



GOVERNMENT OF KARNATAKA

KARNATAKA TEXT BOOK SOCIETY
BANGALORE

PUC TEXT BOOKS
TENDER DOCUMENT

2010-11

Printing and Sale of Language textbooks in Kannada, English, Sanskrit, Hindi, Urdu, Tamil, Telugu, Marathi, Malayalam, and Arabic language for First and Second Pre University Classes in PU colleges located within the State of Karnataka.

KARNATAKA TEXT BOOK SOCIETY
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DISCLAIMER

The information contained in this tender document or subsequently provided to bidder(s) whether verbally or in documentary form by or on behalf of the Karnataka Text Book Society (KTBS), is provided to the bidder(s) on terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the bidder(s) with information to assist the formulation of their proposals. This tender document does not purport to contain all the information that each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for KTBS to consider the investment objectives, financial situations and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own visit and analysis and should check the accuracy, reliability and completeness of the information contained in this tender document and wherever necessary, obtain independent advice from appropriate sources. KTBS makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

KTBS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained in this tender document.

List of abbreviations used in the RFP

1	DDPI	Deputy Director of Public Instruction
2	DSERT	Department of State Educational Research and Training
3	DTP	Desk Top Publishing
4	EMD	Earnest Money Deposit
5	GSM	Gram per Square Meter
6	KTBS	Karnataka Text Book Society
7	PAN	Permanent Account Number
8	PBG	Performance Bank Guarantee
9	RFP	Request For Proposal
10	VAT	Value Added Tax
11	WP	Work Package



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

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No:A7/ 02/2009-10

Dated: 13, November, 2009

TENDER NOTIFICATION

Sealed tenders are invited under two cover system from the printers having their own sheet fed offset or web offset printing press within the state of Karnataka, for printing of language textbooks of 1st and 2nd Pre University Classes for the year 2010-11 and supplying by way of sale to the wholesale and the retail booksellers as per the terms and conditions of the Request for Proposal (RFP) annexed to this notification.

There are in all 44 titles to be printed, in Kannada, English, Sanskrit, Hindi, Telugu, Tamil, Marathi, Malayalam, Arabic and Urdu languages. The eligibility criteria or pre-qualification for the bidders is given in Part-2 of the RFP. The technical specifications for the books to be printed are prescribed in Part-3 of the RFP. The terms and conditions governing the tender process and the contract are given in Part-4 of the RFP. Stipulations relating to submissions of bids, evaluation, acceptance etc are given in Part-5 of the RFP. The title-wise number of copies to be printed and work packages are furnished in Annexure-A to the RFP. The pre-qualification and the financial bids should be submitted in two separate sealed covers.

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 state of Karnataka.
- (b) VAT registration certificates.
- (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 5 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 for other clients in past one year, having laminated covers and Cream wove or Maplitho text pages.
- (h) 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.
- (i) Copy of the title deed or the lease agreement in support of ownership and lease or rent of infrastructure facility i.e., building in which the press is housed and storage

space.

- (j) An affidavit that the bidder has never been blacklisted by any government department / government undertaking / any other agency.

The pre-qualification bid should accompany an earnest money deposit of Rs.3 lakhs(Three lakhs only) in case of sheet fed offset printer or web offset printer in respect of work packages WP-1 to WP-9 and Rs 50,000 in respect of work package no: WP-10, in the form of Demand Draft / Banker's Cheque drawn in favour of "Managing Director, Karnataka Textbook Society". The sealed cover containing the Pre-qualification bid should be superscribed with the words " Pre-qualification bid for printing and supply of PUC 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 PUC Textbooks". The sealed covers containing Pre- qualification bid and the Financial bid should be placed in a larger cover, superscribed with the words " Tender for printing and supply of PUC 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 4.12.2009 before 3.00 PM. The bid received after 3.00 PM on 4.12.2009 will be rejected. The Pre-qualification bid will be opened on 4.12.2009 at 4.00 PM in the presence of bidders 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 at the above given address in the presence of the available bidders on a date that will be communicated on the day of opening of the pre-qualification bids.

