



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

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

2011-12

**Tender for Printing and Sale of PUC Language textbooks in
Kannada , English, Hindi , Urdu , Tamil , Telugu , Marathi , Malayalam , Arabic
and Sanskrit languages for Pre-University Classes 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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E-mail: textbooksociety@gmail.com
No:A7/ Tender/ 03/2010-11

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

Dated: 31/01/2011

PAPER 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 50 Lakhs Karnataka State P.U.C textbooks under sale component for the year 2011-12.

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.

The pre-qualification bid should accompany an E.M.D. for Rs.3.00 lakhs in case of sheetfed, & Rs. 6.00 lakhs in case of weboffset printers by Demand Draft/ Bankers Cheque drawn in favour of Managing Director, Karnataka Text Book Society, payable at Bangalore.

The Tender document can be obtained in person from 02/02/2011 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 for downloaded tender document may be paid at the time of submission of the tender in the manner as specified in the tender document.

The last date for submission of Tender is upto 03.00 PM of 03.03.2011. The bid received after this will be rejected. The pre-qualification bids (Cover 1) will be opened on 03.03.2011 at 4.00 pm,.

Sd/
(S.Deviprasad)
Managing Director,
Karnataka Text Book Society.



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

No:A7/ KTBS/TENDER3/2010-11

Dated: 31st January 2011

TENDER NOTIFICATION

Sealed tenders are invited by the Karnataka Text Book Society (KTBS) under two cover system from eligible sheet-fed offset or web offset printers within the states of Karnataka, Andhra Pradesh, Kerala and Tamil Nadu for printing and distribution of 2011-12 PUC 1st and 2nd year language text books under sales component, as per the terms and conditions contained in the Request for Proposal (RFP) annexed to this notification.

There are in all 44 titles to be printed, mostly in Kannada and English languages and in smaller numbers in Hindi, Telugu, Tamil, Marathi, Urdu, Malayalam, Arabic and Sanskrit languages. The details under RFP are noted below:

Sl No	Part	Particulars
1	Part-1	Introduction and Scope of work
2	Part-2	Eligibility Criteria or Pre-qualification for the bidders
3	Part-3	Technical Specifications for the books to be printed
4	Part-4	Terms and conditions governing the tender process and the contract
5	Part-5	Stipulations relating to submissions of bids, evaluation, acceptance, etc.
6	Part-6	Format for Pre-qualification bid

7	Part-7	Financial bid
8	Annexure-A	The title wise number of copies to be printed & work package

The books are to be printed and made available for sale throughout the state of Karnataka through their own sales network of wholesale and retail book sellers. Details of the sales network consisting of Name, Address and Phone number etc., of the wholesale & retail book sellers are to be enclosed with the pre-qualification bid. The pre-qualification and the financial bids should be submitted in two separate sealed covers in duplicate.

The Pre-qualification bid should be in the format given in Part-6 of the RFP. The following documents should be enclosed in support of the claims:

- (a) Proof of ownership of web/sheet-fed offset printing machines and their location within the states of Karnataka, Andhra Pradesh, Kerala and Tamil Nadu.
- (b) VAT registration certificate.
- (c) PAN registration certificate under the Indian Income Tax Act, 1961.
- (d) Proof of annual turnover for the past 3 financial years.
- (e) Proof to show that the bidder is in printing business in the past 3 years.
- (f) Sample of the papers that the bidder will make use for printing the text pages and the cover pages, along with a sample of laminated cover page.
- (g) Copies of at least three titles printed by the bidder in past one year, having laminated covers and Cream-wove text pages.
- (h) List of clients, for whom the bidder has printed books of at least three titles with not less than one lakh copies each.
- (i) Names, addresses and phone numbers of wholesale and retail book sellers with whom the bidder is having networking for sale of books.
- (j) An affidavit that the bidder has never been blacklisted by any Govt Department / Govt undertaking / any other agency.
- (k) Copy of the title deed or the lease agreement in support of ownership or lease or rent of the facilities, including machinaries.

The pre-qualification bid should accompany an earnest money deposit of Rs.3.00 lakhs in case of sheet fed offset printer and Rs 6.00 lakhs in case of web offset printer, in the form of Demand Draft from Nationalised / Scheduled Bank drawn in favour of the Managing Director , Karnataka Textbook Society® , Bangalore 85

The sealed cover containing the Pre-qualification bid should be superscribed with the words **“Pre-qualification bid for printing and supply of 2011-12 PUC language textbooks”**.

The financial bid should be in the format given in Part-7 and the sealed cover containing the financial bid should be superscribed with words **“Financial bid for printing and supply of 2011-12 PUC language textbooks”**. Maximum preferences that may be indicated by any single bidder is for 03 packages . The sealed covers containing Pre- qualification bid and the Financial bid should be placed in two larger covers, marked as Original and Duplicate, superscribed with the words **“Tender for printing and supply of 2011-12 PUC languages textbooks”**, sealed, addressed and delivered to the Managing Director, Karnataka Text Book Society, No.4, DSERT Building, 100 feet Ring Road, Hosakerehalli, Banashankari-3rd Stage, Bangalore – 560085.

