



**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 2019-20**

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>

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SECTION -I

INVITATION FOR e-procurement Bid for printing and supply of Shikshanavarthe monthly educational magazine for the year 2019-20

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 204 educational Block Resource Centers and Office of the commissioner of public instruction.

1.	Tender Reference	No. shi.va.mu.sa.- tender 01/2019-20
2.	Date of commencement of Tender	From : 27-02-2019
3.	Date & time of Pre Bid Meeting	Dt : 08-03-2019 11-45 hrs IST
4.	Last date & Time for submission of Technical & Commercial Bids	Dt : 29-03-2019 17 -00 hrs IST
5.	Date & Time of opening of first Cover (Technical Bid)	DT: 01-04-2019 11.00 hrs IST
6.	Date & Time of opening of Commercial Bid	Will be opened after the evaluatin of technical bid.
7.	Bid Security : E.M.D.	Rs. 1,75,000/- (Rs. One lakh seventy five 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 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 **2019-20** (April 2019 to March 2020) through e-procurement for the year 2019-20. Technical & Commercial Bids are hereby invited from officially registered & eligible printers in Karnataka for print & supply of Shikshanavarthe monthly educational magazine during the year **2019-20** (April 2019 to March 2020) as per the particulars given in Annexure and F.O.B. destinations to all the 204 educational blocks and o/o the commissioner of public instruction.

1. Eligible Bidders:

1.1 Minimum eligibility criteria for participation in the bids:

- Minimum of 3 years experience in printing and supply of books, training modules, educational magazines, Posters and other educational materials.
- 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. The bidder should have experience in the printing and supply of training modules, books, other educational materials.
- The bidder should have the average annual turn-over of Rs.one crore during the last 3 years ie., 2016-17, 2017-18 and 2018-19.
- The bidder should not have violated any of the major conditions regarding printing/supplying and should not have been black listed during previous assignments.
- Interested and eligible bidders may furnish the Technical and Commercial Bids for print & supply of Shikshanavarthe monthly educational magazine during the year **2019-20** (April 2019 to March 2020).

1.2 All bids must be accompanied by Bid security (EMD)as specified in section I and submitted on or before the prescribed date.

1.3 SSA, Bangalore 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 for the Project. Bidders would need to submit the following documents through the electronic mode as part of their Proposal:

1.4 The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet.

1.5 It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <http://www.eproc.karnataka.gov.in>.

1.6 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 080-22485867.

1.1 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](tel:22123260) / [22214352](tel:22214352) ext: 201 fax : [22133472](tel:22133472)*

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 Commissioner of 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 of Shikshanavarthe Monthly education magazine & 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- Section V
6. Description of Schedule of Requirements & list of Educational Blocks to where the Learning outcome posters and teachers handbook have to be delivered- Section VI
7. Bid Form- Format I
8. Performance security form- Format II
9. Contract Form- Format III
10. Statement of past performance-Format IV

11. Acceptance of implementation schedule- Format V
 12. Undertaking- Format VI
 13. Particulars of the printers - Format VII
 14. Check list of documents to be submitted in First Envelope (Technical Bid)
Format-VIII
3. Price schedule should be submitted through e- portal.

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 Bid not substantially responsive to the Bidding Documents in every respect or incomplete bid document will be at the Bidders risk and result in rejection of its Bid.

4. Pre Bid Meeting (Clarification of Tender Document)

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 **08-03-2019 11-45 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

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. 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.

C. Preparation of Tender

6. Language of Bid:

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 Kannada or English language & Bid can be submitted either in Kannada or English.

7. Documents Comprising the Bid:

The Bid prepared by the Bidder shall be submitted in Two Envelopes (Proposal) comprising the following components:

7.1 Technical Proposal Shall contain:

- a. 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. Along with first cover bid security should be submitted without fail:
- b. Attested photocopies showing the legal status, place of registration and principal place of business of the firm.(Partnership deed)
 - Attested photocopies of documents showing that the firm had an required average annual turnover of **Rs. one crore per Year** in printing / publication during the last 3 years i.e. 2016-17, 2017-18 and 2018-19.
- c. Photocopies of Audited financial statement issued by registered Chartered Accountant should be enclosed.
- 8.** Bidder should produce documents related to the work executed for the cost of Rs.26,25,000/-(Twenty six Lakhs twenty five thousand only) in a single work at least in any one of the last 3 years i.e., 2016-17, 2017-18 and 2018-19
 - Attested Copies of Sales tax Registration and Sales tax returns filed during the last 3 years i.e. 2016-17, 2017-18 and 2018-19.
 - Attested copies of acknowledgement of income tax returns filed in the last 3 years Viz. 2016-17, 2017-18 and 2018-19.
 - Attested copies of acknowledgement of GST returns filed in the last 2 years Viz. 2017-18 and 2018-19.
- a. Attested photocopies showing that the firm has been registered in State Govt./ Central Govt. / Related Authority.
- b. Particulars of the firm or its branches having printing unit in Karnataka
- c. Bid form as per Format I.
- d. Particulars of the Firm as per Format VII.
- e. Statement of past performance during the last 3 years as per Format IV. The documents related to each performance mentioned in the Format IV should be uploaded.
- f. Format of Acceptance of implementation schedule as per Format V.
- g. Undertaking as per Format VI.

- h. Checklist of Documents to be submitted in First Envelope as per Format VII.
- i. A declaration by the bidder that the firm has not been blacklisted by any of the Government Department or entities duly attested by notary should be submitted in 100 Rs stamp paper.
- j. All the formats from 'h' to 'm' above should be self attested and uploaded.

7.2 The Second Envelope (Commercial Bid) Proposal :

The bidder should submit the financial bid as per e-portal.

The Sample paper that will be used for printing have to be submitted to this office before 29 .03.2019. The quality of the paper to be clearly mentioned and attested by the bidder.

7.2.1 Price Schedule:

The Bidder shall complete the price schedule in e-portal in the Bidding Documents, indicating the cost towards printing & supply of Shikshanavarthe monthly educational magazine during the year **2019-20** (April 2019 to March 2020). F.O.B. destination to all the 204 educational blocks and o/o the commissioner of public instruction. as per the Technical Specifications mentioned in the section V. This office will not supply paper for printing work. Further this office will not pay any extra charges over and above rate quoted by the Bidder.

7.2.2 The rate quoted for printing & distribution of of Shikshanavarthe monthly educational magazine during the year **2019-20** (April 2019 to March 2020) on F.O.B. destination to all the 204 Block Resource Centres and o/o the commissioner of public instruction in the State should be inclusive of all taxes levied by the State & Central Govt., packing charges, F.O.B. destination charges etc.

7.2.3 The bidder should submit the financial bid as per e-portal. The rate quoted for printing & supply of one book (**24 coloured pages and 16 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. The rate quoted should include all taxes including GST 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 also per book 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.

8 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

- 9. The Bidder must submit all the documents listed under clause 7.1 along with the Bid form in the first envelop. If the bidders do not qualify in technical bid, in no case he is eligible to open financial bid.**

10. Bid Security (Earnest Money Deposit)

10.1 Proposals would need to be accompanied by requisite EMD amount

10.2 The Bid Security shall be credited to the account of Centre for e governance.

- a. through credit card
- b. internet banking
- c. National Electronic Fund Transfer
- d. Remittance over the counter in all branches of Axis Bank; the details of the same can be obtained from the e-procurement portal. 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 Any Interlineations, erasures or overwriting or cancellation shall be valid only if they are initialed by the person or persons signing the Bid.

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

10.8 The Bid securities 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 90 days 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 10 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. Mode of submission of bids.

- 12.1 The Bids must be submitted through E-Procurement process.
- 12.2 Bids sent by any other mode like in person, post, Telex or Fax or E-mail will be rejected.

13. Deadline for Submission of Bids

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. 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

Opening and Evaluation of bids

15. Opening of Bids by the purchaser.

- 15.1 The purchaser will open the technical bid of the Bidders, through e-Procurement process on 01.04.2019, **11.00** hrs IST.
- 15.2 The purchaser will open the financial bid of those bidders who are qualified in the technical evaluation, through the e-procurement process after the evaluation of technical bids.

16. 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.

However, no bidder shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing. Any effort by a bidder to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the bidder's bid.

17. 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 lower of the two shall 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 lower of the two shall prevail. **Rate quoted in the e-portal shall be considered as final.**

Prior to the detailed evaluation, 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 conforms 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.

18. Evaluation and Comparison of Bids:

The Purchaser will evaluate and compare the bids previously determined to be substantially responsive.