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 200/- (non-refundable) from the office of the Managing Director, Karnataka Textbook Society, No.4 DSERT Building, Hosakerehalli, 100 feet Ring Road, Banashankari-3rd Stage, Bangalore– 560085 or can be downloaded free of cost from the website:

[http:// www.schooleducation.kar.nic.in](http://www.schooleducation.kar.nic.in) or
<http:// www.dsert.kar.nic.in>

Managing Director
Karnataka Text Book Society

**Annexure to KTBS tender notification No:A7/02/2009-10/ KTBS
Dated 13.11.2009**

REQUEST FOR PROPOSAL

For printing of Pre University Class language textbooks in Kannada, English, Hindi, Urdu, Tamil, Telugu, Arabic, Malayalam, Marathi and Sanskrit languages and supplying of the same to the wholesale and the retail booksellers.

Part-1

Introduction:

The Government of Karnataka has constituted the Karnataka Text Book Society (herein after referred to as the KTBS) under the Education Department to provide text books to students of primary, secondary and 1st and 2nd PUC classes in the state. The Government has, therefore, authorised the KTBS to call for tenders for printing of language text books for the students of all the Pre University Colleges in the state for the academic year 2010-11.

Scope of the work:

About 9 lakh 1st and 2nd year students are studying in the Pre University Colleges of Karnataka. About 42 lakh language text books have to be printed for sale during the academic year 2010-11. A look at the size of the exercise is sufficient to show that it is well nigh impossible for a single printer to execute the entire contract single handedly. The entire work of printing and supplying the text books is, therefore, divided into 10 work packages and is intended to be assigned to different printers with adequate machinery and infrastructure. The KTBS will furnish the texts, diagrams, pictures and the formats for printing the textbooks to the successful printers in the form of 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 sale to the whole sale and retail text book sellers of the various districts of the state. All the students may not buy new language text books for study. Some may go for second hand text books. So, while bidding the bidder should carefully 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 5 years of printing books. 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. 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. 2006-07, 2007-08 and 2008-09.
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.
2. 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
- iii) One double-colour sheet fed printing machine of not less than 28"x40".
or
- iv) One double-colour sheet fed offset printing machine of not less than 23"x36".
or
- iv) One double colour web offset printing machine.
or
- v) One single-colour sheet fed printing machine of not less than 28x40".
or
- iv) One single colour web offset printing machine.

B. Binding machine and equipment:

- a) Automatic folding machines of not less than 30`` size and capable of performing four folds. - 2 Nos.
- b) Two cutting machines of not less than 30`` size.
- c) Three side trimmer (cutting machine) - 1 No.
- d) Automatic cutting machines - 3 Nos.
- e) Automatic Perfect binding machines in case of web printer (5-clamps & single clamp) - 2 Nos.
- f) Perfect binding machine in case of sheet fed offset machine. -2 Nos.

C. Minimum space:

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

- a) Storage Space: Atleast 100 sq. mtrs. space (covered area) for the safe storage of paper and printed forms.
 - b) The infrastructure capability can either be owned or hired or leased.
 - c) Where the infrastructure capability/facilities are either hired or leased , the period of hire or lease should be double the period for which performance guarantee is to be furnished by the successful bidder.
3. 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.
 4. 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.
 5. 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.
2. The minimum brightness of the paper shall be 80 %

B. Binding or Cover

2. 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.
3. The size of the books, colour specifications and number of pages shall be as specified in columns 5, 6 and 7 respectively of the tables in Annexure A to this RFP.
4. All books shall have perfect binding. No book 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.,

The text must have balanced margin around each page with a minimum of 15 mm.