The last date for submission of tender is 3rd March 2011 till 3.00 PM. The bid received after 3.00 PM will be rejected. The Pre-qualification bid will be opened on 3rd March 2011 at 4.00 PM in the presence of bidders or their representatives present at the above given address. However, no separate intimation in this regard will be sent to individual bidders. The financial bid cover of only those bidders, who satisfy Pre-qualification bid upon evaluation, will be opened.

The bid document can be had in person during working hours on any working day, between 10-00 AM and 5-00 PM, on payment of Rs 5,675/- (Rupees five thousand six hundred seventy five only) (non-refundable) in the form of demand draft drawn in favour of “Managing Director, Karnataka Text Book Society”, payable at Bangalore from the office of the Managing Director, Karnataka Textbook Society, No.4 DSERT Building, Hosakerehalli, 100 feet Ring Road, Banashankari-3rd Stage, Bangalore – 560085.

The tender document can also be downloaded from the website <http://www.schooleducation.kar.nic.in>. In this case, tender document fees of Rs. 5,675/- (Rupees

five thousand six hundred seventy five only) (non-refundable) in the form of demand draft drawn in favour of “Managing Director, Karnataka Text Book Society”, payable at Bangalore shall be enclosed along with the bid.

Annexure to KTBS tender notification

No:A7/KTBS/TENDER 3/2010-11 dated 31st December 2011.

REQUEST FOR PROPOSAL

Request for proposal for printing and sale of language textbooks in Kannada, Optional Kannada, English, Hindi, Urdu, Tamil, Telugu, Marathi, Arabic, Malayalam, and Sanskrit languages for PUC 1st and 2nd year classes in the state of Karnataka.

PART-1

Introduction & Scope of the work

About 9 lakh students are studying in PU Colleges of Karnataka. About 44 lakh text books in 10 languages have to be printed and supplied for sales through wholesale and retail book sellers located in Karnataka during the academic year 2011-12. Considering the volume of printing involved, it is highly impossible for a single printer to execute the entire contract single handedly. The entire work of printing and sale of the text books is, therefore, divided into 10 work packages and is intended to be assigned to different printers with adequate machineries and infrastructure. The Board of Pre University Education will furnish the texts, diagrams, pictures and the formats for printing the textbooks to the successful printers in the form of compact disks (CDs) or positives. Materials such as paper, ink etc required for printing the books will have to be procured by the successful bidders. The bidder will also be responsible for reaching the printed text books for sales to the wholesale and retail text book sellers of the various districts of the state. All the students may not buy new text books for study. Some may go for second hand text books. Therefore, while bidding, the bidder shall take this aspect into account.

PART-2

Eligibility Criteria or Pre-qualification for the Bidders

1. The bidder should have the experience of at least 3 years of printing books.
2. The bidder should have, in the past one year printed at least 3 lakh books of one or more titles of not less than 100 pages each. Proof for the same should be furnished.

3. In case of web offset printers, the bidder should have a minimum annual average turnover of Rs.50 lakhs and in case of sheet fed offset printers Rs.25 lakhs during the last 3 financial years i.e. 2007-08, 2008-09 and 2009-10. Turnover of the bidder shall be Certified by a Chartered Accountant. Turnover certificate shall be based on the audited accounts of the bidders or based on the returns filed with the Income tax authorities or the commercial tax authorities.
4. To be eligible to participate in the tender, the bidder should own the following minimum printing machineries and should have the infrastructure facilities:

A. Printing Machines:

The bidder should have a minimum of:

- i) One four-colour sheet fed offset printing machine of not less than 28"x40".
or
- ii) One four-colour sheet fed offset printing machine of not less than 23"x36".
or
- iii) One four-colour web offset printing machine.
or
- iv) One double-colour sheet fed printing machine of not less than 28"x40".
or
- v) One double-colour sheet fed offset printing machine of not less than 23"x36".
or
- vi) One double colour web offset printing machine.
or
- vii) One single-colour sheet fed printing machine of not less than 28x40".
or
- viii) One single colour web offset printing machine.
Or
- ix) Two four colour sheet fed offset printing machine of not less than 19" x 26"
Or
- x) Two two colour sheet fed offset printing machine of not less than 19" x 26"
or
- xi) Two single colour sheet fed offset printing machine of not less than 19" x 26"

B. Other Machinery :

- a) One automatic folding machine of not less than 30`` size and capable of performing four folds.
- b) One cutting machine / automatic cutting machine of not less than 30`` size.
- c) Three side trimmer (cutting machine) - 1 No.
- d) Perfect binding machines (5 or more clamps) - 1 No.
- e) Perfect binding machines (single clamp) - 1 No.

