



SCHEDULE - D

**GOVERNMENT OF KARNATAKA  
(DEPARTMENT OF PUBLIC INSTRUCTION)**

**KARNATAKA TEXT BOOK SOCIETY®  
( Works Tender )  
Printing & supply of School Text Books  
Tender Document  
( 2-Bid System )**

**2015-16**

**Tender through e-procurement  
for Printing and Supply of textbooks in  
Kannada , English, Hindi , Urdu , Tamil , Telugu , Marathi , Sanskrit,  
Konkani ,Tulu , Arabic & Persian languages for 10th Standards in  
schools located within the State of Karnataka**

**[ Tender fee Rs 15,000/ for the firms including VAT ]**

**Managing Director ,  
Karnataka Text Book Society(R) ,  
No. 4, DSERT Building, 100 Feet Ring Road,  
Hosakerehalli, Banashankari 3<sup>rd</sup> Stage, Bengaluru-560 085  
Phone: 080 – 26422238, 26422245,  
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**[jdktdbs@gmail.com](mailto:jdktdbs@gmail.com)**

**website: [www.schooleducation.kar.nic.in](http://www.schooleducation.kar.nic.in)**

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

**help line : 080-25501216 / 080-25501227**



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

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No. 4, DSERT Building, 100 Feet Ring Road,  
Hosakerehalli, Banashankari 3<sup>rd</sup> Stage,  
Bengaluru – 560085  
Dated: 04/09/2014

No:A7/ KTBS/2015-16 TBP-Tender-02/21/2014-15

**COMBINED TENDER NOTIFICATION**

(e- procurement)

Tenders are invited under Two Bid System on Government of Karnataka e-procurement platform from eligible printers having Infrastructure as stipulated in the Tender Document within the States of Karnataka, Maharashtra, Telangana, Seemandhra, Tamil Nadu, Pondicherry, Kerala & Goa to print and supply about 128 lakhs of textbooks for classes 7th & 10th in the Karnataka State for the year 2015-16.

**e-procurement portal address** : <https://eproc.karnataka.gov.in>  
**Portal Help line** : **080-25501216 / 080-25501227**

There are in all **87 titles** to be printed of textbooks, which have been classified into Schedule-C & Schedule-D two Schedules containing **18 – packages** for bidding as mentioned hereunder.

Tender Notification No.	Date of the Notification	Particulars	EMD prescribed in lakhs of Rs.
No:A7/ KTBS/2015-16 TBP-Tender-02/21/2014-15 <b>Schedule-C</b>	04-09-2014	<b>Schedule-C</b> : Packages from 62 to 72 containing 4 Colour Text Books and single colour Text books in size 1/4 <sup>th</sup> Crown. ( Total 11 Packages).	6.00
No:A7/ KTBS/2015-16 TBP-Tender-02/21/2014-15 <b>Schedule-D</b>	04-09-2014	<b>Schedule-D</b> : Packages from 73 to 79 containing single colour Text books in size 1/4 <sup>th</sup> Crown. ( Total 7 Packages)..	3.00

Each schedule is treated as a separate tender and detailed tender document are available separately in the e-portal and are also published **separately** for each schedule for reference in the department website [www.schooleducation.kar.nic.in](http://www.schooleducation.kar.nic.in).

The last date for submission of Tender is **07/11/2014 before 05.00 PM**. The pre-qualification bids ( Technical bid ) will be opened online on **10/11/2014** at 11.00am 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.

**Managing Director,  
Karnataka Text Book Society.**



**GOVERNMENT OF KARNATAKA**

**OFFICE OF THE MANAGING DIRECTOR,  
THE KARNATAKA TEXT BOOK SOCIETY,®  
NO.4. 100 FT. RING ROAD, HOSKEREHALLI,  
BSK III STAGE, BENGALURU-85  
Phone Nos. 080-26422238, 080-26422245 FAX: 26421299**

**TENDER DOCUMENT FOR  
PRINTING AND SUPPLY OF PRIMARY AND SECONDARY SCHOOL  
TEXTBOOKS TO Block Education Officer (BEO'S)  
SCHEDULE –D PACKAGES FROM 73 TO 79  
(Two Bid system)**

Sl No	Particulars	Particulars
1	Bid Reference	<b>Notification No: No:A7/ KTBS/2015-16 TBP-Tender-02/21/2014-15 Schedule-D. dated : 04/09/2014</b>
2	Bidding document available on the site till	<b>07/11/2014 , 5.00 pm</b>
3	<b>Last Date for submission of Bids</b>	<b>07/11/2014 , 5.00 pm</b>
4	Pre bid meeting	09/10/2014 , 11.00 am
5	Time and Date of opening : <b>Technical Bid</b> <b>Financial Bid</b>	<b>10/11/2014 , 11.00 am</b> <b>17/11/2024 , 11.00 am</b>
6	Opening of Bids	Online through e-procurement portal
7	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.