D. Book size:

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

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.
2. Printers having at least one sheet fed offset printing machine or Web off-set printing machine described in Section A of Part-2 of this RFP and located within the state of Karnataka and who satisfy the other conditions in this RFP are eligible to bid for any or all the packages (WP-1 to WP-10), in annexure A to the RFP.
3. A sheet fed offset printer is eligible to have only one work package from WP-1 to WP-10. and a web offset printer is eligible to get not more than two work packages.
4. If, a sheet fed offset printer in his bid quotes the least rates (L1) in the financial bids of more than one work package or a web offset printer quotes least rates for more than two work packages , then within the next 48 hours of opening of the financial bids, the bidder in case of sheet offset printer will have the option to select one among them and web offset printer

will have the option to select two among them. In case the bidder fails to convey his choice within the stipulated time, then the KTBS may decide about the work packages to be assigned.

5. When a bidder, who has quoted the least rates for more than one work package, is selected to execute one or more work packages among them as per his option or otherwise and gets excluded from the rest, the bidder who has quoted the next lowest rate (L2) will get the right to carry out the work from which L1 is excluded, but at the rate quoted by L1 and if L2 were to refuse the offer, then L3 will get the right to carry out the work from which L1 is excluded, but at the rate quoted by the L1. However, in such an event, if L2 and L3 both were to refuse to carry out the work at the rates quoted by L1, then the L1 bidder will be entitled to get that as an additional work at the L1 rates quoted by him, provided L1 bidder has more than one sheet fed or web offset printing machine of the prescribed specification as in part-2 of this RFP.
6. The texts to be printed, the format, pictures and the design of the books to be printed will be provided by the KTBS to the successful bidders. The proprietary rights of the text books will be with the KTBS. The KTBS shall be the publisher of the books.
7. The successful bidders shall make payment to the KTBS towards the royalty to be paid to the authors, before the work order is issued to them. Amounts to be paid to the KTBS by the successful bidders towards royalty, package-wise are as follows:
 - 1) Work Package No1 – Rs 1,00,000
 - 2) Work Package No 8 – Rs 1,00,000
 - 3) Work Package No9 – Rs 10,000
 - 4) Work Package No 10 – Rs 45,000
 - 5) Work Package No10 – Rs 5,000
8. The successful bidder shall be responsible for printing the text books and supplying them in good condition to the wholesale or retail text book sellers of the state.
9. Price quoted in the bid will be inclusive of profits of the bidder and the wholesale and retail text book sellers.
10. The successful bidder to whom work order is issued to print text books of a title is not entitled for any payment from the KTBS or the Government of Karnataka.
11. Any loss that the successful bidder may incur because of unsold copies of text book shall be borne by the successful bidder. The Government of Karnataka or the KTBS will not be responsible to make good or to compensate for any loss that the bidder may suffer because of execution of the contract or work order.
12. Subject to the terms and conditions of this RFP the successful bidder will get the exclusive right conferred upon him by the KTBS on behalf of the Government of Karnataka to print and sell the title described in the work package mentioned in the Annexure –A to this RFP, in respect of which work order is issued to him till the end of the academic year 2010-11. He shall not have the right to print or sell the copies of the titles on or after 31-03-2011.
13. If a bidder who is a sheet offset printer, comes out as a successful LI bidder and gets a work order in the tender notification no: A7/01/2009-10 dated 09-10-2009 issued by KTBS for printing textbooks of 1st to 10th standards then the printer will be excluded from getting any work order in this tender.

14. In the financial bid in format given in Part-7, the bidder shall quote the price per book for printing and distribution for sale of each title in the work package enumerated in Annexure-A to this RFP.
15. 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 %.
16. The successful bidder shall print the retail price of the book which shall be the L1 bid rate agreed and approved by the KTBS in a prominent place on the cover page of the text book.
17. The entire work of printing should be completed within 90 days from the date of issue of work order to the successful bidder. The successful bidder shall honour all the supply orders placed with him by the wholesale and the retail dealers who would have entered into agreement with the bidder or otherwise and who make payment upfront at the rate agreed by the KTBS. The text books shall be supplied to the text book sellers within a weeks time from the receipt of the supply order and payment .
18. The successful bidder shall be entirely responsible for printing and supplying the textbooks safely to the text book sellers of the state.
19. 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.
20. 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.
21. The successful bidder should commence the actual printing within three days of communication of acceptance of the quality of the paper procured and stored, by the KTBS.
22. Before moving any printed textbook from the place of printing for delivery to the whole sale and retail text book dealers of the various districts of the state, 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.
23. The districts and the taluks in which the books of different titles should be sold is furnished in Annexure –B to the RFP.
24. Within 30 days of issue of work order the successful bidder shall enter into agreements with at least one retail bookseller in each of the taluks mentioned in column 6 of Annexure –B for sale of the books printed by the bidder.
25. Along with the work order, the KTBS will supply the list of retail book sellers in all the taluks of the state and their telephone numbers for the benefit of the successful bidder.
26. The bids should be unconditional and conditional bids will be summarily rejected.

