



GOVERNMENT OF KARNATAKA
DEPARTMENT OF PUBLIC INSTRUCTIONS
KARNATAKA TEXT BOOK SOCIETY®

Tender
(2-Bid System)

For the Printing and supply of
PUC text books for the accademic year **2021-22 and 2022-23**

Goods Contract Tender
2021-22 and 2022-23

Managing Director ,
Karnataka Text Book Society®
No. 4, DSERT Building, 100 Feet Ring Road,
Hosakerehalli, Banashankari 3rd Stage, Bengaluru-560 085
Phone: 080 – 26422238, 26422245, e-mail: mdklbs.tender@gmail.com
Website: www.klbs.kar.nic.in
e-procurement portal : <https://eproc.karnataka.gov.in>
Help line: 080-46010000 / 22631200

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SECTION 1



GOVERNMENT OF KARNATAKA
DEPARTMENT OF PUBLIC INSTRUCTION
KARNATAKA TEXT BOOK SOCIETY ®

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No. 4, DSERT Building, 100 Feet Ring Road
Hosakerehalli, Banashankari 3rd Stage
Bengaluru – 560085

No: A6.KTBS/PUC – 15/2020-21

Dated: 15/09/2021

TENDER NOTIFICATION (e- Procurement)

Tenders are invited under Two Bid System on Government of Karnataka e-procurement platform from eligible printers, having Infrastructure as stipulated in the Tender Document within the State of Karnataka to print and supply of the Goods as detailed hereunder.

Particulars of the Goods : Text Books required for the 1st and 2nd year PUC classes for the academic year **2021-22 and 2022-23**

Total Titles	Total Quantity	Total Packages	Tender Value	EMD
91	3552385	11	16,31,66,272	As Mentioned in Section-9 As per KPPP

- Detailed tender document is available in the e-procurement portal and also published for reference in the KTBS website www.ktbs.kar.nic.in.
- e-procurement portal address : <https://eproc.karnataka.gov.in>
- Portal Help line : 080-46010000 , 080-68948777 , 080-22230960 and 080-22234115
- The detailed specifications and other requirements are explained in **Section-9** of this tender document.
- The last date for submission of Tender is **29.09.2021 before 17.30 hrs**. The pre-qualification bids (Technical bid) will be opened online on **01.10.2021 at 10.00 hrs**. Online through e-procurement portal. No separate intimation in this regard will be given individually.
- The financial bids of only those bidders who satisfy pre-qualification criteria upon evaluation will be opened on specified date mentioned in tender document or on a date to be intimated later.

–Sd/–

Managing Director
Karnataka Text Book Society
Bengaluru

BID SCHEDULE



GOVERNMENT OF KARNATAKA
DEPARTMENT OF PUBLIC INSTRUCTION
KARNATAKA TEXT BOOK SOCIETY ®

Bid schedule For the printing and supply of PUC text books to
34 District Depots under **Two Bid system**

Sl. No	Particulars	Schedule
1	Bid Reference	Notification No: A6.KTBS/PUC-15/2020-21 Dated : 15.09.2021
2	Online Availability of Bid Document	15.09.2021
3	Bidding document available on the site till	29.09.2021, 17.30 hrs
4	Time and date to submit the Brands of Paper and Board	From 15.09.2021 to till 1:30 PM on 22.09.2021
5	Last Date for submission of Bids	29.09.2021, 17.30 hrs
6	Pre bid meeting	21.09.2021, 11.00 hrs
7	Time and Date of opening : Technical Bid Financial Bid	01.10.2021, 10.00 hrs On or after 07.10.2021, 10.00 hrs
8	Opening of Bids	Online through e-procurement portal
9	Address for Communication	The Managing Director, Karnataka Textbook Society® No.4, DSERT Building, 100 Ft Ring Road, BSK III Stage, Bengaluru - 560 085 Karnataka State, India.

- Bids must be accompanied by bid security (EMD) as mentioned in Schedule of Requirements.
- Bids will be opened online through e-procurement portal. No separate intimation in this regard will be given individually. All the events will take place as per the bid Schedule.
- Opening of bids will be on the following working day at the scheduled time in the event of the date specified for bid submission and opening being declared as a holiday for Karnataka Textbook Society.
- The opening of financial bid date mentioned above is only tentative actual bid will be opened only after finalization of technical evaluation. The date will be intimated on the e-procurement portal.

A BRIEF DESCRIPTION OF THE TENDER.

INTRODUCTION

- The Karnataka Textbook Society® herein after referred to as `The Society` is registered under the Societies Act 1960, functioning under the Education Department, Government of Karnataka. The Society is wholly financed by the Government of Karnataka for all the free supply materials. The tendered materials are for the sale in the open market and shall be managed by the funds available in the Society.
- One of the objectives of the Society is to provide quality Textbooks, Work Books, Student Diaries, Note Books and other learning materials for the Students studying in classes from 1 to 12, across the state of Karnataka. The materials include both sale and free components.
- This is a tender for printing of text books required for both the 1st and 2nd PUC students for the **academic year 2021-22 and 2022-23**. The books are required to be supplied to the Book Depots located in **34 Districts** across the state of Karnataka. The books will be sold to the books sellers who are empanelled with the Karnataka Text Book Society with an agency commission as fixed by the Society time to time.
- This tender contract validity is up to **31st December 2022** or till the finalization of the printers for the next academic year for the Puc text books printing and supply work, whichever is earlier. Rates accepted are valid till tender validity period.

SCOPE OF WORK

- The successful bidder is responsible for the production and delivery of PU Textbooks to the Book Depots located in 34 Districts across the state of Karnataka, as per the Distribution List furnished in **Sections-8**.
- The quality checking will be done at **3 levels** as explained in **section 5, Clause 5.7** and elsewhere in this tender document.
- All the books are for sale in the open market and will have to be printed with MRP duly indicated.
- The successful bidder is responsible to enter into an agreement with KTBS.
- The printer shall have to procure all the raw materials as per the specifications mentioned in **Section-7** and only content in the form of soft copy would be provided by the Purchaser.
- The successful bidder is also responsible and accountable for the printing and supply process throughout the contract period. He has to chalk out the programme of work/ route map/ time schedule from the date of commencement of work and up to the completion of the work and intimate the same to the purchaser along with the contract agreement.

INSTRUCTIONS TO BIDDERS

1.1. INTRODUCTION AND BACKGROUND

- 1.1.1 This tender is for the Text Books required for the students of 1st and 2nd PUC classes for the academic year **2021-22 and 2022-23** in **SALE** Category.
- 1.1.2 The Bids would be evaluated on the basis of the evaluation criteria set out in this document in order to identify the successful Bidder. In order to do so, the Purchaser himself or his authorized representative may inspect the premises of the bidder.
- 1.1.3 The Successful Bidder would then have to enter into an Agreement with The Managing Director, KTBS, and perform the obligations as stipulated there, in respect of the Project. The Draft Contract form is given in **Appendix-16**.
- 1.1.4 Upon satisfactory completion of the printing and supply of Tendered materials, payments will be made in accordance with the terms and conditions set out in this Document.

1.2. BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1 The Society intends to follow a single stage, two Bid process for selection of the successful Bidder for the Project.

Documents Constituting the Tender (Two Bids)

The tender to be submitted by the Tenderer shall comprise the following components i.e. Technical Bid and Financial Bid. Both shall have to be submitted online in the formats available in the e-Procurement portal.

Technical Bid

- Earnest money deposit (EMD) as per **Section-9**.
The EMD shall have to be paid package wise as prescribed. Wherever EMD paid is less than the prescribed amount and the financial bids are submitted for more number of packages, under such circumstances the financial bids of such number of packages will be considered for which the EMD paid is sufficient.
- Names of mills and Brands of papers and boards shall be submitted to the Assistant Director (Administration), KTBS during office hours on working days from the date of tender notification till **1.30 pm on 22.09.2021** as explained in **Clause 1.2.3**. Non submission of sample papers will lead to rejection of the bid.
Submission of Names of mills and Brands of paper information is mainly to finalise the Brand and the manufacturer by the KTBS. However, the printer is free to use any of the brands that would be approved by the KTBS
- Scanned images of all the documents as mentioned in clause 2.9.1 of **Section 2**.

Scanned images of all the Documents listed under clause 2.9.1 of section-2 of this document, the sample papers and Boards submitted physically at KTBS and the EMD will form the technical bid.

It may be noted that the uploaded documents shall establish the fulfillment of the qualification criteria as explained in **Section-3**

Financial Bid:

The Tender Form and the Price Schedule which **form** the Financial Bid shall be submitted online in the provided manner. **No additional document can be uploaded in this regard.**

1.2.2 EVALUATION PROCESS:

Technical Evaluation;

The evaluation of the Proposals would be carried out as follows:-

a) ***“Test-of- responsiveness”.***

This stage involves verification of the documents submitted and their acceptability. Proposals found to be substantially responsive would be selected for further capability evaluation.

c) ***“Evaluation of the Samples”***

All the tenderers are required to submit the Names of mills and Brands of paper and Boards proposed to be used at least from two different mills for the tendered materials as per the condition at para 1.2 and as detailed in **Clause 1.2.3.**

These brands will be tested by feel and touch method at the first instance. The parameters like the shade of the material, pulp formation, specks (dark spots) will be tested physically. Then the Mill test reports shall be verified against the prescribed parameters. GSM will be tested in government Press. If the purchaser feels further testing is required then the samples shall be tested in the in-house Lab or from any third party agency Lab.

At least one sample of the bidder requires to be approved. If no sample of the printer is approved it is binding on the bidder to use only the brands of Papers/Boards that would be finally approved by KTBS irrespective of the brands submitted by bidder.

b) ***“Capability Evaluation”.***

In this Stage the information of the Bidders relating to their **experience and financial & infrastructural capability** would be evaluated. Bidders meeting the experience, financial and infrastructure capability criteria as set out in this Document shall be short-listed as ***“Qualified Bidders”.***

Financial Evaluation:

This stage is called ***“Eligibility”.*** In this stage the Price Bid of the ***“Qualified Bidders”*** would be evaluated based on the evaluation criteria as mentioned in **Section 4.** For the Price Bid. The successful price bidder shall be declared as the ***“Eligible Bidder.”***

1.2.3 The tenderer shall submit atleast two brands of paper and Boards, preferably from different mills, to the Assistant Director (Administration), Karnataka text Book Society as per clause 1.2.1 on bidders letterhead **And submit the following for each brand**

- Compliance report to technical specifications prescribed, deviations if any and justifications for the same.
- A mill test report of the respective sample. Extract of specifications from the Website is also acceptable.

1.3 AVAILABILITY OF TENDER DOCUMENT

Tender document is available in e-procurement portal <https://eproc.karnataka.gov.in> and in KTBS Website www.ktbs.kar.nic.in.

1.3.1 All subsequent notifications, changes and amendments related to this project or tender document would be posted only on the **e-procurement portal viz <https://eproc.karnataka.gov.in>**

1.4 PROPOSAL DUE DATE

The proposal should be uploaded on or before **29.09.2021** before **17.30hrs**.

1.5 OFFICIAL COMMUNICATION FROM KTBS

- The official communication from KTBS to the bidders will be through post/courier/ e-mail.
- e-mail communication from official e-mail ID of KTBS i.e. **mdktbs.tender@gmail.com** should be treated as official communication.

SECTION 2

INFORMATION TO BIDDERS

A. GENERAL INFORMATION TO BIDDERS

- 2.1.1** The Legal entity eligible for participating in the qualification process shall be `the **Printer**` located in the State of Karnataka and shall have production plants in the state of Karnataka.
- 2.1.2** **The Printer** means an entity with the prescribed eligibility who is engaged in the business of printing and supply activity as per the purchaser requirement and who has a Minimum of **3 years** of experience in printing and supply activity as per the purchaser requirement. Further, the production plant where the said text books are proposed to be produced shall be atleast **3 years old** and should have been functional till date and Shall fulfill all other tender conditions. The Legal Entity should have all legal and statutory Registrations like GST, Factory License etc., to fulfill the requirements of this Tender.
- 2.1.3** The legal entity should possess Technical facilities of the required standards to fulfill the requirements of the tender.
- 2.1.4** The Legal Entity should have been registered as printer under Factories Act and shall have separate, valid and legal factory registration certificates for each place of production. The Registration shall be renewed up to date and shall also have registrations under Goods and Services Tax Act, in the state of Karnataka and all other legal and statutory Registrations to fulfill the requirements of this Tender.
- 2.1.5** The main business of the Legal Entity in the immediately preceding **3 years** should be as a printer in the state of Karnataka.
- 2.1.6** The Legal Entity should have achieved an average annual turnover as prescribed in **sno-15 of Section – 3** “the qualification criteria.”
- 2.1.7** Any Entity which has been barred or blacklisted by any of the Departments of Government of Karnataka (GOK) including Education Department would not be eligible to submit a Proposal. The Bidder shall execute an undertaking to this effect as per the format enclosed in **Appendix-4**.