19. ACCEPTANCE OR REJECTION OF BIDS:

The Commissioner 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.

The Purchaser will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bidder as per e-portal, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of materials originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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 204 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 & supply of Shikshanavarthe monthly educational magazine during the year **2019-20** (April 2019 to March 2020). F.O.B. destination to all the 204 educational blocks and o/o the commissioner of public instruction as per the specifications given in the document.

The successful Bidder should print and supply the Shikshanavarthe monthly educational magazine during the year **2019-20** (April 2019 to March 2020). F.O.B.

destination to all the 204 educational blocks and O/o the commissioner of public instruction as per particulars provided in Section – VI. No separate amount will be paid for F.O.B. destination and should be included in the rate quoted for printing

4.1 GENERAL CONDITIONS OF CONTRACT (GCC)

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 Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligation;
- c) “The Goods” means all the materials which the supplier is required to supply to the purchaser under the contract;.
- d) “Services” means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, 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
- g) “The Supplier” means the individual or firm supplying the goods and services under this contract
- h) “The Government” means the Government of Karnataka represented by the State Project Office, SSA
- i) “The Project Site”, where applicable, means the place or places named in SCC
- j) “Day” means calendar day (including Sunday and Holidays)

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:

The goods 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 Govt.

1. The Supplier shall not, without the purchasers 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.
2. The Supplier shall not, without the Purchasers prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purpose of performing the Contract.
3. 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.
4. 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 identify 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 printing & F.O.B. destination . The Performance Security in the form of irrevocable bank guarantee or crossed DD and signing of contract agreement should be made within 3 (Three) days from the date of submission of Letter of acceptance by the bidder.
- b) If the Successful Bidder fails to furnish the Performance Security in the format specified in format II within 3 (Three) days or sign the contract agreement, as specified above. the bid security (EMD) 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 3 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 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 identify of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery 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.
- 7.3 .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.
- 7.4 The purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods 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.

8. Quality Testing by third party:

- i. The representative of the Commissioner of public instruction authorized for the purpose, shall carry out the inspection and tests to ascertain the quality of Paper, Art Board, and such other materials used for printing of the learning materials under this contract, in the printing premises of the agency and also at the premises of the printers.
- ii. The representative or agency authorized by the Commissioner of public instruction shall also carry out the inspection of the printed materials to ascertain the quality of printing, binding, cutting and quality of lamination etc., as per the technical specifications.
- iii. The expenditure of the quality check will be as per as the bills claimed by the quality checking authority.
- iv. The charges towards quality check will be borne by the bidder. The amount will be deducted from the last installment to be paid to the bidder.
- v. Commissioner of Public Instruction is also free to test the quality through an independent third party and take such action as deems fit, if quality of paper/art board falls below the prescribed standards.

9. Packing:

9.1 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 handling facilities at all points in transit.

9.2 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.

9.3 Packing Instructions: The Supplier will be required to make separate packages of 100 books for each Consignee. Each package will be marked on three sides with proper paint / indelible ink the following:

- (i) Title
- (ii) Contract No.
- (iii) Suppliers Name and
- (iv) Packing List Reference number

Delivery and Documents:

Delivery of the goods shall be made by the supplier in accordance with the terms Specified by the purchaser in the notification of award. The details of shipping or other documents to be furnished by the supplier are specified in SCC.

10. Insurance (Optional to the supplier):

The goods 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:

Where the supplier is required under the contract to transport the goods to a specified place of destination, defined as Project site, transport to such place of destination 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.B. destination to all the 204 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.B. 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.B. 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:

- 14.1 Prices payable to the supplier as stated in the contract shall be firm during the Performance of the contract.

15. Change Orders:

- 15.1 The purchaser may at any time, by written order given to the supplier' pursuant to GCC Clause 3.1, 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 manufactured for the purchaser;
- b) The method of shipping or packing;

- c) The place of delivery;
 - d) The services to be provided by the supplier
- 15.2 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 change order.

16.Contract Amendments:

No variation in or modification of terms of the contract shall be made except by written amendment signed by the parties.

17.Assignment:

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.

18. Subcontracts:

18.1 There shall be no sub-contracts.

18.2 Subcontracts shall be only for bought out items and sub-assemblies.

19. Delays in the Supplier's Performance:

- 19.1 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
- 19.2 If at any time during performance of the contract, the supplier or its sub-contract(s) 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.
- 19.3 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.