27. The successful bidder shall provide a minimum of 10% profit margin to the whole sale and retail book sellers .
28. All the books are to be printed in black and white only and no colour printing is involved except for the cover page.

Part-5

Submission of bids, evaluation, acceptance and related stipulations

1. Submission of Bids :

(i) Bidders satisfying the prequalification 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 at 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 cover containing the Pre-qualification bid should superscribed with the words “Pre-qualification bid for printing and sale of PUC Textbooks”. The sealed cover containing the Financial bid should be superscribed with the words “Financial bid for printing and sale 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 sale 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.

(ii) The tender document can be had by payment of Rs. 200/- (Rs. Two hundred only), which is non-refundable, in the form of Cash, Demand Draft/Bankers cheque drawn in favour of “ The Managing Director KTBS, Bangalore” payable at Bangalore. The bid should be accompanied by Earnest Money Deposit (EMD) of Rs.3 lakhs(Three lakhs only) in respect of work packages WP-1 to WP-9 , and Rs 50,000/- in respect of the work package no WP-10, 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 finalization of the award of the contract and to the successful bidder on successful completion of the contract obligation.

(iii) The sealed covers containing prequalification and financial bids should be delivered to the Managing Director KTBS, Bangalore, on or before 4.12.2009, 3.00 p.m. The prequalification bids will be opened at 4.00 p.m. the same day in the office of Managing Director KTBS Bangalore.

iv) 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 declared a public holiday, the bids will be received till 3-00 p.m. 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 in

paragraph 1 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 authorized 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) The financial bid cover of only those bidders, who satisfy Pre-qualification bid upon evaluation, will be opened at the above given address in the presence of the available bidders on a date that will be communicated on the day of opening of the pre-qualification bids.

The financial bids of technically short-listed bidders will be opened in their presence or of their authorized 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. Selection of the lowest quote bidder, namely, L1 bidder will be as in clause 10 below.

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 its 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 etc :

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 :

i) In the financial bid format given in Part -7 of the RFP, the bidder shall quote the price, title wise, per book.

ii) The quoted prices should be inclusive of royalty to be paid to the KTBS packaging cost, transportation cost, all taxes like sales tax, service tax, VAT, custom duty, excise duty, any other applicable duties and taxes and the profit margins of the bidder and the wholesale and retail book seller.

iii) 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. Any reference made to variation in price due to appreciation / depreciation of Indian rupee against any other currency is not acceptable.

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 :

(i) 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.

(ii) 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 the unit price and the total price that is obtained by multiplying the unit price and quantity, if and where required, the unit price shall prevail, and the total price shall be corrected accordingly. If the bidder does not accept correction of the errors, its bid will be rejected. If there is a discrepancy between figures mentioned in words and figures, the amount mentioned in words shall prevail.

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 :

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.

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.

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 for one year. KTBS will have the option of terminating the contract during the currency of contract period by giving one months 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 :

i) 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.

ii) The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

iii) The Performance Bank Guarantee will be for an amount of 5% of the total cost as in clause 10(1) of this RFP. All charges whatsoever such as premium; commission etc. with respect to obtaining the Performance Bank Guarantee shall be borne by the bidder.

iv) 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.

v) 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. However, no interest shall be payable on the Performance Bank Guarantee.

vi) 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.

vii) 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.

