

**OFFICE OF THE COMMISSIONER FOR
PUBLIC INSTRUCTION,
Nrupathunga Road, Bangalore-01**

**E-PROCUREMENT TENDER NOTIFICATION
FOR PRINTING AND SUPPLY OF SHIKSHANAVARTHE
MONTHLY EDUCATIONAL MAGAZINE
FOR THE YEAR 2016-17**

**TENDER DOCUMENT
(to be used for furnishing bids by the eligible firms)**

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Address for communication:

O/O the Commissioner for Public Instruction, Nrupathunga Road, Bangalore-01

22123260 / 22214352 Fax: 22133472

Website: <http://www.schooleducation.kar.nic.in>

e-mail : cpipro.edu.sgkar@nic.in, jdse.edu.karbng@nic.in

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SECTION -I

INVITATION FOR e-procurement Bid for printing and supply of Shikshanavarthe monthly educational magazine for the year 2016-17

O/o the Commissioner for Public Instruction, Karnataka hereby invites Technical & Commercial bids from officially registered & eligible Printers and Suppliers in Karnataka for Printing and Supply of Shikshanavarthe monthly educational magazines to the destination points as per Section VI.

1.	Tender Reference	No. shi.va.mu.sa.- tender 01/2016-17
2.	Date of commencement of downloading Of Tender documents	From : 29.03.2016
3.	Date & time of Pre Bid Meeting	Dt :12.04.2016 11.30 hrs IST
4.	Last date & Time for submission of Technical & Commercial Bids	Dt :29.04.2016 17.00 hrs IST
5.	Date & Time of opening of first Cover (Technical Bid)	DT:02.05.2016 11.00 hrs IST
6.	Date & Time of opening of Commercial Bid	DT: 12.05.2016 11.00 hrs IST
7.	Bid Security : E.M.D.	Rs1,20,000/- (Rs. One lakh twenty thousand only)
8.	Venue of pre bid meeting & opening of tenders & address for communication	O/o the Commissioner for Public Instruction, Nrupathunga Road, Bangalore-01 22123260 / 22214352 Ext 201 Fax: 22133472 Website: www.schooleducation.kar.nic.in e-mail : cpipro.edu.sgkar@nic.in, jdse.edu.karbng@nic.in

Interested and eligible bidders can submit the application through E-Tendering process.

SECTION-II

INSTRUCTIONS TO BIDDERS

A. Introduction

O/o the Commissioner for Public Instruction- Karnataka proposes to publish and supply Shikshanavarthe monthly educational magazine during the year **2016-17** (April 2016 to March 2017). Technical & Commercial Bids are hereby invited from officially registered & eligible printers in Karnataka for printing and supply of Shikshanavarthe monthly educational magazine as per the particulars given in Section VI .

Approximate value of the required goods in Indian Rs. is Rs.60,00,000/-(Rs. sixty lakhs only)

- 1.1 Minimum eligibility criteria for participation in the bids:-
 - a) Minimum of 3 years experience in printing of books, training modules, educational magazines and other educational materials.
 - b) The Bidder should have Technical capability and facilities for the printing and supplying work in respect of educational magazines, books and other educational materials of State / National standards.
 - c) The bidder should have experience in the printing and supply of educational magazines, books, other educational materials of order of worth of not less than Rs. 48/- lakhs, in any one of the past three years(Capability certificate showing the details for the past three years in production and should be attached).
 - d) The bidder should have an average annual turn-over of Rs.60/- (sixty)lakhs in any one of the year during the last 3 years. Auditors report for the last three years should be attached.
 - e) Declaration by he the bidder stating that the bidder should not have violated any of the major conditions regarding printing and supply and should not have been blacklisted.
- 1.2 Interested and eligible bidders may furnish the Technical and Commercial Bids for printing and supply of shikshanavarthe educational magazine through E-procurement portal only.
- 1.3 All bids must be accompanied by Bid security/EMD as specified in section 1 and submitted through NEFT to e-procurement portal on or before the prescribed date, place and time given in section 1 of this document. Bids submitted without Bid security/EMD will be summarily rejected .
- 1.4 O/o the Commissioner for Public Instruction- Karnataka intends to follow a single stage, electronic process developed and maintained by the Centre for e governance, DPAR (AR), Government of Karnataka, for selection of the Successful Bidder. Bidders would need to submit the following documents through the electronic mode as part of their Proposal:
- 1.5 The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet.
- 1.6 It may be noted that all subsequent notifications, changes and amendments on the document would be posted only on the following website: <http://www.eproc.karnataka.gov.in>.