(If three side trimmer (cutting machine) is not available, SI no “b” should be in 2 nos)

C. Minimum space: - 3,000 sq.ft. for sheet-fed offset printing press and 6000 sq ft for web offset printing press.

D. Storage Space: Atleast 100 sq. mtrs. space (covered area) for the safe storage of paper and printed forms.

The bidder should own atleast one number of Printing machines. Additional machinery if needed may be hired or taken on lease. Infrastructure viz, minimum space and storage space can either be owned or hired or leased. Where infrastructure capability / facility are either hired or leased, the period of hire or lease should be double the period for which performance bank guarantee is to be furnished by the successful bidder.

The 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.

5. The bidder blacklisted by any government department or by any other agency shall not be eligible for bidding. Every bidder would be required to submit an affidavit that the bidder has never been blacklisted by any government department / government undertaking / any other agency.

6. The bidder is under obligation to pay all the dues of the workers as per law and pay all legal charges / contributions to statutory authorities.

7. The bidder must have been following the Labour laws. The bidder shall submit a certificate on his letter head duly signed with stamp that he is maintaining labour laws.

PART-3

Technical specifications for the books:

A. Inner Pages:

- 1 Only Cream Wove paper of 70 GSM or more shall be made use of for inner pages of the books.
2. Paper for the textbooks shall be procured from A Grade paper mills.
3. The minimum brightness of the paper shall be 80%.

B. Binding or Cover

1. Art paper of 220 GSM shall be made use for the covers of the books and shall be gloss laminated on the out side with at least 12 micron thickness BOPP.
2. The size of the books and colour print specifications shall be as specified in columns 5, 6 and 7 respectively, of the tables in Annexure A to this RFP.
3. All books having more than 100 pages shall have perfect binding. Books upto and 100 pages shall be bound by centre pinning.

C. Printing quality:

- (a) Printing shall be good having uniform inking of sufficient colour,
- (b) There shall be no aberration of colours, wherever colour printing is done. In other words colour registration shall be flawless.
- (c) The texts shall be strong, legible and readable.
- (d) The printed illustrations shall be clearly well defined.
- (e) the prints shall be free from defects like offsetting, smudging, tilting, misregister, scumming, slur, ragged print etc.,
- (f) 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)

D. Book size:

- (a) For A5 size print area to be 192.5 sq.cms and the trimmed book to be exactly 14cm x 21cm.
- (b) For Crown ¼ size the print area to be 330 sq. cms and the trimmed size to be exactly 18.5 cm x 24.5 cms.

PART-4

Terms and Conditions about selection of least bidders, entrustment of work, procurement of materials, and execution of work.

1. The bidder who has qualified in the pre-qualification bid and who has quoted the least rate for executing a work package in the financial bid is entitled to be assigned with that work, subject to the conditions mentioned in clauses 2 to 6 below.
2. A sheet fed offset printer having one machine is entitled to only one work package. If he has more than one machine, he is entitled for maximum of 2 work packages. A web offset printer having one machine is entitled for maximum of 2 work packages. A printer having more than one web offset printing machine is entitled for maximum of 3 packages.
3. The texts to be printed, the format, pictures and the design of the books to be printed will be provided by the Board of Pre University Education to the successful bidder. The proprietary rights of the text books will be with the KTBS. The KTBS shall be the publisher of the books.
4. The successful bidder shall make payment to KTBS towards Royalty at the rate of 10 paise per book for the number of books as per allotted work packages, before the work order is issued to them.
5. The successful bidder shall be responsible for printing the text books and reaching them in good condition to the wholesale and retail book sellers of the various education districts of the state.
6. In the financial bid, the bidder shall quote the rate per book for printing and supplying of each title in the work package enumerated in Annexure A of the RFP.
7. The price quoted in the bid will be inclusive of profits of the bidder and the wholesale and retail text book sellers.