2.2 NO CONSORTIUM

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

2.3 NUMBER OF PROPOSALS & PACKAGE DETAILS

- 2.3.1** There is provision to submit one proposal only by each bidder in the e-portal and even if there is any opportunity for any bidder to submit more bids it is not permitted. Therefore each Bidder shall submit only **one Proposal** in response to this Tender document. Any Bidder, who submits or participates in more than one Proposal, shall be disqualified and shall also cause disqualification of all the proposals in which such Bidder has participated.
- 2.3.2** Work detail along with titles is shown in **Section-9**. There are about **91** titles and are grouped in to **11** packages. A bidder can quote for only **02** packages. However the number of package allotment is depending on their available spare capacity during the contract period. Bidder will be allotted a maximum of **02** packages only. Therefore the

tenderers shall strictly quote as per their production capacities only. If any tenderer is found to have quoted in excess to their capacity then that tenderer will be made eligible only to such no of packages whose load is sufficient to their capacity. And further such of the unallotted packages shall be offered to L-2 bidders or any other bidders of this tender to execute at L-1 rates. If the other bidders do not agree for the L-1 rates then the L-1 bidder shall compensate the difference of the value. Each Bidder shall quote their price per page in Indian rupees and if any paise to the last **4 decimal places**.

2.3.3 Packages are allotted as per the terms at the sole discretion of the purchaser. The maximum no of packages will be allotted is as referred in **Clause 2.3.2**. It shall be decided based on the assessed production capacity vs the load of the eligible packages and the previous years' performance of the tenderer, and the same will be binding on the bidder. The decision of the purchaser is final about the capacity assessment.

2.3.4 The details of Goods required are shown in Section-9 which is provisional and indicative. **In the first instance Min 50% of the indicated quantity will be awarded** and later before the contract validity period balance required quantity will be awarded. Actual quantity will be as provided in the Purchase Order and the Distribution List. The number of pages in a book is all indicative.

2.3.5 The quantities may go up by about **25%** or get reduced by about **25%** as per the actual requirement and they shall be as in the Purchase order and the Distribution List. The accepted rates in the tender shall be valid up to the last date of contract validity period.

2.4 PROJECT INSPECTIONS AND VISIT TO THE SITES

2.4.1 It is desirable that each Bidder submits his Proposal after visiting the Godowns ascertaining for himself the location, surroundings, or any other matter considered relevant. Schedule of place of delivery is shown under **Section-8** of this document.

2.4.2 It would be deemed that by submitting the Proposal for Tender document, the Bidder

- a) Made a complete and careful examination of the Tender Document,
- b) Received all relevant required information from **KTBS** and
- c) Made a complete and careful examination of the various aspects and locations of the Project.

2.5 RIGHT TO ACCEPT OR REJECT ANY OF THE PROPOSALS

2.5.1 **The Purchaser** reserves all the rights 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 about the grounds for the said action.

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

a) Invite the next lowest Bidder or any other subsequent bidders. If no bidders of the particular package are available for entrustment any other bidder who is a participant of this tender will be considered to execute the contract at the same L1 rate;

OR,

b) take any such measure as may be deemed fit in its sole discretion including Annulment of the bidding process.

B. CLARIFICATIONS

2.6 CLARIFICATIONS /AMENDMENTS / ADDENDA OF TENDER DOCUMENT

- 2.6.1** A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond to any request for clarification of the tender documents which it receives in e-procurement portal not later than **7 days** prior to the deadline for submission of tenders prescribed by the Purchaser. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.
- 2.6.2** At any time prior to the Proposal Due Date, the purchaser may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of addenda, or corrigendum (or) both
- 2.6.3** Any addendum or corrigendum (or) both thus issued will be hosted on the e-procurement portal.
- 2.6.4** In order to provide the Bidders a reasonable time to examine the addendum, (or) corrigendum (or) both for any other reason, KTBS may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.7 LANGUAGE

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

2.8 BID SECURITY (EMD)

- 2.8.1** Each Proposal should be accompanied by a Bid Security i.e. Earnest Money Deposit (EMD) as per **section-9**. The Bid Security shall be kept valid for **at least 90 days**. In addition to the Proposal Validity Period and would need to be extended, if so required, for any extension in Proposal Validity Period.
- 2.8.2** EMD (Bid Security) and Tender processing fee should be paid through **e-payments, credit card, direct debit (internet banking) or NEFT (National Electronic Fund Transfer)**.
- 2.8.3** (a) The Bid Security shall be returned to the unsuccessful Bidders within a period of Four (4) weeks from the date of announcement of the Successful Bidder.

- (b) Every successful bidder shall submit a performance security of **5%** of awarded Contract Value as mentioned in LoA and in Clause 2.28.
- (c) The Bid Security (EMD) submitted by the Successful Bidder shall be refunded only after getting the confirmation of performance security from the concerned authorities.

2.8.4 The Bid Security shall be forfeited in the following cases;

- a) If the Bidder modifies or withdraws Proposal except as provided in Clause 2.16.1;
- b) If the Bidder withdraws Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or the extended time thereof.
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- e) On refusal to enter into contract after the award of contract.

2.9 Technical Bid Documents

Technical Qualification Submissions shall consist of the following documents: Non-submission of any of the documents may lead to disqualification and is at the discretion of Purchaser i.e. with KTBS.

2.9.1 Bidder should upload the scanned copies of the following documents in the e- procurement portal in the same manner as mentioned below and file name should only be specified as mentioned below. The Purpose of the documents is explained in the Qualification Criteria, **Section – 3** Non-submission of any of the documents may lead to disqualification and is at the discretion of Purchaser i.e. with KTBS.

Qualification Documents–Technical Qualification documents shall consist of the following:

(**Note :** Factory Registration certificates, Production place certificates and any other certificates required to establish the locations shall be strictly confined to the State of Karnataka. Only experience related certificates may be outside the state of Karnataka. Otherwise such bids will be disqualified/rejected at technical bid stage)

Sl.No.	File Name	Document description
1	GST Registration	GST Registration Certificate.
2	PAN	PAN Certificate.
3	Constitution of the tenderer	<ul style="list-style-type: none"> • A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation, • A Partnership Firm shall submit Partnership Deed. • A ownership firm shall provide Proof of Ownership of a Printing Press like SSI certificate issued by the Industries & Commerce or GST etc wherein the constitution of the Business is mentioned
4	Annual GST Returns	Annual GST returns filed for the preceding three years i.e. for the years 2018-19, 2019-20 and 2020-21 (GSTR-3B)

5	Latest GST Returns	Latest GST returns filed. (GSTR-1)
6	IT Returns	Acknowledgement of IT returns filed for the preceding three financial years i.e. for 2018-19, 2019-20 and 2020-21.
7	Factory Registration Certificate	Registration certificate Under Factories Act Which is Valid and Renewed up to date. (If this certificate is in any language other than English/Kannada then translated English version should be uploaded) (Only registration in Karnataka will be accepted) Separate Certificates for each place of production. If units other than the main unit do not fall under Factories Act 1948, any other document like Certificate issued under Shops and Commercial establishments Act etc.
8	Ownership/Tenancy of premises	Copy of Khata Certificate and also Khata Extract or Latest Tax paid receipt or Sale Deed or Lease agreement in support of ownership / Tenancy of infrastructure facilities like building , Go-down etc.,
9	Proof of machinery Ownership	Invoices for having purchased the machinery offered or declaration by the CA
10	Minimum Billing	An invoice with the Purchase Order to establish the Minimum billing amount from a single project of printing and supply of books/textbooks during any one year of these 3 years i.e., 2018-19, 2019-20 and 2020-21 , as required under Clause 3.2 (Sl No. 16) of Section 3 . The format is shown in Appendix-6
11	Audited Financial Statements	Audited annual financial statements of the Bidder for the last three (3) completed financial years i.e., 2018-19, 2019-20 and 2020-21 as required under clause 3.2 of Section-3.
12	Acknowledgement regarding Samples	Acknowledgement for having submitted the Mill and brand names to use for this tender.
13	Appendix - 1	Power of Attorney, authorizing the signatory of the Proposal to commit on behalf of the Bidder
14	Appendix - 2	Letter of Proposal
15	Appendix - 3	Details of Bidder
16	Appendix - 4	Anti-Collusion Certificate
17	Appendix - 7	Statement of Experience
18	Appendix - 8	Statutory Auditor's Certification of Financial Capability or A declaration as mentioned in the Clause 3.3 (Sl No 18) of Section 3.
19	Appendix - 9	Qualification Proposal to establish infrastructural capability
20	Appendix - 10	Bidder declaration regarding his capacity and responsibilities.
21	Appendix -12	Declaration by the bidder for having read and accepted the tender document, package quoted and EMD details.
22	Declarations	Declaration about the acceptance for Appendix-5, Appendix-13, Appendix-14, Appendix-15 and Appendix-16.

2.10 PRICE PROPOSAL

- 2.10.1**
- a) Price Proposal is required to be submitted online in the formats available in the e-procurement portal.
 - b) The bidders can quote their lowest price per page for each title in a package, which shall include the costs of raw materials, operations like printing, binding, packing, transportation and taxes/duties/Insurance etc. and shall be in INR rounded off to the last 4 decimals.
 - c) The rates quoted in the e-procurement portal only prevail.
 - d) The rates quoted shall be firm during the contract period and shall not be varied for whatsoever reason except as provided in **Section - 5, Clause 5.14** “change of orders”.

However any increase in the statutory levies will be compensated by the purchaser and similarly any reduction shall be to the credit of the purchaser.

2.11 VALIDITY OF PROPOSAL

Tenders shall remain valid for a period not less than ninety days (**90 days**) after the last date of tender submission. A tender valid for a shorter period shall be rejected by the purchaser as non-responsive.

2.12 EXTENSION OF VALIDITY OF PROPOSAL

In exceptional circumstances, prior to expiry of the original time limit, the purchaser may request the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by e-mail. A tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension and in compliance.

2.13 FORMAT AND SIGNING OF PROPOSAL

2.13.1 The Bidder would provide information in the prescribed format required as per this Tender Document. **KTBS** reserves the right to evaluate only those Proposals that are received in the required format and is complete in all respects.

- 2.13.2** The Bidder shall submit the following proposal online; namely
- a. Technical Bid, consisting of the details mentioned in **Section 2** of this tender document.
 - b. Price Bid, consisting of the Bidders quoted rate inclusive of all statutory taxes being the financial proposal for the project.

2.14 METHOD OF SUBMISSION OF PROPOSALS

- 2.14.1** The proposals shall be submitted online in the e-procurement portal in the provided formats only. Scanned copies of the same shall be uploaded where ever sought.
- 2.14.2** The e-procurement portal itself will disqualify the improper and delayed Bids and **KTBS** shall assume no responsibility for any such eventualities.
- 2.14.3** **The tenderer shall submit the names of mills and Brands of Paper and Boards to be used for the said tendered work to the Assistant Director (Administration), Karnataka Text Book Society as explained in clause 1.2.3. Duly enclosed with a**

covering letter written on the letter head of the tenderer. An acknowledgement shall be required to be uploaded as one of the documents for the technical bid.

In general all the samples would be tested for their quality compliance. However, the printers shall have to use the brands finally approved irrespective of the samples provided.

2.15 PROPOSAL DUE DATE

2.15.1 Proposals should be submitted only on-line and through the notified Government of Karnataka e-procurement platform before **17.30 hrs** on the Proposal Due Date mentioned in the Bidding Schedule in the manner and form as detailed in this Tender Document. Proposals submitted in any other mode shall not be acceptable.

2.15.2 *Purchaser* may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an addendum in accordance with Clause 2.6, uniformly for all Bidders.

2.16 MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF PROPOSALS

2.16.1 Any modification, Substitution, withdrawal of proposal can be made by the tenderer only through the said e-procurement portal in the form and manner as provided within the last day and time specified for submitting the bid.

D. EVALUATION OF PROPOSAL

2.17 PROPOSAL OPENING

2.17.1 *KTBS* would open the bids online in the e-procurement portal platform only.

2.17.2 *KTBS* would subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 1, 3 and 4 of this Tender Document.

2.17.3 To assist in the examination, evaluation, and comparison of Proposals, *KTBS* **may utilize** the services of consultant(s) or advisor(s) or any third party agency.

2.18 CONFIDENTIALITY

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

2.19 TESTS OF RESPONSIVENESS

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

a) Is received within the Proposal Due Date including any extension there of pursuant to **Clause 2.15**

b) Is accompanied by the documents as mentioned under 2.9.1 and 2.10.

2.19.2 **The purchaser reserves the right to waive any minor informality or non-conformity or irregularity in a Tender.**

2.19.3 *Purchaser* reserves all the rights to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by *Purchaser* in respect of such Proposals.

2.20 CLARIFICATIONS

To facilitate evaluation of Proposals, *Purchaser* may, at its discretion, seek clarifications in writing from any bidder regarding its Proposal.

2.21 QUALIFICATION SUBMISSIONS

2.21.1 The qualification Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.19 above (Document verification). All Proposals found to be substantially responsive shall be evaluated for Technical Qualifications as explained in clause no 1.2.2 The capability of the tenderer shall be evaluated as per the qualification criteria as set out in **Section 3**.

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

2.21.3 The Price Bid of the Bidders who do not meet the Qualification Criteria shall not be opened.

2.21.4 The Purchaser either himself or through their representative may inspect the factory premises of the bidder regarding the availability of the facilities as per qualification documents submitted.

2.22 QUALIFIED BIDDERS

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

2.23 PROPOSAL EVALUATION: PRICE BID

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

2.24 DECLARATION OF SUCCESSFUL BIDDER

2.24.1 *Purchaser* may either choose to accept the Proposal of an *Eligible Bidder* or invite him for negotiations of the rates and other terms and conditions.

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

2.25 NOTIFICATIONS

Purchaser will notify the Successful Bidder by a Letter of Offer (LoO) through e-procurement platform or by e-mail and that his Proposal has been accepted.

2.26 RIGHT TO ACCEPT OR REJECT PROPOSAL

2.26.1 *Purchaser* reserves all the rights to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Project, without liability or any obligation for such acceptance, rejection or annulment.