All bids must be accompanied by bid security( EMD ) and Tender Document Fee amount as specified under clause **1.2.1** of Section 1 of Volume 2 .

Bids will be opened online through e-procurement portal. No separate intimation in this regard will be given individually.

In the event of the date specified for bid submission and opening being declared as a holiday for Karnataka Textbook Society , opening of bids will be on the following working day at the scheduled time.

Managing Director  
Karnataka Text Book Society®  
Bengaluru

## Tender Document - Index

Sl No	Particulars	Page No
1	Cover Page	1
2	Notification	2
3	Bid schedule	3
4	Index	4
5	Volume 1 : Introduction	5
6	Volume 2 : Section 1 Instruction to Bidders	6
7	Section 2 : General Information	7
8	Section 3 Evaluation for Qualification	14
9	Section 4 Evaluation of Price Proposal	17
10	Section 5 Evaluation Methodology	17
11	Section 6 Contents of Proposal	17
12	Section 7 Bidding Schedule	19
13	Section 8 General Conditions of Contract	19
14	Section 9 Special Conditions of Contract	31
15	Volume 3 Contract agreement	35
16	Volume 4 Schedule of Place of delivery	37
17	Volume 5 Package-wise / Title-wise details	43
18	Table 1 – Bid Form	45
20	Appendix A Form for letter of proposal	46
21	Appendix B Format for Power of Attorney	47
22	Appendix C Details of Bidder	48
23	Appendix D Format for Anti-collusion certificate	49
24	Appendix E Format for Bid Security	50
25	Appendix F Format for Undertaking of being a Printer	52
26	Appendix G1 Format for Statement of Experience	53
27	Appendix G2 Format for Statement of Financial Capability	54
28	Appendix G3 Format for Statutory Auditors Certificate	55
29	Appendix H Format for Statutory Auditors Certificate regarding Financial Capability	56
30	Appendix I Format for indicating the Package group preferences and Bidder Capacity	58
31	Appendix J Tender Form & Price Schedule ( Cover 2 )	59

**Managing Director  
Karnataka Text Book Society®**

## VOLUME 1

### PRINTING AND SUPPLY OF SCHOOL TEXTBOOKS

#### A BRIEF DESCRIPTION

##### 1. INTRODUCTION

- 1.1 The Karnataka Textbook Society® herein after referred to as `the Society` is registered under the Societies Act, functioning under the Education Department, Government of Karnataka. The Society is wholly financed by the Government of Karnataka.
- 1.2 The objective of the Society is to provide quality Textbooks to Primary and Secondary School students of the schools across the state of Karnataka in accordance with the rules.
- 1.3 Free textbooks are provided to 1<sup>st</sup> to 10<sup>th</sup> Standard students of all government schools and 9<sup>th</sup> & 10<sup>th</sup> class students of all Aided Schools as per the Government policy and to 1<sup>st</sup> to 8<sup>th</sup> Standard students of all aided schools as sponsored under the project of Sarva Shikshana Abhiyana (SSA) , Karnataka .
- 1.4 Sale Textbooks are provided to all students of unaided schools in Karnataka.
- 1.5 This is a tender for printing and supply of Textbooks under free & sale category for the academic year 2015-16.

##### 2. SCOPE OF WORK

- 2.1 About 100.35lakh children are studying in 58295 primary schools and 12453 high schools in Karnataka. For the year 2015-16, out of a total of about **48 lakh** Textbooks to be printed under free and Sale category under this Tender. Free & Sale category books are to be supplied to the office of all 204 Block Educational Officers (BEO) of Karnataka, who in turn have to distribute well in time to the schools in their jurisdiction before the commencement of the academic year.
- 2.2 The successful bidder is responsible to enter into an agreement with KTBS. He should procure the paper and get the quality of paper certified by an approved testing and certifying agency appointed by the Society viz`**the Director of Printing, Stationery & Publications, Government of Karnataka, Bengaluru** and then print and supply Free & Sale Categories of Textbooks to BEO's after ensuring the quality.
- 2.3 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.