- 1.7 The bidders will be required to register themselves with the centre for e - governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone at 080-25501216, 25501227
- 1.8 Interested and eligible Bidders may obtain further information or clarification either in person or through phone during office hours from the office of the Commissioner for public instruction, N.T. Road, Bangalore – 560 001 . *Phone: 22123260 / 22214352 ext: 201 fax : 22133472*

Sd/-
Commissioner
Department of Public Instruction

2. Cost of bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the commissioner for public instruction, Bangalore, herein after referred to as “ the Purchaser” will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. Tender Document -

3. Content of bidding documents

The Bidding documents for printing and supply & F.O.B. destination to all the blocks of the state and the O/o the Commissioner for Public Instruction, Nrupathunga Road, Bangalore-01 will contain the following particulars:-

1. Invitation for Bids – Section I
2. Instructions to Bidders– Section II
3. Description and scope of the contract – Section III
4. Terms and Conditions of Contract (General and Special) –Section IV
5. Technical Specifications as per - Section V
6. Particulars of destination for supply as per section VI
7. Bid Form. As per Table I
8. Performance security form. As per Table II
9. Contract form table III
10. Statement of past performance as per Table IV

11. Acceptance of Implementation schedule as per Table V
 12. Undertaking as per Table VI
 13. Details of the Organization as per Table VII
 14. Check list of documents to be submitted in **First Envelope** (Technical Bid) as per Table VIII
 15. Price schedule (Commercial Bid) to be submitted as per Table IX.
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect or incomplete bid document will be at the Bidder's risk and may result in rejection of its Bid.

4. Pre Bid Meeting

- 4.1 The Bidder or his official representative is invited to attend a pre Bid meeting which will take place at Conference Hall, Office of the Commissioner for public instruction, Nrupatunga Road, Bangalore-560001 on **12.04.2016 11.30 hrs IST**
- 4.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage by the Bidder or his representative.
- 4.3 Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in sub Clause 6.1 which may become necessary as a result of the pre bid meeting shall be made by the purchaser exclusively by issuing an Addendum pursuant to Clause 6 and not through the minutes of the pre bid meeting, which shall be posted on the e-portal .
- 4.4 Non attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be notified on the website <http://www.eproc.karnataka.gov.in>
- 5.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

Preparation of Tender

6. Language of Bid

- 6.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language

7. Documents Comprising the Bid

The Bid prepared by the Bidder shall be submitted in ‘**Two stages**’ comprising the following components:

7.1 Technical Proposal shall contain:

- i. Attested copies of documents along with photo copies of all particulars showing that the bidder has the Financial, Technical and Service capability necessary to perform the contract and meet the criteria outlined in the qualification requirements and to fulfill this all Bids submitted shall include the following information.
- ii. Attested photocopies showing the legal status, place of registration and principal place of business of the firm.
- iii. The firm should have an average turnover of Rs.60/-(Sixty) lakhs in printing and supply of educational magazines, books, other educational materials and the printing experience of order of worth 48/-(forty eight lakhs) at least in any one of the years during last 3 years i.e. 2013-14, 2014-15, and 2015-16. Audited financial statement issued by registered Chartered Accountant should be enclosed. If 2015-16 accounts are yet to be audited, the profit and loss A/c audited statements attested by the chartered accountants for the year 2013-14, 2014-15, can be submitted.
- iv. Attested Copies of Sales tax Registration and Sales tax returns filed during the last 3 years i.e. 2013-14, 2014-15, and 2015-16.
- v. Attested copies of acknowledgement of Income tax returns filed in the last 3 Years Viz. 2013-14, 2014-15, and 2015-16.
- vi. Attested photocopies showing that the firm has been registered in State Govt. / Central Govt. / Related Authority.
- vii. Bid form as per Table I.
- viii. Particulars of the Firm as per Table – VII
- ix. Statement of past performance during the last 3 years as per Table IV

- x. Format of Acceptance of Implementation schedule as per Table V.
- xi. Undertaking as per Table VI.
- xii. Checklist of Documents to be submitted in First Envelope as per Table VIII.
- xiii. Sample paper to be used, for printing duly attested by the Bidder.

7.2 Commercial bid shall contain:

The rate quoted for printing & supply of **one book (16 colored pages and 20 black & white pages)** of Shikshanavarthe monthly educational magazine and F.O.B. destination to all the educational blocks of the state and O/o the commissioner for Public Instruction, Bangalore, Bangalore. The rate quoted should include all taxes levied by the State & Central Govt., Packing charges, transportation on F.O.B. destination charges etc.

The rate quoted for printing and supply & F.O.B. destination should be per page and it shall be mentioned clearly in Indian Rupees and shall be indicated both in words & figures.

Black and white per page cost in figures and words.

Multicolour per page cost in figures and words.

Total cost of one magazine in figures and words.

The sample paper that will be used for printing of Shikshanavarthe monthly educational magazines should be submitted to this office before the last day of submission of the tender. The quality of the paper to be clearly mentioned and attested by the Bidder.

7.3 Price Schedule

The Bidder shall complete the price schedule as per table IX furnished in the Bidding Documents, indicating the cost towards printing & supply F.O.B. destination **per page** as per the Technical specifications mentioned in the section V. This office will not pay any extra charges over and above rate quoted by the Bidder.

