



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

Tender
(2-Bid System)

For the Printing and supply of
Nalikali Learning materials and English nalikali workbooks for the accademic year
2021-22

Goods Contract Tender
2021-22

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

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SECTION 1



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

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No. 4, DSERT Building, 100 Feet Ring Road
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e-mail id : mdklbs.tender@gmail.com

Bengaluru – 560085

No:A7/K.T.B.S/Nalikali/33/2020-21

Dated: 01/04/2021

TENDER NOTIFICATION

(e- Procurement)

Tenders are invited under Two Bid System on Government of Karnataka e-procurement platform from eligible printers located within the state of Karnataka and having Infrastructure and required documents as stipulated in the Tender Document to print and supply of the Nalikali materials. Materials to be printed and supplied are detailed in the following two packages. These materials are to be supplied to 204 Block education offices located within the State of Karnataka for the accademic year 2021-22.

Pkg	Particulars	Estimated Value	EMD in Lakhs
1	Class 1,2 &3 Progress Charts and Weather charts- Kannada Medium -55530 sets	5353735	10,22,000
	Class 1& 2 Progress Charts and Weather charts- Urdu Medium - 5100 sets	358601	
	Class-02 English Nali-Kali Learning Materials - 60,630 sets	62400361	
Package-1 -Total		68112697	
2	Classes 1 and 2-English workbooks for kannada and urdu medium nalikali schools About 12,00,000 work books and Teacher's Handbook(Kannada and Urdu medium)- 55000+3500=58500	36101080	5,42,000

- Detailed tender document is available in the e-procurement portal and also published for reference in the department website www.schooleducation.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 15/04/2021 before 17.30 hrs. The pre-qualification bids (Technical bid) will be opened online on 19/04/2021 at 10.00 hrs. Online through e-procurement portal. No separate intimation in this regard will be given individually.
- The financial bids of only those bidders who satisfy pre-qualification criteria upon evaluation will be opened on specified date mentioned in tender document or on a date to be intimated later.

-Sd/-

Managing Director
Karnataka Text Book Society

BID SCHEDULE



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

Bid schedule for printing and supply of English nali kali learning materials,english nalikali work books and Teachers handbooks to block educational offices located within the state of karnataka

BID SCHEDULE

(Two Bid system)

Sl. No	Particulars	Schedule
1	Bid Reference	Notification No:A7/K.T.B.S /Nalikali/ 33/2020-21, Dated: 01/04/2021
2	Online Availability of Bid Document	01-04-2021
3	Bidding document available on the site till	15-04-2021, 17.30 hrs
4	Time and date to submit the Samples of Paper and Board	From 01-4-2021 to till 1:30 PM on 15-04-2021
5	Last Date for submission of Bids	15.04.2021, 17.30 hrs
6	Pre bid meeting	09.04.2021, 11.00 hrs
7	Time and Date of opening : Technical Bid Financial Bid	19.04.2021 , 10.00 hrs On or after 21.04.2021, 10.00 hrs
8	Opening of Bids	Online through e-procurement portal
9	Address for Communication	The Managing Director, Karnataka Textbook Society® No.4, DSERT Building, 100 Ft Ring Road, BSK III Stage, Bengaluru - 560 085 Karnataka State, India.

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

A BRIEF DESCRIPTION OF THE TENDER.

INTRODUCTION

- The Karnataka Textbook Society® herein after referred to as `The Society` is registered under the Societies Act 1960, functioning under the Department of public instruction, Government of Karnataka. The Society is wholly financed by the Government of Karnataka for all the free supply materials.
- The objective of the Society is to provide quality Textbooks, Work Books, Student Diaries and other learning materials found necessary for Students studying in state syllabus schools across the state of Karnataka in accordance with the rules before commencement of the academic year.
- This is a tender for printing and supply of the Nali-Kali learning materials to 204 Educational Blocks located within Karnataka State for the academic year 2021-22. These materials will be supplied to the Govt Schools located in the respective Blocks by the BEO's concerned.
- This tender contract is valid up to **28th February 2022** or till the finalization of the printers for Nalikali learning materials printing for the next academic year, whichever is earlier. Rates Quoted /accepted are valid till tender validity period.

SCOPE OF WORK

- The successful bidder is responsible for the production and delivery of the tendered materials to the Block Education Offices as per the Distribution points mentioned in **Sections-8**. From BEO's to Schools the materials will be supplied by the Purchaser at their own cost.
- The quality checking will be done at 4 levels as explained in **section 5**, clause 5.7 and elsewhere in this tender document.
- About **25.01 lakhs** children are studying in classes 1 to 3 in about **41,002** Government primary schools in Karnataka. The tendered materials will be distributed to these Schools free of cost for the academic year 2021-22.
- All the materials are to be supplied to the office of all **204** Block Education Officers as per the distribution points mentioned in **Section-8**.
- 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 Government is distributing Nali-Kali learning materials free of cost to the government schools of kannada medium for classes 1 to 3, Urdu medium for the classes 1 and 2 across the state of karntaka.
- 1.1.2 In pursuance of this objective, the Karnataka Textbook Society® Government of Karnataka invites open tenders from interested parties and having production plants **within the state of Karnataka**, for the printing and supply of free category Nali-Kali learning materials, workbooks to BEO's as per Distribution points mentioned in **Section-8**. Interested parties ("Bidders") are invited to submit detailed Bids.
- 1.1.3 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.
- 1.1.4 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.
- 1.1.5 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 to execute the said work.

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-procurement portal.

Technical Bid

- **Bid security (EMD) as per Section-9.**
- Sample papers submitted as explained in clause-1.2.3 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 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 Price Schedule which **forms** the Financial Bid shall be submitted online in the provided manner. **No additional document should 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 clause 1.2.3.

The purchaser, get the samples tested in the inhouse Lab or from any third party agency Lab.

OR

These samples will be tested by feel and touch method. 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.

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 are 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 with GSM

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

Tender document is made available in the e-procurement portal <https://eproc.karnataka.gov.in> and www.ktbs.kar.nic.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 **15-04-2021**, 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`** located in the state of Karnataka and shall have Production Plants in the State of Karnataka.
- 2.1.2 **The Printer** means an entity with the prescribed eligibility who is engaged in the business of printing , supply of books and other printing activity and who has a Minimum of **3 years** of experience in printing and supply of books.Furthur, the production plant where the said Nalicali learning materials are proposed to be produced shall be atleast **3 years** old and shall fulfill all other tender conditions.
- 2.1.3 The legal entity should possess Technical facilities of the required standards to fulfill the requirements of the tender.
- 2.1.4 The Legal Entity should have all legal and statutory Registrations like GST, Factory License etc., to fulfill the requirements of this Tender.
- 2.1.5 The Legal Entity should have achieved an average annual turnover as prescribed in **Section -3** “the qualification criteria.”
- 2.1.6 Any Entity which has been barred or blacklisted by the Purchaser or any of the Departments of Government of Karnataka (GOK), would not be eligible to submit a Proposal. The Bidder shall execute an undertaking to this effect as per the format enclosed in **Appendix-4**.

2.2 NO CONSORTIUM

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

2.3 NUMBER OF PROPOSALS & PACKAGE DETAILS

- 2.3.1 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**. Bidder shall quote their price per item in Indian rupees and if any paise to the last **2 decimal places** A Bidder will be allotted packages depending on their available spare capacity. **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.**
- 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 materials procurement are shown in **Section-9** is provisional and indicative. Actual quantity will be as provided in the Purchase Order and the Distribution List. The numbers 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 **28th February 2022**. However, during the period of contract the Managing Director, Karnataka textbook society may give additional order in addition to the main order as per the requirement of the KTBS. The bidder shall be binding to execute the additional orders within the stipulated time frame mentioned in the work order. **The time frame for the additional order may be arrived by mutual discussion.**

2.4 PROJECT INSPECTIONS AND VISIT TO THE SITES

2.4.1 It is desirable that each Bidder submits his Proposal after visiting some of the Block Educational Offices as per **selected packages** and 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 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 requires any clarification of the tender documents may notify the Purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond to any request for clarification of the tender documents which it receives in e-procurement portal not later than **5 days** prior to the deadline for submission of tenders prescribed by the Purchaser. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.