**VOLUME 2**  
**INSTRUCTION TO BIDDERS**

**SECTION 1**

**1.1. INTRODUCTION AND BACKGROUND**

- 1.1.1 Government is distributing free textbooks to all the government school students and aided school students of standards 1 to 10 and sale Books to un-aided schools across the state of Karnataka .
- 1.1.2 In pursuance of this objective, the Karnataka Textbook Society® of Government of Karnataka invites open tenders from interested parties for the printing and supply of free & sale Textbooks to all 204 BEO's. 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 Agreement forms part of this document.
- 1.1.5 The Successful Bidder would be required to print and supply Free & Sale category Textbooks to 204 BEO's of Karnataka in accordance with the terms and conditions laid down for further distribution by them.
- 1.1.6 The period of the contract shall be upto the end of academic year 2015-16 from the date of its execution.
- 1.1.7 Upon satisfactory completion of the printing and supply of school text books, payments will be made in accordance with the terms and conditions set out in this Document.

**1.2. BRIEF DESCRIPTION OF BIDDING PROCESS**

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

**Documents Constituting the Tender ( Two Bid)**

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

**Technical Bid**

1. Earnest money deposit ( EMD ) and Tender Document fee as prescribed. Tender Document fee is required to be furnished in the form of Demand draft(DD). A scanned copy of the DD shall be uploaded and the DD will be collected by KTBS during office hours on the working days prior to opening of Technical Bids. Non submission of Tender Document fee in the form of DD before the time of opening of Technical bids may lead to rejection of the bid.

**Scanned images of the following Documents**

1. Relating to establishing the qualification of the Bidder in terms of Documents/undertakings/declarations as per Appendix A to Appendix I
2. Registration Certificate of VAT/CST
3. Registration Certificate under Factories Act or SSI certificate or equivalent issued by any State or Central Department.

4. Latest VAT returns filed for the month of June 2014 or quarter ending June-2014.
5. Annual VAT returns filed for the preceding three years i.e. for the years 2011-12, 2012-13 and 2013-14.
6. Acknowledgement of IT returns filed for the preceding three years i.e. for the Assessment years 2011-12, 2012-13 and 2013-14.
7. Copy of the documents as required under clause 2.1.7
8. Details and correct address of the places of production.
9. Official e-mail address of the firm.

### **Financial Bid**

- 1.2.1 The Tender Form and the Price Schedule which **form** the Financial Bid shall be submitted online in the provided manner . A Scanned copy as per **Appendix-J** is to be uploaded as an additional document.
- 1.2.2 The evaluation of the Proposals would be carried out in 3 levels.
  - a) **FIRST LEVEL:** This stage is called “*Test-of- responsiveness*”. This stage involves an evaluation based on Qualification Submissions. Proposals found to be substantially responsive would be selected for evaluation in the **SECOND LEVEL**.
  - b) **SECOND LEVEL:** This stage is called “*Qualification*”. In this Stage the information of the Bidders relating to their experience, financial and infrastructural capability would be evaluated. Bidders meeting the experience, financial & infrastructure capability criteria as set out in this Document shall be short-listed as “*Qualified Bidders*”.
  - c) **THIRD LEVEL:** This stage is called “*Eligibility*”. In this stage the Price Bid of the “*Qualified Bidders*” would be evaluated based on the evaluation criteria for the Price Bid. The successful price bidder shall be declared as the “*Eligible Bidder.*”

### **1.3 AVAILABILITY OF TENDER DOCUMENT**

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

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

### **1.4 PROPOSAL DUE DATE**

The proposal should be uploaded on or before **07-11-2014**, before 5:00P.M.

## **SECTION 2 A. GENERAL**

### **2.1 BIDDERS**

- 2.1.1 The Legal entity eligible for participating in the qualification process shall be **the Printer** belonging to any of the States of Karnataka , Maharashtra , Telangana, Seemandhra, Tamil Nadu , Pondicherry , Kerala and Goa.
- 2.1.2 **The Printer** means an entity with the prescribed eligibility who is engaged in the business of printing and supplying of books and who has a Minimum of 3 years experience in printing and supply of books.
- 2.1.3 The legal entity should possess Technical facilities of the National/International standards. The legal entity should also have experience in printing and supply of books for a State Government/ Educational Institutions / Reputed Private Institutions located in any State of India.
- 2.1.4 The Legal Entity should have been registered as printer either under Factories Act or with department of Industries and commerce and shall have registrations under Sales Tax Act or Value Added tax Act or under Local Tax Act in their respective States in India.

