



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 2020-21

Goods Contract Tender  
**2020-21**

Managing Director ,  
Karnataka Text Book Society ®  
No. 4, DSERT Building, 100 Feet Ring Road,  
Hosakerehalli, Banashankari 3<sup>rd</sup> Stage, Bengaluru-560 085  
**Phone: 080 – 26422238, 26422245, Fax: 26421299, e-mail: mdklbs.tender@gmail.com**  
**website: www.schooleducation.kar.nic.in**  
**e-procurement portal : https://eproc.karnataka.gov.in**  
**help line : 080-25501216 / 080-25501227**

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# SECTION 1



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

Phone: 080 – 26422238, 26422245,  
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e-mail id : mdkpbs.tender@gmail.com  
No: A6.KTBS.PUC-18/2019-20

No. 4, DSERT Building, 100 Feet Ring Road  
Hosakerehalli, Banashankari 3<sup>rd</sup> Stage  
Bengaluru – 560085  
Dated: 13/03/2020

## 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 States of Karnataka, Maharashtra, Andhra Pradesh, Telangana, Tamil Nadu, Puducherry, Kerala & Goa to print and supply of the Goods as detailed hereunder.

**Particulars of the Goods** : Text Books required for the 1<sup>st</sup> and 2<sup>nd</sup> year PUC classes for the academic year 2020-21

Package Numbers	Package Value	EMD in Lakhs
1	20,857,040	3.13
2	13,774,548	2.1
3	14,740,212	2.21
4	15,173,808	2.28
5	11,460,320	2
6	19,269,024	2.89
7	16,607,384	2.49
8	16,779,120	2.52
9	17,062,520	2.56
10	14,485,360	2.17
11	14,905,428	2.24
12	16,205,640	2.43
13	15,722,192	2.36
<b>Total</b>	<b>207,042,596</b>	<b>31</b>

- Detailed tender document is available in the e-portal and also published for reference in the KTBS website [www.ktbs.kar.nic.in](http://www.ktbs.kar.nic.in).
- E-procurement portal address : <https://eproc.karnataka.gov.in>

➤ **Portal Help line** : **080-46010000/ 080-22631200**

- The detailed specifications and other requirements are explained in Section-9 of this tender document.
- The last date for submission of Tender is **28/03/2020 before 17.30 hrs.** The pre-qualification bids (Technical bid) will be opened online on **30/03/2020 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.

Managing Director  
Karnataka Text Book Society

## BID SCHEDULE



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

### BID SCHEDULE FOR THE PRINTING AND SUPPLY OF PUC TEXT BOOKS (Two Bid system)

Sl. No	Particulars	Schedule
1	Bid Reference	<b>Notification No: A6.KTBS.PUC-18/2019-20, dated : 13/03/2020</b>
2	Online Availability of Bid Document	<b>13-03-2020</b>
3	Bidding document available on the site till	28-03-2020, 17.30 hrs
4	<b>Time and date to submit the Samples of Paper and Board</b>	<b>From 13-3-2020 to till 1:30 PM on 28-03-2020</b>
5	<b>Last Date for submission of Bids</b>	<b>28/03/2020, 17.30 hrs</b>
6	Pre bid meeting	<b>19/03/2020, 11.00 hrs</b>
7	Time and Date of opening : <b>Technical Bid</b> <b>Financial Bid</b>	<b>30/03/2020 , 10.00 hrs</b> <b>On or after 03-04-2020, 10.00 hrs</b>
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.
- In the event of the date specified for bid submission and opening being declared as a holiday for Karnataka Textbook Society, opening of bids will be on the following working day at the scheduled time.
- The opening of financial bid date mentioned above is only tentative actual bid will be opened only after finalization of technical evaluation.

## 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 1<sup>st</sup> and 2<sup>nd</sup> PUC students for the **academic year 2020-21**. The books are required to be supplied to the Book Depots located in Bengaluru, Mysuru, Dharwada and Kalaburagi. 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 **31<sup>ST</sup> December 2020**. Rates accepted are valid till tender validity period.

### SCOPE OF WORK

- The successful bidder is responsible for the production and delivery to the Book Depots located in Bengaluru, Mysuru, Dharwada and Kalaburagi 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.
- About **Ten lakhs** children are studying in 1<sup>st</sup> and 2<sup>nd</sup> PUC classes in about – Colleges in Karnataka. The tendered materials are to fullfill the requirements of these students.
- 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 all 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 The tender is for the Text Books required for sale to the students of 1<sup>st</sup> and 2<sup>nd</sup> PUC classes for the academic year 2020-21.
- 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** of this document.
- 1.1.4 Upon satisfactory completion of the printing and supply of Tender 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 (two Bids) 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-portal.

#### **Technical Bid**

- Earnest money deposit (EMD) as per Section-1 tender notification.  
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.
- Sample papers 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 the closing date of the Tender as explained in clause 1.2.3. Non submission of sample papers will lead to rejection of the bid.  
Submission of sample papers 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 samples of paper and Boards proposed to be used for the materials tendered as per the condition at para 1.2 and as detailed in clause no 1.2.3.

These samples 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. If the purchaser feel further testing is required then the samples shall be tested in the inhouse Lab or from any third party agency Lab.