2.6.2 At any time prior to the Proposal Due Date, the purchaser may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda, or corrigendum (or) both

2.6.3 Any Addendum or corrigendum (or) both thus issued will be hosted on the e-procurement portal.

2.6.4 In order to provide the Bidders a reasonable time to examine the Addendum, (or) corrigendum (or) both for any other reason, KTBS may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.7 LANGUAGE

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

2.8 BID SECURITY (EMD)

2.8.1 Each Proposal should be accompanied by a Bid Security i.e. Earnest Money Deposit (EMD) as per **section-9**. The Bid Security shall be kept valid for **at least 90 days**. In addition to the Proposal Validity Period and would need to be extended, if so required, for any extension in Proposal Validity Period.

2.8.2 EMD (Bid Security) and Tender processing fee should be paid through **e-payments, credit card, direct debit (internet banking) or NEFT (National Electronic Fund Transfer)**.

2.8.3. (a) The Bid Security shall be returned to the unsuccessful Bidders within a period of Four (4) weeks from the date of announcement of the Successful Bidder.

(b) Every successful bidder shall submit a performance security of **5%** of Contract Value as mentioned in LoO Letter of Offer 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- procurement portal in the same manner as mentioned below and file name should only be specified as mentioned below. The Purpose of the documents is explained in the Qualification Criteria, **Section – 3** Non-submission of any of the documents may lead to disqualification and is at the discretion of Purchaser i.e., with KTBS.

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

Sl.No.	File Name	Document description
1	Constitution of the tenderer	<ul style="list-style-type: none"> • A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation, • A Partnership Firm shall submit Partnership Deed. • A ownership firm shall provide Proof of Ownership of a Printing Press like SSI certificate issued by the Industries & Commerce or GST etc wherein the constitution of the Business is mentioned
2	GST Registration	GST Registration Certificate.
3	Annual VAT/GST Returns	Annual VAT/GST returns filed for the preceding 3 years i.e. for the years 2017-18, 2018-19 and 2019-20.
4	Latest GST Returns	Latest GST returns filed.
5	PAN	PAN Certificate.
6	IT Returns	Acknowledgement of IT returns filed for the preceding Three Assessment years i.e. for, 2017-18, 2018-19 and 2019-20.
7	Factory Registration Certificate	<p>Registration certificate Under Factories Act Which is Valid and Renewed up to date. (If this certificate is in any language other than English/Kannada then translated English/Kannada version should be uploaded)</p> <p>(Registration in Karnataka only accepted)</p> <p>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.</p>
8	Ownerhsip/Tenancy of premises	Copy of Khata Certificate and also Khata Extract or Latest Tax paid receipt or Sale Deed or Lease agreement in support of ownership / Tenancy of infrastructure facilities like building , Go-down etc.,
9	Proof of machinery Ownership	Invoices for having purchased the machinery offered or declaration by the CA
10	Minimum Billing	An invoice with the Purchase Order to establish the Minimum billing amount from a single project of printing and supply of books/textbooks during any one year of these 3 years i.e., 2017-18 2018-19 & 2019-20, as required under clause 3.2(Sl No. 19) of Section 3 .The format is shown in Appendix-6
11	Audited Financial Statements	Audited annual financial statements of the Bidder for the last Three (3) completed financial years i.e., 2017-18, 2018-19 & 2019-20 As required under clause 3.2 of Section-3 .
12	Submission of Samples	Acknowledgement for having submitted the samples of Paper and Boards
13	Appendix - 1	Power of Attorney, authorizing the signatory of the Proposal to commit on behalf of the Bidder
14	Appendix - 2	Letter of Proposal
15	Appendix - 3	Details of Bidder
16	Appendix - 4	Anti-Collusion Certificate

17	Appendix - 7	Statement of Experience
18	Appendix - 8	Statutory Auditor's Certification of Financial Capability or A declaration as mentioned in the Clause 3.3 of Section 3.
19	Appendix - 9	Qualification Proposal to establish infrastructural capability
20	Appendix -10	Bidder declaration regarding his capacity and responsibilities.
21	Appendix -11	Format for undertaking of work completion.
22	Appendix -12	Declaration by the bidder for having read and accepted the tender document and quoted packages and GST details.
23	Appendix -17	Bidders Declaration
24	Appendix -18	Bid Form
25	EMD	Declaration for having paid the bid security(EMD) and its value in the bidders letter head.
26	Declarations	Acceptance for Appendix-5, Appendix-13, Appendix-14, Appendix-15, Appendix-16.

2.10 PRICE PROPOSAL

- 2.10.1 a) Price Proposal is required to be submitted online in the formats available in the e-procurement portal.
- b) For **package-1**, the bidders can quote their lowest price per set for each items, packagewise and for **package-2** per page for each title, which shall include the costs of all raw materials, operations like printing, binding, packign, transportation and taxes/duties/Insurance etc. The cost per Set for Nali Kali materials shall be quoted in Indian Rupees and paise if any to the last **2 decimal places**. The cost for **package-2** for the Books shall be in INR rounded off to last **4 digits**.
- c) The rates quoted in the e-procurement portal only prevail.
- d) The rates quoted shall be firm during the contract period and shall not be varied for whatsoever reason except as provided in section - 5, clause 5.14 "change of orders".

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

2.11 VALIDITY OF PROPOSAL

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

2.12 EXTENSION OF VALIDITY OF PROPOSAL

In exceptional circumstances, prior to expiry of the original time limit, the purchaser may request the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by e-mail. A Tenderer agreeing to the request will not be required or permitted to modify his tender.

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-procurement portal in the provided formats only. Scanned copies of the same shall be uploaded where ever sought.
- 2.14.2 The e-procurement portal itself will disqualify the improper and delayed Bids and KTBS shall assume no responsibility for any such eventualities.
- 2.14.3 The tenderer shall submit the 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 are free to use the brands finally approved irrespective of the samples provided.

2.15 PROPOSAL DUE DATE

- 2.15.1 Proposals should be submitted only on-line and through the notified Government of Karnataka e-procurement platform before **17.30 hrs** on the Proposal Due Date mentioned in the Bidding Schedule in the manner and form as detailed in this Tender Document. Proposals submitted in any other mode shall not be acceptable.
- 2.15.2 *Purchaser* may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 2.6, uniformly for all Bidders.

2.16 MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF PROPOSALS

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

D. EVALUATION OF PROPOSAL

2.17 PROPOSAL OPENING

- 2.17.1 *KTBS* would open the bids online in the e-procurement portal platform only.
- 2.17.2 *KTBS* would subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 1, 3 and 4 of this Tender Document.
- 2.17.3 To assist in the examination, evaluation, and comparison of Proposals, *KTBS may utilize* the services of consultant(s) or advisor(s) or any third party agency.

2.18 CONFIDENTIALITY

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

2.19 TESTS OF RESPONSIVENESS

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

- a) Is received within the Proposal Due Date including any extension 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 offer (LoO) through e-procurement platform or by e-mail and that his Proposal has been accepted.

2.26 RIGHT TO ACCEPT OR REJECT PROPOSAL

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

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

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

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

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

2.27 SUBMISSION OF ACCEPTANCE LETTER AND EXECUTION OF AGREEMENT

2.27.1 Within **3** days of issue of LoO, the successful bidder shall accept the LoO and submit the LoA to **KTBS**, The successful bidder shall furnish a security deposit of **5% of Package value** mentioned in the LoO and will sign the agreement and deliver it to the purchaser, **within 7 days** from the issue of LoO 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

2.28 PERFORMANCE SECURITY

2.28.1 The successful Bidder shall furnish Performance Security in the form of an Irrevocable **Bank Guarantee** issued by a Nationalized bank or a Public Sector Bank in India or an Accepted Scheduled Bank in favour of "The Managing Director, Karnataka Text Book

Society, Bengaluru”, in the format prescribed in the tender document, in the stamp paper of prescribed value, or **Fixed Deposit Receipt** pledged to “The Managing Director, Karnataka Text Book Society, Bengaluru”, or **Demand Draft** wherein “The Managing Director, Karnataka Text Book Society, Bengaluru”, will be the beneficiary-for a sum equivalent to **5%** of the Contract value separately for all the packages which may be allotted to the successful bidder **within 07 days** from issue of Letter of Offer (LoO) . The performance security shall be valid till **31st March 2022**.