2.26.2 *Purchaser* reserves all the rights to invite revised Proposals from Bidders with or without amendment of the Tender Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

2.26.3 *Purchaser* reserves the right to reject any Proposal fully or partially at any time if:

- a. A material misrepresentation made at any stage in the bidding process is uncovered;
- b. Non fulfillment of qualification criteria including capacity to execute the contract.

- c. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then **Purchaser** reserves the right to;
- i. declare the Bidder with second lowest Price Proposal/ Modified Price Proposal as the Eligible Bidder and where warranted, invite such Bidder for negotiations;
 - or,**
 - ii. take any such measure as may be deemed fit in the sole discretion of **KTBS**, including annulment of the bidding process.
- d. Any tenderer found to be L1 in packages more than their existing infrastructural capability shall be made eligible only to such number of packages whose load matches with the tenderer's production capacity. Such of the packages which are not awarded to the L1 tenderer shall be allotted to L2 tenderer/Any other tenderer who has sufficient production capacity, after negotiating to match with the L1 rates. If L2 tenderer/Any other tenderer do not agree for the L1 rates, then the increase in the price shall have to be compensated by the defaulted L1 tender.

(Note : The tenderers are required to quote only in accordance with their production capacity as required under Section-2, clause 2.3.2)

2.27 SUBMISSION OF ACCEPTANCE LETTER AND EXECUTION OF AGREEMENT

- 2.27.1** Within 3 days of issue of LoA, the successful bidder shall accept the LoA and return the same to KTBS, The successful bidder shall furnish a security deposit of **5% of Package value** mentioned in the LoA and will sign the agreement and deliver it to the purchaser, **within 7 working days** from the issue of LoA or within such further time as **KTBS** may agree to at its discretion.
- 2.27.2** The person who has been provided the Power of Attorney as per **Appendix-1** may sign the agreement and any other document required.
- 2.27.3** **KTBS** will promptly notify other Bidders that their Proposal has not been accepted and their Bid Security shall be discharged /returned as promptly as possible, within a maximum period of Four (4) weeks from the date of announcement of the Successful Bidder.

2.28 PERFORMANCE SECURITY

- 2.28.1** The successful Bidder shall furnish Performance Security in the form of an Irrevocable **Bank Guarantee** issued by a Nationalized bank or a Public Sector Bank in India or an Accepted Scheduled Bank in favour of "The Managing Director, Karnataka Text Book Society, Bengaluru", in the format prescribed in the tender document, in the stamp paper of prescribed value.

OR

Fixed Deposit Receipt pledged to "The Managing Director, Karnataka Text Book Society, Bengaluru",

OR

Demand Draft wherein "The Managing Director, Karnataka Text Book Society, Bengaluru", will be the beneficiary, for a sum equivalent to **5%** of the Contract value **plus**

additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause-44 of the conditions of contract of standard document designed by government of Karnataka for this tender value, separately for all the packages which may be allotted to the successful bidder **within 07 working days** from issue of Letter of Offer (LoO) . The printer should submit the Letter of Acceptance (LoA) along with the performance security which shall be valid till **31st January 2023**.

2.28.2 Failure of the Successful Bidder to comply with the requirements of **Clause 2.28.1** shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the Bid Security i.e EMD.

In such an event, **KTBS** reserves all the rights to take any such measure as may be deemed fit in the sole discretion of **KTBS** to get the procurement done by offering to L-2 tenderer or any other tenderer whoever has the capacity to execute the job. Any loss in this process shall have to be borne by the defaulted tenderer.

SECTION 3

QUALIFICATION CRITERIA

EVALUATION PARAMETERS

3.1 The Bidder's competence and capability is proposed to be established by the following parameters based on the document provided by the bidder as per clause 2.9 of this tender document.

3.2 General, Statutory and Financial Qualification parameters

Sl No.	Qualification Criteria	Document to be Uploaded
1	The tenderer shall possess a valid GST registration as statutory requirement	GST registration Certificate
2	The tenderer should have a permanent Account number (PAN) in the Income Tax Department which is a statutory requirement. It should be in the firm name for Private/Public Limited Company and it can be in the owners name if it is a Ownership Company.	PAN certificate.
3	The tenderer shall have a legally registered organization and its Constitution should be clearly defined.	<ul style="list-style-type: none">• A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation.• A Partnership Firm shall submit Partnership Deed or registration certificate to that effect.• A ownership organisation shall provide Proof of Ownership of a Printing Press like Certificate issued by Industries and Commerce, GST Certificate etc. wherein there is an indication that it is a ownership company
4	The Tenderer is required to fulfill the Annual Average Turnover of atleast 50% of the awarded contract value and also it is required that the tenderer should have filed the GST returns as per law atleast for the immediate 3 preceding financial years	Annual GST returns filed for the financial years i.e. 2018-19,2019-20 and 2020-21 (GSTR-3B)
5	The tenderer is required to be in business of print production at the time of submission of the tender	Latest GST returns filed i.e. for the month of July-2021 or later or for the quarter ending June-2021 (GSTR-1)

6	The tenderer is required to have filed the IT returns as per law atleast for the preceding three Financial years.	Acknowledgement of IT returns filed for the preceding three Financial years i.e. 2018-19,2019-20 and 2020-21
7	Certain levels of production plants are required to possess a Factory License as per Factories Act 1948. The contract involves production and the tenderer is required to own a production plant which is essentially required to be registered under Factories Act. It is expected that the production plant is atleast 3 years old with staff having an experience of the same period.	Registration Certificate under Factories Act for each of the production plant which is valid and renewed up to date. If this certificate is in any language other than English/Kannada then it has to be translated in to English/Kannada and to be uploaded. (Only registration in Karnataka will be accepted) If there are more than one production plants then there should be a separate Factory Registration for each plant wherever other units also come under Factories Act. For the units for which Factories Act is not applicable then appropriate registration certificates issued by Labour Department, Industries and Commerce Department may be submitted. It should be well established that the multiple units are belonging to the tenderer.
8	a) Proof of Ownership of the machines offered, As required under Section-3, Clause-3.2 “Infrastructure capability requirement”.	Invoice of the purchase of the machinery or declaration by the CA.
9	The tenderer is required to have his own Plant (Land and Building) either by ownership or on lease	A khata certificate and khata extract of the property or Latest Tax paid receipt or Sale deed if the facility is owned or lease agreement if it is taken on lease basis. The lease agreement shall be valid at least up to the contract validity period. The details of the available area should be mentioned in the document.
10	It is essential for the purchaser to know the Address, Phone nos, e-mail id of the contact person to interact during the tender evaluation and after award of the contract depending on the situation.	Appendix-3 , “Details of Bidder”.
11	The tenderer shall submit the Brand names of paper and boards proposed to be used for the execution of the contract as required under clause 1.2.3	Acknowledgement of sample submission.
12	It is required to have clarity on the amount of EMD paid by the tenderer and the number of packages for which it would be sufficient	Declaration for having paid the Bid security (EMD) packagewise and Declaration about the rate of GST included in

	It is essential for the purchaser to know the rate of GST included in the Price quoted to accommodate the tender in case of any changes in the rates of GST or if there is any change in the Govt Policy	the rate quoted as per Appendix-12
13	The bidders shall not form any consortium or collude with each other to participate in this tender. Any Entity which has been barred by any department including the Education Department of Government of Karnataka (GOK), would not be eligible to submit a Proposal.	Appendix - 4 Format for Anti collusion and eligibility certificate.
14	The main business of the Tenderer in the immediately preceding 3 years should be as a printer having their infrastructure in the state of Karnataka.	Appendix-2 , Letter of proposal Appendix-7 Format for statement of experience- to be declared by the tenderer himself.
15	The tenderer shall have made an average annual turnover of at least 50% of the value of the estimates of the packages for which tender is submitted, in the previous 3 financial years ie. 2018-19,2019-20 and 2020-21 Turnover of the bidder shall be certified by his statutory auditor who should mention his name, address and membership number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the Income tax authority or the Commercial Tax authority. The tenderer shall have positive Net worth in all the previous 3 financial years.	Appendix-8
16	To establish that the tenderer is capable of executing contracts of the scale of existing tender, should have executed a single contract with a billing of atleast 30% of the value of the estimates of each package for which tender is submitted during any one of the FYs i.e., 2018-19,2019-20 and 2020-21	The information about highest value of the single contract executed in one of the previous three FYs i.e. 2018-19, 2019-20 and 2020-21 . The information shall be provided as per the format given in Appendix-6
17	The tenderer is expected to possess the infrastructure sufficient to execute the contract. The requirement of machinery has been shown in Clause 3.3 here under.	Appendix-9 duly filled up.

3.3 INFRASTRUCTURE CAPABILITY REQUIREMENTS

Sl no	Category and the Description of the machinery prescribed	Quantity
Pre-Printing machinery		
1	Computer to Plate making plant with processor capable of making plates in the sizes of Double Crown, A-1 and such similar sizes	one unit
Printing machinery		
1	<p>1. Four colour web offset machine with a minimum of 508 mm. cut-off, reel width of 760 mm or more, with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 15,000 cycles per hour.</p> <p style="text-align: center;">(For Package numbers 1,2,3,4,5,7,8,9,10)</p> <p>2. Four colour web offset web offset printing machine with 578/610mm cutoff, loadable with 860 mm width reels with other parameters remaining same instead of the above machine.</p> <p style="text-align: center;">(For package numbers 6 and 11)</p>	<p>one unit</p> <p>one unit</p>
2	Four colour sheet fed CPC offset printing machine with a Sheet size of 485mmX660mm (19"x26") or above capable of printing on Boards of at least 300 GSM.	one unit
Binding and Finishing Machinery		
1	Fully automatic stand alone perfect binding machine of minimum 6 clamps with 2000 cycles per hour OR equivalent production or more <i>(Note: required to achieve a production of at least 15,000 books per shift.)</i>	one unit
2	Fully automatic 3 side cutting machine capable of trimming books of tendered size on 3 sides at a time. <i>(Note: It is essential to trim the books in a three side trimmer to achieve the speed and correct right angles at the corners.)</i>	one unit
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) <i>(Note: Required to cut the Cover Boards etc.)</i>	one unit
4	Offline or inline U.V. varnishing machine , with a minimum feed width of 40 cms	one unit
5	<p>Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute.</p> <p style="text-align: center;">Or</p> <p>Fully Automatic Section sewing machines, capable of sewing at least 20x25 cms books at 100 signatures per minute. (Section sewing machine is Compulsory for the packages 7 to 11)</p>	<p>Three units</p> <p>Two units</p>
Manpower, Factory and Storage Space		
<p>Manpower:</p> <ul style="list-style-type: none"> ➤ The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line. <p>Factory and Storage Space:</p> <ul style="list-style-type: none"> ➤ The plant shall be well planned and is required to be in easily accessible location. ➤ It is expected to be laid out in an area of about 10,000 sq feet to have easy and safe movement of the materials apart from the covered storage space of about 10,000 sq feet for the safe storage of finished goods as well as to stock the paper and for quality checking. 		

Note :

- a. **The Specifications mentioned above are at minimum configurations expected, but Superior Machinery in the similar class is also acceptable. However, decision of the Purchaser in this regard shall be final and binding.** The tenderer may note the variations in requirements for different schedules which have been made to have more participation and more competitive rates.
- b. The cutoff of the web machine has been fixed to ensure that the books can be produced with stipulated sizes without any difficulty. If any printer has a machine with a cut off that can produce double parallel fold etc shall have to establish to the satisfaction of the Purchaser that he can produce the books without compromising on the dimensions.
- c. The bidder should own the required number of printing machines as shown in the above table. Additional Machinery shall be procured if required/ if a necessity arises during the course of production. Infrastructure, viz., minimum space and storage space can be either owned or hired or leased. Where the infrastructure capability/facilities are either hired or leased, the period of hire or lease should be double the period for which performance guarantee is to be furnished by the successful bidder.
- d. Mode of ownership and the period of lease or rent of infrastructure capability should be certified by the Statutory Chartered Accountant of the bidder. A chartered Accountant who issues such a certificate shall mention, in the certificate so issued, his name, address, membership number and the documents he has verified to issue the certificate.
- e. A perfect binding machine with the same output capacity with lesser number of clamps may also be considered. However the number of clamps shall not be less than four. Similarly the Tenderer may offer equivalent or superior machinery of required capacity. However the purchaser will be the final authority to assess the capacity of the machine.
- f. **The section sewing is compulsory for the package nos -7,8,9,10 and 11 and for the other packages it is an alternative to side stitching operation. Generally the section sewing is a costlier operation compared to side stitching. However, the bidders are given the option of section sewing instead of side stitching without any additional weightage for package nos 1 to 6**
- g. Wherever the machine size and capacities be more or less than the prescribed, then the number of machines required will be proportionately more or less than the number prescribed.

3.3.1 The Bidder should provide above information based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

3.4 QUALIFIED BIDDERS

Bidders meeting above qualification Criteria shall be declared as **Qualified Bidders**. The Proposals of only the Qualified Bidders shall be considered for further financial evaluation.

SECTION 4

EVALUATION OF PRICE PROPOSAL

4.1 EVALUATION PARAMETERS

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

- a. Price proposals
- b. The satisfactory completion of the printing and supply of Text Books or any other Books within the time schedule as per any earlier contractual obligations handled in KTBS.

4.2 EVALUATION METHODOLOGY

4.2.1 The financial bid evaluation will be done package wise ;

The rates shall be quoted per page. Unit cost includes the cost of rawmaterials and operations involved for the total production, transportation taxes, duties and insurances.