Atleast one sample of the tenderer requires to be approved. If no sample of the printer is approved then the tender will be rejected. All tenderers will be free to use the brands of Papers/Boards that would be finally approved.

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 two brands of Boards, preferably from different mills, to the Assistant Director (Administration), Karnataka text Book Society as per clause 1.2.1. **The sample size shall be atleast 50 A-4 sheets.** These samples are to be packed in separate covers neatly packed and duly indicating the following on the sealed cover and on all the samples:

- name and address of the tenderer
- The manufacturers name
- Brand

**And 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**

In the e-procurement portal <https://eproc.karnataka.gov.in>



**1.3.1** All subsequent notifications, changes and amendments on the 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 **28-03-2020**, before **17.30hrs**.

**1.5 OFFICIAL COMMUNICATION FROM KTBS**

- The official communication from KTBS to the bidders will be through post, courier, or 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`** belonging to any of the States of Karnataka, Maharashtra, Andhra Pradesh, Telangana, Tamil Nadu, Puducherry, Kerala and Goa.
- 2.1.2** **The Printer** means an entity with the prescribed eligibility who is engaged in the business print production and who has a Minimum of 3 years experience in printing and supply of books and whose production facility is located in any of the States of Karnataka, Maharashtra, Andhra Pradesh, Telangana, Tamil Nadu, Puducherry, Kerala & Goa.
- 2.1.3** The legal entity should possess Technical facilities of the required standards to fulfill the requirements of the tender.

#### 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 70 titles and are grouped in to 13 packages**. A bidder can quote for any number of packages, but however the number of packages depending on their available spare capacity during the contract period. **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 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 only 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 are 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-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 website.

- 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 tender notification. The Bid Security shall be kept for **at least 90 days**. The EMD shall be paid for each package as prescribed.
- 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 L.O.A 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

- 2.9.1 Bidder should upload the scanned copies of the following documents in the e-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.

Sl.No.	File Name	Document description
1	Constitution of the tenderer	<ul style="list-style-type: none"> <li>• A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation,</li> <li>• A Partnership Firm shall submit Partnership Deed.</li> <li>• A ownership firm shall provide Proof of Ownership of a Printing Press like SSI certificate issued by the Industries &amp; Commerce or GST etc wherein the constitution of the Business is mentioned</li> </ul>
2	GST Registration	GST Registration Certificate.
3	Annual VAT/GST Returns	Annual VAT/GST returns filed for the preceding three years i.e. for the years 2016-17, 2017-18 and 2018-19.
4	Latest GST Returns	Latest GST returns filed.
5	PAN	PAN Certificate.
6	IT Returns	Acknowledgement of IT returns filed for the preceding three financial years i.e. for 2016-17, 2017-18 and 2018-19.
7	Factory Registration Certificate	Registration certificate Under Factories Act Which is Valid and Renewed up to date. <b>(If this certificate is in any language other than English/Kannada then translated English version should be uploaded)</b> <b>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.</b>
8	Ownerhsip/Tenancy of premises	Copy of Khata Certificate and also Khata Extract <b>or</b> Latest Tax paid receipt <b>or</b> Sale Deed <b>or</b> Lease agreement in support of <b>ownership / Tenancy</b> of infrastructure facilities like building , Go-down etc.,
9	Rate of GST	Declaration about the rate of GST included in the price proposal.
10	Proof of machinery Ownership	Invoices for having purchased the machinery offered or declaration by the CA
11	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., 2016-17, 2017-18 & 2018-19, as required under clause 3.2(SI No. 18) of section 3. The format is shown in Appendix-6
12	Audited Financial Statements	Audited annual financial statements of the Bidder for the last three (3) completed financial years i.e., 2016-17, 2017-18 & 2018-19 As required under clause 3.2 of Section-3.
13	Submission of Samples	Acknowledgement for having submitted the samples of Paper and Boards
14	Appendix - 1	Power of Attorney, authorizing the signatory of the Proposal to commit on behalf of the Bidder
15	Appendix - 2	Letter of Proposal
16	Appendix - 3	Details of Bidder

17	Appendix - 4	Anti-Collusion Certificate
18	Appendix - 7	Statement of Experience
19	Appendix - 8	Statutory Auditor's Certification of Financial Capability or A declaration as mentioned in the Clause 3.3 (SI No 18) of Section 3.
20	Appendix - 9	Qualification Proposal to establish infrastructural capability
21	Appendix - 10	Bidder declaration regarding his capacity and responsibilities.
22	Appendix -11	Format for undertaking of work completion.
23	Appendix -12	Declaration by the bidder for having read and accepted the tender document and the package details.
24	Declarations	<b>Declaration about the acceptance for Appendix-5, Appendix-13, Appendix-14, Appendix-15 and Appendix-16.</b>

## 2.10 PRICE PROPOSAL

- 2.10.1**
- a) Price Proposal is required to be submitted online in the formats available in the e-portal.
  - b) The bidders can quote their lowest price per page for each title, which shall include the costs of all raw materials, operations like printing, binding, packing, transportation and taxes/duties/Insurance etc. and shall be in INR rounded off to last 4 digits.
  - c) The rates quoted in the e-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:

- 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-portal in the provided formats only. Scanned copies of the same shall be uploaded where ever sought.
- 2.14.2** The e-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 Samples of Paper and Board 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 taken which is 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-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-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 thereof 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 Acceptance (LOA) 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 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 a **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 separately for all the packages which may be allotted to the successful bidder **within 07 days** from issue of Letter of Acceptance (LOA) . The performance security shall be valid till **31<sup>st</sup> january 2021**.
- 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 have a legally registered organization and its Constitution should be clearly defined.	<ul style="list-style-type: none"><li>• A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation.</li><li>• A Partnership Firm shall submit Partnership Deed or registration certificate to that effect.</li><li>• 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</li></ul>
2	The tenderer shall possess a valid GST registration as statutory requirement	GST registration Certificate
3	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 January-2020 or later or for the quarter ending December-2019.
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 VAT/GST returns as per law atleast for the immediate 3 preceding financial years	Annual VAT/GST returns filed for the financial years i.e. <b>2016-17, 2017-18 and 2018-19.</b>
5	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.

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. <b>2016-17, 2017-18 and 2018-19</b>
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) 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”. b). The factory is expected to be laid out in an area of about 10,000 sft with an additional storage space of about 10,000 sft	Invoice of the purchase of the machinery or declaration by the CA. Khata extract or lease agreement or Sale deed or any other official document where the area of the facility is mentioned.
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.	<b>Appendix-3, “Details of Bidder”.</b>
11	The tenderer shall submit the samples 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) and its value, package wise in the bidders Letter head.

13	<p>The bidders shall not form any consortium or collude with each other to participate in this tender.</p> <p>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.</p>	<p><b>Appendix - 4</b> Format for Anti collusion and eligibility certificate.</p>
14	<p>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</p>	<p>Declaration about the rate of GST included in the rate quoted in the bidders Letter head.</p>
16	<p>The main business of the Tenderer in the immediately preceding 3 years should be as a printer having their infrastructure in any of the states of Karnataka, Maharashtra, Andhra Pradesh, Telangana, Tamil Nadu, Puducherry, Kerala and Goa. Registration. The</p>	<p><b>Appendix-2</b>, Letter of proposal <b>Appendix-7</b> Format for statement of experience- to be declared by the tenderer himself.</p>
17	<p>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. 2016-17, 2017-18 &amp; 2018-19.</p> <p>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.</p> <p>The tenderer shall have positive Net worth in all the previous 3 financial years ie. <b>2016-17, 2017-18 &amp; 2018-19.</b></p>	<p><b>Appendix-8</b></p>
18	<p>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 <b>30%</b> of the value of the estimates of each package for which tender is submitted during any one of the FYs i.e., 2016-17 , 2017-18 &amp; 2018-19.</p>	<p>The information about highest value of the single contract executed in the previous three FYs i.e. <b>2016-17, 2017-18 &amp; 2018-19. The information shall be provided as per the format given in Appendix-6</b></p>
19	<p>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.</p>	<p><b>Appendix-9</b> duly filled up.</p>

### 3.3 INFRASTRUCTURE CAPABILITY REQUIREMENTS

Sl no	Category and the Description of the machinery prescribed	Quantity
<b>Pre-Printing machinery</b>		
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
<b>Printing machinery</b>		
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;"><b>(For Package numbers 2,3,4,7,8,9,10,11,12,13)</b></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;"><b>(For package numbers 1, 5 and 6 )</b></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 220 GSM.	one unit
<b>Binding and Finishing Machinery</b>		
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 crown 1/4 <sup>th</sup> 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 style="text-align: center;"><b>(For Package numbers From 5 to 13)</b></p> <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;"><b>Or</b></p> <p>Fully Automatic Section sewing machines, capable of sewing at least 20x25 cms books at 100 signatures per minute.</p> <p style="text-align: center;"><b>(Section sewing machine is Compulsory for the packages 1 to 4)</b></p>	<p>Three units</p> <p>Two units</p>
<b>Manpower, Factory and Storage Space</b>		
<p><b>Manpower:</b></p> <ul style="list-style-type: none"> <li>➤ The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.</li> </ul> <p><b>Factory and Storage Space:</b></p> <ul style="list-style-type: none"> <li>➤ The plant shall be well planned and is required to be in easily accessible location.</li> <li>➤ 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.</li> </ul>		

## **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. In the table above, the bidder should own the required number of printing machines. 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 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.
- 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 information regarding the above 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.

#### EVALUATION METHODOLOGY

- 4.2.1
- a. The evaluation shall be made packagewise
  - b. The rates shall be quoted per set in each of the items in a package as provided in the e-portal. The total production cost of each package will be calculated and the L-1 will be evaluated irrespective of the individual quotes.
  - c. The tenderer shall quote for all the items in each package.
- 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  
**OR**
  - b. Purchaser Consider 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 available, only such number of packages will be awarded as per their production capacity. The other packages will be offered to the L-2 bidder or any other tenderer of this tender to execute at the evaluated L-1 rate. In case the other tenderers do not agree to execute at the L-1 rate the difference of rate shall be compensated by the L-1 tenderer.
- 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.
- 4.2.5 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:

<b>The Contract</b>	:	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;
<b>The Contract Price</b>	:	Means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
<b>The Contract Period</b>	:	Means the period which the tender connotes;
<b>GCC</b>	:	Means the General Conditions of Contract contained in this section.
<b>SCC</b>	:	Means the Special Conditions of Contract.
<b>The Purchaser</b>	:	Means the Karnataka Textbook society® Karnataka, in short “ the <b>KTBS</b> ”
<b>The Purchaser’s Country</b>	:	Is India and State is Karnataka.
<b>The Supplier</b>	:	The Legal entity belonging to any of the States of Karnataka, Maharashtra, Andhra Pradesh, Telangana, Tamil Nadu, Puducherry, Kerala and Goa declared as successful bidder to supply The tendered materials.
<b>The Government</b>	:	Means the Government of Karnataka.
<b>Block Education offices</b>	:	Means an authority to which the places scheduled for supply of Tendered materials.
<b>Day</b>	:	Means calendar day
<b>Tender</b>	:	Means the formal offer made for printing and supply of goods in response to an invitation for tender published / notified
<b>Tender Document</b>	:	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.
<b>Tender inviting Officer</b>	:	Means the Managing Director of The Karnataka Text Book Society ®, Karnataka.
<b>Tender accepting authority</b>	:	Means the Commissioner for Public Instructions, The Government of Karnataka.
<b>Tender Scrutinizing &amp; Evaluating authority</b>	:	Means Authority as constituted by the Commissioner for Public Instructions, The Government of Karnataka.
<b>Tender Appellate</b>	:	Means the Principal Secretary for Primary and Secondary Education,

<b>Authority</b>		Government of Karnataka.
<b>Notification of award of Contract</b>	:	Means the intimation in the form of a letter of acceptance by KTBS to the successful bidder. Acceptance by the successful bidder within 03 days notified period of time from the date of its issue will constitute the formation of Contract.
<b>LOA</b>	:	Means Letter of acceptance.
<b>PUE D</b>		Pre University Education Department
<b>Book Depot</b>		It is the place where the PUC text books are stored and are at 4 places namely – Bengaluru, Mysuru, Dharawada, Kalaburagi

## 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** is the **copyright holder** for all the PUC Text Books tendered in this tender notification. The Managing Director, The Karnataka Text Book Society® is the **publisher** for Text Books printed under this Tender. The Text Books printed under this Tender are to be supplied only to the Publisher, viz., The Managing Director, The Karnataka Text Book Society. 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 MD KTBS 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** days of issue of the LOA, the Supplier shall furnish performance security, as mentioned in 2.28. The performance bank guarantee should be valid covering a period of up to **31<sup>st</sup> January-2021** 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 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 Invoice and Physical stocks

- ❖ The Mill name and Brand of the Paper
- ❖ The GSM
- ❖ The reel width and sheet size
- ❖ No of Reels /quantity of Boards received

If the paper/Boards received by the Printer is not as per the specifications of the tender or if it is not from the Mill approved or mentioned in the Work Order then it shall categorically be rejected by the Inspecting Officer.

*The inspection report shall be submitted by the Inspecting Officer to the Managing Director.*

## **2. The inspection in the production flowline.**

The inspection during the production will be executed by the designated officers of the KTBS or a third party agency specifically appointed for this purpose by the KTBS. It is done to ensure that prescribed quality materials only are used and machines that are in good condition are adopted and the manpower engaged has the required technical skills. The following parameters will be tested;

- GSM of the Paper and Boards used
- The Machinery being used
- The width of the reel and cut off of the formes
- Quality of pinning
- Quality of binding
- Quality of packing

## **3. Post Delivery inspection at the Godowns of the Purchaser.**

Method of quality checking adopted here, is random sampling technique. The sample size is **5% of the Lot. Here the Lot means the quantity received in the Godown of a particular Title.** Accordingly **5%** of the books will be put for quality testing before they are sold to the market.

The quality checking will be done by the Officers of the KTBS or DPS who would be appointed as the Quality Checking authority for this purpose by the Purchaser. The Depot officials shall inform the designated officer by messaging over mobile or by email or both. Hard copy of the same may follow. The quality inspection staff designated for this purpose will conduct tests for the following parameters.

- Quality of Printing
- Quality of Binding
- Quality of Varnish
- Sizes of the Tendered materials
- Only when warranted chemical testing and detailed GSM testing will be conducted.

It is done by visual and measuring 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 extra ordinary 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 of the printing & supply of the Nalicali materials to the Purchaser.

## **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 or 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 as under**

- 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.

Acknowledgement by the officer incharge of Depot as confirmation of the Supply of books shall be made on the Invoices. Failure to comply the above will lead to withholding of payments and cancellation of seniority for payment. The post delivery quality inspection report shall be got done by the respective Depot officers from the designated officers and shall submit the same along with the Bills duly certified.

*The final bills will be settled after the receipt of the Post Delivery inspection reports.*

### **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. the Services to be provided by the Supplier.

**5.14.(a) PERIOD OF CONTRACT VALIDITY OF TENDER**

This tender contract validity is up to **31<sup>st</sup> December 2020**. Rates quoted or accepted rates are valid for tender validity period.

Though the KTBS has made all efforts to arrive at accurate requirements there may be shortages after finalization of indents by the schools. Under such situations the printers shall have to execute the repeat orders irrespective of the quantities.

**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, its 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. This will include the additional cost incurred for diverting the contract, Additional cost incurred for transportation from BEO office to schools etc.