- 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 LoO.
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">• A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation.• A Partnership Firm shall submit Partnership Deed or registration certificate to that effect.• A ownership organisation shall provide Proof of Ownership of a Printing Press like Certificate issued by Industries and Commerce, GST Certificate etc. wherein there is an indication that it is a ownership company
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-2021 or later or for the quarter ending December-2020 .
4	The Tenderer is required to fulfill the Annual Average Turnover of atleast 50% of the awarded contract value and also it is required that the tenderer should have filed the GST returns as per law atleast for the immediate 3 preceding financial years	Annual GST returns filed for the financial years i.e. 2017-18, 2018-19 and 2019-20 .
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 an 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. 2017-18, 2018-19 and 2019-20 .

7	<p>The registration of any production plant is statutorily mandatory as per Factories Act. The contract involves production and the tenderer is required to own a production plant which is essentially required to be registered under Factories Act.</p> <p>If there are more than one production plant then there should be a separate Factory Registration for each plant.</p> <p>It is expected that the production plant is atleast 3 years old.</p>	<p>Registration Certificate under Factories Act for each of the production plant which is valid and renewed up to date.</p> <p>(Only Karnataka registration will be accepted)</p> <p>(If this certificate is in any language other than English then it has to be translated in to English/kannada and to be uploaded)</p>
8	<p>a) Proof of Ownership of the machines offered, As required under Section-3, clause 3.2 “Infrastructure capability requirement”.</p> <p>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</p>	<p>Invoice of the purchase of the machinery or declaration by the CA.</p> <p>Khata extract or lease agreement or Sale deed or any other official document where the area of the facility is mentioned.(locations inside Karnataka only accepted)</p>
9	<p>The tenderer is required to have his own Plant (Land and Building) either by ownership or on lease</p>	<p>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.</p> <p>The details of the available area should be mentioned in the document.</p>
10	<p>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.</p>	<p>Appendix-3, “Details of Bidder”.</p>
11	<p>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</p>	<p>Acknowledgement of sample submission.</p>
12	<p>EMD :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</p>	<p>Declaration for having paid the bid security(EMD) and its value in the bidders letter head</p>
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>Appendix - 4 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</p>	<p>Declaration about the rate of GST included in the rate quoted in the bidders Letter head.</p> <p>Appendix-12</p>

	any change in the Govt Policy	
15	The main business of the Tenderer in the immediately preceding 3 years should be as a printer having their infrastructure in the state of Karnataka	Appendix – 17 “Undertaking of being a Printer”, Appendix-7 Format for statement of experience- to be declared by the tenderer himself.
16	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 i.e., 2017-18, 2018-19 and 2019-20. Turnover of the bidder shall be certified by his statutory auditor who should mention his name, address and membership number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the Income tax authority or the Commercial Tax authority. The tenderer shall have positive Net worth in all the previous 3 financial years i.e. 2017-18, 2018-19 and 2019-20.	Appendix-8
17	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 at least 30% of the value of the estimates of each package for which tender is submitted during any one of the FYs i.e., 2017-18, 2018-19 and 2019-20.	The information about highest value of the single contract executed in the previous Three FYs i.e., 2017-18, 2018-19 and 2019-20. The information shall be provided as per the format given in Appendix-6
18	The tenderer is expected to possess the infrastructure sufficient to execute the contract. The requirement of machinery has been shown in clause 3.3 here under.	Appendix-9 duly filled up.

3.3 INFRASTRUCTURE CAPABILITY REQUIREMENTS

Package -1 & 2

Sl no	Category and the Description of the machinery prescribed	Quantity Minimum
Pre-Printing machinery		
1	Computer to Plate making plant with processor capable of making plates in the sizes of Double Crown, A-1 and such similar sizes (Compulsory For package-1 and package-2)	one unit
Printing machinery		
	Four colour sheet fed CPC offset printing machine with a Sheet size of 610mmX860mm or above capable of printing on Boards of at least 220 GSM. (Compulsory For package-1& 2)	One unit
	Web offset printing machine with 578/610mm cutoff, loadable with 860 mm	One unit

1	width reels .The rated speed of the machine with quarter folding shall not be less than 15,000 cycles per hour. (Compulsory For package-2)	
	Folding of A-2 size or creasing machine of A-2 size	one unit
Binding and Finishing Machinery		
1	Fully automatic 3 side cutting machine capable of trimming books of A4 size books 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> (Compulsory for package-1 and package-2)	One unit
	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> (Compulsory For package-2)	one unit
2	Fully automatic programmatic cutting machine 115 cms size (min) <i>(Note : required to cut the cover boards and nalikali cards)</i>	one unit is sufficient for one package
3	Film Laminating Machines of minimum width of 43 cms or Film Laminating Machines of minimum width of 61 cms (Compulsory For package-1)	Two units One unit
	Offline or inline U.V.varnishing machine ,with a minimum feed width of 40 cms (Compulsory For package-2)	One unit
4	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute. (Compulsory For package-1 and package-2)	Three units are sufficient for both the packages
Manpower, Factory and Storage Space		
<p>Manpower:</p> <ul style="list-style-type: none"> ➤ The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line. <p>Factory and Storage Space:</p> <ul style="list-style-type: none"> ➤ The plant shall be well planned and is required to be in easily accessible location. ➤ It is expected to be laid out in an area of about 10,000 sq feet to have easy and safe movement of the materials apart from the storage space of about 10,000 sq feet for the safe storage of finished goods as well as to stock the paper and for quality checking. 		

Note :

- a. **The Specifications mentioned above are at minimum configurations expected, but Superior Machinery in the similar class is also acceptable. However, decision of the Purchaser in this regard shall be final and binding.** The tenderer may note the variations in requirements for different schedules which have been made to have more participation and more competitive rates.
- b. The cutoff of the web machine has been fixed to ensure that the books can be produced with stipulated sizes without any difficulty. If any printer has a machine with a cut off that can produce double parallel fold etc shall have to establish to the satisfaction of the Purchaser that he can produce the books without compromising on the dimensions.
- c. 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. 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 printing work within the time schedule as per any earlier contractual obligations handled with this office or any where.

4.2 EVALUATION METHODOLOGY

4.2.1 a. The evaluation shall be made package wise

b. For **Package-1**, the rates shall be quoted per set in each of the items and in **package-2** the rates shall be quoted per page as provided in the e-procurement 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 the purchaser

OR

b. 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:

- The Contract** : Means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated under reference therein;
- The Contract Price** : Means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- The Contract Period** : Means the period which the tender connotes;
- Nali-Kali materials** : Means printed and supplied Nali-Kali learning materials which the Supplier is required to supply to the Purchaser under this Contract;
- Services** : Means services rendered to Block Education Officers (BEOs) in case of Free category Nali-Kali learning cards, Progress Charts, weather Charts, English Nalikali learning cards, workbooks and Teacher handbooks inclusive of transportation, insurance, and any other incidental cost.
- GCC** : Means the General Conditions of Contract contained in this section.
- SCC** : Means the Special Conditions of Contract.
- The Purchaser** : Means the Karnataka Textbook society® Karnataka, in short form “**KTBS**”
- The Purchaser’s Country** : Is India and State is Karnataka.
- The Supplier** : The Legal entity belonging to Karnataka declared as successful bidder to supply The tendered materials.
- The Government** : Means the Government of Karnataka.
- Block Education offices** : Means an authority to which the places scheduled for supply of Tendered materials.
- Day** : Means calendar day
- Tender** : Means the formal offer made for printing and supply of goods in response to an invitation for tender published / notified
- Tender Document** : Means the set of papers detailing the schedule of works, calendar of events, requirement of goods, technical specifications, procurement

criteria and such other particulars, as may be prescribed for evaluation and comparison of tender.

- Tender inviting Officer** : Means the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- Tender accepting Authority** : Means the Commissioner for Public Instructions, The Government of Karnataka.
- Tender Scrutinizing & Evaluating authority** : Means Authority as constituted by the Commissioner for Public Instructions, The Government of Karnataka.
- Tender Appellate Authority** : Means the Principal Secretary for Primary and Secondary Education, Government of Karnataka.
- Notification of award of Contract** : Means the intimation in the form of a letter of 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.
- DPS** : Means the ` Director of Printing, Stationery & Publications, Government of Karnataka, Bengaluru`, the third party quality certifying agency appointed for the purpose of Tender by the Purchaser.
- LoO** : Letter of offer
- LOA** : Means Letter of acceptance.
- SPD** : State Project Director, Samagra Shikshana Karnataka, Bengaluru, here copy right holder for Nali-Kali materials.
- SSK** : Means Samagra Shikshana Karnataka.Nrupathunga Road, KR Circle, Bengaluru.
- DSERT** : Director, DSERT

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

Items	Copy right holder	Publisher
Kannada medium Nalikali progress cards , weather charts and English Nalikali learning materials	SPD,SSK, Bengaluru	MD, KTBS
English work books, Kannada and urdu teachers handbooks		
Urdu Medium Nalikali progress cards and weather charts	Director, DSERT	

The Managing Director, the Karnataka Text Book Society ®. However, the purchaser indemnifies the supplier against all third-party claims of infringement of copyright, trademark arising from using the tendered materials.