- The production cost of each title in a Package will be calculated based on the number of copies of text books required to be printed, number of pages present in a title and the rate quoted per page for each title.
- Lowest Rate (L1 Rate) will be determined based on the lowest total cost of production of the required number of copies of all the titles in that package.
- The Bidders shall be ranked based on the lowest quoted price proposal determined as above and the bidder with the lowest package value shall be ranked L1 and other proposals ranked in ascending order.

4.2.2. In case, the Price Bid of any Bidder does not comply with the aforesaid condition, the Purchaser may, at its, own discretion; reject such Proposal as non responsive.

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

- a. Invite fresh Price Bids from such Bidders within time schedule as notified by the Purchaser. **OR**
- b. Consider technical evaluation report and the bidder who has higher Production capacity as assessed by the Purchaser. **OR**
- c. Take any such measure as may be deemed fit in its discretion.

4.2.4 Under the circumstances that any tenderer becomes eligible in more packages than their capacity to execute the contract within the time fixed to complete the project, only such number of packages will be awarded as per their production capacity. Such of the packages which are not awarded to the L1 tenderer shall be allotted to L2 tenderer/any other tenderer who has sufficient production capacity, after negotiating to match with the L1 rates. If L2 tenderer/any other tenderer do not agree for the L1 rates, then the increase in the price shall have to be compensated by the defaulted L1 tenderer. So bidders are requested to quote as per their production capacity.

4.2.5 If any of the packages are left unquoted, then Purchaser may,

- a. Invite fresh Price Bids from qualified Bidders within time schedule as notified by Purchaser,
- OR**
- b. Invite fresh open tenders or take any such measure as may be deemed fit in its discretion.

4.2.6 The **successful Bidder** and **KTBS** shall proceed with finalizing the agreement in accordance with **Clause 2.27**

SECTION 5

GENERAL CONDITIONS OF CONTRACT

5.1 DEFINITIONS

5.1.1 In this Contract, the following terms shall mean and be interpreted as indicated:

The Contract	:	Means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated under reference therein;
The Contract Price	:	Means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
The Contract Period	:	Means the period which the tender connotes;
GCC	:	Means the General Conditions of Contract contained in this section.
SCC	:	Means the Special Conditions of Contract.
The Purchaser	:	Means the Karnataka Textbook society® Karnataka, in short “ the KTBS ”
The Purchaser’s Country	:	Is India and State is Karnataka.
The Supplier	:	The Legal entity belonging to the State of Karnataka declared as successful bidder to supply The tendered materials.
The Government	:	Means the Government of Karnataka.
Day	:	Means calendar day
Tender	:	Means the formal offer made for printing and supply of goods in response to an invitation for tender published / notified
Tender Document	:	Means the set of papers detailing the schedule of works, calendar of events, requirement of goods, technical specifications, procurement criteria and such other particulars, as may be prescribed for evaluation and comparison of tender.
Tender inviting Officer	:	Means the Managing Director of The Karnataka Text Book Society ®, Karnataka.
Tender accepting authority	:	Means the Commissioner for Public Instructions, The Government of Karnataka.
Tender Scrutinizing & Evaluating authority	:	Means Authority as constituted by the Commissioner for Public Instructions, The Government of Karnataka.
Tender Appellate Authority	:	Means the Principal Secretary for Primary and Secondary Education, Government of Karnataka.
Notification of award of Contract	:	Means the intimation in the form of a letter of offer by KTBS to the successful bidder.
LOA	:	Means Letter of acceptance submitted by the successful bidder within the 3 days from the issue of LoO to The Purchaser.
PUE D		Pre University Education Department
Book Depot		It is the place proposed by KTBS to store the PUC text books.

5.2 APPLICATION

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

5.3 STANDARDS

The tendered materials supplied under this contract shall conform to the standards mentioned in the Technical Specifications and where no applicable standard is mentioned, the authoritative standard appropriate to the Said tendered materials will apply.

5.4 USE OF CONTRACT DOCUMENTS AND INFORMATION

5.4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document, pre-press material or information enumerated in GCC Clause 5.4.1 except for purposes of performing the Contract.

5.4.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.4.1 shall remain the property of the Purchaser and shall be returned (in all titles) to the Purchaser on completion of the Supplier's performance under the Contract.

5.4.4 The supplier shall permit the purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the purchaser if so required

5.5 COPY RIGHTS

Director, Department of Pre University Education is the copyright holder for the books prepared at PUED and **Managing Director, Karnataka Text Book Society** is the **copyright holder** for the PUC Textbooks adopted from NCERT.

The Managing Director, The Karnataka Text Book Society® is the **publisher** for all the Text Books printed under this Tender. The Text Books printed under this Tender are to be supplied only to the Publisher. The purchaser indemnifies the supplier against all third-party claims of infringement of copyright, trademark arising from using the I&II PUC Text Books.

The supplier shall print all the text material as per the design provided by the Director, Pre University Education Board or its authorized officers.

The Supplier shall print the name, address and Contact number of his firm / office / organization only on the inner cover page of textbooks with prior approvals.

5.6 PERFORMANCE SECURITY

5.6.1 Within **07 working days** from the issue of LoO, the Supplier shall furnish performance security, as mentioned in 2.28. The performance bank guarantee should be valid covering a period of up to **31st January 2023** and enter into an MOU with KTBS as per the contract form specified in **Appendix-16** of this tender document.

- 5.6.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete any one of its obligations under the Contract.
- 5.6.3** The Performance Security will be discharged by the Purchaser and returned to the Supplier after one month of the completion of Contract Validity, subject to the fulfillment of all performance obligations under the contract.
- 5.6.4** In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract.
- 5.6.5** Failure to submit the performance Security for the period specified above will constitute sufficient ground for cancellation of the contract and forfeiture of the Bid security deposit.

5.7 INSPECTIONS AND TESTS

5.7.1 Methods of Quality Checking

The inspection and tests shall be conducted at the following **three stages** to ensure the timely production and quality of the goods being supplied by the successful tenderers.

1. Pre-Production inspection of the raw materials.

The inspection of the paper and boards procured by the Supplier for the printing of the tendered materials is done to ensure that the said raw materials do comply with the approved specifications.

The paper and Boards procured by the printer will be inspected by the designated officers of the KTBS or a third party agency appointed by the Purchaser for this purpose, in the premises of the printer. The Printer shall inform immediately after receipt of the consignment at their premises to the designated officer of the KTBS or the agency appointed for this purpose and ensure that it is inspected before consuming it for production.

The Inspecting officer shall check for the following parameters against the Invoices. Physical stocks will be inspected when the officers visit the printing press.

- ❖ The Mill name and Brand of the Paper
- ❖ The GSM
- ❖ The reel width/Sheet size
- ❖ No of Reels/tonns received

If the paper procured by the Printer is not matching the specifications of the tender and/or approved Mills / brands mentioned in the work Order. Then it shall be reported to the Managing Director in writing along with relevant documents. In such situations action will be taken to reject the paper before consuming it for printing by the tender inviting authority.

2. The inspection in the production flowline.

The inspection during the production flowline will be executed by the designated officers of the KTBS. It is done to ensure the production progress. The following parameters will be observed during the visits

- ❖ Availability of sufficient papers and boards for uninterrupted production.
- ❖ Production progress.
- ❖ Quality of pinning
- ❖ Quality of Perfect binding
- ❖ Quality of centre pinning
- ❖ Quality of packing

Visit reports shall be submitted to the Managing Director. Based on the reports necessary action will be initiated by tender inviting authority.

3. The pre dispatch quality checking of the goods in the premises of the printer.

Method of quality checking adopted here, is random sampling technique. The sample size is 5%. Accordingly 5% of the books will be tested before despatching in the premises of the supplier.

The DPS has been appointed as the Quality Checking authority for this purpose by the Purchaser. The supplier shall inform the designated officer before dispatching goods. The quality inspection staff designated by the DPS will conduct tests at the point of production at the Godowns of the Printer for the following parameters.

- GSM of the Paper/Board
- Quality of Printing
- Quality of Binding
- Quality of Varnish
- Sizes of the Books
- Only when warranted chemical testing and detailed GSM testing will be conducted.

The tests are for physical parameters only. Quality tests will be done by physical methods.

If the defects are found in more than **10%** of the sample then it will be construed that the lot is defective and it will be rejected. Then it will be the responsibility of the Supplier to conduct testing of the complete lot and then replace the defective books and shall invite the purchaser for the quality inspection.

Wherever it is agreed to accept the stocks with acceptable defects under inevitable situations due to paucity of time etc., the penal clauses as mentioned in **Appendix – 13** are applicable.

5.8 Other Related Conditions

- 5.8.1** The Purchaser or its representative shall have the right to conduct the above inspections
- 5.8.2** If the inspected or tested Tendered materials fail to conform to the specifications, the Purchaser may reject such quantity of tendered materials and the Supplier shall either replace the rejected tendered materials or make necessary alterations to meet specification requirements free of cost to the Purchaser.
- 5.8.3** The Supplier shall compulsorily obtain “Mill Certification” regarding the quality of the paper/boards purchased. “Mill Certification” shall be for the general quality of Paper and more specifically regarding the GSM, Brightness, grade of pulp. The officials of

Karnataka Text Book Society® or persons duly authorized by KTBS shall inspect the progress in Printing, Pinning and Dispatch of tendered materials from time to time. If the bidder /printer fail to provide the necessary information regarding the progress to the authorities, at the time of inspection, KTBS has all the rights to take necessary action against the bidder on the basis of the report by the authorities. In case any materials are found to be defective, they shall be replaced by the Supplier at his own cost.

- 5.8.4** The three levels of inspections are compulsory to ensure the quality levels. Quality certificate will be issued after the final post delivery inspection and only after which the payments will be considered.
The purchaser's right to inspect at point of time, wherever necessary and take appropriate action, at the godowns, in no way be limited or waived by reason of the materials for having been previously inspected, tested and passed by the purchaser or its representative.
- 5.8.5** All the inspections will be carried out by the purchaser or by any one authorized by the Purchaser for this purpose.
- 5.8.6** Nothing in GCC shall in any way release the Supplier from any other obligations under this Contract.
- 5.8.8** Saving all the clauses above and in addition, the Purchaser may appoint a Third party Quality testing & certifying agency viz Director of Printing & Stationery (D.P.S) for assessing the Technical Capability of the Bidder in the first instance and then for certifying the quality of the materials before they are despatched i.e for the third level of quality inspection.

The quality parameters that will be put for testing, tolerance limits, method of Inspection, Sample size etc., are given in **Section-7**.

5.9 OPERATIONAL CHARTS

The Supplier along with the contract shall furnish in advance, Operational Chart which includes;

- program of work
- Time schedule

5.10 PACKING & SUPPLY

- 5.10.1** The Supplier shall provide such packing of the Goods as required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case shall be of convenient in size for handling purpose.
- 5.10.2** **The Supplier shall supply the PUC Text Books in Corrugated Boxes made out of 5 ply flute boards to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. On all the boxes on all 4 sides labels shall be affixed with the details namely- Title of the books, no of books, weight of the box etc.**
- 5.10.3** The Supplier after the satisfactory delivery of tendered materials to the concerned depots

shall obtain due acknowledgement from the Depot Office concerned or his authorized representative and submit the Bills for payment.

- 5.10.4** The materials being tendered in are not covered under SATS and therefore the delivery challans shall be made manually in the prescribed format.

5.11 DELIVERY AND DOCUMENTS

Delivery of the tendered materials shall be made by the Supplier in accordance with the terms specified in the Purchase Order. The details of printing & transportation and other documents to be furnished by the supplier are as specified in Tender Document.

5.12. TRANSPORTATION

Where the Supplier is required under the Contract to transport the tendered materials and conditions shall be specified in the Contract, it shall be arranged by the Supplier and the related cost including insurance, shall be included in the Contract Price.

5.13. PAYMENT

5.13.1 The payment to the supplier shall be made only on seniority basis.

- a) The bills should be submitted at once for each package.
- b) List of Documents to be submitted along with the Bill/invoice which are mandatory to settle the Payment;
 1. Invoice bill in triplicate with GSTIN of the Bidder and KTBS duly mentioned.
 2. Material /Page approval by the program officer for each kind.
 3. Mill certificate in the prescribed format in original along with invoice copies as given in **Appendix -14.**
 4. Acknowledgement of Sample Books submitted as mentioned in GCC clause **5.34 of Section-5.**
 5. Summary of Delivery challans title wise and Depot wise.
 6. Acknowledgement of pre-press materials returned to the concerned program officers as per clause **5.19.4** for final bill.
 7. Title wise Quality certificate issued by DPS or the officers deputed by DPS for this work.

Acknowledgement by the officer incharge of Depot as confirmation of the Supply of books shall be made on the physical Invoices.

5.14. CHANGE ORDERS

The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause make changes within the general scope of the Contract in any one or more of the following;

- a. 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; and/or
- d. Execution time in an extraordinary situation
- e. The Services to be provided by the Supplier.

5.14.(a) PERIOD OF CONTRACT VALIDITY OF TENDER

This tender contract validity is up to **31st December 2022** or till the finalization of the printers for the next academic year for the Puc text books printing and supply work, whichever is earlier. Rates accepted are valid till tender validity period.

Under unavoidable or nonpredictable situations the printers shall have to execute the repeat orders irrespective of the quantities mentioned in the tender.

5.14.(b) INTERPRETATION

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Managing Director of the Karnataka textbook society shall be final and binding.

5.15. CONTRACT AMENDMENTS

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

5.16. ASSIGNMENT

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

5.17. SUBCONTRACTS

Subcontract in printing and supply of textbooks is strictly prohibited.