### **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 the Block Educational Officer/Schools, such defective materials may be rejected and 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 Forty five 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 <b>02</b> days after issuing Purchase order	Collection of CD's from PUE
	Within <b>02</b> days from the next Date of issue of CD	Dummy to be submitted to PUE
	Within <b>05</b> days from the submission of dummy's	Collection of approved Dummy's from PUE
2	<b>30<sup>th</sup></b> day from the next date of issue of CD	<b>90% of production to be completed and atleast 70% should be despatched</b>
3	40 <sup>th</sup> day from the next date of issue of CD	<b>100% of production to be completed and atleast 95% should be despatched</b>
4	45 <sup>th</sup> day from the next date of issue of CD	<b>All Tended materials should reach the Block Education offices.</b>

**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 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 **30<sup>th</sup>** 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 **30 days** 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:

- a. 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,
- b. if the Supplier fails to perform any other obligation(s) under the Contract, or,
- c. 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.

## **5.21 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 and other materials at his own cost and bearing entire investment from printing to transportation. The Supplier further agrees to get sample 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 Forty Five 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 DISCRPTION OF PACKAGES**

- 5.32.1** The materials are categorised in to **13 packages**, the details are shown in schedule of requirements.

## **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 **20 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 shall be given CD's of the tendered materials to be printed by **PUED/KTBS** office and dummy Copy shall be got approved by the **PUED/KTBS**. The bidder shall take the responsibility to prepare dummy and take necessary steps to get the sample approved. 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 Text Book Society®.
- 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 1/4<sup>th</sup> crown size and 86 cms for the sizes of A-4, as per the specifications mentioned in section-7 of this tender document. The copy of the invoices shall be submitted to the Purchaser on a 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 IIT 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 **60 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 procured and verification report by authorized officer deputed by Purchaser;
- Item wise completed and ready for Despatch.
- Package/Item wise Quantity dispatched/delivered to consignees.
- Itemwise quantity checked in the Godowns and taken to stock and the quantity rejected.
- Probable Date of completion of entire contracted work, and

**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. Wherever it is mentioned as Board treat it as Art Board or Both Side coated Pulp Board or Ivory Board.

#### Raw Materials

##### 1. Pulp Board or Ivory Boards

The Printer shall use both sides surface sized and machine finished coated pulp Boards/Ivory Boards or both sides coated Art Boards with the following specifications.

Sl. no.	Properties	Requirement	Reference
1	GSM	300 GSM	
2	Bulk Minimum cc/g	0.86 (+/- 0.03)	
3	Tear Factor	MD- minimum 45 minutes CD – minium 50 minutes	
4	Breaking Length in mtrs	MD- 3800 (+/-) 200 CD – 1800(+/-) 200	
5	Brightness (Minimum) %	85 (+/- 1%)	-do-
6	Opacity(Minimum)	85 (+/- 1%)	-do-
7	Cobb, max avg	28 (+/-2)	-do-
8	Wax pick	No. 10A Clear	-do-
9	Smoothness ml/min, Top (Bendsten) max Wire	200 250	-do- -do-
10	Colour	White	
11	Type of Pulp	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 <sup>st</sup> side) 250(max)- Wire (2 <sup>nd</sup> side)	-do- -do-
8	Colour	White	
9	Type of Pulp	Type-A, Virgin pulp	IS 1848:1991

##### 3. Inks

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 offsetting, 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;

<b>Sl.No</b>	<b>No. of Text Pages**</b>	<b>Method of Binding</b>
1	Equal to or less than 128	Center pinning
2	Above 129 to 271 and above	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.

#### **Packing Instructions**

The Supplier shall be required to pack the books as mentioned in the schedule of requirements, 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 no 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.

<b>Sl.No</b>	<b>Delivery points</b>
1	Bengaluru
2	Mysuru
3	Dharwad
4	Kalaburgi

## SECTION-9

### SCHEDULE OF REQUIREMENTS

#### Schedule of Requirement for the Print and Supply of I & II PUC Textbooks for the academic year 2020-21

Slno	Pkg	Class	Titles	Medium	Size	Colour	Text Pages (excl cover)	Approx., no. of copies	Estimated Unit Rate per page in Rs.	Estimated Value in Rs	EMD in Lakhs lacs of Rs
1	1	I PUC	Chemistry-I	E	A4	4	280	60,000	0.2472	4,152,960	<b>3.13</b>
2	1	I PUC	Biology	E	A4	4	360	40,000	0.2594	3,735,360	
3	1	II PUC	Biology	E	A4	4	304	40,000	0.2636	3,205,376	
4	1	II PUC	Chemistry-I	E	A4	4	312	60,000	0.2664	4,987,008	
5	1	II PUC	Physics Part-I	E	A4	2	328	60,000	0.2427	4,776,336	
<b>Package - 1-Total</b>								<b>260,000</b>		<b>20,857,040</b>	
6	2	I PUC	History	E	1/4th crown	2	376	10,000	0.2009	755,384	<b>2.1</b>
7	2	I PUC	Business Studies	K	1/4th crown	2	376	15,000	0.1951	1,100,364	
8	2	I PUC	Accountancy I	K	1/4th crown	2	376	20,000	0.1930	1,451,360	
9	2	I PUC	Business Studies	E	1/4th crown	1	328	60,000	0.1869	3,678,192	
10	2	I PUC	Accountancy I	E	1/4th crown	1	336	60,000	0.1864	3,757,824	
11	2	I PUC	Statistics	E	1/4th crown	2	440	20,000	0.1914	1,684,320	
12	2	II PUC	Accountancy II	K	1/4th crown	2	344	20,000	0.1958	1,347,104	
<b>Package - 2-Total</b>								<b>205,000</b>		<b>13,774,548</b>	
13	3	I PUC	Basic Mathematics	E	1/4th crown	2	504	5,000	0.2083	524,916	<b>2.21</b>