- 2.1.5 The main business of the Legal Entity in the immediately preceding 3 years should be as a printer in any of the states of Karnataka , Maharashtra , Telangana, Seemandhra, Tamil-Nadu , Pondicherry , Kerala and Goa.
- 2.1.6 The Legal Entity should have achieved a minimum annual turnover of Rs.40.00 lakhs in each of the preceding 3 years i.e. 2011-12, 2012-13 and 2013-14
- 2.1.7 The following documents / information shall be submitted by the Bidders along with the Qualification Submissions:
- A legal entity incorporated as Private/Public Limited Company shall submit Certificate of Incorporation, Memorandum & Articles of Association.
  - A Partnership Firm shall submit Partnership Deed.
  - An individual or a HUF shall submit copy of VAT / ST / Local Sales Tax / Local VAT Certificate.
- 2.1.8 Any Entity which has been barred by the Education Department, Government of Karnataka (GoK), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoK/SG/GoI would not be eligible to submit a Proposal. The Bidder shall execute an undertaking to this effect as per the format enclosed in Appendix D.
- 2.1.9 Any Entity which has been declared as blacklisted by the KTBS would not be eligible to submit a proposal.

## **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 A Bidder can quote for a maximum 2- packages including Schedule-B of previous tender and Schedule-D of this tender. Maximum limit for each bidder is 2 - packages only. Each bidder shall submit bids according to his capacity. **If any successful bidder got 2 – packages in Schedule-B is not eligible to participate in this tender.** List of work packages is as shown under Volume 5. A bidder shall bid for the packages as per his production capacity.
- 2.3.3 Packages are allotted as per the terms at the sole discretion of the purchaser. As referred in clause 2.3.2, maximum number of packages to be allotted in this tender is 2 only and it shall be decided on the assessed capacity by the purchaser. If the bidder bids for the packages more than his capacity and in case the same bidder being L1 in any or all of the packages , then if the bidder subsequently shall back out of the packages whether on his own or as per the assessed capacity the Purchaser shall unilaterally decide the packages to be allotted irrespective of the preference shown and it shall be binding on the bidder .
- In such circumstances the other packages may be offered to L2 bidders with or without negotiations and the purchaser may penalize for the damages due to such misrepresentation. The penal charges shall be worked out considering the difference in L1 ad L2 rates .
- 2.3.4. Printer is eligible to quote for any of the packages as specified in clause 2.3.2



- 2.3.5. Number of Textbooks to be printed under the Work Packages as shown in Volume 5 is provisional and indicative and actual numbers of Textbooks to be printed and supplied will be as provided in the Purchase Order and the Distribution List . The number of pages in a book are all indicative.
- 2.3.6. Number of books to be printed may go up by 20% or get reduced by 20% as per the actual requirement and they shall be as in the Purchase order and the Distribution List . In exceptional circumstances the numbers may go up or get reduced further.
- 2.3.7. Details of number of Textbooks (Supply List) to be supplied to each destination shall be provided along with the Purchase order.

## **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 204 Block Educational Offices and ascertaining for himself the location, surroundings, or any other matter considered relevant. Schedule of place of delivery is shown under Volume 4 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 Managing Director, Karnataka Textbook Society, Bengaluru** 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 of the grounds for the said action. Any Bid with incomplete information is liable for rejection. For each category of pre-qualification criteria, the documentary evidence is to be produced duly attested by the bidder, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.
- 2.5.2 **If any information given by the bidder is found to be false / fictitious, the bidder will be debarred and will be recommended for blacklisting and in such a situation the purchaser i.e.KTBS, may,**
- a) invite the next best Bidder to match the Proposal submitted by the best Bidder; OR,
  - b) take any such measure as may be deemed fit in its sole discretion including annulment of the bidding process.

## **B. DOCUMENTS**

### **2.5.3 CONTENTS OF TENDER DOCUMENT**

**2.5.4** The Tender Document comprises the contents as listed below, and would additionally include any Amendment / Addenda issued in accordance with Clause 2.6.

- a) Volume 1 A Brief Description of the Project
- b) Volume 2 Instructions to Bidders
- c) Volume 3 Draft Agreement
- d) Volume 4 Schedule of Place of Delivery
- e) Volume 5 List of Packages
- f) Appendix A to J

## **2.6 CLARIFICATIONS/AMENDMENTS / ADDENDA OF TENDER DOCUMENT**

- 2.6.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by fax 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 no later than 7 days prior to the deadline for submission of tenders prescribed by the Purchaser. Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.
- 2.6.2 At any time prior to the Proposal Due Date, the purchaser may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda.
- 2.6.3 Any Addendum thus issued will be hosted on the e-procurement website and department website [www.schooleducation.kar.nic.in](http://www.schooleducation.kar.nic.in).
- 2.6.4 In order to provide the Bidders a reasonable time to examine the Addendum, or 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 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 language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### **2.8 BID SECURITY (EMD)**