5.18. DELAYS IN THE SUPPLIER'S PERFORMANCE

5.18.1 Delivery of the tendered materials shall be made by the Supplier in accordance with the time Schedule specified by the Purchaser as per distribution list provided by the purchaser failure to do so will attract liquidity damage as per **Clause 5.19**.

5.18.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the materials, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's reply, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be effected by amendment of the Contract.

5.18.3 Except as provided under GCC Clause 5.23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Penalty/liquidated damages pursuant to GCC Clause 5.19, unless an extension of time is agreed upon pursuant to revision in contract without the application of liquidated damages.

Further at any point of time either before the award of the contract or after, if the Purchaser's evaluation establishes that the Supplier either do not have the capacity to execute the contract in full or in part then the Purchaser has the liberty to withdraw the contract in full or in part and may get it executed from among the other Tenderers or from any other capable Supplier at his discretion without giving any notice to the awardees' of the contract. Under such circumstances the EMD/Performance security of the defaulted Supplier may be forfeited in full or adjusted against any additional cost that may occur in the course of execution of such contract. If the EMD/Performance Security is not sufficient to make up such losses the Supplier shall pay the difference of amount to the Purchaser or otherwise said tenderer will be blacklisted from participation in the future tenders.

5.19. PENALTY FOR THE DELAY, LIQUIDATED DAMAGES & PENALTY FOR DEFECTIVE BOOKS

5.19.1 Penalty for the Delay in Supplies :

If the supplier does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 2% per week for the first 2 weeks, 3% per week for the next 2 weeks and 5% per week thereafter for the delivered price of the delayed goods or unperformed services until completion of supplies, **if the purchaser decides to accept the supplies**. In any event the penalty will be limited up to a maximum deduction of **10% of the total Contract Price**. However the purchaser reserves the right to cancel the contract at any time after completion of the schedule delivery period, after duly assessing the situation. This will not deprive the purchaser from initiating action as per tender clause 5.19.7.

For imposition of penalty etc. Part of the week will be considered as one week.

5.19.2 Liquidated damages for the Delay in Supplies:

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 may claim liquidated damages, after assessment of the same.

5.19.3 Liquidity damages for dummy approval

If the bidders deviate from the number of pages printed in excess of approved dummy. Then the Payment will be restricted to as per dummy approval only. Any deviation from the approved number of pages for any of the technical reasons shall have to be made only with the prior approval pages.

5.19.4 Returning of Pre-press materials:

The bidder should safely return all the original pre-press materials in good condition before submission of final bill. The final bill will not be processed until the acknowledgement is produced for returning the pre-press materials.

5.19.5 Penalty for defective materials and quality deviations.

If any manufacturing defect is found or any report in this regard is received from anywhere. The Supplier shall have to replace such defective materials within 15 days and will have to bear the cost of replacement. **However the purchaser** reserves the right to use the materials with minor defects that serve the overall objectives. When it is decided to utilize defective goods for whatever reason, the purchaser will impose the penalty for any quality deviations as defined in **Appendix - 13**.

5.19.6 While Calculating penalty in case of default, or violation of any conditions of this tender total cost of a particular package including transportation and insurance cost will be taken into consideration and penalty will be imposed.

5.19.7 Time schedule

Printing and Supply of materials to specified destinations should be completed within **Thirty days** from the next date of **issue of the Purchase order or date of CD (Soft Copy of the printing material inclusive of text and Cover) issued whichever is later** including Pre-Printing Activities. The Supplier is also bound by the conditions of the Purchaser and shall submit the progress in the modes as required by the Purchaser. Herein, non-compliance shall be construed as breach of contract terms.

Time Schedule for Pre-Printing, Printing, Binding, Packing and Distribution of Tended materials;

Sl. no.	Timeline	Activities/Responsibilities of Printer
1	Within 02 days after issuing Purchase order	Collection of CD's from PUE
	Within 02 days from the next Date of issue of CD	Dummy to be submitted to PUE
	Within 05 days from the submission of dummy's	Collection of approved Dummy's from PUE
2	15th day from the next date of issue of CD	90% of production to be completed and atleast 70% should be despatched
3	25th day from the next date of issue of CD	100% of production to be completed and atleast 95% should be despatched
4	30th day from the next date of issue of CD	All Tended materials should reaches 34 District Depots.

Note:

- In the instances where any printer do not collect CD's (Soft Copies) within 2 days from the next date of issue of purchase order the execution time will be considered from the next date of issue of purchase order.
- Production Work means including Printing, Binding and Packing.
- The Transportation shall be effected as and when sufficient number materials are ready depending on the convenience of the printer.
- The PUE will approve the Dummy within **5 days** from the date of submission.
- The Distribution list will be given to the printers along with the Work Order.
- The Price lists will be given to the supplier within 10 days from the date of issue of Work Order.
- The supplier should adhere to the time schedule specified in the contract. Since it is a time bound process. Otherwise Purchaser reserves the right to terminate the contract, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

The purchaser reserves the right to withdraw **50%** of the contract if the supplier does not complete **90%** of quantum of total contract on **15th** day from the date of **issue of the Purchase order or date of CD issued whichever is later** including Pre-Printing Activities, without issuing any prior notice. Such withdrawn work from the default supplier will be given to L2 tenderer or any other Supplier who has the capability to execute the work and the difference in cost if any will be recovered from the default supplier. **However this will not provide any immunity for the defaulted supplier from any other penal action.**

Also for the Printers who happen to default even after **15th day** then non started quantity of work would be withdrawn after analysis of the quantity of paper already procured, printed, capacity available, balance of the workload etc.,

5.19.8 In the event of violation of Clause **5.16** and **5.30**, the performance security submitted by the Successful Bidder will be forfeited.

5.20 TERMINATION FOR DEFAULT

- 5.20.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- c. if the Supplier fails to deliver any or all of the Books within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or,
- d. if the Supplier fails to perform any other obligation(s) under the Contract, or,
- e. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

- 5.20.2** In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 5.22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, nalikali materials or similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar nalikali materials. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

5.20 FORCE MAJEURE

- 5.21.1** Notwithstanding the provisions of GCC Clauses 5.18, 5.19, 5.20, 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

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

- 5.21.3** If a **Force Majeure** situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof through e-mail **within 24 hours of such events. The email communication shall be followed by report with documentary evidence to be sent to the Managing director KTBS within 3 days** from the date of occurrence of such event. 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 extent and shall seek all reasonable alternative means for effective performance of the contract in time. Not prevented by the **Force Majeure** event.

- 5.20.4** The price quoted by the bidder and accepted by the purchaser shall remain fixed and

firm during the delay in performance or extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the supplier in the tender.

5.21 TERMINATION FOR INSOLVENCY

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

5.22 TERMINATION FOR CONVENIENCE

5.22.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

5.22.2 The Tendered materials that are complete and ready for transport within **15** days after the Supplier's receipt notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Tendered materials, 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 Tendered materials and for materials previously procured by the Supplier

5.23 RESOLUTION OF DISPUTES

5.23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract

5.23.2 If, after **thirty (30) days** the parties fail to resolve their dispute or difference by such consultations, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

5.23.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of Tendered materials or such similar materials under the contract.

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

5.23.5 Notwithstanding to any reference to arbitration herein;

- (a)** The parties shall continue to perform their respective obligations under the contract unless they otherwise agree, and,
- (b)** The purchaser shall pay the supplier any money due, to their supply.

5.24 LIMITATION OF LIABILITY

Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 5.5

- (a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damage to the purchaser; and this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and,
- (b) The aggregate liability of the supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price.

5.25 GOVERNING LANGUAGE

The contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

5.26 APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the State of Karnataka. And any disputes shall only be addressed at the jurisdictional courts located in Bengaluru.

5.27 NOTICES

- 5.27.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or email and confirmed in writing to the other Party's address specified in Tender document.
- 5.27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.28 TAXES AND DUTIES

Suppliers shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, etc., incurred until delivery of the contracted materials to the Purchaser and the rate quoted in the e procurement portal shall include all the above costs.

5.29 IMPLEMENTATION OF THE CONTRACT

The Supplier, immediately after receiving the purchase order should begin the process for implementation of the Contract. Purchaser should collect pre press approvals from PUE, purchasing printing paper, board and other materials at his own cost and bearing entire investment from printing to transportation. The Supplier further agrees to get quality testing from the Purchaser. The work relating to supply of Tendered materials should be implemented by the Supplier as per the implementation schedule. The purchaser may at his discretion extend the above time schedule if he desires so. However, supplier cannot claim this as matter of right.

The successful bidders should give their acceptance of the Execution schedule in the agreement. The entire work of printing and supply should be completed *within Thirty days* from the next date of **issue of the Purchase order or date of CD issued whichever is later** including Pre-Printing Activities.

5.30 ASSIGNING OF TENDER IN WHOLE OR PART

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

5.31 GENERAL POINTS TO BE OBSERVED

5.31.1 The Supplier should execute an undertaking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids (**Appendix - 12**)

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

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

5.31.4 The total quantities of Tendered materials to be printed are subject to variation during the course of Contract period.

5.32 DISCRIPTION OF PACKAGES

5.32.1 The materials are grouped under **11 packages**, the details are shown in schedule of requirements i.e., in **Section-9**.

5.33 BARRING OF SELLING TENDERED MATERIALS IN THE MARKET

The Supplier shall not sell any of the tendered materials in whatever mode and he shall supply the entire quantity of materials, only to the purchaser and he is not permitted to sell or reproduce the content/materials in open market. Failing to adhere to this clause shall lead to legal action against the supplier and also shall be liable for blacklisting.

5.34 SAMPLE COPIES

Supplier shall supply **25 books to PUE and 5 books as sample copies to** The Managing Director, Karnataka textbook society®.Failing which, bill shall not be processed and it is treated as breach of Contract terms.

5.35 APPROVAL FOR PRINTING

5.35.1 The successful bidder will be given soft copy of the content of the book to be printed as per the package allotted to them. The bidder shall take all the necessary action to prepare the dummy books. Two copies of dummy book should be presented to the concerned officer. The dummy books should be in the size, colour as mentioned in **Section-9**. The cover page should be presented along with the dummy copies (properly pasted). In the inner cover text the content given in the soft copy and printer details has to be printed properly. The printer has to enter the package number, printer name and date on dummy books. Incomplete dummies are not received for approval from KTBS. **Prepress materials shall be issued and approved by the officer authorized by the Director, PUE.** Maximum number of dummy given is 2*2times.

5.36 LIMITATIONS FOR TENDERERS

The Supplier shall not;

- a.** Publish or sell or translate, tendered material published by the Karnataka textbookSociety®.
- b.** Insert any advertisement on any charts in any form.
- c.** Employ child labour for printing, Pinning, packing and supply of tendered material.

SECTION 6

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the **General Conditions of Contract**. The corresponding clause number of the General Conditions is indicated in parentheses, wherever applicable.

6.1 DEFINITIONS (GCC CLAUSE 5.1)

As per GCC clause 5.1

6.2 INSPECTION AND TESTS (GCC CLAUSE 5.7)

6.2.1 Place of Inspection and manufacturer of Paper

Inspection of Paper and Boards for the printing **may** be carried out by the Purchaser or an authorized third party quality testing and certifying agency appointed by the Society in the mill premises of the manufacturer.

The Pre-production inspection will be carried out at the godown of the printers the officials authorised by the Managing Director, Karnataka Text Book Society®.

The reel width of the paper purchased shall not be of less than 76 cms for 1/4th crown size and 86 cms for the sizes of 1/4th demmy and 1/8th demmy as per the specifications mentioned in **Section-7** of this tender document. The copy of the invoices shall be submitted to the Purchaser on regular basis. Other modes of quality monitoring and testing will be as explained in **Section- 5**.

6.2.2 The Managing Director, KTBS is empowered to test the quality through an independent third party agency as specified in various clauses and take such action as deems fit, if quality of tendered materials falls below the prescribed standards.

6.2.3 The work relating to supply of tendered materials should be executed without any delay as per the implementation schedule mentioned in this document.

6.2.4 The Purchaser reserves the right to depute authorized representatives from his office for the supervision and inspection at the time of implementation of the contract. The supplier should submit periodical progress report to the purchaser regarding the implementation of the contract.

6.2.6 The supplier should supply Tendered materials by using good quality material strictly in accordance with the samples submitted along with qualification Bid. If any defect in the material comes to the notice of the purchaser after the supply to the schools, the same will have to be replaced by the supplier at his own expense within 15 days of notification of such defects.

6.2.7 If the contract is not executed within the stipulated period as per implementation schedule the Purchaser reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the supplier in this regard.

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

- 6.2.9** The supplier shall supply tendered materials strictly as per the prescribed quality paper, Book size, colours, specifications etc to the depots as prescribed by the purchaser. He should comply with all the tests specified by the purchaser or any other Officer authorized for this purpose, satisfactorily.
- 6.2.10** Prices quoted by the Tenderer shall be fixed during the Tenderers performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22. **However, any increase in the statutory levies will be compensated by the purchaser. Similarly any reduction shall be to the credit of the purchaser.**

6.3 DELIVERY AND DOCUMENTS (GCC CLAUSE 5.11)

Upon despatch of the materials the supplier shall notify the purchaser and the insurance company by fax / e-mail / letter, the full details of the transport including contact number, vehicle receipt number and date, description of materials, quantity, name of the consignee etc. It is the total responsibility of the Supplier to insure the materials and to make all arrangements to safe transport of the same in good condition. The purchaser will not take up any responsibility for the damages, losses, thefts, accidents that would occur before the goods reach the godowns and are taken in to stock.