The supplier shall not print the name and address of his firm / office / organization on anywhere on the Nalikali materials. However the Supplier shall print the name, address and Contact number of his firm / office / organization only on the inner cover page of textbooks and workbooks, with prior approvals.

5.6 PERFORMANCE SECURITY

- 5.6.1 Within **07** days of issue of the LoO, the Supplier shall furnish performance security, as mentioned in **2.28**. The performance security should be valid covering a period of up to **31st March 2022** and enter into 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 four stages to ensure the quality of the goods being supplied by the successful tenderers.

1. The inspection of the paper and boards procured by the printer.

The inspection of the paper and boards procured by the Supplier for the printing of the text, Cover and Nalikali cards respectively is done to ensure that the said raw materials do comply with the approved specifications.

The paper 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. The Printer shall inform as and when they receive the consignment and send invoice copies to the designated officer of the KTBS or the agency appointed for this purpose and ensure that it is verified against invoices before using it for production.

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

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

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

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 in order to ensure the production progress following parameters will be observed during the visits.

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

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

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

Method of quality checking adopted here, is random sampling technique. The sample size is **5% of the Lot** offered for the testing. Accordingly **5%** of the materials will be put for quality testing before they are despatched, in the premises of the supplier. It is not practically possible to test all the 5% of the materials for GSM and therefore the inspecting officer may make a random sample testing for a few items depending on the lot size using his/her discretion.

The DPS has been appointed as the Quality Checking authority for this purpose by the Purchaser. The supplier shall inform the designated officer before they are packed and despatched by messaging over mobile or by email or both. Hard copy of the same may follow. The quality inspection staff designated by the DPS will conduct tests at the point of production or the Godowns of the Printer for the following parameters.

- Quality of Printing
- Quality of Binding or finishing
- Quality of Varnish/Lamination
- Size
- Only when warranted chemical testing and detailed GSM testing will be conducted.
- Quality of the packing materials procured.

The tests are for physical parameters only. 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 whole lot is defective and it will be rejected. Then it is the responsibility of the Supplier to get the materials tested for the complete order received.

In case any rejection made by testing authority , immediate action has to be taken to replace the defective materials and shall invite the purchaser for the quality inspection again.

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.

4. The post delivery inspections

The Post delivery inspection shall be executed in KTBS office, Bengaluru.

For Package-1

At least **4** sets from each package will be collected from **4** different Districts.

The materials will be inspected for the following physical parameters.

- GSM
- Size
- Quality of Printing (Registration, Set Off, Depth of Ink)
- Quality of Lamination and finishing
- Packing

Note :

If the negative deviations found in any item or in all items of a set then penalty will be imposed as per **Appendix – 13**.

- a. If the same negative deviations found in all the 4 samples then the penalty will be levied for complete ordered quantity of a particular item.
- b. If any negative deviations found in any one or two samples penalty will be levied for the LOT, here Lot means quantity supplied to the concerned district from where the sample has been drawn.

For Package-2

The Post delivery inspection shall be executed in KTBS office , Bengaluru.

Three copies of all the titles from a package will be collected confidentially from **4 District**. The materials will be inspected for the following physical parameters.

- GSM
- Size
- Quality of Printing (Registration, Set Off, Depth of Ink)
- Quality of Varnishing and finishing

If the negative deviations are found. Then penalty will be imposed as per **Appendix – 13** on the value of the “Lot”. Here Lot means the supplied quantity of a particular title to the district from where the sample is drawn.

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 Nali-Kali materials fail to conform to the specifications, the Purchaser may reject such quantity of Nali-Kali materials and the Supplier shall either replace the rejected Nali-Kali 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 Board purchased. “Mill Certification” shall be for the general quality of Board and more specifically regarding the GSM of the Board, Brightness of the Board and whether the Board is manufactured out of A-grade pulp. The officials of Karnataka Text Book Society® or persons duly authorized by KTBS shall inspect the progress in Printing, Pinning and Dispatch of Nali-Kali 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 Nali-Kali materials are found to be defective, they shall be replaced by the Supplier at his own cost.
- 5.8.4 The Purchaser's right to inspect test and wherever necessary, reject the Nali-Kali materials after the Nali-Kali materials arrival at Block Education office (**BEO**) /school level shall, in no way, be limited or waived by reason of the materials having previously been 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 shall 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 Nali-Kali Charts printed & distributed. The 'D.P.S.' shall as per the requirement and on his own initiative may visit the Bidder premises any time beginning from the time of Technical Assessment and till the entire process is in progress. The 'D.P.S.' shall also monitor the progress. The 'D.P.S.' shall certify both for the physical progress and for the quality. The DPS may also conduct random checking at the Godowns of the Purchaser to ascertain the quality levels.

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 printing & supply of the Nalikali materials to the Purchaser.

5.10 PACKING & SUPPLY

5.10.1 deleted

- 5.10.2 The Supplier at the time of delivery of Nali-Kali materials shall give proper account of supply to the concerned Block Education office by bundling the Nali-Kali materials as explained hereunder;

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.

- 5.10.3 The Supplier after the satisfactory delivery of tendered materials to the concerned Blocks shall obtain due acknowledgement from the Block Education office concerned or his authorized representative and submit the Bills for payment.

5.10.4 **For package no-1**

The materials being tendered in package-1 are not covered under SATS and therefore the delivery challans shall be made manually in the prescribed format.

For package no-2

“Shikshana Kirana”, The Students Achievement Tracking System (SATS), all the selected bidders will be provided User credentials to operate. The vendors are expected to update the Progress of Printing, Binding and Supply only through the SATS application. The vendors shall generate the Delivery Challans through SATS only. The Acknowledgement by the BEO's through the SATS application is only considered as confirmation of the Supply of books. Necessary training and handholding will be provided to the bidder's personnel on using the SATS application.

5.11 DELIVERY AND DOCUMENTS

Delivery of the Nali-Kali 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 Nali-Kali 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 in three stages.
- b) The first bill may be raised only after the supply of materials of atleast 30% of the value in each package.
- c) The second bill may be raised only after supply of materials of atleast 60% of value in each package.
- d) The final bill should be raised only after completion of tender obligation in each package.
- e) Instead of raising the bills in 3 stages the bidder has the option to raise a single bill after completion of tender obligation in each package.
- f) 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. Copy of the Work order issued by the Purchaser.
 4. Quality certificate issued by DPS or the officers deputed by DPS for this work.
 5. Mill certificate in the prescribed format in original along with invoice copies as given in **Appendix -14**.
 6. Acknowledgement of Sample Books submitted as mentioned in GCC clause **5.34 of Section-5**.
 7. Summary of Delivery challans title wise and Block wise/District wise.
 8. Acknowledgement of pre-press materials returned to the concerned program officers as per clause **5.19.4** for final bill.
 9. The post delivery quality inspection report

DC generation and acknowledgement by the BEO's through the SATS application is only for package -2. For package -1 Manual Dc's will be considered for payment.

- g) Five days is fixed for the BEO's to acknowledge the receipt of goods through the SATS portal. If updation in the SATS portal is not made within the stipulated **5** days, the payments would be released to the respective suppliers based on the hard copies of the acknowledgements submitted by the suppliers at BEO's risk

80% payment will be cleared based on **5.12.1(g)**,

The remaining **20%** i.e final bills will be settled after getting the Post Delivery inspection reports. **The post delivery inspection will be get done within 45 days from the date of receipt of all the books of the concerned**

package by the block. If not it will be construed that all the supplies are in order and the bills of the respective suppliers will be cleared at their own risk of the Purchaser.