- 2.8.1 Each Proposal should be accompanied by a Bid Security (EMD) **of Rs 3,00,000/- (Rupees Three Lakhs only)**. The Bid Security shall be kept valid for at least 60 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), NEFT(National Electronic Fund Transfer), OTC(Over the counter)**.
- 2.8.3 The Bid Security shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The Bid Security (EMD) submitted by the Successful Bidder shall be held as Security Deposit by KTBS till such time the contract is fully complete and shall be discharged along with the Performance Bank Guarantee.
- 2.8.4 The Bid Security shall be forfeited in the following cases:
- If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.14;
  - If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
  - If the Successful Bidder fails to provide the Performance Security within the stipulated time or the extended time thereof.
  - If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

## **2.9 VALIDITY OF PROPOSAL**

Proposal shall remain valid for a period not less than 240 days from the last date for submission of bids from the Proposal Due Date ("Proposal Validity Period"). *KTBS* reserves all the rights to reject any Proposal, which does not meet this requirement.

## **2.10 EXTENSION OF VALIDITY OF PROPOSAL**

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, *KTBS* may request Bidders to extend the Proposal Validity Period for a specified additional period.

## **2.11 FORMAT AND SIGNING OF PROPOSAL**

2.11.1 The Bidder would provide information 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.

2.11.2 The Bidder shall submit the proposal in two Covers online, namely,

- a) Technical Bid, consisting of the details mentioned in **section 6** of this tender document and
- b) Price Bid, consisting of the Bidders lowest quoted rate being the financial proposal for the project in prescribed format (Appendix J).

## **2.12 METHOD OF SUBMISSION OF PROPOSALS**

2.12.1 The proposals shall be submitted online in the e-portal in the Provided formats only. Scanned copies of the same shall be uploaded where ever sought

2.12.2 The e-portal itself will disqualify the improper and delayed Bids and *KTBS* shall assume no responsibility for any such eventualities.

## **2.13 PROPOSAL DUE DATE**

2.13.1 Proposals should be submitted only on-line and through the notified Government of Karnataka e-procurement platform before 5:00 PM 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.

2.13.2 *KTBS* 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.

## **2.14 MODIFICATIONS/SUBSTITUTION/WITHDRAWAL OF PROPOSALS**

2.14.1 Any modification, Substitution, withdrawal of proposal can be made by the tenderer only through the said e-portal in the form and manner as provided.

2.14.2 To assist in the examination, evaluation, and comparison of Proposals, *KTBS* may utilize the services of consultant(s) or advisor(s).

## **D. EVALUATION OF PROPOSAL**

### **2.15 PROPOSAL OPENING**

2.15.1 *KTBS* would open online, the Qualification, Submissions as per the schedule for the purpose of evaluation.

2.15.2 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with **Clause 2.14** will not be opened. However for technical reason if it opens it will not be considered.

2.15.3 *KTBS* would subsequently examine and evaluate Proposals in accordance with the criteria set out in Sections 3, 4 and 5 of this Tender Document.

### **2.16 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. *KTBS*

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. **KTBS** 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.

## **2.17 TESTS OF RESPONSIVENESS**

2.17.1 Prior to evaluation of Proposals, **KTBS** 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/deemed to be received by the Proposal Due Date including any extension thereof pursuant to Clause 2.13
- b) is accompanied by the Power of Attorney, the format for which is specified in Appendix B
- c) contains all the information as requested in this document
- d) contains information in formats same as those specified in this document
- e) Proof of Ownership of a Printing Press as per the criteria prescribed and their location within the states of India .
- f) VAT Registration Certificate .
- g) VAT Returns filed before proper authorities .
- h) PAN Certificate . IT returns filed before proper authorities .
- i) Copy of the title deed or lease agreement in support of ownership / hire / lease of infrastructure facilities like building / godown
- j) mentions the validity period as set out in Clause 2.9.

2.17.2 **KTBS** 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 **KTBS** in respect of such Proposals.

## **2.18 CLARIFICATIONS**

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

## **2.19 QUALIFICATION SUBMISSIONS**

2.19.1 The Qualification Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.17 above. All Proposals found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in Section 3.

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

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

2.19.4 The Qualification Submissions of the Qualified Bidders would be evaluated as per the Qualification Evaluation Criteria set out in Section 3. The Purchaser either himself or through his representative may inspect the factory premises of the bidder regarding the availability of the facilities as per qualification documents submitted.

## **2.20 Qualified Bidders**

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

## **2.21 PROPOSAL EVALUATION: PRICE BID**

Price Proposal of only the **Qualified Bidders** would be opened and evaluated as per process set out in Section 4 and 5 to identify an **Eligible Bidder**.