6.4 PAYMENT (GCC Clause 5.13)

- 6.4.1** The Supplier's request(s) rate applicable and GST amount claimed for payment shall be made to the Purchaser in writing, accompanied by an invoice describing class, item, number of copies delivered, and by related documents, submitted pursuant to GCC Clause 5.10, 5.11 & 5.13 and upon fulfillment of other obligations stipulated in the contract including the original delivery Challan copy.

Use **70 GSM** and above quality paper for Delivery challans and shall be in **Pink colour**. Use Prescribed format for delivery challans and shall be printed legibly, hand written DC's are not accepted for the payment. Submit DC's with Signature, Seal of the receiving authority with Date i.e. depot officer for having received title wise number of Books in good condition. DC's without Original Seal and Signature of the concerned shall not be considered for payments under any circumstances.

- 6.4.2** Payments shall be made by the Purchaser, after submission of the invoice claim by the Supplier duly enclosing the **Dated Acknowledgement with seal and signature of the receiver** in the prescribed Delivery Challan format on seniority basis. The invoices/bills shall always be submitted along with the documents as mentioned in GCC clause 5.13.1(f) within **30 calender days** wherever applicable Taxes and other levies shall be deducted at source.

6.5 SETTLEMENT OF DISPUTES (GCC CLAUSE 5.23)

- 6.5.1** In case of Dispute or difference arising between the Purchaser and Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

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

6.5.3 The decision of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be as determined by the Arbitrator and paid equally by the parties to the arbitration. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party themselves.

6.6 NOTICES (GCC CLAUSE 5.27)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

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

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

6.7 PROGRESS OF SUPPLY

Supplier shall regularly intimate progress of supply, in writing to the Purchaser on a weekly basis in the form and manner as may be stipulated by the Purchaser.

- Paper/Boards procurement invoices to the Purchaser;
- Title wise Production progress.
- Title wise pre dispatch Quality check information
- Probable Date of completion of entire contracted work.

If any printer fails to update the progress as per the purchaser requirement will be viewed seriously.

6.8 SUPPLIER INTEGRITY

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

6.9 SUPPLIER'S OBLIGATIONS

6.9.1 The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

6.9.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

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

- 6.9.4** The Supplier will treat as confidential, all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.
- 6.9.5** The supplier should safely return all the Original pre-press materials in good condition to the purchaser or he will be penalized as per tender clause 5.19.4

SECTION 7

SEPECIFICATIONS OF RAW MATERIALS

The following quality parameters with tolerance limits are required to be strictly adhered to by the Suppliers; The itemwise material details are mentioned in the Schedule of requirements.

Raw Materials

1. Art Board

The Printer shall use both sides coated Art Boards with the following specifications.

Sl. no	Properties	Requirement	Reference
1	GSM	300 GSM (+/- 5 GSM)	
2	Bulk Minimum cc/g	0.86 (+/- 0.03)	
3	Tear Factor or	MD- minimum 45 minutes CD – minimum 50 minutes	
4	Burst Index, Kpa.m ² /g	0.9 minimum	
5	Brightness (Minimum) %	85 (+/- 1%)	
6	Cobb, max avg	30 (+/-5)	
7	Gloss	65 (+/-5)	
8	Colour	White	
9	Type of Board	Type-A Virgin	IS 1848:1991

2. Paper: The Paper shall be Maplitho with the following specifications

Sl.No	Properties	Requirement	Reference
1	GSM	70 GSM (+/- 1 gsm)	
2	Breaking Length MD/CD (minimum)	3800 (+/-) 200 / 1800(+/-) 200	IS 1848:1991
2	Brightness (Minimum) %	85 (+/-2)	-do-
3	Opacity (Minimum)	85 (+/-2)	-do-
4	Cobb, max average	28 (+/-2)	-do-
5	Wax pick	No. 10A Clear	-do-
6	Smoothness ml/min, (Bendsten) (maximum)	200(max)- Top (1 st side) 250(max)- Wire (2 nd side)	-do- -do-
8	Colour	White	
9	Type of Paper	Type-A, Virgin pulp	IS 1848:1991

Note : Paper shall be of A-Grade from reputed mills and made out of 100% Virgin Pulp and shall not contain any recycled pulp or mechanical pulp exceeding 20% .

3. Ink

The Supplier shall use only branded inks and other chemicals.

4. Printing Plates

The Supplier shall use only branded printing plates. Only soft copies are provided by the purchaser. The plate making shall be by CTP method and only good quality and branded chemicals shall be used for the making of plates.

5. U.V. Varnish:

The varnish for the outer cover shall be UV cured and shall be minimum of 3 gsm

Book size

The print area to be as per design given.

The trimmed Book size shall be as per schedule of requirements with a tolerance of 1mm of each cutting side.

Printing Quality

1. Printing shall be good, having uniform inking of sufficient depth.
2. There shall be no aberration of colours. In other words colour registration shall be flawless.
3. The texts shall be strong, legible and readable.
4. The printed illustrations shall be clearly well defined.
5. The prints shall be free from defects like setoff, smudging, tilting, miss-register, scrumming, slur, ragged print, light and dark shades etc.,
6. The text must have balanced margin in each page as per the design provided.
7. The tendered materials should be in conformity with the approved dummy.

Binding quality and Specifications;

Binding shall ensure good appearance, Proper Cutting, proper Cover adhesion, good Page strength, no Cavity Spines, no Concave spine, no Adhesive running in, no Chip out at the head etc. The Binding Process shall be executed as mentioned here under;

Sl.No	No. of Text Pages**	Method of Binding
1	Equal to or less than 128	Center pinning
2	Between 129 and 272	Side pinning + perfect Binding.
3	Above 272 pages	Section sewing and Perfect Binding

** No., of Text Pages - excluding Cover pages

Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case shall be of convenient in size for handling purpose.

The Supplier shall be required to pack the books in a corrugated box made out of 5 ply corrugated boards made out of atleast 100 gsm kraft paper. Each corrugated box shall be affixed with a label providing the details of the contents as mentioned in **Clause 5.10.2**.

Method of quality Checking

The quality checking will be in 3 levels as explained in **Clause 5.7**, of **Section - 5**

SECTION - 8

SCHEDULE OF PLACE OF DELIVERY

The tendered materials have to be supplied to the depot located within the state. The actual number of Text Books to be supplied to the delivery points and the complete addresses of the Delivery points shall be provided as “**Distribution List**” along with the Purchase Order.

Sl.No	Delivery points
1	Bengaluru North
2	Bengaluru South
3	Bengaluru Rural
4	Ramanagara
5	Chikkaballapura
6	Kolara
7	Madhugiri
8	Tumakuru
9	ChamarajaNagara
10	Musuru
11	Mandya
12	Udupi
13	Dakshina Kannada
14	Kodagu
15	Davanagere
16	Chitradurga
17	Chikkamagaluru
18	Shivamogga
19	Hassana
20	Havery
21	Gadag
22	Dharwad
23	Chikkodi
24	Belagavi
25	Bagalakote
26	Vijayapura
27	Sirsi
28	Uttata Kannada
29	Yadgiri
30	Kalburgi
31	Koppala
32	Raichuru
33	Bidar
34	Bellary

SECTION-9

SCHEDULE OF REQUIREMENTS

Schedule of Requirement for the Print and Supply of I & II PUC Textbooks for the academic year 2021-22 and 2022-23

Text page : 70GSM Maplitho

Cover page : 300 GSM Art board

Sl no	Pkg	Class	Subject	Medium	Code	Approximate quantity	Size in cm	Colour	Approx., Pages	Approx., Total pages	Estimated unit rate per page	Estimated package value	EMD
1	1	II PUC	Psychology	K	2PSTB32K	91	18*24	4	262	23,842	1.8535	44,191	2,00,000
2	1	II PUC	Logic	K	2LTB23K	160	18*24	2	124	19,840	1.8954	37,605	
3	1	II PUC	Logic	E	2LTB23E	160	18*24	2	132	21,120	1.8909	39,936	
4	1	II PUC	Arabic Work Book	A	2AWB11	200	18*24	2	144	28,800	1.8823	54,210	
5	1	I PUC	Sociology	E	1SOTB28E	13,142	18*24	2	244	3,206,648	0.1882	603,491	
6	1	II PUC	Political Science	E	2PSTB29E	15,255	18*24	2	268	4,088,340	0.1840	752,255	
7	1	II PUC	History	E	2HTB21E	22,705	18*24	2	258	5,857,890	0.1822	1,067,308	
8	1	II PUC	Hindi	H	2HTB03	27,754	18*24	2	206	5,717,324	0.1850	1,057,705	
9	1	I PUC	Sociology	K	1SOTB28K	33,235	18*24	2	228	7,577,580	0.1825	1,382,908	
10	1	II PUC	Micro Economics Introduction-1	E	2ETBP122E	44,595	18*24	2	116	5,173,020	0.1961	1,014,429	
11	1	II PUC	Macro Economics Introduction-2	K	2ETBP222K	56,344	18*24	2	144	8,113,536	0.1923	1,560,233	
12	1	II PUC	Micro Economics Introduction-1	K	2ETBP122K	56,748	18*24	2	148	8,398,704	0.1924	1,615,911	
13	1	II PUC	Macro Economics Introduction-2	E	2ETBP222E	66,358	18*24	2	124	8,228,392	0.1915	1,575,737	
Package-1-Total						336,747				56,455,036		10,805,918	
14	2	II PUC	Tamil	T	2TTB04	64	18*24	4	224	14,336	1.8596	26,659	2,00,000
15	2	I PUC	Logic	K	1LTB23K	128	18*24	1	106	13,568	0.8352	11,332	

16	2	II PUC	Education	K	2EDTB52K	10,161	18*24	2	230	2,337,030	0.1929	450,813	
17	2	I PUC	Geography	K	1GTB24K	12,188	18*24	4	212	2,583,856	0.2206	569,999	
18	2	II PUC	Hindi Work Book	H	2HWB03	21,022	18*24	1	126	2,648,772	0.1878	497,439	
19	2	II PUC	Political Science	K	2PSTB29K	41,436	18*24	2	260	10,773,360	0.1788	1,926,277	
20	2	II PUC	Business Studies -2	K	2BSTBP227K	52,505	18*24	2	200	10,501,000	0.1836	1,927,984	
21	2	I PUC	Economics: Indian Economic Developments-1	E	1ETBP122E	52,830	18*24	2	218	11,516,940	0.1814	2,089,173	
22	2	I PUC	Economics: Economical Statistics-2	E	1ETBP222E	60,480	18*24	2	148	8,951,040	0.1922	1,720,390	
23	2	II PUC	Kannada Work Book	K	2KWB01	102,484	18*24	2	84	8,608,656	0.2257	1,942,974	
Package-2-Total						353,298				57,948,558		11,163,039	
24	3	II PUC	Geology	E	2GETB37E	50	18*24	4	138	6,900	1.8966	13,087	
25	3	I PUC	Logic	E	1LTB23E	100	18*24	1	106	10,600	1.9096	20,242	
26	3	I PUC	Political Science	E	1PSTB29E	6,119	18*24	2	224	1,370,656	0.2023	277,284	
27	3	I PUC	Sanskrit	K	1STB09	8,180	18*24	2	228	1,865,040	0.1971	367,599	
28	3	II PUC	Business Studies -1	E	2BSTBP127E	9,435	18*24	2	244	2,302,140	0.1927	443,622	
29	3	II PUC	Business Studies-2	E	2BSTBP227E	11,065	18*24	2	148	1,637,620	0.2049	335,548	
30	3	I PUC	Political Science	K	1PSTB29K	54,904	18*24	2	228	12,518,112	0.1806	2,260,771	
31	3	II PUC	History	K	2HTB21K	80,336	18*24	4	244	19,601,984	0.1968	3,857,670	
32	3	I PUC	Accountancy-2	E	1ATBP230E	90,214	18*24	2	196	17,681,944	0.1831	3,237,564	
33	3	I PUC	Kannada Work Book	K	1KWB01	151,955	18*24	2	116	17,626,780	0.1931	3,403,731	
Package-3-Total						412,358				74,621,776		14,217,119	
34	4	I PUC	Hindustani Music	E	1HMTB26E	50	18*24	1	106	5,300	0.8437	4,472	2,00,063
35	4	II PUC	Hindustani Music	E	2HMTB26E	50	18*24	1	100	5,000	0.8508	4,254	
36	4	I PUC	Hindi Work Book	H	1HWB03	2,384	18*24	2	148	352,832	0.2619	92,407	
37	4	I PUC	Geography	E	1GTB24E	2,651	18*24	4	208	551,408	0.3026	166,856	
38	4	II PUC	Sanskrit	S	2STB09	2,867	18*24	2	222	636,474	0.2306	146,771	
39	4	I PUC	Education	K	1EDTB52K	3,858	18*24	2	244	941,352	0.2161	203,426	
40	4	II PUC	Accountancy-1	E	2ATBP130E	83,890	18*24	2	268	22,482,520	0.1760	3,956,924	
41	4	II PUC	Kannada	K	2KTB01	112,511	18*24	2	220	24,752,420	0.1795	4,443,059	
42	4	II PUC	English Work Book	E	2EWB02	164,560	18*24	2	136	22,380,160	0.1930	4,319,371	