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 **28th February 2022**. 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 interpretation and 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 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 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 Sixty 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. Supplier shall update progress in SATS on daily basis for **package-2** titles and manually in the prescribed format for **Package-1** 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 Tendered materials;

Sl. no.	Timeline	Activities/Responsibilities of Printer
1	Within 02 days after issuing Purchase order	Collection of CD's from SSK/DSERT
	Within 02 days from the next Date of issue of CD	Dummy to be submitted to SSK/DSERT
	Within 06 days from the submission of dummy's	Collection of approved Dummy's from SSK/DSERT
2	30th day from the next date of issue of CD/ 20th day from the next date of dummy approved	20% of production to be completed
3	40th day from the next date of issue of CD/ 30th day from the next date of dummy approved	50% of production to be completed
4	50th day from the next date of issue of CD/ 40th day from the next date of dummy approved	80% of production to be completed and atleast 60% should be despatched
5	60th day from the next date of issue of CD/ 50th day from the next date of dummy approved	100% of production to be completed and atleast 100% should be despatched

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. where as authority is not in apposition to issue CD's as per schedule supplier should inform the purchaser immediately. In such situation date will be considered from CD issued date.
- The SSK/DSERT will approve the Dummy within **6 days** from the date of submission.
- Like wise authority is unable to approve dummy as per schedule supplier should inform the purchaser immediately. In such situation date will be considered from dummy approval date.
- 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 Distribution list will be given to the printers within **20 days** from the date of issue of Work Order.

- The supplier should adhere to the time schedule specified in the contract. Since it is a time bound process. Otherwise Purchaser reserves the right to terminate the contract, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

The purchaser reserves the right to withdraw **50%** of the contract if the supplier does not complete **50%** of quantum of total contract on **40th** day from the date of **issue of the Purchase order or date of CD issued or dummy approved 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 **40 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:
- c. if the Supplier fails to deliver any or all of the Books within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or,
 - d. if the Supplier fails to perform any other obligation(s) under the Contract, or,
 - e. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

5.21 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 Nalikali 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

SSK/DSERT/KTBS, 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 sixty days*** from the next date of **issue of the Purchase order or date of CD issued or dummy approved 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 grouped under **two packages**. The details are shown in Schedule of requirements.

5.32.2 All the materials shall be supplied to Block Level as per the distribution list provided in **Section-8**.

5.32.3 The details of work is as shown in **Section-9**.

5.33 BARRING OF SELLING TENDERED MATERIALS IN THE MARKET

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

5.34 SAMPLE COPIES

Supplier shall supply **10 sets** of Nali kali materials of each package and **30 copies** of workbooks title wise free of cost, to the publisher i.e. The Managing Director, Karnataka textbook society®.Failing which, bill shall not be processed.

5.35 APPROVAL FOR PRINTING

5.35.1 The successful bidder shall be collected CD's and get dummy approvals from the below mentioned office.

Package-1	Office
Class-1,2,3(kannada medium) progress chart,weather chart	SSK
Class-1,2(urdu medium) progress chart,weather chart	DSERT
Class-2 english nalikali learning materials	SSK
Package-2	
Class-1 english workbook-1,2	SSK
Class-2 english workbook	SSK
Teachers handbook(Kannada and Urdu)	SSK

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 BookSociety®.
- 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 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.**

6.2.2 Inspection and tests prior to despatch shall comply with the technical specifications fixed for the work books and Nalikali materials:

6.2.3 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 Nalikali Work books and cards falls below the prescribed standards.

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

6.2.5 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.

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 enter 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,

size, colours, specification and measurements to the Block Resource centers as prescribed by the purchaser. He should comply with all the tests specified by the purchaser or any other Officer authorized for this purpose, satisfactorily.

- 6.2.10 Prices quoted by the Tenderer shall be fixed during the Tenderers performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22. **However, any increase in the statutory levies will be compensated by the purchaser. Similarly any reduction shall be to the credit of the purchaser.**

6.3 DELIVERY AND DOCUMENTS (GCC CLAUSE 5.11)

Upon despatch of the materials the supplier shall notify the purchaser and the insurance company by fax / e-mail / letter, the full details of the transport including contact number, vehicle receipt number and date, description of materials, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- a) Two copies of the Supplier invoice showing materials description, quantity;
- b) Inspection Certificate issued by the third party inspection agency viz` the **D P S`**

The above documents shall be received by the Purchaser before arrival of the materials (except where the materials have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

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 of the Nalikali material 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 70GSM and above quality paper for Delivery challans and shall be in **orange 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. BEO's /authorized representative of BEO's for having received title wise number of charts 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;
- Package/Item wise Quantity offered for Quality inspection and date;
- Package/Item wise Quantity accepted/rejected by inspection agency and date
- Production of Nalikali material Package/Item wise completed and ready for QC/Despatch.
- Package/Item wise Quantity dispatched/delivered to consignees.
- 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

SPECIFICATIONS OF RAW MATERIALS

The following quality parameters with tolerance limits prescribed by BIS 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(gloss or matt) with the following specifications.

Sl. no.	Properties	Requirement	Reference
1	GSM	210 GSM	+/-2%
2	Bulk Minimum cc/g	0.8 cc/gm	
3	Tear Factor	MD- minimum 45 minutes CD – minium 50 minutes	
4	Breaking Length in mtrs	MD- 3600 (+/-) 200 CD – 1600(+/-) 200	
5	Brightness (Minimum) %	85(+/-2%)	-do-
6	Opacity(Minimum)	85 (+/-2%)	-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	

The specifications of both side surface sized and machine finished coated pulp Boards/Ivory Boards or both side coated Art Boards of 170GSM

Sl. no.	Properties	Requirement	Reference
1	GSM	170 GSM(+/-2.5%)	
2	Bulk Minimum cc/g	0.78	
3	Tear Factor	MD- minimum 45 minutes CD – minium 50 minutes	
4	Breaking Length in mtrs	MD- 3600 (+/-) 200 CD – 1600(+/-) 200	
5	Brightness (Minimum) %	85(+/-2%)	-do-
6	Opacity(Minimum)	85 (+/-2%)	-do-
7	Cobb, max avg	28(+/-2%)	-do-
8	Wax pick	No. 10A Clear	-do-
9	Smoothness ml/minute, Top (Bendsten) max Wire	200 maximum 250 maximum	-do- -do-
10	Colour	White	

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

Sl no.	Properties	Requirement	Reference
1	GSM	60 no tolerance / 100GSM (+/-1%)	
2	Breaking Length MD/CD	3800 (+/-) 200 1800(+/-) 200	IS 1848:1991
2	Brightness (Minimum) %	80 (+/-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)	200(max)- Top	-do-
		250(max)- Wire	-do-
8	Colour	White	

Note :

- Paper shall be of A-Grade and made out of 100% virgin pulp and shall not contain any recycled pulp or mechanical pulp exceeding 20%.
- The parameter mentioned are at their minimum levels as per IS 1848:1991.
- The reel width for the books mentioned in this tender shall invariably minimum of 860mm. similarly the cut off shall be minimum of 578/610mm.usage of lesser width reels is strictly not accepted.the cut off may be slightly more.No weightage will be given for any increase in the cutoff though it is treated as a positive deviation.
- Though option is given for boards (i.e., pulp board/artboard/ivory board). However each item shall have to be printed with one variety of material only.

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. Lamination:

12 micron BOPP film wet or thermal

6. Varnish (UV coating) – Only for workbooks, Atleast 3 microns of UV coating

Book size

The print area to be as per design given. Printing size is as per the schedule of requirement.

For package-1 : A4 size cards , trimmed cards size should be **21*29.7**cm

package-2 : Work books,A4 size ,the trimmed Book size has to be **21*28** cms with a tolerance of 1mm for 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;

Sl.No	No. of Text Pages**	Method of Binding
1	Equal to or less than 128	Center pinning
2	Above 129 and above	Side pinning + perfect Binding.(with min two pins)

** 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.

For Package-1 : The Supplier shall be required to pack all the items as mentioned in the schedule of requirements in a corrugated box made out of 3 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. The format to print by the purchaser.

Kannada medium Box includes; kannada progress chart+weather chart+Class-2 English learning cards.

Urdu medium Box includes; Urdu progress chart+weather chart+Class-2 English learning cards.

For package-2: The book shall be strapped mechanically with 3 ply corrugated board on top and bottom of each bundle. The number of books in each bundle shall be **50 only**.

Method of quality Checking

The quality checking will be in 4 levels as explained in clause 5.7, of Section - 5

SECTION - 8

SCHEDULE OF PLACE OF DELIVERY (Package No-1,2)

The tendered materials have to be supplied to the Block Resource Centers across the state. The actual number of sets of tendered materials to be supplied to the delivery points shall be provided as “**Distribution List**” along with the Purchase Order.