8. The successful bidder to whom work order is issued to print textbooks of a title is not entitled for any payment from KTBS or Govt of Karnataka.
9. Any loss that the successful bidder may incur because of unsold copies of textbooks shall be borne by the successful bidder. The Govt of Karnataka or the KTBS will not be responsible to make good or to compensate any loss that the bidder may suffer because of execution of the contract or work order.
10. Subject to the terms and conditions of this RFP the successful bidder will get exclusive right conferred upon him by the KTBS on behalf of Govt of Karnataka to print and sell the title described in the work package mentioned in the Annexure A of the RFP, in respect of which work order is issued to him till the end of the Academic year 2011-12. He shall not have the right to print or sell the copies of the titles on or after 31-03-2012.
11. The KTBS reserves the right to reduce the printing order in respect of any work package by 20% before awarding the work or signing the contract or to increase the printing order at any stage of printing by 20 %.
12. The entire work of printing of text books and making available for purchase through the wholesale and retail book sellers through out the state of Karnataka should be completed within 90 days from the date of issue of work order to the successful bidder.
13. The successful bidder shall print the retail price of the book in a prominent place on the cover page of the text book which shall be the L1 bid rate agreed and approved by KTBS.
14. The successful bidder shall be entirely responsible for printing and delivering the textbooks to the concerned book sellers.
15. The successful bidder shall procure the paper of the prescribed kind and quality required for printing the textbooks only from 'A' Grade manufacturers. Proof of the same shall be produced along with the report about procurement and storage of the paper, to the KTBS, before the actual printing commences.
16. Within 15 days of receipt of the work order, the successful bidder shall procure and store at least 1/3 of the paper required for printing all the books entrusted to him, and make available of the same for inspection and quality testing to the KTBS. The KTBS shall convey the result of the quality testing

within three days of making available of the paper. The printing shall commence only after the KTBS communicates to the successful bidder its acceptance of the quality of the paper to be used. The rest of the paper required for printing the text books shall be procured and made available to KTBS within one month from the date of issue of work order.

17. The successful bidder should commence the actual printing within three days of communication by the KTBS acceptance of the quality of the paper procured and stored.
18. Before moving any printed textbook from the place of printing for sales to the book sellers, the successful bidder shall intimate the KTBS so as to facilitate the KTBS to pick samples at random for testing the paper quality, printing quality, ensuring size of the books, colour registration, quality of binding etc. Only upon clearance in writing by the KTBS, the bidder shall move the printed textbooks to its destination.
19. The districts in which the books of different titles should be sold is furnished in Annexure B of RFP.
20. Within 30 days of issue of work order, the successful bidder shall enter into agreement with atleast one wholesale / retail book seller in each of the districts / talukas.
21. The bids should be unconditional and conditional bid will be summarily rejected.
22. The successful bidder shall provide a minimum of 10% profit margin to the wholesale and retail book sellers.

PART-5

Submission of bids, evaluation, acceptance and related stipulations

1. Submission of Bids

- a) Bidders satisfying the pre-qualification and financial conditions specified in this Request For Proposal (RFP) and willing to execute the contract in conformity with the RFP may submit their Pre-qualification and Financial bids in formats as per Part-6 and Part-7 respectively. Both the bids should be placed in separate sealed covers and addressed to The Managing Director KTBS. The sealed over

containing the Pre-qualification bid should superscribed with the words “**Pre-qualification bid for printing and supply of PUC textbooks**”. The sealed cover containing the financial bid should be superscribed with the words “**Financial bid for printing and supply of PUC textbooks**”. Both the covers so addressed should be placed in a larger sealed cover and should be superscribed with the words “**Tender for printing and supply of PUC textbooks**” and addressed to Managing Director, Karnataka Text Book Society, No.4, DSERT Building, 100 feet Ring Road, Hosakerehalli, Banashankari-3rd Stage, Bangalore – 560085.

- b) The bid should be accompanied by Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rs three lakhs only) in case of sheet fed offset printers and Rs. 6,00,000/- (Rs six Lakhs only) in case of web offset printers, by way of a demand draft drawn in favour of Managing Director, KTBS, Bangalore, payable at Bangalore. EMD will be refunded to all the unsuccessful bidders on finalisation of the award of the contract and to the successful bidder on successful completion of the contract obligation.
- c) The sealed covers containing prequalification and financial bids should be delivered to the Managing Director, KTBS, Bangalore, on or before 3rd March 2011 upto 03.00 P.M. The prequalification bids will be opened at 04.00 PM the same day in the office of Managing Director KTBS Bangalore.
- d) Any bid received by the KTBS after the deadline fixed for submission of bids will be rejected. In the event of the last date specified for submission of bid being a public holiday, the bids will be received till 3-00 PM on the next working day. Extension of date and time for submission of bids will be at the discretion of KTBS.

2. Bid Opening Process

The KTBS will follow two-stage bid opening process. They are

- (i) Pre-qualification bid opening and evaluation, and,
- (ii) Financial bid opening and evaluation

- a. The pre-qualification bids will be opened in the presence of available bidders or their authorised representatives who choose to be present at the time, date and venue mentioned above. KTBS will record the tender opening process in a separate register maintained for the purpose and signature of all the available bidders or the authorised representatives of the bidders will be obtained in the register and on the bid documents evidencing their attendance. The evaluation and short-listing of technically

qualified bidders will be carried out within the time frame made known to them at the time of opening of technical bids based on the criteria set out in this RFP.