## **2.22 DECLARATION OF SUCCESSFUL BIDDER**

- 2.22.1 **KTBS** may either choose to accept the Proposal of an *Eligible Bidder* or invite him for negotiations.
- 2.22.2 Upon acceptance of the Proposal of the *Eligible Bidder* with or without negotiations, **KTBS** shall declare the *Eligible Bidder* as the *Successful Bidder*.

## **2.23 NOTIFICATIONS**

**KTBS** will notify the Successful Bidder through e-procurement platform or by facsimile or e-mail and by a Letter of Acceptance (LOA) that his Proposal has been accepted.

## **2.24 KTBS's RIGHT TO ACCEPT OR REJECT PROPOSAL**

- 2.24.1 **KTBS** 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.
- 2.24.2 **KTBS** 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.
- 2.24.3 **KTBS** reserves the right to reject any Proposal at any time if:
- a) a material misrepresentation made at any stage in the bidding process is uncovered; or
  - b) 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 **KTBS** 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.

## **2.25 SUBMISSION OF LETTER OF ACCEPTANCE AND EXECUTION OF AGREEMENT**

- 2.25.1 Within a week from the date of issue of the Letter of Acceptance ("LOA"), the Successful Bidder shall accept the LOA and return the same to **KTBS**. The Successful Bidder shall execute an Agreement for the Project, within a week of the issue of LOA or within such further time as **KTBS** may agree to at its sole discretion.
- 2.25.2 If the Successful Bidder wants to authorize any person on behalf of him to sign the agreement, he shall, before signing of the Agreement, submit to **KTBS**, a power of attorney to sign the Agreement with **KTBS**.
- 2.25.3 **KTBS** will promptly notify other Bidders that their Proposal has not been accepted and their Bid Security shall be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of Tender validity prescribed by the purchaser.

## **2.26 PERFORMANCE SECURITY**

- 2.26.1 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 favor of "The Managing Director, Karnataka Text Book Society, Bengaluru", for a sum equivalent to 7.5% of the package value separately for all the packages which may be allotted to the successful bidder within 21 days from receipt of purchase order. The performance bank guarantee should be valid till 31st of

March 2016 or covering a period of 120 days after the end of contract obligation whichever is later.

2.26.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.26.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. 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, including annulment of the bidding process.

### **SECTION 3 EVALUATION FOR QUALIFICATION**

#### **3.1 EVALUATION PARAMETERS**

3.1.1 The Bidder's competence and capability is proposed to be established by the following parameters:

##### **A. EXPERIENCE IN TERMS OF**

- i. Printing and Supply of books / Textbooks;
- ii. In accordance with time Schedule; and
- iii. Quality of material delivered.
- iv. Previous performance as assessed by the KTBS or any other authorities.

##### **B. FINANCIAL CAPABILITY IN TERMS OF**

- i. Annual sales turnover.
- ii. Net worth.

3.1.2 On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section 3.

#### **3.2 QUALIFICATION CRITERIA FOR EXPERIENCE**

For the purpose of qualification a Bidder shall demonstrate experience as in table given below:

Sl. No.	Experience Criteria for bid
1	Billings of at least <b>Rs.10,00,000/- (Rupees Ten lakhs only)</b> from a single project of Printing and supply of books /Textbooks during any one year of these three years <b>2011-12, 2012-13 and 2013-14</b>

#### **3.3 DETAILS OF EXPERIENCE**

The Bidder shall furnish evidence to support its claim as per Appendix G-1.

#### **3.4 INFRASTRUCTURE CAPABILITY REQUIREMENTS**

Sl no	Category and the Description of the machinery prescribed	Quantity
<b>Pre-Printing machinery</b>		
1	Computer to Plate making plant with processor capable of making plates Double Crown, A-1 and such similar sizes or Plate exposing system with processor capable of making plates Double Crown, A-1 and such similar sizes  <i>(Note: Since it is single colour books the plates can be made by taking tracing sheet out put also both the systems are acceptable)</i>	one unit
<b>Printing machinery</b>		