Sno	District	Taluka	Sno	District	Taluka
1	Bangalore North	North 1	34	Mandya	KR pet
2	Bangalore North	North 2	35	Mandya	Maddur
3	Bangalore North	North 3	36	Mandya	Malavally
4	Bangalore North	North 4	37	Mandya	Mandya South
5	Bangalore South	South 1	38	Tumkuru	Chikkanayakanahally
6	Bangalore South	South 2	39	Tumkuru	Gubbi
7	Bangalore South	South 3	40	Tumkuru	Kunigal
8	Bangalore South	South 4	41	Tumkuru	Tiptur
9	Bangalore South	Anekal	42	Tumkuru	Tumakuru
10	Bangalore rural	Devanahally	43	Tumkuru	Turuvekere
11	Bangalore rural	Doddaballapura	44	Madhugiri	Koratagere
12	Bangalore rural	Hoskote	45	Madhugiri	Madhugiri
13	Bangalore rural	Nelamangala	46	Madhugiri	Pavagada
14	Ramanagara	Channapatna	47	Madhugiri	Sira
15	Ramanagara	Kanakapura	48	Davangere	Channagiri
16	Ramanagara	Magadi	49	Davangere	Davangere North
17	Ramanagara	Ramanagara	50	Davangere	Davangere South
18	Kolar	Bangarpet	51	Bellary	Harapanahalli
19	Kolar	KGF	52	Davangere	Harihara
20	Kolar	Kolar	53	Davangere	Honnali
21	Kolar	Malur	54	Davangere	Jagalur
22	Kolar	Mulabagal	55	Chitradurga	Hiriyuru
23	Kolar	Srinivaspur	56	Chitradurga	Chitradurga
24	Chikkaballapur	Bagepally	57	Chitradurga	Challakere
25	Chikkaballapur	Chikkaballapur	58	Chitradurga	Holalkere
26	Chikkaballapur	Chinthamani	59	Chitradurga	Hosadurga
27	Chikkaballapur	Gowribidanur	60	Chitradurga	Molakalmuru
28	Chikkaballapur	Gudibande	61	Chamaraj Nagar	Chamarajnagar
29	Chikkaballapur	Shidlagatta	62	Chamaraj Nagar	Gundlupet
30	Mandya	KR pet	63	Chamaraj Nagar	Kollegal
31	Mandya	Maddur	64	Chamaraj Nagar	Hanuru
32	Mandya	Malavally	65	Chamaraj Nagar	Yalanduru
33	Mandya	Mandya South			

66	Haveri	Byadagi	105	Dakshinakannada	Bantwala
67	Haveri	Hanagal	106	Dakshinakannada	Belthangady
68	Haveri	Haveri	107	Dakshinakannada	Mangaluru City
69	Haveri	Hirekerur	108	Dakshinakannada	MangaluruTaluk
70	Haveri	Ranebennur	109	Dakshinakannada	Mudigere
71	Haveri	Savanur	110	Dakshinakannada	Putturu
72	Haveri	Shiggao	111	Dakshinakannada	Sullya
73	Mysuru	Heggadadevanakote	112	Udupi	Byndoor
74	Mysuru	Hunsur	113	Udupi	Kundapura
75	Mysuru	K R Nagara	114	Udupi	Brahmmavara
76	Mysuru	Mysuru North	115	Udupi	Udupi
77	Mysuru	Mysuru Taluk	116	Udupi	Karkala
78	Mysuru	Mysuru South	117	Shivamogga	Bhadravathi
79	Mysuru	Nanjangud	118	Shivamogga	Hosanagara
80	Mysuru	Periyapatna	119	Shivamogga	Sagara
81	Mysuru	T Narasipur	120	Shivamogga	Shikaripura
82	Kodagu	Madikeri	121	Shivamogga	Shivamogga
83	Kodagu	Somawarpet	122	Shivamogga	Soraba
84	Kodagu	Virajpet	123	Shivamogga	Tirthahalli
85	Hassan	Aluru	124	Belagavi	Belagavi city
86	Hassan	Arakalagudu	125	Belagavi	Belagavi taluk
87	Hassan	Arasikere	126	Belagavi	Bailhongal
88	Hassan	Belur	127	Belagavi	Kittur
89	Hassan	Channapatna	128	Belagavi	Khanapur
90	Hassan	Hassan	129	Belagavi	Ramadurga
91	Hassan	Holenarasipura	130	Belagavi	Savadatti
92	Hassan	Sakaleshpura	131	Chikkodi	Athani
93	Chikkamagaluru	Biruru	132	Chikkodi	Kagwad
94	Chikkamagaluru	Chikkamagaluru	133	Chikkodi	Chikkodi
95	Chikkamagaluru	Kadur	134	Chikkodi	Nippani
96	Chikkamagaluru	Koppa	135	Chikkodi	Gokak
97	Chikkamagaluru	Mudigere	136	Chikkodi	Mudalagi
98	Chikkamagaluru	NR Pura	137	Chikkodi	Hukkeri
99	Chikkamagaluru	Sringeri	138	Chikkodi	Raibag
100	Chikkamagaluru	Tarikere	139	Uttar kannada	Karwar
101	Koppal	Koppal	140	Uttar kannada	Ankola
102	Koppal	Gangavati	141	Uttar kannada	Kumta
103	Koppal	Kustagi	142	Uttar kannada	Honnavar
104	Koppal	Yelburga	143	Uttar kannada	Bhatkal

144	Gadag	Gadag city	182	Yadgiri	Shahapur
145	Gadag	Gadag Rural	183	Yadgiri	Surpur
146	Gadag	Mundargi	184	Yadgiri	Yadgiri
147	Gadag	Nargund	185	Bagalkote	Badami
148	Gadag	Ron	186	Bagalkote	Bagalkote
149	Gadag	Shirahatti	187	Bagalkote	Biligi
150	Sirsi	Sirsi	188	Bagalkote	Hungund
151	Sirsi	Siddapur	189	Bagalkote	Jamakhadi
152	Sirsi	Yellapur	190	Bagalkote	Mudhol
153	Sirsi	Mundagod	191	Vijayapura	Bagewadi
154	Sirsi	Haliyal	192	Vijayapura	Vijayapura City
155	Sirsi	Joida	193	Vijayapura	Vijayapura Rural
156	Ballary	Ballari East	194	Vijayapura	Chadchan
157	Ballary	Kurugodu	195	Vijayapura	Indi
158	Ballary	Hadagali	196	Vijayapura	Muddebihal
159	Ballary	HB halli	197	Vijayapura	Sindagi
160	Ballary	Hospet	198	Dharwad	Dharwad Rural
161	Ballary	Kudligi	199	Dharwad	Dharwad City
162	Ballary	Sandur	200	Dharwad	Hubballi Rural
163	Ballary	Siruguppa	201	Dharwad	Hubballi City
164	Raichur	Devdurga	202	Dharwad	Kalagatagi
165	Raichur	Lingasuguru	203	Dharwad	Kundagola
166	Raichur	Manvi	204	Dharwad	Navalgunda
167	Raichur	Raichur			
168	Raichur	Sindhanur			
169	Bidar	Aurad			
170	Bidar	Basavakalyan			
171	Bidar	Bhalki			
172	Bidar	Bidar			
173	Bidar	Humnabad			
174	Kalaburgi	Afzalpur			
175	Kalaburgi	Alanda			
176	Kalaburgi	Chincholi			
177	Kalaburgi	Chittapur			
178	Kalaburgi	Kalaburgi North			
179	Kalaburgi	Kalaburgi South			
180	Kalaburgi	Jewargi			
181	Kalaburgi	Sedam			

SECTION-9

Schedule of Requirements

PACKAGE NO - 01
Part - 1

Class-1,2 and 3 Progress Charts and & Weather charts for Kannada medium

EMD amount for Package-1(Part1,2 &3) – 10,22,000/-

Substance : 170 gsm Pulp Boards , Board means Art board (gloss or mat) or Both sides coated virgin pulp board or Ivory board.

Colour : 4 colour

Size : A4 (21x29.7 cms)

Quantity : approximately 55530 sets.

Packing : To be packed in corrugated boxes made out of 3 ply corrugated boards.

