikaali_URDU_READER2	1/4 Crown	4	126	9000	1000	10000
50	80	2	Nalikaali_URDU_PARISARA_ADHYAYANA2	1/4 Crown	4	80	9000	1000	10000
51	80	3	HINDI_MATHS3	1/4 Crown	B/W	212	852	2148	3000
52	80	4	HINDI_READER4	1/4 Crown	B/W	72	878	2122	3000
53	80	5	TAMIL_F_KAN_S_ENG_T_SEM_15	1/4 Crown	B/W	184	2292	1708	4000
54	80	5	TAMIL_F_KAN_S_ENG_T_SEM_25	1/4 Crown	B/W	168	2673	1327	4000
55	80	8	KAN_S_TL8	A5	B/W	114	71065	134935	206000
56	80	9	SOCIAL_SCIENCE_MAR9	1/4 Crown	B/W	224	4261	17739	22000
57	80	10	SOCIAL_SCIENCE_HINDI_10	1/4 Crown	B/W	272	3286	1714	5000
58	86	5	ENGLISH_CORE_SEMESTER_15	1/4 Crown	4	272	9973	158027	168000
59	86	6	TEL_F_KAN_S_ENG_T_SEM_16	1/4 Crown	B/W	220	862	1138	2000
60	86	6	TEL_F_KAN_S_ENG_T_SEM_26	1/4 Crown	B/W	220	862	1138	2000
61	86	6	TEL_MED_CORE_SUB_SEM_16	1/4 Crown	B/W	304	822	1178	2000
62	86	7	HINDI_F_KAN_S_ENG_T_SEM_27	1/4 Crown	B/W	268	747	1253	2000
63	86	7	HINDI_MED_CORE_SUB_SEM_17	1/4 Crown	B/W	340	747	1253	2000
64	86	7	HINDI_MED_CORE_SUB_SEM_27	1/4 Crown	B/W	340	747	1253	2000
65	86	8	HINDI_FL8	A5	B/W	180	5201	6799	12000
66	86	8	SOCIAL_SCIENCE_HINDI8	1/4 Crown	B/W	224	5201	1799	7000
67	86	8	SCIENCE_HINDI_PART_I8	1/4 Crown	B/W	140	5201	1799	7000
68	86	8	SCIENCE_HINDI_PART_I18	1/4 Crown	B/W	96	5201	1799	7000
69	86	8	MATHS_HINDI8	1/4 Crown	B/W	292	5201	1799	7000

Place :
Date :

Signature of the bidder

TABLE-I
BID FORM

To

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

Sir/Madam,

Having examined the Bidding Documents including Addenda No._____the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print and supply School textbooks to all the Block Educational Offices in State for which necessary Bid security (EMD) amounting to Rs. 6,00,000/- / Rs. 3,00,000/- / Rs. 2,00,000/- / Rs.1,00,000/- at the prescribed rate is enclosed vide D.D. No.

Terms & conditions:-

1. We undertake, if our Bid is accepted, to supply of School Books to all the Block Educational Offices in the State in accordance with the terms and conditions in the Bidding document.
2. If our bid is accepted we will furnish the bank guarantee for the due performance of the Contract, in the form prescribed by the purchaser.
3. We agree to abide by this bid for a period of 180 days after the date fixed for bid opening of Second Envelope under Clause 19 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 _____ 2010

Signature:

_____(in the Capacity of):_____

Duly Authorized to sign bid for and on behalf of

Place : _____

Place :
Date :

APPENDIX A

Format for Letter of Proposal

(On the Letter head of the Bidder)

Date

To,

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

Sir,

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

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

We are enclosing our Proposal in One (1) original plus one (1) copy, with the details as per the requirements of the Tender document, for your evaluation.

We confirm that our Proposal is valid for a period of 180 days from
(Proposal Due Date)

Yours faithfully,

(Signature of the Authorised Signatory of Bidder)

(Name and designation of the Authorised Signatory of Bidder)

APPENDIX B

Format for Power of Attorney for Signing of Proposal

(On stamp paper of appropriate value)

POWER OF ATTORNEY

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

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

For

.....