7.4 Fixed price:

Prices quoted by the Bidder shall be fixed during the bidders performance of the contract and not subject to variation on any account. A bid submitted with **an adjustable price quotation** will be treated as non responsive and rejected

The Bidder must submit all the documents listed under clause 7.1 along with the Bid form, sample material used for manufacture and bid security as per Table 1 in the First Envelope,

in order to qualify for consideration in the opening of the Second Envelope containing the PRICE SCHEDULE as per Table IX.

The Bidder must submit all the documents listed under clause 7.1 along with the Bid form, sample paper used for printing and supply of Shikshanavarthe monthly educational magazine and bid security as per Table I in the Technical bid, in order to qualify for consideration in the opening of the Commercial bid containing the PRICE SCHEDULE as per Table IX.

Any Bid not in accordance with clause 10 and 11 will be rejected.

10. Bid Security (Earnest Money Deposit-EMD)

10.1 Proposals would need to be accompanied by a Bid Security / EMD for an amount equal **to Rs 1,20,000/-(Rs.One lakh twenty thousand only)**

10.2 The Bid Security shall be credited to the account of Centre for e governance in the mode and manner specified by them which may be as follows or any other

- a. through credit card
- b. internet banking
- c. National Electronic Fund Transfer
- d. Remittance over the counter in the selected 10 branches of Axis Bank in Bangalore

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at Axis Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft) and will be maintained in the Govt's central pooling account at Axis Bank until the contract is closed.

b. The entire EMD amount for a particular tender has to be paid in a single transaction

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 submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.

10.4 Any Bid security not secured in accordance with Clause 10 above will be rejected by the Purchaser as non-responsive.

10.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.

10.6 The successful Bidder's Bid security may be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement

10.7 The Bid security will be forfeited:

- (a) If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails,
 - (i) To sign the contract agreement with in the stipulated time
 - or
 - (ii) To furnish performance security.

11. Period of Validity of Bids

11.1 Bids shall remain valid for 12 months after the date of opening of Second Envelope. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

11.2 In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The bid security provided under clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid. The Bid security in respect of the Bidder who has refused to extend the validity of Bids can not be forfeited by the purchaser.

12. Format and Signing of Bid

12.1 The Bidder shall submit all the documents which are up-loaded through e procurement.

12.2 In the price schedule mentioned at Annexure IX the bidder should quote the rates per page for printing / supply and F.O.B. destination.

13. Mode of submission of bids.

13.1 The Bids could be submitted through E-Procurement process.

13.2 Bids sent by any other mode like in person, post, Telex or Fax or E-mail will be rejected.

14. Deadline for Submission of Bids

14.1 Bids must be received by the Purchaser through E-procurement process not later than the time and date specified in the invitation for Bids (section I).

14.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Bids

1. Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, will be rejected.

D. Tender Opening and Evaluation of Tenders

16. Opening of Bids by the purchaser.

The purchaser will open the TECHNICAL BID (FIRST ENVELOPE) of the Bidder, through e-Procurement process on **02.05.2016 11.00 hrs IST**

16.1 The date of opening of commercial bids shall be shown in the portal itself and no individual intimations shall be sent to any of the bidder. Opening of the commercial bids shall be done on-line on the portal itself and the Purchaser shall prepare minutes of the Bid opening and will circulate them to all the bidders via portal .

16.2 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will not be opened.

17. Clarification of Bids

During evaluation of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

18. Preliminary Examination

The purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the supplier does not accept the correction of errors, its bid will be rejected. The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder. If there is a discrepancy between words and figures, the lowest of the two shall prevail.

Prior to the detailed evaluation, pursuant to Clause 23, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Applicable Law and taxes and duties will be deemed to be a material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19. Evaluation and Comparison of Bids

The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to clause 21.3.

20. ACCEPTANCE OR REJECTION OF BIDS:

The Commissioner, Department of Public Instruction, 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 contractor, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.

If any information given by the contractor is found to be false / fictitious, the contractor will be debarred for 3 years from participating in any other tenders of Govt. of Karnataka and will be black listed.

SECTION – III

DESCRIPTION AND SCOPE OF THE CONTRACT

The Bidder, herein after called “the agency” are required to print and supply Shikshanavarthe monthly educational magazine & F.O.B. destination to all the educational blocks of the state and O/O the commissioner for Public Instruction, Bangalore herein after called “the Contract” for which Bids are invited.

The total quantity of Shikshanavarthe monthly educational magazine to be printed and supplied is enclosed in Annexure.