Package-4-Total							372,821				72,107,466		13,337,539	
43	5	I PUC	Geology	E	1GETB37E	50	18*24	1	130	6,500	0.8300	5,395	2,39,993	
44	5	II PUC	Hindustani Music	K	2HMTB26K	50	18*24	1	108	5,400	0.8611	4,650		
45	5	I PUC	Hidustani Music	K	1HMTB26K	50	18*24	1	98	4,900	0.8749	4,287		
46	5	I PUC	Psychology	K	1PSTB32K	238	18*24	1	248	59,024	0.7822	46,169		
47	5	II PUC	Urdu	U	2UTB08	246	18*24	1	240	59,040	0.7835	46,258		
48	5	II PUC	Education	E	2EDTB52E	538	18*24	2	234	125,892	0.7846	98,775		
49	5	I PUC	Education	E	1EDTB52E	710	18*24	1	228	161,880	0.7859	127,221		
50	5	I PUC	Urdu Work Book	K	1UWB08	3,294	18*24	1	84	276,696	0.2411	66,711		
51	5	II PUC	Urdu Work Book	U	2UWB08	3,348	18*24	2	102	341,496	0.2518	85,989		
52	5	II PUC	English	E	2ETB02	143,397	18*24	2	176	25,237,872	0.1845	4,656,387		
53	5	I PUC	English	E	1ETB02	184,756	18*24	2	164	30,299,984	0.1871	5,669,127		
54	5	I PUC	English Work Book	E	1EWB02	189,440	18*24	2	144	27,279,360	0.1902	5,188,534		
Package-5-Total							526,117				83,858,044		15,999,503	
55	6	I PUC	Arabic	A	1ATB11	89	14*21	1	218	19,402	0.4317	8,376	3,48,407	
56	6	II PUC	Optional Kannada	K	2OKTB16	2,951	14*21	1	166	489,866	0.1535	75,194		
57	6	I PUC	Urdu Text Book	K	1UTB08	3,112	14*21	2	212	659,744	0.1501	99,028		
58	6	I PUC	Hindi	H	1HTB03	19,875	14*21	2	228	4,531,500	0.1246	564,625		
59	6	I PUC	Physics-1	E	1PTBP133E	63,430	21*28	2	252	15,984,360	0.2198	3,513,362		
60	6	I PUC	Chemistry-2	E	1CTBP134E	73,459	21*28	4	180	13,222,620	0.2520	3,332,100		
61	6	II PUC	Physics -2	E	2PTBP233E	74,742	21*28	2	236	17,639,112	0.2211	3,900,008		
62	6	II PUC	Chemistry -2	E	2CTBP134E	74,770	21*28	4	200	14,954,000	0.2481	3,710,087		
63	6	I PUC	Physics-2	E	1PTBP233E	75,791	21*28	2	196	14,855,036	0.2269	3,370,608		
64	6	I PUC	Kannada	K	1KTB01	159,738	14*21	2	244	38,976,072	0.1194	4,653,743		
Package-6-Total							547,957				121331712		23,227,131	
65	7	I PUC	Basic Maths	E	1BMTB75E	2,315	18*24	2	498	1,152,870	0.2461	283,721	1,64,329	
66	7	II PUC	Basic Maths	E	2BMTB75E	3,052	18*24	2	710	2,166,920	0.2270	491,891		
67	7	I PUC	Statictes	E	1STTB31E	12,212	18*24	2	434	5,300,008	0.1972	1,045,162		
68	7	II PUC	Computer Science	E	2CSTB41E	32,229	18*24	4	484	15,598,836	0.2097	3,271,076		
69	7	II PUC	Business Studies -1	K	2BSTBP127K	52,948	18*24	2	308	16,307,984	0.1916	3,124,610		
Package-7-Total							102,756				40,526,618			8,216,459
70	8	II PUC	Sociology	E	2SOTB28E	10,978	18*24	4	332	3,644,696	0.2291	835,000	1,80,372	

71	8	II PUC	Geography	K	2GTB24E	11,351	18*24	2	370	4,199,870	0.1998	839,134				
72	8	II PUC	Statistics	E	2STTB31E	13,584	18*24	2	468	6,357,312	0.1951	1,240,312				
73	8	II PUC	Sociology	K	2SOTB28K	30,280	18*24	2	306	9,265,680	0.1940	1,797,542				
74	8	I PUC	Business Studies-1	E	1BSTB27E	31,839	18*24	1	328	10,443,192	0.1846	1,927,813				
75	8	I PUC	Business Studies	K	1BSTB27K	32,930	18*24	2	380	12,513,400	0.1901	2,378,797				
Package-8-Total						130,962				46,424,150		9,018,598				
76	9	II PUC	Home Science	E	2HSTB67E	57	18*24	4	288	16,416	1.8634	30,590		2,00,000		
77	9	I PUC	Psychology	E	1PSTB32E	95	18*24	1	292	27,740	0.7921	21,973			2,00,000	
78	9	I PUC	Computer Science	E	1CSTB41E	38,144	18*24	2	548	20,902,912	0.1871	3,910,935				2,00,000
79	9	II PUC	Mathametic -1	E	2MTBP135E	74,190	18*24	2	304	22,553,760	0.1896	4,276,193				
80	9	II PUC	Accountancy-2	E	2ATBP230E	76,145	18*24	2	300	22,843,500	0.1902	4,344,834	2,00,000			
Package-9-Total						188,631				66,344,328		12,584,524		2,64,654		
81	10	I PUC	Home Science	E	1HSTB67E	220	18*24	2	298	65,560	1.8628	122,125			2,64,654	
82	10	II PUC	Geography	E	2GTB24K	1,415	18*24	4	348	492,420	0.3979	195,934				2,64,654
83	10	II PUC	Mathametic -2	E	2MTBP235E	74,194	18*24	2	352	26,116,288	0.1881	4,912,474				
84	10	I PUC	Mathematics	E	1MTB35E	77,249	18*24	2	500	38,624,500	0.1859	7,180,295	2,64,654			
85	10	I PUC	Accountancy-1	E	1ATBP130E	83,482	18*24	2	332	27,716,024	0.1888	5,232,785		2,64,654		
Package-10-Total						236,560				93,014,792		17,643,613			4,04,292	
86	11	I PUC	Tamil	T	1TTB04	50	14*21	1	276	13,800	0.4426	6,108				4,04,292
87	11	II PUC	Biology	E	2BTBP36E	59,272	21*28	4	300	17,781,600	0.2545	4,525,417				
88	11	I PUC	Biology	E	1BTB36E	61,663	21*28	4	364	22,445,332	0.2514	5,642,756	4,04,292			
89	11	II PUC	Chemistry -1	E	2CTBP134E	67,896	21*28	4	308	20,911,968	0.2543	5,317,913		4,04,292		
90	11	II PUC	Physics -1	E	2PTBP133E	74,784	21*28	2	332	24,828,288	0.2299	5,708,023			4,04,292	
91	11	I PUC	Chemistry-1	E	1CTBP134E	80,632	21*28	4	280	22,576,960	0.2548	5,752,609				4,04,292
Package-11-Total						344,297				108,557,948		26,952,828				
Tender - Grand total						3552504				821,190,428		163,166,272	26,15,367			

NOTE:

For the convenience of production and general machine configurations A-4 is considered as 21x28 cms and 1/4th crown as 18.3x24.5 cms

APPENDIX - 1

Format for Power of Attorney for Signing of Proposal (On stamp paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, we..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Implementation of printing and supply of tendered material to to supplier as per the distribution points given by the purchaser within Karnataka for the **Academic year 2021-22 and 2022-23**, including signing and submission of all documents and providing information / responses to KTBS, representing us in all matters before KTBS, and generally dealing with KTBS in all matters in connection with our bid for the said Project.

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

For

.....

.....

(Signature)

.....

(Name, Designation and Address)

Accepted

.....

(Signature)

.....

(Name, Designation and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX - 2

Format for Letter of Proposal (On the Letter head of the Bidder)

Date

To,

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

Sir,

**Re : Execution of printing and supply of tendered material to Depots Located within
Karnataka.**

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

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

We confirm that our Proposal is valid for a period of **90 days** from..... (Proposal Due Date)

Yours faithfully,

(Signature of the Authorized Signatory of Bidder)
(Name and designation of the Authorized Signatory of Bidder)

APPENDIX - 3

Details of Bidder

1. Name :
2. Address of the office(s) :
3. Printing press Address (Place of production) :
4. Date of incorporation and/or commencement of business :
5. GST Registration No :
6. Service Tax Registration No :
7. Factory License Number :
8. ESI Account Number(if any) :
9. EPF Account Number(if any) :
10. PAN Number :
11. Brief description of the Legal Entity including details of its main lines of business.
12. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
 - a. Name :
 - b. Designation :
 - c. Legal Entity :
 - d. Address :
 - e. Telephone Number :
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :
13. Details of individual (s) who will serve as the point of contact / communication with The Karnataka Textbook Society® :
 - a. Name :
 - b. Designation :
 - c. Legal Entity :
 - d. Address :
 - e. Telephone Number:
 - f. Fax Number :
 - g. Mobile Number :
 - h. E-Mail Address :
14. Details of Coordinator for prepress approvals

APPENDIX - 4

Format for Anti-Collusion & Eligibility Certificate (On the Letterhead of the Bidder)

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

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

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

Dated this..... Day of, 2021

.....
(Name of the Bidder)

(Signature of the Authorized Person)

(Name and designation of the Authorized Person)

APPENDIX - 5

Format for Performance Bank Guarantee (To be issued by a Nationalized / Scheduled Bank in India)

B.G.No..... datedThis Deed of Guarantee executed atby..... (Name of Bank) having its Head/Registered office at..... (Herein after referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favor of, The Managing Director, The Karnataka Textbook Society(R), (hereinafter referred to as “The Karnataka Textbook Society(R)”) having its office at No.4, DSERT Building,100 Ft Ring Road, Hosakerehalli cross, BSK III Stage, Bengaluru - 560 085, Karnataka State, India, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

1. M/s..... a Legal Entity having its registered office at..... (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid implementation of printing and supply of tendered material to as mentioned in **Section-8** of this tender.
2. In terms of **Clause 2.28** of the Tender Document datedissued in respect of the Project, the Bidder is required to furnish to The Karnataka Text book Society(R) an unconditional and irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as Performance Security and ----- as an additional performance security for the Package Number.....

The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- A. The Guarantor, as primary obligor shall, without demur, pay to The Karnataka Text book Society(R) Bengaluru an amount not exceeding Rs.....(Rupees.....only), within 5 days of receipt of a written demand from The Karnataka Text book Society(R) calling upon the Guarantor to pay the said amount.
- B. Any such demand made on the Guarantor by The Karnataka Text book Society(R) Bengaluru shall be conclusive and absolute as regards the forfeiture of Bid security and the amount due and payable by the Guarantor under this Guarantee.
- C. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of The Karnataka Text book Society(R) Bengaluru is disputed by the Bidder or not.
- D. This Guarantee shall be irrevocable and remain in full force up to **31st January 2023** or for such extended period as may be mutually agreed between The Karnataka Text book Society(R), Bengaluru and the bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- E. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

- F. In order to give full effect to this Guarantee, The Karnataka Text book Society(R), Bengaluru, shall be entitled to treat the Guarantor as Principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement /non exercise/delayed exercise of any of its rights by The Karnataka Text book Society(R), Bengaluru to the Bidder and the Guarantor shall not be relieved from the its obligation under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of The Karnataka Text book Society(R) to the bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- G. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under.....
- H. The Guarantor is obliged to liquidate the bank guarantee and remit the same to the guarantee's bank account immediately with a written communication from the guarantee even on the e-mail communication.

Note:-Bank contact such as contact person, contact number and banks official e-mail ID should be provided.

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

Signed and delivered by..... bank
 By the hand of Mr/Mrs.....
 It's and authorized official.

APPENDIX - 6

Format to establish minimum billing clause to be provided in the tenderer's letter head

Information to Establish Minimum Billing Condition

Sl no	Package No for which tendered	Estimated Package Value	Supporting PO number	Supporting Invoice Numbers	Value of Invoice

Seal and Signature of the bidder

APPENDIX - 7

FORMAT FOR STATEMENT OF EXPERIENCE

Name of the Firm.....

Financial Year from 2018-19, 2019-20 and 2020-21

Sl. No	Year	Order placed by (Full address of Purchaser)	Order No & Date	Description & quantity of ordered books	Value of order	Date of Completion of delivery		Remarks Indicating reasons for late delivery if any	Has the supply been satisfactory
						As per Contract	Actual		
Completed works to the extent of 50% of the value of the estimates of the packages for which tender is submitted									
On hand works still going on (Full details shall be provided if required a separate additional document shall be submitted with details of Printing impressions, Binding particulars, Paper and Boards required etc.)									

Signature and Seal of the bidder

Note:

1. The value of the orders mentioned above shall be not less than the 50% of the value of the packages for which tender has been submitted.
2. Mention all the works on hand clearly.
3. Purchase order copies are not required.

APPENDIX - 8

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

Date

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

Rs. In lakhs					
SI No	Particulars	2018-19	2019-20	2020-21	Avg. of 3 yrs
1	Annual Turnover				
2	Net Worth				

Signature and seal of Statutory Auditor

Name

Membership No

Address

Instructions:

For the purpose of this Certification:

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

Net Worth = Assets – Liabilities.