20. Liquidated Damages:

20.1 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, as liquidated damages, as detailed below. If the contractor does not execute the work as per the implementation schedule ie., print and supply, then, penalty will be imposed as follows :

Penalty at the rate of 0.1% of the contract amount for each day of delay. in printing and supply of Shikshanavarthe educational magazine . The penalty will be imposed for a maximum of 10% of the contract value. If the penalty imposed exceeds 10% of the total contract value, the contract shall held cancelled.

If the contractor fails to print and supply the Shikshanavarthe educational magazine in the stipulated time, then Commissioner for Public Instruction reserves the right to cancel the work order issued to the bidder. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 23.

21(A) . Termination for Default:

21.1 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: 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

- a) If the supplier fails to perform any other obligation(s) under the contract.
- b) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this Clause: "Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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.

21.2 In .the event the purchaser terminates the contract in whole or in part, pursuant to GCC Clause 24.1, '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(B). 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 purchaser.

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 hereinafter 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. 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 Laws:

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:

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.200/- non-judicial stamp paper in the prescribed format provided, within seven days from the date of acceptance of the Bid and intimation of the award of contract
- 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(SCC)

The following Special Conditions of contract shall supplement the General 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, Bangalore, Karnataka
- b) The Supplier is.....

2. Delivery and Documents (GCC Clause 10):

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 withy 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)
- iii) Four copies of packing list identifying of each package;
- iv) Manufacturer's / supplier's warranty Certificate
- v) 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 13)

- i) On Delivery: Eighty percent of the contract price shall be paid on receipt of goods and upon submission of the documents specified in GCC Clause 13 above; and
- ii) On Final Acceptance: the remaining twenty percent of the contract price shall be paid to the supplier after
 - The date of the acceptance certificate issued by the purchaser's representative for the respective delivery.
 - Completion of tests to ascertain the quality of paper, Art Board and other materials used for printing and supply of the learning materials
 - Receipt of source files and pdf copies of final printed material from the respective supplier (The supplier should also clearly inform the purchaser about the software used to develop the source file of the material).

Note:

- a) 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 24)

The dispute settlement mechanism to be applied pursuant to GCC Clause 24.2.2 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 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 parities. 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 28):

For the purpose of all notice, the following shall be the address of the purchase and supplier.
Purchaser:

The Purchaser is Commissioner for Public Instruction, 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 of Shikshanavarthe magazine so delivered, if found not in conformity with the specification, the bidder shall replace them. The purchasers have the right to use them till replaced.

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 purchaser.

4.3 Additional Points:

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/her office for the supervision and inspection at the time of implementation of the contract. The contractor should submit the 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, the same will have to be replaced by the Contractor at his own expense.
- g) If the contract is not executed within 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.B. 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. Date of issue of work order	Within 3 days of signing of MoU
3. 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 2019 to March 2020, magazine should be printed and supplied to all the 204 BRC's within 7 days from the date of approval of the DTP.

4.5 PENALTY AND TERMINATION FOR NON-FULFILMENT 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 there of** 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 within 7 days.

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 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

SECTION V

TECHNICAL SPECIFICATIONS for THE PRINTING AND SUPPLY OF THE SHIKSHANAVAR THE MONTHLY EDUCATIONAL MAGAZINE FOR THE YEAR 2019-20

Approximately 69,100 copies of about 40 pages each per month of Shikshanavarthe 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	Final Size	19.5 X 26 cms
2	Language	Kannada
3	Periodicity	Monthly
4	No. of pages a. Cover pages b. Inner pages	Approximately 40 24 (4 cover pages+20 inner pages) – Multi Colour 16 – Black and White
5	Paper to be used	16 Inner Pages – Maplitho 80 GSM of Grade ‘A’ mark 04 Cover Pages and 20 Inner pages(Total -24) Indian Art Paper 90 GSM
6	Quantity of printing	Approximately monthly 69,100 copies (per issue)
7	Issues to be printed	Total 12 issues (April 2019 to March 2020)
8	Packing	Bundles of 100 books to be made and sent to all the Block Resource Centres 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 2019 to March 2020, magazine should be printed and supplied within 7 days from the date of approval of the DTP to all the 204 BRC’s