SECTION – IV

TERMS AND CONDITIONS OF CONTRACT

The following are the General Conditions of Contract for printing and supply Shikshanavarthe monthly educational magazine & F.O.B. destination to all the education blocks of the state and to the O/O the Commissioner for Public Instruction, Nrupathunga Road, Bangalore-01, as per the specifications given in the document more so as per the description under section – III above

4.1 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall 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 by reference therein;
- b) “The Contact Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligation;
- c) “the Supply” means the magazine printed and supplied as per the Works Contract entered in to by the Purchaser and the Supplier with respect to the present Tender
- d) “Services” means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services. Such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract;
- e) “GCC” means the General Conditions of Contract contained in this section
- f) “SCC” means the special Conditions of Contract

- h) “The Supplier” means the individual or firm supplying the goods and services under this contract
- i) “The Government” means the Government of Karnataka State.
- j) “The Project Site”, where applicable, means the place or places named in SCC
- k) “Day” means calendar day

2. Application

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

3. Standards

- 3.1 The printed material supplied under this contract shall conform to the standards mentioned in the Technical specifications and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

The Supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, 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.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purpose of performing the Contract.

Any document, other than the contract itself, enumerated in GCC Clause 4.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier performance under the contract if so required by the purchaser.

The supplier shall permit the Government 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 Government, if so required by the Government.

5. Patent Rights

The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- a) The successful Bidder will be required to furnish Performance Security equivalent to 5% of the entire accepted Bid value in respect of cost of manufacturing and supply & F.O.B. destination works, to be submitted in the form of irrevocable bank guarantee within 3 (Three) days from the date of intimation of award of contract, and sign the contract agreement.
- b) If the Successful Bidder fails to furnish the Performance Security in the format specified in Table III within 3 (Three) days or sign the contract agreement, as specified in clause 8, the bid security furnished by such bidder will be forfeited.
- c) The performance security furnished by the successful Bidder in respect of his bid will be returned to him after 6 months from the date of satisfactory performance of the contract.
- d) If the successful Bidder after signing the contract agreement fails to perform any contractual obligation, his Performance Security mentioned above will be forfeited.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specifications at no extra cost to the purchaser. see and the Technical Specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing in a timely manner of the identity of any representatives appointed for these purposes.
- 7.2 The Purchaser shall also obtain Certificate regarding the Quality of the Magazines printed and supplied by him to the destinations at his own cost . The Certificate shall clearly state the Sample Size inspected which shall not be less than 1% of the total consignment and the technical aspects observed on such inspection . The GSM of the paper , Paper type, Mill details are to be clearly certified by the agency. The Certifying agency shall be a Registered certifying agency or the Government Press .
- 7.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the purchaser.
- 7.4 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the Purchaser.
- 7.5 The purchaser's right to inspect, test and, where necessary, reject the printed material after the printed material arrival at Project Site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.
- 7.6 Nothing in GCC Clause 7 shall in any way release the supplier from any warranty or other obligations under this contract.

7.7 Manuals and Drawing

- 7.7.1 Before the goods and equipment are taken over by the purchaser, the supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.7.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.7.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the supplier.
- 7.7.4 The Paper Type, GSM and other vital Quality specifications shall be prominently printed in a box on the Inner Cover page.

8. Packing

- 8.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
- 8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee of 100 books. Each package will be marked on three sides with proper paint / indelible ink the following:
 - (i) Project
 - (ii) Contract No.
 - (iii) Suppliers Name and
 - (iv) Packing List Reference number

9. Delivery and Documents

- 9.1 Delivery of the printed material shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award. The details of shipping and / or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

- 10.1 The printed material supplied under the contract shall be fully insured in Indian

Rupees against loss or damage incidental to manufacture or acquisition, transportation,-storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (final destinations) on "All Risks" basis including War risks and Strikes

11. Transportation

11.1 Where the supplier is required under the contract to transport the goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.

12. Payment

The terms of payment will be as follows:

After the successful implementation of the contract regarding Printing and supply of shikshana Varthe monthly educational magazine on F.O.R. destination to all the education blocks of the state and to the Office of the Commissioner for Public Instruction at Bangalore, as per the description under section – III. As per following details Payment will be made to the Contractor monthly as per SCC clause- 3

- a) The Contractor to whom supply work is allotted should also undertake F.O.R. destination of the same to the Office of the Commissioner for Public Instruction at Bangalore (as per section – III) as per the particulars to be supplied by the Purchaser. Payment will be made to the contractor after the successful printing and supply & F.O.R. destination work.
- b) Payment will be made to the Contractor after ascertaining whether the contract has been executed satisfactorily and towards this the Purchaser should furnish the necessary certificate from the accepting authorities.
- c) Payment shall be made to the extent eligible as per various clauses of the tender for claiming of which the Supplier shall raise a bill in duplicate as per the standard billing norms addressed to the Purchaser enclosing necessary documents in support of the claim like the Delivery Challan in original duly certified by the authorized for the receipt of the consignment, Sample copies of the consignment, certificate of Quality as per specifications by any registered certifying agency or from the Government press obtained at their own cost.

Payment will not made to the contractor unless the work entrusted is executed satisfactorily. Further the purchaser will not make any advance payment or part payment.