14	3	I PUC	Mathematics	E	1/4th crown	2	504	60,000	0.1868	5,648,832	
15	3	I PUC	Computer Science	E	1/4th crown	4	552	20,000	0.2090	2,307,360	
16	3	II PUC	Geography	K	1/4th crown	2	288	10,000	0.2051	590,688	
17	3	II PUC	Sociology	K	1/4th crown	4	304	50,000	0.2106	3,201,120	
18	3	II PUC	Business Studies I	K	1/4th crown	2	312	20,000	0.1980	1,235,520	
19	3	II PUC	Accountancy I	K	1/4th crown	2	312	20,000	0.1974	1,231,776	
<b>Package - 3-Total</b>								<b>185,000</b>		<b>14,740,212</b>	
20	4	II PUC	Accountancy II	E	1/4th crown	2	296	60,000	0.1962	3,484,512	<b>2.28</b>
21	4	II PUC	Statistics	E	1/4th crown	2	464	10,000	0.1956	907,584	
22	4	II PUC	Mathematics-I	E	1/4th crown	2	312	60,000	0.1956	3,661,632	
23	4	II PUC	Mathematics-II	E	1/4th crown	2	360	60,000	0.1925	4,158,000	
24	4	II PUC	Computer Science	E	1/4th crown	4	480	30,000	0.2057	2,962,080	
<b>Package - 4-Total</b>								<b>220,000</b>		<b>15,173,808</b>	
25	5	I PUC	Hindi	H	1/8th demy	2	232	100,000	0.1076	2,496,320	<b>2</b>
26	5	I PUC	Kannada	K	1/8th demy	2	240	250,000	0.1155	6,930,000	
27	5	II PUC	Micro Economics	E	A4	2	120	60,000	0.2825	2,034,000	
<b>Package - 5-Total</b>								<b>410,000</b>		<b>11,460,320</b>	
28	6	I PUC	Physics Part-I	E	A4	2	256	60,000	0.2501	3,841,536	<b>2.89</b>
29	6	I PUC	Physics Part-II	E	A4	2	200	60,000	0.2609	3,130,800	
30	6	I PUC	Chemistry-II	E	A4	4	184	60,000	0.2869	3,167,376	
31	6	II PUC	Macro Economics	E	A4	2	128	60,000	0.2764	2,122,752	
32	6	II PUC	Chemistry-II	E	A4	4	200	60,000	0.2810	3,372,000	
33	6	II PUC	Physics Part-II	E	A4	2	240	60,000	0.2524	3,634,560	
<b>Package - 6-Total</b>								<b>360,000</b>		<b>19,269,024</b>	

34	7	I PUC	English	E	1/4th crown	2	160	300,000	0.2130	10,224,000	2.49
35	7	I PUC	Accountancy II	K	1/4th crown	2	232	20,000	0.2063	957,232	
36	7	I PUC	Indian Economic Development	E	1/4th crown	2	224	60,000	0.2028	2,725,632	
37	7	I PUC	Economic Statistics	E	1/4th crown	2	152	60,000	0.2205	2,010,960	
38	7	I PUC	Urdu		1/4th crown	2	216	10,000	0.2147	463,752	
39	7	I PUC	Urdu Workbook		1/4th crown	2	88	10,000	0.2566	225,808	
<b>Package - 7-Total</b>								<b>460,000</b>		<b>16,607,384</b>	
40	8	I PUC	Kannada Work Book	K	1/4th crown	1	112	250,000	0.2155	6,034,000	2.52
41	8	I PUC	English Work Book	E	1/4th crown	2	144	300,000	0.2177	9,404,640	
42	8	II PUC	Education	K	1/4th crown	2	232	10,000	0.2132	494,624	
43	8	II PUC	History	E	1/4th crown	2	264	10,000	0.2096	553,344	
44	8	II PUC	Political Science	E	1/4th crown	2	264	5,000	0.2216	292,512	
<b>Package - 8-Total</b>								<b>575,000</b>		<b>16,779,120</b>	
45	9	I PUC	Hindi Work Book	H	1/4th crown	2	144	100,000	0.2179	3,137,760	2.56
46	9	II PUC	Political Science	K	1/4th crown	4	264	50,000	0.2164	2,856,480	
47	9	II PUC	English Work Book	E	1/4th crown	2	144	300,000	0.2177	9,404,640	
48	9	II PUC	Micro Economics	K	1/4th crown	2	152	50,000	0.2189	1,663,640	
<b>Package - 9-Total</b>								<b>500,000</b>		<b>17,062,520</b>	
49	10	II PUC	History	K	1/4th crown	4	240	50,000	0.2166	2,599,200	2.17
50	10	II PUC	Business Studies II	K	1/4th crown	2	200	20,000	0.2101	840,400	
51	10	II PUC	English	E	1/4th crown	2	176	300,000	0.2092	11,045,760	
<b>Package - 10-Total</b>								<b>370,000</b>		<b>14,485,360</b>	
52	11	II PUC	Macro Economics	K	1/4th crown	2	144	50,000	0.2181	1,570,320	2.24