- b. After evaluation of pre-qualification bids, the time, date and venue of opening of financial bids will be informed to the bidders who have qualified either on the same day of opening of the pre-qualification bid or intimated at a later date individually either by email, fax or by letter. The financial bids of technically short-listed bidders will be opened in their presence or of their authorised representatives who choose to be present at the time, date and venue informed to them. The evaluation of financial bids will be based on the criteria set out in this RFP.

3. Furnishing of information

The bidder should examine all instructions, forms, terms and specifications contained in the RFP. Failure to furnish all information as required in the RFP or to submit a bid not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the bid.

4. Format and Signing of Bids

The original pre-qualification and financial bids should be typed or printed and duly signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the bid should affix their signature on all pages of the bid document.

5. Authentication of Erasures / Overwriting

Any interpolations, erasures or overwriting will be valid only if the person or persons signing the bid document attest the same by affixture of their signature by the side of such alteration, overwriting etc.

6. Amendments to RFP terms and conditions

KTBS reserves the right to issue any amendments to this RFP document at any time prior to but before 5 days from the deadline fixed for submission of bids. Such amendments to RFP will be intimated to all the persons who have been supplied with the RFP document and on the KTBS website for the sake of those who have downloaded the documents from it. From the date of communication of amendments to the RFP

document to the bidders concerned, the amendments shall be deemed to form an integral part of this tender document i.e., RFP.

7. Prices and Taxes

- a) In the financial bid format given in Part -7 of the RFP, the bidder shall quote the price, title wise, per book.
- b) The quoted prices should be inclusive of royalty payable to KTBS, packaging cost, transportation cost, all taxes like sales tax, service tax, VAT, custom duty, excise duty, any other applicable duties and taxes and profit margins of the bidder, wholesale and retail book sellers.
- c) Prices quoted by the bidder should remain fixed during the bidder's performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. Price should not be indicated at any place in the pre-qualification bid document. If it is found that the price is indicated in the technical bid, the entire bid will be summarily rejected. The prices should be quoted in Indian Rupees.

8. Bid validity period

Bids (both pre-qualification as well as financial bid) should be valid for a period of 6 months from the last date fixed for submission of bids. Bids submitted with validity period less than 6 months will be treated as non-responsive and will be rejected.

9. Evaluation of bids and awarding the contract

i. Evaluation of Pre- qualification Bids

For evaluation of the Pre-qualification bids, KTBS will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed:

- (a) Compliance to terms and conditions stipulated in the RFP duly supported by certified documentary evidences called for therein.
- (b) Submission of duly signed compliance statement.
- (c) Review of written reply, if any, submitted by the bidder in response to any clarification sought by KTBS.

ii. Evaluation of Commercial Bids

For the evaluation of the commercial bids, KTBS will take into account the following factors:

- (a) Status of compliance of terms and conditions of RFP.
- (b) Submission of Financial Bid strictly in the format specified in Part-7 of RFP. Any change in the format specified or inclusion /addition of any extraneous conditions / suggestions in the Commercial-bid or attaching any addendum / annexure to the commercial bid may result in rejection of the bid.

10. Determination of L1 Bidder and Awarding of Contract

- (a) On completion of evaluation process of financial bids and based on any other clarification submitted by the bidder in response to KTBS's query, if any, the contract will be awarded to the bidder, who has quoted the lowest price, namely L1 bidder. L1 is determined by total package value. Total package value is calculated by multiplying unit price and quantity, titlewise and cumulating all the titlewise values in the package.
- (b) As there will be no scope for negotiation on the price, the bidders in their own interest should quote the most competitive prices. KTBS reserves the right to reject L1 bid if the same is found unreasonable or is not as per the technical requirement mentioned in this document and in such a case the next lowest bidder namely L2 will be considered. If for any reason, the work order issued to the L1 bidder does not get executed or the L1 bidder backs out, KTBS is at liberty to consider the next lowest bidder namely L2. Consequently, the defaulting L1 bidder will be blacklisted and debarred from participating in any of the future tender processes of KTBS for a period of 2 years from the date of work order, in addition to forfeiture of EMD.

11. Clarifications

During evaluation of the bids (both Pre-qualification and Financial), KTBS may, at its discretion, seek clarification from the bidders on the bids or the bidders themselves may seek clarifications from KTBS on certain issues contained in this RFP. The request for clarification and the response should be in writing or email and the bidders should note that no change in the prices shall be sought, offered, or permitted after submission of the bids.

12. Errors and their rectification

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between figures mentioned in words and figures, the amount mentioned in words shall prevail. If the bidder does not accept correction of the errors, his bid will be rejected.

13. Contacting KTBS

Any effort by a bidder to influence KTBS in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

14. KTBS's Right to accept or reject any or all bids

Notwithstanding anything contained in any of the clauses contained in this RFP, KTBS reserves its right to accept or reject any or all the bids and to annul the whole bidding process at any time prior to awarding of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the reasons for the action by KTBS.