13. Prices

13.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

14. Change of Orders

14.1 The purchaser may at any time, by written order given to the supplier' pursuant to GCC Clause 31, make changes within the general scope of the contract in anyone

or more of the following:

- a) Drawings, designs, or specifications, where goods to be furnished under the contract are to be specifically produced for the purchaser;
- b) The method of shipping or packing;
- c) The place of delivery; and / *or*
- d) The services to be provided by the supplier

14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the suppliers performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the purchasers changed order.

15. Contract Amendments

15.1 Subject to GCC Clause 17. no variation in or modification of terms of the contract shall be made except by written amendment signed by the parties.

16. Assignment

16.1 The suppliers shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

17. Subcontracts

17.1 Sub contracts in any form is strictly prohibited.

18. Delays in the Supplier's Performance

18.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the Schedule of Requirements

18.2 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and performance of services, 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 suppliers notice, the purchaser shall evaluate the situation and may, as its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

18.3 Except as provided under GCC Clause 24, 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

19. Liquidated Damages

19.1 Subject to GCC Clause 24, if the supplier fails to deliver any or all of the goods or to perform the services 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, on monthly basis as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 23.

20. Termination for Default

20.1 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 the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21; or
- b) If the supplier fails to perform any other obligation(s) under the contract.
- c) If the supplier, in the judgement 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 Borrower, 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 Borrower of the benefits of free and open competition.

20.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC Clause 23.1, 'the purchaser may procure, upon such terms and in such manner as it deems. Appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clause 21, 22, 23, 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.

21.2 For purposes of this Clause "Force Majeure" means an event beyond the control

of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such event 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.

21.3 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.

22. Termination for Insolvency

22.1 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 purchase

23. Termination for Convenience

23.1 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.

23.2 The goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, 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 goods and for materials and parts previously procured by the supplier

24. Settlement of Disputes

24.1 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.

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as herein after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

24.2.1 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 goods under the contract.

24.2.2 Arbitration proceeding shall be conducted in accordance with the rules of procedure specified in the SCC.

24.3 Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) The purchaser shall pay the supplier any monies due the suppliers

25. Limitation of Liability

25.1 Except in cases 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 production, or loss of profits or interest costs, provided that 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, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

26. Governing Language

26.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the contract shall govern Its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

27. Applicable Language

27.1 The contract shall be interpreted in accordance with the laws of the Union of India

28. Notices

28.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC. .

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

29. Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the purchaser.

30. AGREEMENT:

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper in the prescribed format provided, within three days from the date of acceptance of the Bid and intimation of the award of contract vide 1.a .
- b) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the successful Bidder shall be referred to as "Contractor".
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka, Purchase and recovery of any consequential loss from the contractor.

4.2 SPECIAL CONDITIONS OF CONTRACT

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.

1. Definitions (GCC Clause 1)

- a) The Purchaser is Commissioner for Public Instruction, Nrupathunga Road, Bangalore-01
- b) The Supplier is

2. Delivery and Documents (GCC Clause 9)

Upon Delivery of the goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- i) Four copies of the supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- ii) Railway receipt / acknowledgement of receipt of goods from the consignee(s)
 - i) Four copies of packing list identifying of each package;
 - ii) Manufacturer's / supplier's warranty Certificate
 - iii) Inspection certificate issued by the nominated inspection agency, and the suppliers factory inspection report; and

The above documents shall be received by the purchaser before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

3. Payment (GCC Clause 12)

- i) *On Delivery*: Eighty percent of the contract price shall be paid every month upon printing and supply of the magazine and upon submission of the documents specified in SCC Clause 3 above; during contract period ; and
- ii) *On Final Acceptance*: the remaining twenty percent of the contract price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the purchaser's representative for the respective delivery.

Note:

- (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;
- (ii) The LC will be confirmed at Supplier's cost if requested specifically by the supplier;
- (iii) If LC is required to be extend / reinstated for reasons not attributable to the purchaser, the charges thereof shall to the supplier's account. .

4. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- a) In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes 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 parities; 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.
- b) 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.
- c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

5. Notices (Clause 31)

For the purpose of all notice, the following shall be the address of the purchaser and supplier.

Purchaser:

Commissioner for Public Isntruction, Nrupathunga Road, Bangalore-01

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

6. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with the purchaser's operation.

7. 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.

8. Supplier's Obligations:

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. 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.

The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

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 purchase.