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 Shikshanavarthe monthly educational magazine at the same approved rate within the stipulated time, if found necessary.
6. The rate quoted should include all rates & taxes including GST and transportation costs.
7. Every month soon after the supply of the magazine, it is the responsibility of the supplier to furnish the acknowledgements from BRC's

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 Addendum No.s _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print 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 1,75,000/- (One lakh seventy five 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 90 days after the date fixed for bid opening of Second Envelope under Clause 19 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the 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 _____ 2019

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. 200 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, 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. 200/- Stamp Paper)

THIS AGREEMENT made the day of.....2019 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
2016-17 , 2017-18 and 2018-19 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)	Date of completion of delivery as per contract	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	8

Signature and seal of the Bidder /Authorised Representative

Place:

Date:

TABLE - V

IMPLEMENTATION SCHEDULE

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, 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
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 with in stipulated time.

Yours faithfully,

Place:

Date:

Signature of Printer / Publisher

Seal:

TABLE VII

**PARTICULARS 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	Particulars of GST returns for the last 2 years(photo copy of returns to be enclosed)	
9	Experience of printer/ publisher relating to printing work (supporting certificates to be Enclosed)	
10	Particulars of E.M.D. a) Name of the Bank b) No.& date c) Amount	
11	Particulars of Physical Infrastructure available in the organization relating to print/ supply	
12	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(EMD) 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.100 lakhs in one of the years during the last 3 years i.e, 2016-17 to 2018-19	YES/NO	
9	Attested copies of sales tax registration and sales tax returns filled in the last 3 years i.e, years 2016-17 to 2018-19	YES/NO	
10	Attested copies of income tax registration and income tax returns filled in the last 3 years i.e, years 2016-17 to 2018-19	YES/NO	
11	Attested copies of GST registration tax returns filed in the last 2 years i.e, years 2017-18 and 2018-19	YES/NO	
12	Attested copies of audited financial statements for the last 3 years i.e, years 2016-17 to 2018-19	YES/NO	
13	Sample paper to be used for printing Shikshanavarthe monthly educational magazine. The bidder should attest the same.	YES/NO	
14	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

ANNEXURE

Sl. No.	District	Block	TOTAL
1	BAGALKOT	BADAMI	395
2	BAGALKOT	BAGALKOT	320
3	BAGALKOT	BILAGI	220
4	BAGALKOT	HUNAGUND	380
5	BAGALKOT	JAMAKHANDI	455
6	BAGALKOT	MUDHOL	355
7	BALLARI	BELLARY EAST	260
8	BALLARI	BELLARY WEST	215
9	BALLARI	HADAGALI	230
10	BALLARI	HAGARIBOMMANAHALLI	215
11	BALLARI	HOSPET	300
12	BALLARI	KUDLIGI	390
13	BALLARI	SANDUR	250
14	BALLARI	SIRUGUPPA	260
15	BELAGAVI	BAILHONGAL	255
16	BELAGAVI	BELGAUM CITY	275
17	BELAGAVI	BELGAUM RURAL.	455
18	BELAGAVI	KHANAPUR	470
19	BELAGAVI	KITTUR	140
20	BELAGAVI	RAMDURG	310
21	BELAGAVI	SOUNDATTI	354
22	BELAGAVI CHIKKODI	ATHANI	470
23	BELAGAVI CHIKKODI	CHIKODI	410
24	BELAGAVI CHIKKODI	GOKAK	250
25	BELAGAVI CHIKKODI	HUKKERI	410
26	BELAGAVI CHIKKODI	KAGWAD	160
27	BELAGAVI CHIKKODI	MUDALGI	365
28	BELAGAVI CHIKKODI	NIPPANI	290
29	BELAGAVI CHIKKODI	RAIBAG	460
30	BENGALURU RURAL	DEVANAHALLI	290