53	11	II PUC	Business Studies I	E	1/4th crown	2	248	60,000	0.2017	3,001,296	
54	11	II PUC	Business Studies II	E	1/4th crown	2	152	60,000	0.2205	2,010,960	
55	11	II PUC	Accountancy I	E	1/4th crown	2	272	60,000	0.1983	3,236,256	
56	11	II PUC	Kannada Work Book	K	1/4th crown	2	80	250,000	0.2411	4,822,000	
57	11	II PUC	Sanskrit	S	1/4th crown	2	232	5,000	0.2281	264,596	
<b>Package - 11-Total</b>								<b>485,000</b>		<b>14,905,428</b>	
58	12	II PUC	Kannada	K	1/4th crown	4	232	250,000	0.2207	12,800,600	2.43
59	12	II PUC	Hindi	H	1/4th crown	2	208	50,000	0.2036	2,117,440	
60	12	II PUC	Hindi Work Book	H	1/4th crown	1	120	50,000	0.2146	1,287,600	
<b>Package - 12-Total</b>								<b>350,000</b>		<b>16,205,640</b>	
61	13	I PUC	Geography	K	1/4th crown	2	216	10,000	0.2163	467,208	2.36
62	13	I PUC	Education	K	1/4th crown	2	248	20,000	0.2049	1,016,304	
63	13	I PUC	Sociology	E	1/4th crown	2	232	5,000	0.2256	261,696	
64	13	I PUC	Political Science	E	1/4th crown	2	224	5,000	0.2252	252,224	
65	13	I PUC	History	K	1/4th crown	2	272	50,000	0.1960	2,665,600	
66	13	I PUC	Political Science	K	1/4th crown	2	224	50,000	0.2013	2,254,560	
67	13	I PUC	Sociology	K	1/4th crown	2	224	50,000	0.2013	2,254,560	
68	13	I PUC	Indian Economic Development	K	1/4th crown	2	232	50,000	0.2011	2,332,760	
69	13	I PUC	Statistics for Economics	K	1/4th crown	2	168	50,000	0.2142	1,799,280	
70	13	I PUC	Accountancy II	E	1/4th crown	1	200	60,000	0.2015	2,418,000	
<b>Package - 13-Total</b>								<b>350,000</b>		<b>15,722,192</b>	
<b>Overall Total</b>								<b>4,730,000</b>		<b>207,042,596</b>	

**NOTE:**

For the convenience of production and general machine configurations A-4 is considered as 22x28 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 2020-21**, 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, Title and Address)

Accepted

.....

(Signature)

.....

(Name, Title 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 :

## 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 ....., 2020

.....  
(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..... dated .....This Deed of Guarantee executed at .....by..... (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 Block education offices as mentioned in **Section-8** of this tender.
2. In terms of **Clause 2.28** of the Tender Document dated .....issued 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 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 2021** 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



## APPENDIX - 7

### FORMAT FOR STATEMENT OF EXPERIENCE

**Name of the Firm.....**

**Financial Year from 2016-17 , 2017-18 & 2018-19**

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. All the on hand works shall be clearly mentioned.
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

SI No	Particulars	Rs. In lakhs			
		2016-17	2017-18	2018-19	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)
<b>Pre-Printing machinery</b>					
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			
<b>Printing machinery</b>					
1	<p>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;"><b>(For Package numbers 2,3,4,7,8,9,10,11,12,13)</b></p> <p>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;"><b>(For package numbers 1,5 and6 )</b></p>	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 220 GSM.	one unit			
<b>Binding and Finishing Machinery</b>					
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 crown 1/4 <sup>th</sup> 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><b>(For Package numbers From 5 to 13)</b> 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;"><b>Or</b></p> <p>Fully Automatic Section sewing machines, capable of sewing at least 20x25 cms books at 100 signatures per minute. <b>(Section sewing machine is Compulsory for the packages 1 to 4)</b></p>	Three units			
		Two units			
<b>Manpower, Factory and Storage Space</b>					
<p><b>Manpower:</b></p> <ul style="list-style-type: none"> <li>➤ The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.</li> </ul> <p><b>Factory and Storage Space:</b></p> <ul style="list-style-type: none"> <li>➤ The plant shall be well planned and is required to be in easily accessible location.</li> <li>➤ 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.</li> </ul>					

Signature  
(Name and designation of signatory)

## APPENDIX - 10

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

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

1. I can print ..... impressions in the size of .....in one Shift on Sheet fed offset machines.
2. I can print ..... impressions with ....pages in each impression in one Shift on Web Offset machines
3. Our Shift hours are .....per Shift.
4. We operate.....Shifts per day.
5. I can produce and supply .....no of packages within **45 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 and Time Schedule as 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 2020-21 without any delay and complaints.
9. 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.
10. We abide by all the conditions mentioned in the tender document and addenda issued and received by us if any.