4.3 Additional Points to be noted in the contract relating to printing and supply on F.O.B. destination of Shikshanavarthe monthly educational magazine

- a) The contractor should print and supply Shikshanavarthe monthly educational magazine as per the text and material supplied by the Purchaser. Printing and supply work includes necessary DTP and designing of the book as per requirement of the purchaser. For this work no extra cost shall be provided. First proof as a draft and the final proof before the final printing should be promptly provided for approval to the purchaser or his/her representatives. Final printing shall be taken up mainly after the final grant of approval regarding the DTP, design etc ... of the magazine. No extra time shall be given and should be taken up within the implementation schedule.
- b) The work relating to printing and supply and F.O.B. destination of Shikshanavarthe monthly educational magazine should be executed without any delay as per the implementation schedule mentioned in this document.
- c) The Purchaser reserves the right to depute officers from his office for the supervision and inspection at the time of implementation of the contract. The contractor should submit health report to the concerned officer regarding the implementation of the contract.
- d) The contractor should print and supply the Shikshanavarthe monthly educational magazine using good quality material strictly in accordance with the sample supplied along with Technical Bid.
- e) All the printing and supply of the Shikshanavarthe monthly educational magazine should be kept in bundles of 100

- f) If any printing error comes to the notice of the purchaser after the printing & supply to the O/O the Commissioner for Public Instruction, Nrupathunga Road, Bangalore-01, Bangalore the same will have to be replaced by the Contractor at his own expense.
- g) If the contract is not executed with in the stipulated period as per implementation schedule the Purchaser namely The Commissioner, Public Instruction / Govt. of Karnataka reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the Contractor in this regard.

4.4 IMPLEMENTATION SCHEDULE:

The work relating to printing & F.O.R. destination of printing and supply of the Shikshanavarthe monthly educational magazine should be implemented by the contractor as per the following implementation schedule :-

1. Signing of Contract	Within 3 days after the issue of work order
2. Printing and supply and F.O.B. destination of the Shikshanavarthe monthly educational magazine to all education blocks of the state and to the Office of the commissioner for Public Instruction, Bangalore	During the Period from April 2016 to March 2017, magazine should be printed and supplied within 7 days from the date of approval of the DTP.

4.5 PENALTY AND TERMINATION FOR NON-FULFILLMENT OF CONTRACT:

- a. If the contractor does not execute the work as per the implementation schedule, penalty will be imposed **at the rate of 0.5% of the contract amount for a week's delay or part thereof** during the contract period for every month's magazine.
- b. The contractor entrusted with the work of supply & F.O.B. destination of printing and supply of the Shikshanavarthe monthly educational magazine should execute the work in *good* condition as per the section V clause 4.5. Using the inferior material, error in printing is found before. The contractor will have to replace the rejected items at his own responsibility & expense.
- c. printing and supply of the Shikshanavarthe monthly educational magazine will have to be supplied F.O.B. destination in good condition without causing any damage to the printed items, to the Office of the Commissioner for Public Instruction, Bangalore. (as per section – III)If any defect is found such defective materials will be rejected and the contractor will have to bear the cost of such defective materials. Penalty will also be imposed by the purchaser depending upon the extent of error/ defect noticed. The quantum of penalty will vary from a minimum of 1% and subject to a maximum of 10% of the contract amount. This penalty will be in addition to the liquidated damages as per clause 19 of GCC

4.6 GENERAL POINTS TO BE OBSERVED:

The Bidder should execute undertaking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids.

SECTION V

TECHNICAL SPECIFICATIONS for THE PRINTING AND SUPPLY OF THE SHIKSHANAVAR THE MONTHLY EDUCATIONAL MAGAZINE FOR THE YEAR 2016-17

Approximately 60,000 copies of about 36 pages each per month of Shikshanavar the monthly educational magazine consisting the following Items as per the specifications given below to be printed and supplied F.O.B. destination to all the education blocks of the state and to the O/o the Commissioner for Public instruction.

4.1 The Technical & Other Specifications of the magazines to be printed and supplied

1	Size	20.5 X 27 cms
2	Language	Kannada
3	Periodicity	Monthly
4	No. of pages a. Cover pages b. Inner pages	Approximately 36 16 (4+12) – Multi Colour 20 – Black and White
5	Paper to be used	20 Inner Pages – Maplitho 80 GSM of Grade ‘A’ mark 04 Cover Pages and 12 Inner pages – Indian Art Paper 90 GSM
6	Quantity of printing	Approximately monthly 60,000 copies (per issue)
7	Issues to be printed	Total 12 issues (April 2016 to March 2017)
8	Packing	Bundles of 100 books to be made and sent to all the Block Resource Centers of the state and O/o the commissioner for Public Instruction as per the instructions.
9	Duration / Period of printing	During the Period from April 2016 to March 2017, magazine should be printed and supplied within 7 days from the date of approval of the DTP.

Note :

1. The rate should be mentioned for printing and supply per page of the book.
2. The Purchaser reserves the right either to increase or decrease the number of books to be printed and supplied.
3. The Purchaser reserves the right to withdraw or withhold or cancel the printing and supply order.
4. The Purchaser reserves the right to cancel the tender at any stage of the tender and it will be a discretion of the purchaser to either disclose or withhold the reasons for cancellation.
5. The successful bidder should print and supply the additional quantity of Shikshanavar the monthly educational magazine at the same approved rate within the stipulated time, if found necessary.
6. The rate quoted should include all rates & taxes and transportation costs.