1	Single or multi printing unit web offset machine with a minimum cut off 508 mm, reel width 760 mm or more, with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 10,000 cycles per hour.	one unit
	<b>OR</b>	
	Single Colour Sheet fed printing machines with a production speed of about 5000 SPH, with a printing format of at least 20x30 inches. <i>(Note : If for any reason like bigger format or both sides printing etc the requirement of no of units will be proportionately less.)</i>	2 units
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. <i>(Note: Optional since the only cover pages are to be printed this service may be outsourced. If so an MOU with the firm possessing the 4 colour printing machine shall be provided)</i>	one unit
<b>Binding and Finishing Machinery</b>		
1	Fully automatic stand alone perfect binding machine of six clamps or more. <i>(Note : Required to achieve at least a production of at least 15,000 books per shift.)</i>	One unit
2	Fully automatic 3 side cutting machine capable trimming books of crown 1/4 <sup>th</sup> size on 3 sides at a time. <i>(Note: It is essential to trim the books in a three side trimmer to achieve the speed and correct right angles at the corners.)</i>	One unit
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) <i>(Note : Required to cut the Cover Boards etc.)</i>	one unit
4	Wet or Thermal lamination machine of minimum feed width of 18". <i>(Essetntial to laminate the covers)</i>	One unit
	Fully automatic folding machine capable folding sheets in the size of Double Crown to crown 1/4 <sup>th</sup> size <i>(Note : Required only for the sheet fed printers)</i>	two units
<b>Manpower, Factory and Storage Space</b>		
<p>The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line.</p> <p>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 5,000 sq feet to have easy and safe movement of the materials. The storage space shall be at least another 5,000 sq feet covered area for the safe storage of finished goods as well as to stock the paper.</p>		

Note :The Specifications mentioned above are at minimum configurations expected , but Superior Machinery in the similar class are also acceptable. However, decision of the Purchaser in this regard shall be final and binding.

- a) In the table above, the bidder should own the required number of Printing machines. Additional Machinery, may be hired or taken on lease if required or a necessity arised 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.

b) 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.

c) Turnover during the last three years of the bidder should be furnished as below:

Sl. No.	Year of print and supply	Turnover as per audited annual accounts Rs
01	2011-12	
02	2012-13	
03	2013-14	

d) 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.

### 3.5 FINANCIAL CAPABILITY

3.5.1 Financial Capability of the Bidder would be evaluated on the basis of the following:

SI No.	Financial Capability Criteria
1.	Annual turnover of <b>Rs.40,00,000/-</b> (Rupees Forty lakhs only) in each of the preceding three years i.e. <b>2011-12 ,2012-13 and 2013-14.</b>

3.5.2 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.

3.5.3 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the last three (3) completed financial years. In case the annual accounts for the latest financial year are not audited, the Bidder shall provide unaudited annual accounts countersigned by the Statutory Auditor and give an undertaking to submit the audited annual accounts, as and when it is ready. In such a case, the Bidder shall provide the Audited Annual Financial Statements for two years preceding the latest financial year.

3.5.4 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.

### 3.6 QUALIFICATION CRITERIA FOR FINANCIAL CAPABILITY

3.6.1 For the purpose of Qualification the Bidder is required to demonstrate the financial capability as set out in 3.2 and 3.5 of this tender document.

3.6.2 For the purposes of evaluation financial data from the latest three annual accounts would be considered.

**3.7 QUALIFIED BIDDERS:** Bidders meeting both the Experience Criteria and Financial Capability Criteria as mentioned above shall be declared as **Qualified Bidders**. The Proposals of only the Qualified Bidders shall be considered for further 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 textbooks within the time schedule as per any earlier contractual obligations handled.

**SECTION 5**

**5.1 EVALUATION METHODOLOGY**

- 5.1.1 Based on the number of copies of textbooks required to be printed and the rate per page quoted for each title, the cost of production of the total number of copies of textbooks in a package will be calculated and Lowest Rate (L1 Rate) will be determined based on the lowest total cost of production of the required number of copies of all the titles in that package. The Bidders shall be ranked based on the lowest quoted price proposal determined as above and the bidder with the lowest price shall be ranked L1 and other proposals ranked in ascending order.
- 5.1.2. In case the Price Bid of any Bidder does not comply with the aforesaid condition, KTBS may, at its own discretion, reject such Proposal as non responsive.
- 5.1.3 The bidder shall be ranked based on the lowest quoted price proposal. The bidder with the lowest price shall be ranked L1 and other proposals ranked in ascending order.
- 5.1.4 In the event that two or more Bidders have been ranked L1, **KTBS** may;
- a. Invite fresh Price Bids from such Bidders within time schedule as notified by Purchaser,  
**OR**
  - b. Take any such measure as may be deemed fit in its sole discretion.
- 5.1.5 If any of the packages are left unquoted, then **KTBS** may,
- a. Invite fresh Price Bids from qualified Bidders within time schedule as notified by Purchaser,  
**OR**
  - b. Invite fresh tender or take any such measure as may be deemed fit in its sole discretion.
- 5.1.6 The **successful Bidder** and **KTBS** shall proceed with finalizing the agreement in accordance with Clause 2.25

**SECTION 6  
CONTENTS OF PROPOSAL**

**6.1 QUALIFICATION BID SUBMISSION**

Qualification Submissions shall consist of two sub-parts: Non-submission of any of the documents may lead to disqualification at the discretion of **KTBS** .