Sl.no	Description	Size	Class	Printing Specification	Total no of Sheets	Total pages	Estimated unit rate per set in Rs.
1	Progress Chart, Kannada	A4 (21x29.7 cms)	1	Calendar type, both side printing centre pinning (No Lamination)	10	20	30.62
			2		8	16	
			3		6	12	
2	Progress Chart, Maths	A4(21x29.7 cms)	1	Calendar type, both side printing centre pinning (No Lamination)	8	16	35.48
			2		10	20	
			3		10	20	
3	Progress Chart, EVS	A4(21x29.7 cms)	1	Calendar type, both side printing centre pinning (No Lamination)	4	8	18.49
			2		4	8	
			3		6	12	
4	Weather Charts	A4(21x29.7 cms)		single side printing, Top pinning, calendar type, progress card type thick sheet (No Lamination)	10	10	11.82
Total amount per set							96.41
Note : Each box shall contain = (3+3+3+1 = 10 Items)							

Part – 2

Class-1 and 2 Progress Charts and & Weather charts for Urdu medium

Substance : 170 gsm Pulp Boards , Board means Art board (gloss or mat) or Both sides coated virgin pulp board or Ivory board.

Colour : 4 colour

Quantity : approximately 5100 sets.

Size : A4 (21x29.7 cms)

Packing : To be packed in corrugated boxes made out of 3 ply corrugated boards.

Sl.no	Description	Size	Class	Printing Specification	Total no of Sheets	Total pages	Tender Unit Rate per set in Rs.
1	Progress Chart, Urdu	A4 (21x29.7 cms)	1	Calendar type, both side printing centre pinning (No Lamination)	10	20	23.66
			2		6	12	
2	Progress Chart, Urdu-Maths	A4(21x29.7 cms)	1	Calendar type, both side printing centre pinning (No Lamination)	6	12	20.81
			2		8	16	
3	Progress Chart, Urdu- EVS	A4(21x29.7 cms)	1	Calendar type, both side printing centre pinning (No Lamination)	4	8	12.33
			2		4	8	
4	Weather Charts- urdu medium	A4(21x29.7 cms)		Single side printing, Top pinning, calendar type, progress card type thick sheet (No Lamination)	10	10	13.52
Total amount per set							70.31
Note : Each box shall contain = (2+2+2+1 = 7 Items)							

Part - 3

Class-02 English Nali-Kali Learning Materials

Quantity = approximately 60,630

Paper and Board specification 170/210 GSM Both sides surface sized and machine finished coated pulp boards/Ivory boards or both sides coated Art boards(Gloss or matt) ,100 GSM Maplitho paper

Sl. No	Description	Size	Colour	Qty per package	Printing	Paper quality	Lamination	Other Details	Unit rate per set in Rs.
1	Teaching Cards – Listening and Speaking (L&S)	A4	4	53 Cards, 106 pages	53 Cards ,Both side printing	210 GSM Board	Both side	Gathering of the cards	161
2	Teaching Cards – Listening and Speaking (L&S)	A4	4	20 Cards, 20 pages	20 Cards single side printing ,	210 GSM Board	Both side	Gathering of the cards	57
3	Flash Cards – Listening and Speaking (L&S)	A5	4	10 Cards 20 Pages	10 Cards Both side printing,	210 GSM Board	Both side	Gathering of the cards	18
4	Flash Cards – Listening and Speaking (L&S)	A5	4	53 Cards 53 Pages	53 Cards single side printing	210 GSM Board	Both side	Gathering of the cards	82
5	Teaching Charts- Calendar Type	18" x 24"	4	9 sheets 9 pages	9 sheets of charts with calendar type(Top wiro with hanging),One side printing	210 GSM Board	One side	Calendar type, to be rolled wiro with hanger hook	92

6	Progress Chart Listening & Speaking (L&S)	18" x 24"	4	1sheet 1 page	One poster chart of the progress ladder for L & S one side printing.	210 GSM Board	Both side	Both sides rimming with loop for hanging	18
7	Ladder– Listening, Speaking,	A4	B/W	1 sheets 1 Page	Numbers of sheets-1	100 GSM maplitho paper	Both side		2
8	Ladder–Reading & Writing (RW)	A4	B/W	Sheets-3 Pages -6	Numbers of Sheets-3 with two folds	100 GSM maplitho paper	Both side	with two folds	5
9	Playing Cards - Listening & Speaking (L & S)	2.5" X 3.5"	4	23 Cards	23 Cards	210 GSM Board	Both side	With Round corners	10
10	Playing Cards - Reading & writing (R & W)	2.5" X 3.5"	B/W	160 Cards 06 cards * 10 times=60 20 cards*5 times=100	160 Cards-both side printing,	210 GSM Board	Both side	With Round corners	55
11	Pragathi Nota – Listening & Speaking (L& S)	A4	4	Number of sheets- 2 (4 Pages)	Book let of 4 pages	170 GSM Pulp/Ivory Board		Single fold	3
12	Pragathi Nota – Reading & Writing (R & W)	A4	4	Number of sheets - 6 (12- pages)	Booklet of 12 pages Center Pinning, Both side printing	170 GSM Pulp/Ivory Board	-	Single fold ,centre pinning with two pins	8

13	Teacher cards – Reading & Writing (R & W)	A4	4	Sheets-84 Pages -84	Number of cards-84 single side	210 GSM Board	Both side lamination	Gathering of the cards	234
14	Teacher cards – Reading & Writing (R & W)	A4	4	Sheets-44, pages -88	Number of cards-44 both side	210 GSM Board	Both side lamination	Gathering of the cards	129
15	Flash cards-R&W sight words	A5	4	Sheets-40	Number of cards-40 single side printing	210 GSM Board	Both side lamination	Gathering of the cards	60
16	Plates cards (Thatte)	Dia of each plate shall be 22 cms	4	3 Plate cards	Single side printing	210 GSM Board	Both side		12
17	Readers for class-2	A4	4	7 *8=56 pages	7 Readers (8 Pages-Level- 02), Both side printing	210 GSM Board	Outer Cover, lamination with 2 centre pinning	Centre pinning with two pins	83
Total amount per set									1029

Cover = 210 GSM Art Board (Gloss matt), Both sides coated pulp board or Ivory board.

Packing : Kannada medium Each box shall have =10 progress chart+weather card+17 ENK-2 cards=27 items,

Urdu medium Each box shall have =7 progress chart+weather card +17 ENK-2 cards =24 items

Package – 2

Text Paper - 60GSM

Cover page - 210 GSM Art Board (Gloss matt), Both sides coated pulp board or Ivory board.

Sno	Tittle code	Class	Title	Size	Colour	Pages	Approximate copies	Approximate Pages	Estimated unit rate per page	Estimated value	EMD
1	EN-01-NKE-A1	1	Nalikali_English_Work book -1	A4	4	108	400000	43200000	0.2225	9612000	542000
2	EN-01-NKE-B1	1	Nalikali_English_Work book -2	A4	B/W	100	400000	40000000	0.1958	7832000	
3	EN-02-NKE-A1	2	Nalikali_English_Work book	A4	4	196	400000	78400000	0.2230	17483200	
4			ENK-Teachers Handbook-Kannada	A4	B/W	100	55000	5500000	0.1983	1090650	
5			ENK-Teachers Handbook-Urdu	A4	B/W	100	3500	350000	0.2378	83230	
Total										36101080	

APPENDIX - 1

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

POWER OF ATTORNEY

Know all men by these presents, we..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Implementation of printing and supply of tendered material to to supplier as per the distribution points given by the purchaser within Karnataka for the **Academic year 2021-22**, 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 Block education offices
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 Block education offices within Karnataka, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

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

Dated this..... Day of, 2021

.....
(Name of the Bidder)

(Signature of the Authorized Person)

(Name and designation of the Authorized Person)

APPENDIX - 5

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

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

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

WHEREAS

1. M/s..... a Legal Entity having its registered office at..... (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid implementation of printing and supply of tendered material to Block education offices as mentioned in **Section-8** of this tender.
2. In terms of **Clause 2.28** of the Tender Document datedissued in respect of the Project, the Bidder is required to furnish to The Karnataka Text book Society(R) an unconditional and irrevocable Bank Guarantee for an amount of Rs. (Rupees only) as Performance Security 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 March 2022** 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

In any one year from 2017-18 to 2019-20

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

APPENDIX - 7

FORMAT FOR STATEMENT OF EXPERIENCE

Name of the Firm.....