SECTION - VI

THE SHIKSHANAVAR THE MONTHLY EDUCATIONAL MAGAZINE AS PER THE FOLLOWING PARTICULARS HAVE TO BE PRINTED AND SUPPLIED ON F.O.B. DESTINATION TO ALL THE EDUCATIONAL BLOCKS and TO THE OFFICE OF THE COMMISSIONER FOR PUBLIC INSTRUCTION, (as per section – III) AS PER THE FOLLOWING PARTICULARS

NOTE :

1. The Purchaser reserves the right to either increase or decrease the no. of Shikshanavar the monthly educational magazines to be printed or supplied on F.O.B. destination to TO ALL THE EDUCATIONAL BLOCKS and to the COMMISSIONER FOR PUBLIC INSTRUCTION, BANGALORE (as per section – III .)

TABLE-I
Bid form

Ref No:

TO:

Date:

THE Commissioner for Public Instruction

Nrupathunga Road

Bangalore-560001

Sir/Madam,

Having examined the Bidding Documents including Addenda No.s _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to printing and supply the Shikshanavarthe monthly educational magazine & supply them on F.O.B. destination to all the education blocks and the Commissioner for public Instruction, Bangalore (as per section – III .) for which necessary Bid security amounting to Rupees 1,20,000/- (One lakh twenty thousand only) at the prescribed rate is paid to the Centre for e governance.

Conditions :-

1. We undertake, if our Bid is accepted, to print and supply the Shikshanavarthe monthly educational magazine to supply on F.O.B. destination to all the education blocks and to the office of the COMMISSIONER FOR PUBLIC INSTRUCTION , BANGALORE (as per section – III .) in the State in accordance with the terms and conditions in the Bidding document.
2. If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5 % of the Total Contract Price 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 12 months 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 expiration 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 confirm that we comply with the eligibility requirements as per ITT Clause-1 of the Tender document.

Dated this _____ day of _____ 2016

Signature: _____

(in the Capacity of): _____

Duly Authorized to sign bid for and on behalf of

Place:

Address:

TABLE-II

PERFORMANCE SECURITY FORM

(Bank guarantee to be executed on Rs. 100 Stamp paper)

To

The Commissioner for Public Instruction
Nrupathunga Road
Bangalore-560001

Sir

WHEREAS (Name of the Contractor) hereinafter called "the Contractor" has undertaken, in pursuance of Contract No . dated to printing and supply of Shikshanavarthe monthly educational magazine and supply them on F.O.B. destinations to all the education blocks and the O/o the Commissioner for public instruction, Bangalore, (as per section – III .) and related services hereinafter called. " the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee equivalent to 5% of the total amount of the contract by a Nationalized Bank for the sum specified therein as security for compliance with the Contractors performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of the Guarantee in Words and (Figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand for the sum specified therein.

This guarantee is valid until the day of.....

Authorized signatory's Signature and Seal of Guarantors Bank

.....
.....

Date

Address.....

Place

.....

TABLE-III

CONTRACT FORM

(To be typed on Rs. 100/- Stamp Paper)

THIS AGREEMENT made the day of.....2016 Between
(Name of purchase) The Commissioner for public instruction, Bangalore, Karnataka,
Bangalore (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and
..... (Name of the Supplier) of(City and Country
of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz (Brief prescription of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the 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 Condition of Contract; and
 - f. the Purchaser's Notification of Award.
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 provide the goods and services and to remedy defects therein conformity in all respects with the provisions of the Contract.
4. The Purchasers hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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 magazines which shall be printed and supplied / provided by the Supplier are as under:

Sl. No.	Brief Description of magazines	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the 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 ::.....

Witnesses:

1.

2.

TABLE-IV

STATEMENT OF PAST PERFORMANCE
(Proforma for performance statement (for a period of last Three years from
2013-14, 2014-15 and 2016-17 relating to
printing / supply work

Name of the Firm _____

Name of the organization & address to Which Service Was Provided	Contract No. & date of the agreement for said organisation	Description of the contract	Total Value of Contract	Period of contract (Mention the date)	If there is delay, in performance reasons for the same	Has the Work entrusted completed satisfactorily (Attach certificate From an Officer who entrusted the work)
1	2	3	4	5	6	7

Signature and seal of the Bidder /Authorized Representative

Place:

Date:

TABLE - V

IMPLEMENTATION SCHEDULE

To

To

Commissioner

Public Instruction

Nrupathunga Road

Bangalore-560001

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” have furnished the bid for printing / supply of Shikshanavarthe monthly educational magazine on F.O.B. destination to all the education blocks and to the Commissioner for public instruction Bangalore (as per section – III) do here by agree to the implementation schedule of the said project. Failing which the Commissioner, Public Instruction, Nrupathunga Road, Bangalore-560001 will have discretion to either reject or cancel the contract agreement.