26. Sample Copies :

The bidder shall supply 50 copies of each title in the work packages from WP-1 to WP-6 and 10 copies of each title in the work packages from WP-7 to WP-10 to the KTBS before releasing them for sale.

PART -6
FORMAT FOR PRE QUALIFICATION BID
(to be submitted along with the Tender Document)

From

.....
.....
.....
.....

(Name and address of the bidder)

To

The Managing Director,
Karnataka Text Book Society,
No. 4, DSERT Building,
100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage,
Bangalore.

Sir,

Sub:- Submission of Pre qualification bid for printing of PUC language Text books for the year 2010-11, as per part -6 of the Request for Proposal to the Tender Notification.

Ref:- Tender notification No A7/02/2009-10 dated: 13.11.2009

In response to the above tender notification, having studied and understood all the terms and conditions of the said tender notification and the RFP thereof, in regard to printing of text books, I / we submit the Pre qualification bid as follows:

A. Machines and infrastructures:

Sl No	Particulars of printing machineries and infrastructure	Numbers/ Extent	Description & Specifications	Place of location
1	a) Sheet fed offset printing machines owned by the bidder b) Web offset printing machines owned by the bidder			
2	Perfect binding machines / Automatic perfect binding machines			
3	Automatic folding machine			
4	Cutting machines			
5	Three side trimmer			
6	Space occupied by the printing press as per the clause "C" part-2 of the RFP			
7	Storage space as per the clause "C" part-2 of the RFP			

B. Experience and past performance:

Sl No	Eligibility Criteria	Furnish particulars	Description of proof enclosed	Remarks if any,
1	Years of experience in printing of books. (See clause 1 of part-2 of this RFP)			
2	Number of copies printed in the past one year(See clause 1 of part-2 of this RFP)			
3	Minimum annual average turnover during the last 3 financial years i.e. 2006-07, 2007-08 and 2008-09(See clause 1 of part-2 of this RFP)			

C. Documents produced:

Sl No.	Description of the documents	Produced / not produced		
1	Proof of ownership of the printing machines			
2	Proof of ownership or lease hold right of the land and building in which printing press and storage space are located - copies of the deeds to be produced.			
3	VAT registration certificate			
4	PAN registration certificate			
5	Proof of annual turnover for the past three financial years			
6	Proof to show that the bidder is in printing business in the past years.			
7	Sample of the papers to be made use of in the printing for the inner text pages and cover pages.			
8	Sample of laminated cover page			
9	Copies of at least three titles printed by the bidder in the past one year with laminated covers and Cream wove or Maplitho text pages			
10	List of clients for whom the bidder has printed books as per clause (h) of the tender notification			
11	An affidavit that the bidder has not been blacklisted by any department of state / central government or by any other agency .			

12	An affidavit that the bidder has paid all the dues of the workers as per law and all charges / contributions to statutory authorities.			
13	An affidavit that the bidder has complied with all the labour laws.			

I/we have understood all the terms and conditions of the tender notification and the RFP and have enclosed the documents in support of the bid accordingly..

Yours faithfully,

Signature of the Bidder
(with seal)

PART :7

FORMAT FOR FINANCIAL BID

(To be submitted along with the Tender Document)

From:

.....
.....
.....

(Name and address of the bidder)

To

The Managing Director,
Karnataka Text Book Society,
No. 4, DSERT Building,
100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage,
Bangalore.

Sir,

Sub: Submission of financial bid for printing and sale of PUC textbooks for the year 2010-11. as per part -7 of the Request for the proposal to the Tender Notification.