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

APPENDIX - 9

Format for Infrastructural Capabilities

Sl no	Category and the Description of the machinery prescribed	Quantity	Machinery/Other requirements offered by the printer	Quantity Offered	Production capacity per hour.(no.of pages/no.of books)
Pre-Printing machinery					
1	Computer to Plate making plant with processor capable of making plates in the sizes of Double Crown, A-1 and such similar sizes	one unit			
Printing machinery					
1	Four colour web offset machine with a minimum of 508 mm. cut-off, reel width of 760 mm or more, with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 15,000 cycles per hour. (For Package Nos., 1,2,3,4,5,7,8,9 and 10) Four colour web offset web offset printing machine with 578/610mm cutoff, loadable with 860 mm width reels with other parameters remaining same instead of the above machine. (For package numbers 6 and 11)	one unit			
2	Four colour sheet fed CPC offset printing machine with a Sheet size of 485mmX660mm (19"x26") or above capable of printing on Boards of at least 300 GSM.	one unit			
Binding and Finishing Machinery					
1	Fully automatic stand alone perfect binding machine of minimum 6 clamps with 2000 cycles per hour OR equivalent production or more (Note: required to achieve a production of at least 15,000 books per shift.)	one unit			
2	Fully automatic 3 side cutting machine capable of trimming books of tendered sizes on 3 sides at a time. (Note: It is essential to trim the books in a	one unit			

	three side trimmer to achieve the speed and correct right angles at the corners.)				
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) (Note: Required to cut the Cover Boards etc.)	one unit			
4	Offline or inline U.V. varnishing machine , with a minimum feed width of 40 cms	one unit			
5	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute. Or	Three units			
	Fully Automatic Section sewing machines, capable of sewing at least 20x25 cms books at 100 signatures per minute. (Section sewing machine is Compulsory for the packages 7,8,9,10 and 11)	Two units			
Manpower, Factory and Storage Space					
Manpower: <ul style="list-style-type: none"> ➤ The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line. Factory and Storage Space: <ul style="list-style-type: none"> ➤ The plant shall be well planned and is required to be in easily accessible location. ➤ It is expected to be laid out in an area of about 10,000 sq feet to have easy and safe movement of the materials apart from the covered storage space of about 10,000 sq feet for the safe storage of finished goods as well as to stock the paper and for quality checking. 					

Signature
(Name and designation of signatory)

APPENDIX - 10

Bidder Declaration regarding production capacity and responsibilities (On the Letter Head)

I Represents..... (firm name)Here by declare that

1. I can print impressions in the size ofin one Shift on Sheet fed offset machines.
2. I can print impressions withpages in each impression in one Shift on Web Offset machines
3. Our Shift hours areper Shift.
4. We operate.....Shifts per day.
5. I can produce and supplyno of packages within **30 days** from the next date of purchase order or CD (containing the soft copies of content etc.) issued by **Purchaser** whichever is later.
6. I agree to submit dummy as per the time schedule mentioned in the tender document and get approvals from the concerned officer in charge as mentioned in time schedule.
7. I adhere to the Specifications,Time Schedule mentioned in the tender document
8. We hereby confirm that, we will complete the printing and supply of tendered materials within the scheduled time given in the tender document for the academic year **2021-22 and 2022-23** without any delay and complaints.
9. **Even we are adhering to complete the project before the execution time fixed in the tender/work order, in an extraordinary situations.**
10. In case if I/We fail to print/supply the given tendered materials within the prescribed time period and adhere to the quality parameter set out. I/We shall pay the penalty according to the terms and conditions of the tender and we are bound by the same in all respects.
11. We abide by all the conditions mentioned in the tender document and addenda issued and received by us if any.

Bidder
Authorized Signatory

APPENDIX – 12

(BIDDERS DECLARATION ON BIDDER'S LETTER HEAD)

No:

DATE:

TO WHOM SO EVER IT MAY CONCERN

I/We.....hereby declare that I/We have fully read the tender document dated.....and have understood the contents and the meaning of all the terms and conditions.

I/We hereby declare that we have applied for the following packages only as per our capability and as per the **clause 2.3.2** of the tender document. Details of quoted package and other informations are mentioned hereunder.

Sl.No	Quoted Package Nos.,	Package Value	EMD Prescribed	EMD Paid

Declaration

1. I have quoted ----- packages as per my production capacity.
2. Rate of GST included in the price proposal is at the rate of----- %

CONDITIONS:

1. If our bid is accepted, we will abide by the stipulated Terms and Conditions set out in the document in supplying Text Books to the respective Block Educational Offices situated within the state of Karnataka.
2. If our bid is accepted we will furnish Performance Bank Guarantee and other security deposits applicable as per tender conditions separately for each package as per terms.
3. We agree to abide for bid validity of 90 days after the tender due date.
4. We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988".
5. We understand that you are not bound to accept a lowest offer that you may receive.
6. The bidder cannot add additional preference in contra to the tender condition 2.3.2

Dated this day of 2021

Signature

(Name and address of the Tenderer with seal)
(In the capacity of _____ duly authorized to sign the Tender for and on behalf of)

Tender / Bid Validity:

The bid is valid for a period of 90 days from the last date of submission of Tender.

Dated this _____ day of _____ 2021

Signature:
(Name and Address of the Tenderer with Seal)

(In the Capacity of :.....
Duly authorized to sign the Tender for and on behalf of

Yours faithfully,

(Authorized Signatory)
Company / Firm seal should be affixed.

(Authorized Signatory)
Company / Firm seal should be affixed.

APPENDIX – 13

Penalty for Quality deviations (Negative)

Penalty for deviation in the quality of Paper

Sl. No	Property	Specification	Penalty
1	Substance	70 GSM +/- 1GSM	For a reduction of every 1% or a fraction of it up to a maximum of 3% a penalty of 3% of the value of the “Lot” (for every deviation of 1% or fraction of 1%)

Penalty for deviation in 300 GSM Art Board

Sl.No	Property	Specification	Penalty percentage on total order value
1	Gloss	Minimum 65 (+/-5)	Each 5 unit reduction up to 10 units i.e up to 65%, 1 % of the value of the lot.
2	Substance	300 GSM +/- 5 GSM	For every 1% reduction in the GSM excluding tolerance provided a penalty of 0.5 % of the value of the lot.

Penalty for deviation in Printing Quality

Sl.No	Defect	Penalty
1	Miss registration with readability and understandable pictures	5% of the value of the lot
2	Inking, Legibility, Offsetting, smudging, tilting, scumming, slur, ragged printing, non uniformity in ink	5% of the value of the lot

Penalty for deviation in Size of the book:

Sl.No	Defect	Penalty
1	Any change in the size reduction will be quantified in to the reduction in total weight of the paper and the penalty will be charged accordingly. The maximum acceptable change is 3 mm. only. Books which are beyond this limit will be categorically rejected.	Two times the value of the cost of the reduction in weight of the paper*

Penalty for deviation in Binding Quality:

Sl.No	Defect	Penalty
1	Cross cutting a maximum of 3 mm. and only if no text matter is cut	5% of the value of the lot
2	Rough cutting	1% of the value of the lot
3	Improper cover adhesion, Cavity spines, Chip out at the edges	2% of the value of the lot
4	Non pinning (perfect binding without doing side pinning)	5% of the value of the lot
5	Single pinning(perfect binding with single side pinning)	2.5% of the value of the lot
6	Improper section sewing	Two times of the value of the estimated rates made by purchaser on a Lot.
7	Pages peeling off, No adhesive running found upto third level inspection.	Outright rejection of the lot

Penalty for deviation in Quality of the Varnish

Sl.No	Defect	Penalty
1	If the defects found at third level of inspection <ul style="list-style-type: none">➤ UV not done➤ UV not done properly	The lot will be categorically rejected.
2	If the same defects found at fourth level	Two times of the value of the estimated rates made by purchaser ,on a Lot.

If any negative deviations in quality which are not defined in **Appendix-13** or anywhere in the document, but found at any levels, penalty will be imposed as per the decision made in Technical committee or at the descretion of the purchaser.

Note:

1. The difference of paper required as per standard size and the reduced size will be calculated arithmetically and considered for the penalty. In case Negative deviation found over and above the tolerance limits in such cases penalty will be calculated for the reduction in size without considering tolerance limit.
2. The LOT means the quantity offered by the Supplier for inspection. This varies from Title to Title and also the ordered quantity.
3. Any deviation over and above the tolerance limits is highly discouraged. However, under inevitable circumstances if the books are accepted with the deviations at the descretion of the Purchaser and the penalties will be levied at the the above mentioned rates it will not give immunity for imposing penalty.
4. Apart from such levies the Purchaser may also consider to blacklist such suppliers.
5. The Purchaser is the final authority to assess the deviations and their extent.
6. It is not a right of the Supplier to demand for acceptance of the defective lots.
7. The sample quantity is generally 5% of the lot. At third level, the lot may be accepted with the above penalty or the supplier may be advised to replace the LOT.
8. The lots with any negative deviation beyond the above mentioned limits will be categorically rejected up to third level of inspections.
9. If books with any negative deviation beyond the above mentioned limits are found, then the penalty will be imposed at the above mentioned rates or as per the descretion of the purchaser.
10. Any of the technical and manufacturing defects which have not been listed above will attract penalty based on technical and financial assesment by the designated committee.

APPENDIX - 14

(THIS CERTIFICATE SHOULD BE PRINTED IN MILL'S LETTER HEAD ONLY)

No:

DATE:

CERTIFICATE OF PROCUREMENT

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s Has procured MTS of A-Grade Maplitho ____GSM white Paper, Artboard-----GSM having a following specification, vide our Invoice Nos: Dated for the purpose of Printing of PUC Textbooks for the academic year **2021-22 and 2022-23** as per the Tender awarded by KTBS vide its Purchase Order No: Dated

Sl. No.	PERTICULARS	SPECIFICATION
1	Paper/Board - GSM	Ex; Maplitho 70GSM / Art board 300GSM
	As mentioned in Section-7	

Signature with seal of
Authorized person of the Paper Mill/Dealer

Note:-

- 1) This certificate should only be signed and the same should be uploaded in the e-procurement portal.
- 2) There is no need to fill this document while submitting the tender.
- 3) This is only a acceptance of the format from the bidder.

APPENDIX - 15

PACKAGE NO:

FORMAT OF DELIVARY CHALLAN

NAME & ADDRESS OF THE BIDDER

DC No:

Date:

To,
THE MANAGING DIRECTOR,
KARNATAKA TEXT BOOK SOCIETY,
#4, OUTER RING ROAD,
BANASHANKARI 3RD STAGE,
BENGALURU-560 085

GSTIN:- 29AABAT3059Q1ZS

Point of Delivery

Book Store

District

Ref : Work Order No:

Date:

This is only an Example

Sl.No	Title Name	No of Books Ordered	Number of books in a Box	No of Books supplied	Total No of Books Received	Balance Books yet to be received
1	Physics	100	50 Books * 2Boxes	100	100	
2	Chemistry	100	50 Books * 2Boxes	100	100	
3	Mathematics	100	50 Books * 2Boxes	100	100	
4	Biology	100	50 Books * 2Boxes	100	100	
Total						

Certified that the above Textbooks have been received in good condition and taken to stock

Signature of:

Person In-Charge

Full Name:.....

Date:

Mobile No:.....

Note:

1. Challan will be printed in A4 Size only for maintaining the uniformity.
2. Number of Textbooks received by the Depots/Person in Charge has to be written in their own handwriting legibly.

Signature & Stamp of:

Representative of Supplier:

Full Name:.....

Date:

Mobile No:.....

APPENDIX - 16

CONTRACT FORM

(To be executed on Rs. 200/- Stamp Paper or of applicable value)

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

BETWEEN

The Managing Director, The Karnataka Textbook Society®, Government of Karnataka, (“KTBS”), having its office at No.4, DSERT Building, 100 Ft ring Road, BSK III Stage, Bengaluru - 560 085, Karnataka State, India (hereinafter referred to as “**PURCHASER**”) which expression shall unless repugnant to the context include the successors and assigns), on the one part,

AND

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

WHEREAS,

KTBS, floated a Tender to print and supply, **tendered** materials in **sale category to 34 District Depots as per the Purchaser request** and has accepted the Tender submitted by the Supplier for the printing and supply of those **tendered** materials for a sum of Rs.____ (Rupees only) (hereinafter called “The Contract Price”).

After evaluating the proposals, KTBS, has accepted the proposal submitted by M/s. _____ and issued to such **Successful Bidder** a Letter of Offer No. _____ Dated _____.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a) The Tender Form and the Price Schedule submitted by the Tenderer
 - b) The Schedule of requirements
 - c) The Technical Specifications
 - d) The General Conditions of Contract
 - e) The Special Conditions of Contract, and
 - f) The Letter of Offer.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby **covenants** with the Purchaser to print and supply of **tendered** materials and to remedy defects therein in conformity in all respects with the provisions of contract.
4. The Purchaser hereby **covenants** to pay the Supplier in consideration of the printing & supply of **tendered** materials 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 **tendered** materials which shall be supplied by the Supplier are as follows:

S/no	Class	Title	Colour	Size	printing pages	Quantity	Agreed Unit rate	Agreed amount

Total Value: Rs. _____ (Rupees _____ only)

Delivery Schedule : **30 days as per Clause 5.19.7 of Section 5**

Performance Security : **5% of the awarded package value**

Other applicable Security deposits : -----

Agreement validity : **31st December 2022**

5. Assigning of Contract Agreement in whole or part

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

6. Supplier agrees to supply the entire quantity of **tendered material** printed within the time specified in the tender document, to the Karnataka Text Books Society ® and no **tendered material** shall be sold, translate or any portion reproduced in the open market. He further agrees that failing to adhere to this clause shall attract penal provisions and invite blacklisting of Supplier.

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of : _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of : _____

–Sd/–

Managing Director
Karnataka Text Book Society
Bengaluru