Yours faithfully,

Place:

Date:

Signature of Printer/Publisher
Seal:

TABLE-VI
UNDERTAKING

To

To

Commissioner
Public Instruction
Nrupathunga Road
Bangalore-560001

Sir,

We M/s.....(Name of the bidder) here in after
Called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions
and specifications given in the bidding document while performing the contractual
obligations relating to Manufacture/supply & F.O.B. destination of Shikshanavarthe monthly
educational magazine to all the education blocks and to the O/o the Commissioner, Public
Instruction Nrupathunga Road, Bangalore (as per section – III) with in stipulated time.

Yours faithfully,

Place:

Date:

Signature of Printer / Publisher

Seal:

TABLE VII

**PARICULARS OF PRINTERS /PUBLISHERS TO BE SUBMITTED
IN THE TECHNICAL BID**

1	Name of the printer/publisher	
2	Year of starting the organization & registration number (photo copy of registration certificate to be enclosed)	
3	Address of the printer/ publisher (along with phone no.& pin code)	
4	Status of printer/ publisher	Own/ Partnership
5	a) C.S.T./K.S.T.No. b) Permanent PAN No. of Income Tax Dept.(Photocopy of I. T. returns for the last three years to be enclosed)	
6	Audit reports for the last 3 years (Certified copy of Chartered Account' report in P&L account to be enclosed)	
7	Particulars of Sales Tax returns for the last 3 years(photo copy of returns to be enclosed)	
8	Experience of printer/ publisher relating to printing work (supporting certificates to be Enclosed)	
9	Particulars of E.M.D. a) Name of the Bank b) No.& date c) Amount	
10	Particulars of Physical Infrastructure available in the organization relating to print/ supply	
11	Remarks	

Table:VIII

CHECK LIST OF DOCUMENT TO BE SUBMITTED IN THE FIRST ENVELOPE

Sl.No.	Description	Whether the Document is enclosed or not	Page No. From and To
1	Bid form as per Table 1	YES/NO	
2	BID SECURITY as per table IIA	YES/NO	
3	Statement of past performance as per table IV	YES/NO	
4	Format of acceptance of implementation schedule as per Table V	YES/NO	
5	UNDERTAKING as per Table VI	YES/NO	
6	Details of organization as per table VII	YES/NO	
7	Attested copies showing the legal status, places of registration and principal place of business of the firm	YES/NO	
8	Attested copies of documents showing that the firm had an average financial turnover of Rs.60/- lakhs in one of the years during the last 3 years i.e, 2013-14 to 2015-16	YES/NO	
8A	Attested copies documents showing the experience of the printer in printing and supply of educational magazines, books and other materials of worth 48/- (forty eight) lakhs in any one of the year during the last 3 years i.e. 2013-14 to 2015-16	YES/NO	
9	Attested copies of sales tax registration and sales tax returns filled in the last 3 years i.e, years 2013-14 to 2015-16	YES/NO	
10	Attested copies of income tax registration and income tax returns filled in the last 3 years i.e, years 2013-14 to 2015-16	YES/NO	
11	Attested copies of audited financial statements for the last 3 years i.e, years 2013-14 to 2015-16	YES/NO	
12	Sample paper to be used for printing Shikshanavarthe monthly educational magazine. The bidder should attest the same.	YES/NO	
13	The bidder should not have violated any of the major conditions regarding printing/supplying and should not have been black listed.	YES/NO	

PLACE:
DATE:

SIGNATURE OF THE BIDDER

Table-IX
Price Schedule

PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID/SECOND COVER PRICE SCHEDULE FOR PRINTING AND SUPPLY OF SHIKSHANAVARTHE EDUCATIONAL MAGAZINE F.O.B.DESTINATION TO ALL THE EDUCATION BLOCKS AND TO THE O/o the COMMISSIONER FOR PUBLIC INSTRUCTION, BANGALORE (as per section – III)

Rates quoted by the bidder:

- The rate quoted by the bidder per book for Printing and supply of Shikshanavarthe educational magazine(Mention both in figures and words) to F.O.B. destination to all the education blocks and to the O/o commissioner for public Instruction, Bangalore (as per section – III)
- Per page cost: black and white Rs..... (.....)
Per page cost multicolour Rs.....(.....) including both printing and supply
- Total cost of one magazine Rs..(.....) including both printing and supply
- The rates should be mentioned clearly both in words and figures

CONDITIONS

1. If our tender is accepted, we here by undertake to abide as per the stipulated Terms and Conditions, for Printing and supply of Shikshanavarthe educational magazine to F.O.B. destination to all the education blocks and to O/O the Commissioner, Public Instruction Nrupathunga Road, Bangalore (as per section – III)
2. If our tender is accepted we will obtain the Bank Guarantee from a Nationalized Bank for sum of equivalent to 5 percent of the total cost of the contract entrusted to us.
3. We agree to abide by this Tender for bid validity of 12 months after the date fixed for opening of Second Envelope under clause 13.1 of this Tender document and shall remain binding upon us and may be accepted at any time before then expiry of the period.
4. We agree to abide by this tender 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 after Tender validity.

Dated this.day of.2016

Signature

(Name and Address of the Tender with seal)

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