Ref: Tender notification No A7/02/2009-10 dated: 13.11.2009

In response to the above tender notification, having studied and understood the terms and conditions of the said tender notification and the RFP thereof, in regard to printing of PUC text books, I / we submit the financial bid in respect of 10 work packages as follows:-

Sl. No	Work Package No	Class	Title of the text book	Size	Colour	Pages	Approximate number of Copies that may get sold	Price quoted per book in Rs.
1	2	3	4	5	6	7	8	9
1	WP-1	I PUC	General Kannada Course Book	A5	B/W	160	500000	
2	WP-2	I PUC	Kannada Work Book	1/4 CROWN	B/W	80	500000	
3	WP-3	I PUC	English Course Book	1/4 CROWN	B/W	200	500000	
4	WP-4	I PUC	English Work Book	1/4 CROWN	B/W	150	500000	
5	WP-5	II PUC	English Course Book	1/4 CROWN	B/W	200	400000	
6	WP-6	II PUC	English Work Book	1/4 CROWN	B/W	150	400000	

7	WP-7	II PUC	Kannada Work Book	1/4 CROWN	B/W	80	400000	
8	WP-8	II PUC	General Kannada Course Book	A5	B/W	160	400000	
9	WP-9	I PUC	Hindi Work Book	1/4 CROWN	B/W	80	70000	
10		I PUC	Hindi Course Book	A5	B/W	250	70000	
11		II PUC	Hindi Work Book	1/4 CROWN	B/W	80	70000	
12		II PUC	Hindi Course Book	A5	B/W	250	70000	
13	WP-10	I PUC	Urdu Work Book	1/4 CROWN	B/W	80	12000	
14		I PUC	Urdu Course Book	A5	B/W	180	12000	
15		II PUC	Urdu Work Book	1/4 CROWN	B/W	80	12000	
16		II PUC	Urdu Course Book	A5	B/W	180	12000	
17		I PUC	Arabic Work Book	1/4 CROWN	B/W	80	400	
18		I PUC	Arabic Course Book	A5	B/W	120	400	
19		II PUC	Arabic Course Book	A5	B/W	120	400	
20		II PUC	Arabic Work Book	1/4 CROWN	B/W	80	400	
21		I PUC	Marathi Work Book	1/4 CROWN	B/W	60	3100	
22		I PUC	Marathi Course Book	A5	B/W	150	3100	
23		II PUC	Marathi Work Book	1/4 CROWN	B/W	60	3100	
24		II PUC	Marathi	A5	B/W	150	3100	
25		I PUC	Malayalam Course Book	A5	B/W	150	100	
26		I PUC	Malayalam Work Book	1/4 CROWN	B/W	60	100	
27		II PUC	Malayalam Course Book	A5	B/W	150	100	
28		II PUC	Malayalam Work Book	1/4 CROWN	B/W	60	100	
29		I PUC	Tamil Course Book	A5	B/W	160	750	
30		I PUC	Tamil Work Book	1/4 CROWN	B/W	60	750	
31		II PUC	Tamil Course Book	A5	B/W	160	750	
32		II PUC	Tamil Work Book	1/4 CROWN	B/W	50	750	
33		I PUC	Telugu Course Book	A5	B/W	160	300	
34		I PUC	Telugu Work Book	1/4 CROWN	B/W	80	300	
35		II PUC	Telugu Course Book	A5	B/W	160	300	
36		II PUC	Telugu Work Book	1/4 CROWN	B/W	80	300	
37		I PUC	Sanskrit Work Book	1/4 CROWN	B/W	80	15000	
38		I PUC	Sanskrit Course Book	A5	B/W	200	15000	

39	II PUC	Sanskrit Work Book	1/4 CROWN	B/W	80	15000	
40	II PUC	Sanskrit Course Book	A5	B/W	200	15000	
41	I PUC	Optional Kannada	1/4 CROWN	B/W	80	9500	
42	I PUC	Optional Kannada	A5	B/W	200	9500	
43	II PUC	Optional Kannada	1/4 CROWN	B/W	80	9500	
44	II PUC	Optional Kannada	A5	B/W	200	9500	

- Note: 1.Price quoted per book is all inclusive as per clause -7 of part -5 of the RFP.
2. In respect of the titles for which rates have not been quoted cross mark (×) should be written in column 9 of the format above.
3. In the format above, in column 6, B/W stands for black and white ie., single colour.

I/we agree to abide by the terms and conditions as specified in the tender notification and the RFP attached there to.