31	BENGALURU RURAL	DODDABALLAPURA	445
32	BENGALURU RURAL	HOSAKOTE	345
33	BENGALURU RURAL	NELAMANGALA	370
34	BENGALURU U NORTH	NORTH1	295
35	BENGALURU U NORTH	NORTH2	140
36	BENGALURU U NORTH	NORTH3	186
37	BENGALURU U NORTH	NORTH4	350
38	BENGALURU U SOUTH	ANEKAL	360
39	BENGALURU U SOUTH	SOUTH1	390
40	BENGALURU U SOUTH	SOUTH2	220
41	BENGALURU U SOUTH	SOUTH3	260
42	BENGALURU U SOUTH	SOUTH4	290
43	BIDAR	AURAD	435
44	BIDAR	BASAVAKALYAN	380
45	BIDAR	BHALKI	400
46	BIDAR	BIDAR	540
47	BIDAR	HUMNABAD	370
48	CHAMARAJANAGARA	CHAMARAJA NAGAR	405
49	CHAMARAJANAGARA	GUNDULPET	275
50	CHAMARAJANAGARA	HANUR	245
51	CHAMARAJANAGARA	KOLLEGAL	170
52	CHAMARAJANAGARA	YELANDUR	100
53	CHIKKABALLAPURA	BAGEPALLY	350
54	CHIKKABALLAPURA	CHIKKABALLAPURA	335
55	CHIKKABALLAPURA	CHINTAMANI	460
56	CHIKKABALLAPURA	GOWRIBIDANUR	395
57	CHIKKABALLAPURA	GUDIBANDA	135
58	CHIKKABALLAPURA	SIDLAGHATTA	340
59	CHIKKAMANGALURU	BIRURU	265
60	CHIKKAMANGALURU	CHIKMAGALUR	485
61	CHIKKAMANGALURU	KADUR	347
62	CHIKKAMANGALURU	KOPPA	170

63	CHIKKAMANGALURU	MOODIGERE	250
64	CHIKKAMANGALURU	NARASIMHARAJAPURA	135
65	CHIKKAMANGALURU	SRINGERI	90
66	CHIKKAMANGALURU	TARIKERE	340
67	CHITRADURGA	CHALLAKERE	530
68	CHITRADURGA	CHITRADURGA	510
69	CHITRADURGA	HIRIYUR	444
70	CHITRADURGA	HOLALKERE	325
71	CHITRADURGA	HOSADURGA	430
72	CHITRADURGA	MOLAKALMUR	210
73	DAKSHINA KANNADA	BANTWAL	388
74	DAKSHINA KANNADA	BELTHANGADY	310
75	DAKSHINA KANNADA	MANGALURU NORTH	255
76	DAKSHINA KANNADA	MANGALURU SOUTH	250
77	DAKSHINA KANNADA	MOODABIDRE	160
78	DAKSHINA KANNADA	PUTTUR	310
79	DAKSHINA KANNADA	SULLIA	219
80	DAVANAGERE	CHANNAGIRI	455
81	DAVANAGERE	DAVANAGERE(N)	290
82	DAVANAGERE	DAVANAGERE(S)	295
83	DAVANAGERE	HARAPANAHALLI	395
84	DAVANAGERE	HARIHARA	245
85	DAVANAGERE	HONNALI	340
86	DAVANAGERE	JAGALUR	275
87	DHARWAD	DHARWAD	305
88	DHARWAD	DHARWAD CITY	170
89	DHARWAD	HDMC	205
90	DHARWAD	HUBLI	195
91	DHARWAD	KALGHATAGI	207
92	DHARWAD	KUNDAGOL	175
93	DHARWAD	NAVALGUND	190
94	GADAG	GADAG CITY	135
95	GADAG	GADAG RURAL	200

96	GADAG	MUNDARAGI	175
97	GADAG	NARAGUND	110
98	GADAG	RON	300
99	GADAG	SHIRHATTI	230
100	HASSAN	ALUR	215
101	HASSAN	ARAKALAGUDU	410
102	HASSAN	ARASIKERE	552
103	HASSAN	BELUR	390
104	HASSAN	CHANNARAYAPATNA	510
105	HASSAN	HOLENARASIPURA	375
106	HASSAN	SAKALESHAPURA	245
107	HASSAN	HASSAN	546
108	HAVERI	BYADAGI	180
109	HAVERI	HANAGAL	350
110	HAVERI	HAVERI	295
111	HAVERI	HIREKERUR	330
112	HAVERI	RANNEBENNUR	340
113	HAVERI	SAVANUR	180
114	HAVERI	SHIGGOAN	246
115	KALBURGI	AFZALPUR	270
116	KALBURGI	ALAND	420
117	KALBURGI	CHINCHOLI	390
118	KALBURGI	CHITTAPUR	440
119	KALBURGI	GULBARGA NORTH	425
120	KALBURGI	GULBARGA SOUTH	310
121	KALBURGI	JEWARGI	365
122	KALBURGI	SEDAM	316
123	KODAGU	MADIKERI	215
124	KODAGU	SOMAVARPET	251
125	KODAGU	VIRAJPET	215
126	KOLAR	BANGARAPETE	400
127	KOLAR	K G F	190
128	KOLAR	KOLAR	520