15. Notification of award of contract

The notification of award of contract in the form of a letter by KTBS and acceptance thereof by the bidder within a period of three days from the date of its receipt will constitute the formation of the Contract.

16. Signing of contract agreement

- (a) The successful bidder should enter into an agreement with KTBS within ten working days of the receipt of award of contract incorporating all the terms and conditions contained in this RFP including the amendments and alterations as provided for clause 6 above.
- (b) The successful bidder shall be responsible for and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using best practices and economic principles and exercising all reasonable means to achieve the performance levels specified in the Contract.
- (c) The successful bidder should abide by the job safety, insurance, customs prevalent and the laws in force in India and should indemnify the KTBS against all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful

bidder should agree to pay all indemnities arising from such incidents and should not hold KTBS responsible or obligated.

17. Contract period

The period of contract shall be upto 31-03-2012. KTBS will have the option of terminating the contract during the currency of contract period by giving one month notice.

18. Assignment

The successful bidder shall not assign, in whole or in part, its obligations to perform under this Contract to any other subcontractor or vendor, except with the prior written consent of KTBS.

19. Termination for default

KTBS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part if the bidder fails to perform any of the obligations(s) under the Contract. In the event of KTBS terminating the Contract in whole or in part, it may get the work done, upon such terms and in such manner, as it deems appropriate through some other person and the bidder shall be liable to KTBS for any excess costs or additional costs incurred. However, the bidder shall continue performance of the Contract to the extent not terminated.

20. Termination for insolvency

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

21. Force majeure

The successful bidder shall not be liable for penalty 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. For purposes of this clause, "Force Majeure" means an event beyond the control of the

Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by KTBS in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

22. Insurance

The successful bidder shall fully insure the printed text books to be supplied under the contract against loss or damage incidental to printing or distribution, transportation, storage and delivery.

23. Penalty for delayed execution of work

The bidder should strictly adhere to the implementation schedule, as specified in the Work Order for performance of the obligations arising out of the contract and any delay thereof will enable KTBS to resort to any or both of the following:

- a) The bidder shall be liable to pay to KTBS penalty at the rate of 1% of the bid value of the delayed portion of the work per week or part thereof of such delay for the first four weeks and at the rate of 2% per week thereafter.
- b) Termination of the agreement fully or partly and claim of liquidated damages.

24. Performance Bank Guarantee

- a) The successful bidder should, at its own expense deposit with the KTBS, within 10 working days from the date of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder.
- b) The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

- c) The Performance Bank Guarantee will be for an amount of 5% of the total cost as per clauses of this RFP. All charges whatsoever such as commission etc., with respect to obtaining the Performance Bank Guarantee shall be borne by the bidder.
- d) The performance bank guarantee shall be valid for a period of 60 days from the last day of period of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days after the delivery of all the text books, the PBG will be returned to the service provider.
- e) The Performance Bank Guarantee shall be discharged / returned by KTBS upon being satisfied that there has been due performance of the obligations of the bidder under the contract and submission of No Due Certificate from Dept of Pre University Education. However, no interest shall be payable on the Performance Bank Guarantee.
- f) In the event of the bidder being unable to service the contract for whatever reason, KTBS shall revoke the PBG. KTBS shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- g) KTBS shall also be entitled to make recoveries from the bills of the bidder, PBG or any other payment due, in case of any error/ omission on bidder's part.

25. Resolution of disputes

In case of any disagreement or dispute between KTBS and the bidder, the dispute will be resolved in a manner as outlined hereunder. KTBS and the bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, KTBS and the bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the KTBS, one to be nominated by the bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act, 1996. Upon every or any such reference, the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire

appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. Courts of Bangalore city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

PART-6**Format for the Pre-qualification Bid**

Details of Bidder

1. Name of the Concern
2. Address of the office(s)
3. Date of incorporation and/or commencement of business
4. Brief description of the Concern including details of its main line of business.
5. Particulars of the Authorised Signatory of the Bidder
 - a) Name :
 - b) Designation :
 - c) Concern :
 - d) Address :
 - e) Telephone Number :
 - f) Fax Number :
 - g) Mobile Number :
 - h) E-Mail ID :
6. Particulars of individual (s) who will serve as the point of contact / communication with The Karnataka Textbook Society® :
 - a) Name :
 - b) Designation :
 - c) Company :
 - d) Address :
 - e) Telephone Number:

- f) Fax Number :
- g) Mobile Number :
- h) E-Mail ID :

Following documents should be enclosed with the bid

1. Proof of ownership of web/sheet fed offset printing machines and their location within the states of Karnataka, Andhra Pradesh, Kerala and Tamil Nadu.
2. VAT registration Certificate.
3. PAN registration certificate under the Indian Income Tax Act, 1961.
4. Proof of annual turnover for the past 3 financial years.
5. Proof to show that the bidder is in printing business in the past 5 years.
6. Sample of the papers that the bidder will make use for printing the text pages and the cover pages, along with a sample of laminated cover page.
7. Copies of at least three titles printed by the bidder for other clients in past one year, having laminated covers and Maplitho text pages.
8. List of clients, excluding the KTBS, for whom the bidder has printed books of at least three titles with not less than one lakh copies each.
9. Names, addresses and phone numbers of wholesale and retail book sellers with whom the bidder is having networking for sale of books.