Date :

Yours faithfully,

Place :

**Signature of the Bidder
(with seal)**

Annexure A to the RFP No : A7/02/2009-10 dtd 13/11/09

Sl. No	Work Package No	Class	Title of the text book	Size	Colour	Pages	Approximate number of students studying in the subject	students per package
1	2	3	4	5	6	7	8	9
1	WP-1	I PUC	General Kannada Course Book	A5	B/W	160	450000	450000
2	WP-2	I PUC	Kannada Work Book	1/4 CROWN	B/W	80	450000	450000
3	WP-3	I PUC	English Course Book	1/4 CROWN	B/W	200	500000	500000
4	WP-4	I PUC	English Work Book	1/4 CROWN	B/W	150	500000	500000
5	WP-5	II PUC	English Course Book	1/4 CROWN	B/W	200	500000	500000
6	WP-6	II PUC	English Work Book	1/4 CROWN	B/W	150	500000	500000
7	WP-7	II PUC	Kannada Work Book	1/4 CROWN	B/W	80	400000	400000
8	WP-8	II PUC	General Kannada Course Book	A5	B/W	160	400000	400000
9	WP-9	I PUC	Hindi Work Book	1/4 CROWN	B/W	80	75000	300000
10		I PUC	Hindi Course Book	A5	B/W	250	75000	
11		II PUC	Hindi Work Book	1/4 CROWN	B/W	80	75000	
12		II PUC	Hindi Course Book	A5	B/W	250	75000	
13	WP-10	I PUC	Urdu Work Book	1/4 CROWN	B/W	80	13000	168600
14		I PUC	Urdu Course Book	A5	B/W	180	13000	
15		II PUC	Urdu Work Book	1/4 CROWN	B/W	80	13000	
16		II PUC	Urdu Course Book	A5	B/W	180	13000	
17		I PUC	Arabic Work Book	1/4 CROWN	B/W	80	400	
18		I PUC	Arabic Course Book	A5	B/W	120	400	
19		II PUC	Arabic Course Book	A5	B/W	120	400	
20		II PUC	Arabic Work Book	1/4 CROWN	B/W	80	400	
21		I PUC	Marathi Work Book	1/4 CROWN	B/W	60	3100	
22		I PUC	Marathi Course Book	A5	B/W	150	3100	
23		II PUC	Marathi Work Book	1/4 CROWN	B/W	60	3100	
24		II PUC	Marathi	A5	B/W	150	3100	
25		I PUC	Malayalam Course Book	A5	B/W	150	100	
26		I PUC	Malayalam Work Book	1/4 CROWN	B/W	60	100	
27		II PUC	Malayalam Course Book	A5	B/W	150	100	
28		II PUC	Malayalam Work Book	1/4 CROWN	B/W	60	100	
29		I PUC	Tamil Course Book	A5	B/W	160	750	
30		I PUC	Tamil Work Book	1/4 CROWN	B/W	60	750	
31		II PUC	Tamil Course Book	A5	B/W	160	750	
32	II PUC	Tamil Work Book	1/4 CROWN	B/W	50	750		
33	I PUC	Telugu Course Book	A5	B/W	160	300		
34	I PUC	Telugu Work Book	1/4 CROWN	B/W	80	300		
35	II PUC	Telugu Course Book	A5	B/W	160	300		
36	II PUC	Telugu Work Book	1/4 CROWN	B/W	80	300		
37	I PUC	Sanskrit Work Book	1/4 CROWN	B/W	80	15000		
38	I PUC	Sanskrit Course Book	A5	B/W	200	15000		
39	II PUC	Sanskrit Work Book	1/4 CROWN	B/W	80	15000		
40	II PUC	Sanskrit Course Book	A5	B/W	200	15000		
41	I PUC	Optional Kannada	1/4 CROWN	B/W	80	9500		
42	I PUC	Optional Kannada	A5	B/W	200	9500		
43	II PUC	Optional Kannada	1/4 CROWN	B/W	80	9500		
44	II PUC	Optional Kannada	A5	B/W	200	9500		