Financial Year from 2017-18 , 2018-19 & 2019-20

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

Rs. In lakhs

SI No	Particulars	2017-18	2018-19	2019-20	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

Package-1

Sl no	Category and the Description of the machinery prescribed	Quantity Minimum	Machinery/Other requirements offered by the printer	Quantity Offered	Production capacity per hour.(no.of pages/no.of books)
Pre-Printing machinery					
1	Computer to Plate making plant with processor capable of making plates in the sizes of Double Crown, A-1 and such similar sizes	one unit			
Printing machinery					
1	Four colour sheet fed CPC offset printing machine with a Sheet size of 610mmX860mm or above capable of printing on Boards of at least 220 GSM. (one machine if the printing format is 61x86cms)	one unit			
	Folding of A-2 size or Creasing machine of A-2 size	one unit one unit			
Binding and Finishing Machinery					
1	Fully automatic 3 side cutting machine capable of trimming books of A4 size on 3 sides at a time.	One unit			
2	Fully automatic programmatic cutting machine 115 cms size (min)	Two units			
3	Film Laminating Machines of minimum width of 43 cms or Film Laminating Machines of minimum width of 61 cms	Two units One unit			
4	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute.	Two units			

Package No-2

Sl no	Category and the Description of the machinery prescribed	Quantity	Machinery/Other requirements offered by the printer	Quantity Offered	Production capacity per hour.(no.of pages/no.of books)
Pre-Printing machinery					
1	Computer to Plate making plant with processor capable of making plates in the sizes of Double Crown, A-1 and such similar sizes	one unit			
Printing machinery					
1	Four colour web offset machine with a minimum 578/610mm cutoff, loadable with 860 mm width reels with with quarter folding shall not be less than 15,000 cycles per hour.	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			
	Folding of A-2 size or Creasing machine of A-2 size	one unit one unit			
Binding and Finishing Machinery					
1	Fully automatic stand alone perfect binding machine of minimum 6 clamps with 2000 cycles per hour OR equivalent production or more. <i>(Note: required to achieve a production of at least 15,000 books per shift.)</i>	one unit			
2	Fully automatic 3 side cutting machine capable of trimming books of A4 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	Wire stitching machine capable of pinning at least 12.5 mm at the speed of about 40 cycles per minute.	two units			
	or Fully Automatic Section sewing machines, capable of sewing at least 20x25 cms books at 100 signatures per minute.	Two units			

For Both packages

Requirement	Availability with printer
<p>Manpower:</p> <p>Availability of qualified and trained manpower with qualified supervisors for quality checking in the production line.</p>	
<p>Factory and Storage Space:</p> <p>The plant shall be well planned and is required to be in easily accessible location.</p> <p>Factory should be laid out in an area of about 10,000 sq feet to have easy and safe movement of the materials apart from the 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.</p>	

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 ofin one Shift on Sheet fed offset machines.
2. I can print impressions withpages in each impression in one Shift on Web Offset machines
3. Our Shift hours areper Shift.
4. We operate.....Shifts per day.
5. I can produce and supplyno of packages within **60 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 in **the office of the purchaser** or from any authorized officials.
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 **2021-22** 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 2021-22 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 Package no-1/package no-2 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	GST %	EMD paid
1			
2			

(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	60 GSM/80GSM /100 GSM tolerance+/- 1%	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 210 GSM Board (Art Board / Both side coated pulp board /Ivory board) Both side surface sized and machine finished coated pulp/Ivory boards or both sides coated Art Boards of 170 GSM

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	210 GSM +/- 2.5% GSM 170 GSM +/- 2% GSM	For every 1% reduction in the GSM excluding tolerance provided a penalty of 0.5 % of the value of the lot .

Penalty for deviation in Printing Quality

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

Penalty for deviation in Size of the book:

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

Penalty for deviation in Binding Quality:

Sl.No	Defect	Penalty
1	Cross cutting a maximum of 3 mm. and only if no text matter is cut	5% of the value of the lot
2	Rough cutting	1% of the value of the lot
3	Improper cover adhesion, Cavity spines, Chip out at the edges	2% of the value of the lot
4	Non pinning (perfect binding without doing side pinning)	5% of the value of the lot
5	Single pinning (perfect binding with single, side pinning)	2.5% of the value of the lot
6	Pages peeling off, No adhesive running	Outright rejection of the lot

Penalty for deviation in Quality of the Varnish

Sl.No	Defect	Penalty
1	If the defects found at third level of inspection ➤ UV not done ➤ UV not done properly	The lot will be categorically rejected.
2	If the same defects found at fourth level	two times of the value of estimated rates on a Lot.

Penalty for deviation in Quality of the Lamination

Defect	Defects type	Penalty
Required lamination quality is 12 microns BOPP Film	Wrinkles,improper gumming,Air gaps found	5% of the cost of lamination after technical assessment.

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

Note:

1. At the Third level inspection, The LOT means quantity offered by the supplier for inspection.
2. At the fourth level inspection, the LOT means the quantity supplied to the concerned district from where the sample is drawn.
3. Any deviation over and above the tolerance limits is highly discouraged. However, under inevitable circumstances if the books are accepted with the deviations at the descretion of the Purchaser the above penalties will be levied.
4. Apart from such levies the Purchaser may also consider to blacklist such suppliers.
5. The Purchaser is the final authority to assess the deviations and their extent.
6. It is not a right of the Supplier to demand for acceptance of the defective lots.
7. At the Third level inspection, the sample quantity is generally 5% of the lot.
8. The lot may be accepted with the above penalty or the supplier may be advised to replace the LOT.
9. The lots with any negative deviation beyond the above mentioned limits will be categorically rejected up to third level of inspections.
10. If books/cards with any negative deviation beyond the above mentioned limits are found at fourth level of inspection, then the penalty will be imposed at the above mentioned rates or as per the descretion of the purchaser.
11. Any of the technical and manufacturing defects which have not been listed above will attract penalty based on technical and financial assesement 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 2021-22 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:

PROFORMA OF DELIVARY CHALLAN

To be generated online in SATS portal only for packages 89 and 124
For packages 1 to 4 for Nali-Kali learning materials to be generated manually

(NAME & ADDRESS OF THE BIDDER)

DC No:

Date:

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

GSTIN:- 29AABAT3059Q1ZS

Point of Delivery

Block Resource center

_____ Taluka

_____ District

Ref : Work Order No:

Date:

Sl.No	Item Discription	No of Sets Ordered	No of sets supplied	Total No of sets Received	Balance sets yet to be received
	Total				

Certified that the above sets of Nali-Kali materials 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 BEO /Person in charge only.
3. Number of Nali-Kali material sets received by the BEO/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 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 **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 Purchase Order vide 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	Description	Colour	Size	Sheets	printing pages	Quantity	Agreed Price
------	-------	-------------	--------	------	--------	----------------	----------	--------------

Total Value: Rs. _____ (Rupees _____ only)

Delivery Schedule : **60** days from the next date of the CD issued or as mentioned else where in the document

Supply schedule : enclosed with the contract agreement.

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

Agreement validity : **28th February 2022**

5. Assigning of Contract Agreement in whole or part

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

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

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of : _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of : _____

Appendix- 17

(Format for undertaking of being a Printer)

Date:

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

Sir,

We confirm that we have Production plant in Karnataka and have been in the business of printing and supply of books / text books since -----in Karnataka State, My GST registration number is - -----.

Yours faithfully,

(Authorized Signatory)

APPENDIX - 18

BID FORM

To

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

Sir/Madam,

I have examined the Bidding Documents including Addenda No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print tendered materials as per selected packages and supply to the concerned Offices as per **Section-8** within the state of Karnataka. For which necessary Bid security (EMD) declaration submitted for future action.

Terms and conditions:-

1. We undertake, if our Bid is accepted, we will supply tendered materials to concerned Block Educational Offices in accordance with the terms and conditions laid down in the tender document.
2. If our bid is accepted we will furnish the performance security for the due performance of the Contract, in the form prescribed by the purchaser.
3. We agree to abide by this bid for a period of **90** days after the date fixed for bid submission under **Clause 2.11** of the Instruction to Bidders and shall remain binding upon us and may be accepted to extend at any time before the expiry of that period as per **clause 2.12**.
4. We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We understand that contract conditions and the time stipulated for execution of tender is **60 days**.

Dated this _____ day of _____ 2021

Signature: _____
(in the Capacity of): _____

Duly Authorized to sign bid for and on behalf of

Place : _____