Place :

Signature of Printer

Date :

with address and Seal

PART-7**Format for the financial bid****PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID/ SECOND COVER**

TO:

The Managing Director,
Karnataka Textbook Society ®
No.4, 100Ft 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 book towards printing and supply of PUC books through sales network.

Name of the Printer

Total No of Preferences – maximum of 03 packages

Preference No	Package No	Titles under the Package / Name of the Title	Rate per book in figures	Rate per book in words
		1		
		2		
		3		
		-		
		-		

		1		
		2		
		3		
		-		
		-		
		1		
		2		
		3		
		-		
		-		

Place :

Signature of Printer/Publisher

Date :

with address and Seal

CONDITIONS

1. If our bid is accepted, we hereby undertake to abide as per the stipulated Terms & Conditions to make available of books for sale through out the state of Karnataka through whole sale and retail book sellers.
2. If our bid is accepted we will furnish Bank Guarantee of 5% of the contract value as performance Security
3. We agree to abide by this tender for bid validity of 90 days after the date fixed for opening of Second Envelope.

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

Dated this day of 2011

Signature

(Name and address of the Bidder with seal)

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

Tender Validity:

The Tender is valid for a period of 180 days from the date of opening of Tender.

Dated this day of 2011

Signature

(Name and address of the Bidder with seal)

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

Annexure A to RFP

Work Packages and total number of PUC Language textbooks to be printed & sold for 2011-12 (Bidder can quote for a maximum of 03 packages in the order of preference)

SI No	Package No	Class	Title	Size	Colour (Inner Pages B/W , Cover – Colour)	Pages	Sale Copies	Package Total
1	1	I PUC	General Kannada Course Book	A5	B/W	188	474544	644388
2		I PUC	Optional Kannada Work Book	1/4 CROWN	B/W	68	10038	
3		I PUC	Optional Kannada Course Book	A5	B/W	188	10038	
4		I PUC	Hindi Work Book	1/4 1CROWN	B/W	132	74884	
5		I PUC	Hindi Course Book	A5	B/W	260	74884	
6	2	I PUC	Kannada Work Book	1/4 CROWN	B/W	84	474554	475992
7		I PUC	Tamil Course Book	A5	B/W	268	719	
8		I PUC	Tamil Work Book	1/4 CROWN	B/W	76	719	
9	3	I PUC	English Course Book	1/4 CROWN	B/W	144	534243	561033
10		I PUC	Urdu Work Book	1/4 CROWN	B/W	96	13348	
11		I PUC	Urdu Course Book	A5	B/W	196	13348	
12		I PUC	Malayalam Course Book	A5	B/W	212	47	
13		I PUC	Malayalam Work Book	1/4 CROWN	B/W	68	47	
14	4	I PUC	English Work Book	1/4 CROWN	B/W	220	534243	572114
15	4	I PUC	Marathi Work Book	1/4 CROWN	B/W	106	3141	
16	4	I PUC	Marathi Course Book	A5	B/W	204	3141	
17	4	I PUC	Telugu Course Book	A5	B/W	204	243	
18	4	I PUC	Telugu Work Book	1/4 CROWN	B/W	76	243	
19	4	I PUC	Sanskrit Work Book	1/4 CROWN	B/W	72	15247	
20	4	I PUC	Sanskrit Course Book	A5	B/W	260	15247	
21	4	I PUC	Arabic Work Book	1/4 CROWN	B/W	144	426	
22	4	I PUC	Arabic Course Book	A5	B/W	212	426	