Annexure B to RFP No :A7/02/2009-10 dated:13-11-2009

Sl. No	Work Package No	Class	Title of the text book	Approximate No of Copies	Particulars of Taluk/districts where the books are to be distributed to the Wholesale and retail booksellers
1	2	3	4	5	6
1	WP-1	I PUC	General Kannada Course Book	450000	All the taluks of the state
2	WP-2	I PUC	Kannada Work Book	450000	All the taluks of the state
3	WP-3	I PUC	English Course Book	500000	All the taluks of the state
4	WP-4	I PUC	English Work Book	500000	All the taluks of the state
5	WP-5	II PUC	English Course Book	500000	All the taluks of the state
6	WP-6	II PUC	English Work Book	500000	All the taluks of the state
7	WP-7	II PUC	Kannada Work Book	400000	All the taluks of the state
8	WP-8	II PUC	General Kannada Course Book	400000	All the taluks of the state
9	WP-9	I PUC	Hindi Work Book	75000	All the taluks of the state
10		I PUC	Hindi Course Book	75000	All the taluks of the state
11		II PUC	Hindi Work Book	75000	All the taluks of the state
12		II PUC	Hindi Course Book	75000	All the taluks of the state
13	WP-10	I PUC	Urdu Work Book	13000	All the taluks of the state
14		I PUC	Urdu Course Book	13000	All the taluks of the state
15		II PUC	Urdu Work Book	13000	All the taluks of the state
16		II PUC	Urdu Course Book	13000	All the taluks of the state
17		I PUC	Arabic Work Book	400	All the taluks of the state
18		I PUC	Arabic Course Book	400	All the taluks of the state
19		II PUC	Arabic Course Book	400	All the taluks of the state
20		II PUC	Arabic Work Book	400	All the taluks of the state
21		I PUC	Marathi Work Book	3100	All Taluks of Belguam,Bidar and Uttara Kannada Districts
22		I PUC	Marathi Course Book	3100	All Taluks of Belguam,Bidar and Uttara Kannada Districts
23		II PUC	Marathi Work Book	3100	All Taluks of Belguam,Bidar and Uttara Kannada Districts
24		II PUC	Marathi	3100	All Taluks of Belguam,Bidar and Uttara Kannada Districts
25		I PUC	Malayalam Course Book	100	Bangalore and Mysore cities
26		I PUC	Malayalam Work Book	100	Bangalore and Mysore cities
27		II PUC	Malayalam Course Book	100	Bangalore and Mysore cities
28		II PUC	Malayalam Work Book	100	Bangalore and Mysore cities
29	I PUC	Tamil Course Book	750	Bangalore city, KGF in Kolar and Bellary District	
30	I PUC	Tamil Work Book	750	Bangalore city, KGF in Kolar and Bellary District	
31	II PUC	Tamil Course Book	750	Bangalore city, KGF in Kolar and Bellary District	
32	II PUC	Tamil Work Book	750	Bangalore city, KGF in Kolar and Bellary District	
33	I PUC	Telugu Course Book	300	Bangalore city, Kolar,Bellary and Koppal Districts	

34	I PUC	Telugu Work Book	300	Bangalore city, Kolar,Bellary and Koppal Districts
35	II PUC	Telugu Course Book	300	Bangalore city, Kolar,Bellary and Koppal Districts
36	II PUC	Telugu Work Book	300	Bangalore city, Kolar,Bellary and Koppal Districts
37	I PUC	Sanskrit Work Book	15000	All the taluks of the state
38	I PUC	Sanskrit Course Book	15000	All the taluks of the state
39	II PUC	Sanskrit Work Book	15000	All the taluks of the state
40	II PUC	Sanskrit Course Book	15000	All the taluks of the state
41	I PUC	Optional Kannada	9500	All the taluks of the state
42	I PUC	Optional Kannada	9500	All the taluks of the state
43	II PUC	Optional Kannada	9500	All the taluks of the state
44	II PUC	Optional Kannada	9500	All the taluks of the state

MANAGING DIRECTOR
KARNATAKA TEXT BOOK SOCIETY