.....
(Signature)

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

Accepted

.....
(Signature)

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

Place :
Date :

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 favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX C

Details of Bidder

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

APPENDIX D

Format for Anti-Collusion & Eligibility Certificate

(On the Letterhead of the Bidder)

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

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

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

Dated this Day of, 2010.

.....
(Name of the Bidder)

(Signature of the Authorised Person)

(Name and designation of the Authorised Person)

APPENDIX E

Format for Performance Bank Guarantee

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

B.G.No. dated

This Deed of Guarantee executed at by (Name of Bank) having its Head/Registered office at (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour 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, BSK III Stage, Bangalore - 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 2.10** of the Tender Document dated issued 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 Bid Security for the Project.

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) Bangalore 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) Bangalore 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) Bangalore is disputed by the Bidder or not.
- D. This Guarantee shall be irrevocable and remain in full force upto 30th September 2011 or for such extended period as may be mutually agreed between The Karnataka Text book Society(R), Bangalore 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), Bangalore, 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), Bangalore 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 authorised to execute this Guarantee pursuant to the power granted under.....

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

Signed and delivered by..... bank

By the hand of Mr/Mrs.....

Its and authorised official.

Appendix F

(Format for undertaking of being a Printer)

Date

The Managing Director

The Karnataka Text Book Society ®,

Bangalore 560 085

Sir,

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

Yours faithfully,

(Authorised Signatory)

Appendix G-1

FORMAT FOR STATEMENT OF EXPERIENCE

Experience Criteria	
Name of the project	
Name, address and contact details of Client	
Scope of the project	
Name(s) of other members of consortium, in case the said project was executed as a consortium.	
Scope of work of Bidder	
Date of commencement of the project	
Date of completion of the project	
Total billings from the project	

Place :
Date :

The above statement shall be supported by

1. a certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.
2. copy of the joint venture agreement, in case the project was executed as a consortium
3. Certificate from statutory auditor certifying date of successful completion of bidder's scope of work in the project and total billings till such date.

Appendix G 2

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

Date

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

Rs. In lakhs					
Sl No	Particulars	2007-08	2008-09	2009-10	Avg. for 3 yrs
1	Annual Turnover				
2	Net Worth				

Signature and seal of Statutory Auditor

Name

Membership No

Address

Instructions:

For the purpose of this Certification:

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

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

Place :

Date :

Signature of the bidder

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

APPENDIX G-3

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

Date

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

We have also scrutinised the documents made available to us for the said project and certify the following:

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

Signature and seal of Statutory Auditor

Name
Membership No
Address

Appendix H

Format for Infrastructural Capabilities

Signature

(Name and designation of signatory)

APPENDIX J

(Cover 2)

TENDER FORM & PRICE SCHEDULE

PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID/ SECOND COVER

To

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

Sir,

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

**** Separately for different packages in the order of preference ****

Preference 1

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

Title	Book Size	GSM	Colour/Other specifications	Rate per page in Paise in nos and words

Total No of Titles under the package

Preference 2

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

Title	Book Size	GSM	Colour/Other specifications	Rate per page in Paise in nos and words

Total No of Titles under the package

Preference 3

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

Title	Book Size	GSM	Colour/Other specifications	Rate per page in Paise in nos and words

Total No of Titles under the package

Place :
Date :

Signature of Printer
with address and Seal

CONDITIONS:

1. If our bid is accepted, we will have to abide as per the stipulated Terms & Conditions to supply of school books to all the Block Educational Offices in the State.
2. If our bid is accepted we will furnish Performance Bank Guarantee separately for each package as per terms.
3. We agree to abide by this tender for bid validity of 180 days after the date fixed for opening of Second Envelope.

Place :
Date :

Signature of the bidder

4. We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988".
5. We understand that you are not bound to accept a lowest offer that you may receive.

Dated this day of 2010

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 180 days from the date of opening of Tender.

Dated this day of 2010

Signature:

(Name and Address of the Tenderer with Seal)

(In the Capacity of) :

Duly Authorised to sign the Tender for and on behalf of