23	5	II PUC	English Course Book	1/4 CROWN	B/W	168	409011	426017	
24	5	II PUC	Optional Kannada Work Book	¼ Crown	B/W	60	7921		
25	5	II PUC	Optional Kannada Course Book	A5	B/W	216	7921		
26	5	II PUC	Tamil Course Book	A5	B/W	260	551		
27	5	II PUC	Tamil Work Book	1/4 CROWN	B/W	276	551		
28	5	II PUC	Malayalam Course Book	A5	B/W	192	31		
29	5	II PUC	Malayalam Work Book	1/4 CROWN	B/W	68	31		
30	6	II PUC	English Work Book	1/4 CROWN	B/W	172	409011		428857
31	6	II PUC	Urdu Work Book	1/4 CROWN	B/W	96	9704		
32	6	II PUC	Urdu Course Book	A5	B/W	196	9704		
33	6	II PUC	Telugu Course Book	A5	B/W	206	219		
34	6	II PUC	Telugu Work Book	1/4 CROWN	B/W	84	219		
35	7	II PUC	Kannada Work Book	1/4 CROWN	B/W	68	354913	388189	
36	7	II PUC	Marathi Work Book	1/4 CROWN	B/W	84	2417		
37	7	II PUC	Marathi Course Book	A5	B/W	196	2417		
38	7	II PUC	Sanskrit Work Book	1/4 CROWN	B/W	52	14221		
39	7	II PUC	Sanskrit Course Book	A5	B/W	204	14221		
40	8	II PUC	General Kannada Course Book	A5	B/W	216	354913	483845	
41	8	II PUC	Hindi Work Book	1/4 CROWN	B/W	100	64219		
42	8	II PUC	Hindi Course Book	A5	B/W	318	64219		
43	8	II PUC	Arabic Course Book	A5	B/W	228	247		
44	8	II PUC	Arabic Work Book	1/4 CROWN	B/W	144	247		
	Total Books							3980435	

Note : The districts for which textbooks have to be supplied is listed below and is subject to the following conditions under A,B,C

	DISTRICT
1	BANGALORE NORTH
2	BANGALORE SOUTH
3	BANGALORE RURAL

4	RAMNAGAR
5	BELGAUM
6	BELLARY
7	BIDAR
8	BIJAPUR
9	BAGALKOT
10	CHAMARAJANAGAR
11	CHICKBALLAPUR
12	CHIKMAGALORE
13	CHITHRADURGA
14	COORG
15	DAKSHINA KANNDA
16	DAVANAGERE
17	DHARWAD
18	GADAG
19	GULBARGA
20	HASSAN
21	HIVERY
22	KOLAR
23	KOPPAL
24	MANDYA
25	MYSORE
26	RAICHUR
27	SHIMOGA
28	TUMKUR
29	UDUPI
30	UTTARA KANNADA
31	YADGIR

A) Following Text books to be supplied to all districts :

- ✓ **Kannada, English & Hindi language textbooks are to be supplied to all the districts of the State.**

B) Following Text books to be supplied to all districts except the below mentioned districts:

- ✓ **Optional Kannada language text books are to be supplied to all the districts except ChamarajaNagar, Kodagu, Udupi and Koppal districts.**
- ✓ **Sanskrit Language text books are to be supplied to all the districts except Kodagu, Bidar, Koppal and Haveri districts.**

- ✓ Urdu Language text books are to be supplied to all the districts except Kodagu, and Udupi districts.

C) Following Text books to be supplied to only the districts mentioned below:

- ✓ Tamil Language text books are to be supplied only to Bangalore North, Bangalore South, Chamarajanagar, Chitradurga, Dakshina Kannada, Chikmagalur, Ballary, Belgaum and Mysore Districts.
- ✓ Malayalam language text books are to be supplied only to Bangalore North, Bangalore South, Dakshina Kannada, Mysore and Chikmagalur districts.
- ✓ Marathi language text books are to be supplied only to Bagalkot, Uttara Kannada, Gulbarga, Bidar and Belgaum and Bijapur districts.
- ✓ Telugu Language text books are to be supplied only to Bangalore North, Bangalore Rural, Bangalore South, Tumkur, Chitradurga, Chikmagalur, Ballary, Koppal, Chikballapura and Kolar Districts.
- ✓ Arabic Language text books are to be supplied only to Bangalore North, Bangalore South, Mysore, Uttara Kannada, Gulbarga, Dakshina Kannada, Bidar, Belgaum and Bijapur Districts.

Sd/

Managing Director

Annexure-B to the RFP of tender notification No..... dated.....

Details of sales network

Sl. No.	Name and address of the whole sale or retail book seller	Telephone, Fax No.

(Note:-The bidder has to furnish the name, address, phone no. etc., of the wholesale and retail book sellers through whom the bidder proposes to sell the books in the state of Karnataka, along with the technical bid)

Signature and Seal of the Bidder

Format for Performance Bank Guarantee
(To be issued by a Nationalised 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), 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 for printing of text books in Karnataka.

B. In terms of Part 5 **Clause** of the Request for Proposal Document dated..... issued in respect of the Project (hereinafter referred to as “RFP Document”) 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:

1. The Guarantor, as primary obligor shall, without demur, pay to The Karnataka Text book Society^(R) Bangalore an amount not exceeding Rs..... (Rupeesonly), 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.
2. 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.
3. 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.
4. This Guarantee shall be irrevocable and remain in full force upto the end of the academic year of 2011-12 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.
5. 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.
6. 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 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.

7. 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 whereof 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.....

Authorised Official