Bidder  
Authorized Signatory

## APPENDIX - 11

### (Format for undertaking of work completion)

Date:

**To,**

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

Sir,

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 2020-21 without any delay and complaints.

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.

Yours faithfully,

(Authorized Signatory)

## APPENDIX – 12

(THIS DECLARATION SHOULD BE PRINTED IN BIDDER'S LETTER HEAD ONLY)

No:

DATE:

### DECLARATION BY THE BIDDER

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 and will abide by the same.

I/We ..... hereby declare that we have applied for the following packages only as per our production capability and as per the **clause 2.3** of the tender document.

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

Accordingly I here by signing the above declaration and abide by the same.

Sl. No.	Package No	Package Value	EMD prescribed	EMD Paid
1				

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

## APPENDIX – 13

### Penalty for Quality deviations (Negative) beyond tolerance limits

#### Penalty for deviation in the quality of Paper

Sl. No	Property	Specification	Penalty
1	Substance	70 GSM	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%)
2	Brightness	80 Minimum	Each unit reduction up to a maximum of 78 brightness, 1 % of the value of the lot.
3	Opacity	85 Minimum	Each unit reduction up to 83, 1 % of the value of the lot.
4	Smoothness	Max 200 on Top Side and Max.250 on wire side	For each 5 units deviation maximum of 10 units 1 % of the value of the lot.

#### Penalty for deviation in 300 GSM Board (Art Board / Both side coated pulp board /Ivory board)

Sl.No	Property	Specification	Penalty percentage on total order value
1	Gloss	75% Minimum	Each 5 unit reduction up to 10 units i.e up to 65%, 1 % of the value of the lot.
2	Substance	300 GSM +/- 2.5% 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	Pages peeling off, No adhesive running	Outright rejection of the lot



### Penalty for deviation in Quality of the Varnish

Defect	Penalty
Less than 3 gsm	If the Varnish less than 3 GSM then for reducon of every 0.5 gsm or a fraction of 0.5 GSM 1% of the value of the lot

\* The difference of paper required as per standard size and the reduced size will be calculated arithmetically and considered for the penalty.

### Note:

1. With reference to the above clauses the LOT means the quantity offered by the Supplier for inspection. This varies from Title to Title and also the ordered quantity.
2. 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 the above penalties will be levied.
3. Apart from such levies the Purchaser may also consider to blacklist such suppliers.
4. The Purchaser is the final authority to assess the deviations and their extent.
5. It is not a right of the Supplier to demand for acceptance of the defective lots.
6. The sample quantity is generally 5% of the lot.
7. The lot may be accepted with the above penalty or the supplier may be advised to replace the lot.
8. The lots Any negative deviation beyond the above mentioned limits will be categorically rejected.
9. 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 No: ..... Dated ..... for the purpose of Printing of Nalikali material for the academic year 2020-21 as per the Tender awarded by KTBS vide its Purchase Order No: ..... Dated .....

Sl. No.	PERTICULARS	SPECIFICATION
1	Paper/Board - GSM	Ex;Maplitho 60GSM
2	Manufactured Date	
3	Invoice Amount	
4	Reel width	
5	Brightness	
6	Opacity	
7	Cobb, Max average	
8	Smoothness ml/min, (Bends ten) Max Top Wire	
9	Colour	
10	Type of Pulp	

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-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 DELIVERY CHALLAN

### NAME & ADDRESS OF THE BIDDER

DC No:

Date:

To,  
THE MANAGING DIRECTOR,  
KARNATAKA TEXT BOOK SOCIETY,  
#4, OUTER RING ROAD,  
BANASHANKARI 3<sup>RD</sup> STAGE,  
BENGALURU-560 085  
  
GSTIN:- 29AABAT3059Q1ZS

**Point of Delivery**  
  
**Block Resource center**  
\_\_\_\_\_ Taluka  
\_\_\_\_\_ District

Ref : Work Order No:

Date:

Sl.No	Title Name	No of Books Ordered	No of Books supplied	Total No of Books Received	Balance Books yet to be received
<b>Total</b>					

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

Signature of:

Signature & Stamp of:

BEO/Person In-Charge

Representative of Supplier:

Full Name:.....

Full Name:.....

Date: .....

Date: .....

Mobile No:.....

Mobile No:.....

Note:

1. Challan will be printed in A4 Size only for maintaining the uniformity.
2. Receiving/Balance column shall be filled up by the Depots /Person in charge only.
3. Number of Textbooks received by the Depots/Person in Charge has to be written in their own handwriting legibly.

# 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 **Free category and sale category to 204 Block education offices as per the Government order** 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 Purchase Order 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 Purchase Order
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:

Slno	Class	Title	Colour	Size	printing pages	Quantity	Agreed Unit rate	Agreed amount
------	-------	-------	--------	------	----------------	----------	------------------	---------------

Total Value: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

- Delivery Schedule** : 45 days from the next date of the CD issued or as mentioned else where in the document
- Supply schedule** : should be enclosed along with the contract agreement.
- Performance Security** : 5% of the awarded package value
- Agreement validity** : 31<sup>st</sup> December 2020

#### 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 : \_\_\_\_\_