129	KOLAR	MALUR	405
130	KOLAR	MULBAGAL	500
131	KOLAR	SRINIVASAPUR	384
132	KOPPAL	GANGAVATHI	450
133	KOPPAL	KOPPAL	365
134	KOPPAL	KUSTAGI	330
135	KOPPAL	YELBURGA	310
136	MANDYA	KRISHNARAJA PET	431
137	MANDYA	MADDUR	360
138	MANDYA	MALAVALLY	360
139	MANDYA	MANDYA NORTH	260
140	MANDYA	MANDYA SOUTH	210
141	MANDYA	NAGAMANGALA	390
142	MANDYA	PANDAVAPURA	260
143	MANDYA	SRIRANGA PATNA	180
144	MYSURU	H.D.KOTE	420
145	MYSURU	HUNSUR	400
146	MYSURU	K.R.NAGARA	350
147	MYSURU	MYSORE NORTH	215
148	MYSURU	MYSORE RURAL	320
149	MYSURU	MYSORE SOUTH	130
150	MYSURU	NANJANAGUD	400
151	MYSURU	PERIYA PATNA	377
152	MYSURU	T.N.PURA	340
153	RAICHUR	DEVADURGA	420
154	RAICHUR	LINGASUGUR	450
155	RAICHUR	MANVI	385
156	RAICHUR	RAICHUR	420
157	RAICHUR	SINDHANUR	435
158	RAMANAGARA	CHANNAPATNA	330
159	RAMANAGARA	KANAKAPURA	560
160	RAMANAGARA	MAGADI	480
161	RAMANAGARA	RAMANAGARA	380

162	SHIVAMOGGA	BHADRAVATI	425
163	SHIVAMOGGA	HOSANAGAR	300
164	SHIVAMOGGA	SAGAR	425
165	SHIVAMOGGA	SHIKARIPUR	365
166	SHIVAMOGGA	SHIMOGA	525
167	SHIVAMOGGA	SORAB	420
168	SHIVAMOGGA	THIRTHAHALLI	315
169	TUMAKURU	CHIKNAYAKANHALLI	430
170	TUMAKURU	GUBBI	525
171	TUMAKURU	KUNIGAL	485
172	TUMAKURU	TIPTUR	370
173	TUMAKURU	TUMKUR	690
174	TUMAKURU	TURUVEKERE	368
175	MADHUGIRI	KORATAGERE	350
176	MADHUGIRI	MADHUGIRI	500
177	MADHUGIRI	PAVAGADA	341
178	MADHUGIRI	SIRA	565
179	UDUPI	BRAHAMAVARA	260
180	UDUPI	BYNDOOR	270
181	UDUPI	KARKALA	275
182	UDUPI	KUNDAPURA	235
183	UDUPI	UDUPI	225
184	UTTARA KANNADA	ANKOLA	225
185	UTTARA KANNADA	BHATKAL	235
186	UTTARA KANNADA	HONNAVAR	355
187	UTTARA KANNADA	KARWAR	245
188	UTTARA KANNADA	KUMTA	290
189	SIRSI	HALIYAL	240
190	SIRSI	JOIDA	205
191	SIRSI	MUNDAGOD	190
192	SIRSI	SIDDAPUR	290
193	SIRSI	SIRSI	405
194	SIRSI	YELLAPUR	230

195	VIJAYAPURA	BASAVAN BAGEWADI	450
196	VIJAYAPURA	BIJAPUR RURAL	575
197	VIJAYAPURA	BIJAPUR CITY	255
198	VIJAYAPURA	CHADACHAN	275
199	VIJAYAPURA	INDI	390
200	VIJAYAPURA	MUDEDEBIHAL	365
201	VIJAYAPURA	SINDAGI	505
202	YADAGIRI	SHAHAPUR	410
203	YADAGIRI	SHORAPUR	490
204	YADAGIRI	YADGIR	445
205	To CPI office, Bangalore		1558
		TOTAL	69100