- a. Qualification Documents
- b. Other Documents

**Qualification Documents–**

Qualification documents shall consist of the following:

- i. Certificate of Incorporation
- ii. Undertaking of being a Printer as per Appendix F
- iii. Statement of Experience as per Appendix G-1

- iv. Statutory Auditor's Certification of Financial Capability as per Appendix G-2
- v. Statutory Auditor's Certificate for Project Experience of Printing and Supply of Textbooks as per Appendix G-3
- vi. Annual reports as required in Section 3
- vii. Appendix as per Format I indicating whether he is Web sheet offset printer / Sheet fed Printer category and his printing capacity .
- viii. Bid Security
- ix. Qualification Proposal to establish infrastructural capability shall be as per the format set out in Appendix H.
- x. Proof of Ownership of Web/Sheetfed offset printing machines and their location within the states of Karnataka, Maharashtra, Telangana, Seemandhra, Tamilnadu, Pondicherry, Kerala, Goa
- xi. Other Documents**

Other documents shall consist of the following:

- i. Letter of Proposal as per Appendix A
- ii. Power of Attorney as per Appendix B, authorizing the signatory of the Proposal to commit on behalf of the Bidder
- iii. Details of Bidder as per Appendix C
- iv. Anti-Collusion Certificate as per Appendix D
- v. Cost of the Tender Document
- vi. An oath for having read the document in full .
- xii. VAT Registration Certificate . VAT Returns / Sales Tax returns Statement as filed before the proper authority
- vii. PAN Certificate . IT returns .
- viii. Copy of the title deed or lease agreement in support of ownership / lease of additional machinery / infrastructure facilities like building & godown
- ix. Copy of the address and official e-mail ID

## **6.2 PRICE PROPOSAL**

6.2.1 Price Proposal shall consist of:

- a) Price Proposal as per the format set out in Appendix J and is required to be submitted online in the formats available in the portal. The scanned copy of the Appendix J shall be uploaded as an additional document.
- b) The bidders can quote their lowest cost per page, for different size and colour of the Text Book, title wise, for any 02 packages as specified in 2.3.2. Prices should be inclusive of printing of text pages, cover page printing, lamination, binding, packing cost, transportation cost, transit insurance, all taxes, any applicable duties etc. and the cost per page shall be quoted in Indian Rupees to the last 4 decimal places.
- c) In case , price is quoted for the package for which the bidder is not eligible to quote and the rate turns out be L1 then bidder shall be penalized in accordance with the provisions available in the previous clauses of this document .

**SECTION 7  
BIDDING SCHEDULE**

**KTBS** would endeavor to adhere to the BID schedule as noted elsewhere in this document.

**SECTION 8  
GENERAL CONDITIONS OF CONTRACT**

**8.1 DEFINITIONS**

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

- (a) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated under reference therein;
- (b) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) **"The Contract Period"** means the period which the tender connotes;
- (d) **"The School Text Books"** means printed and supplied textbooks which the Supplier is required to supply to the Purchaser under the Contract;
- (e) **"Services"** means services rendered to Block Education Officers (BEOs) in case of Free & sale category textbooks inclusive of transportation, insurance, and any other incidental cost.
- (f) **"GCC"** means the General Conditions of Contract contained in this section.
- (g) **"SCC"** means the Special Conditions of Contract.
- (h) **"The Purchaser"** means the Managing Director, The Karnataka Textbook society® Karnataka, in short "the **KTBS**"
- (i) **"The Purchaser's Country"** is India and State is Karnataka.
- (j) **"The Supplier"** means the **LEGAL ENTITY** supplying the School Text Books under this Contract.
- (k) **"The Government"** means the Government of Karnataka.
- (l) **"Block Education Officer"**, means an authority to whom the free & sale category Textbooks are to be supplied at the places scheduled for supply of text books.
- (m) **"Deputy Director for Public Instruction"** means the DDPI.
- (n) **"Day"** means calendar day.
- (o) **"Tender"** means the formal offer made for printing and supply of goods or services in response to an invitation for tender published / notified .
- (p) **"Tender Document"** means the set of papers detailing the schedule of works, calendar of events, requirement of goods and services, technical specifications, procurement criteria and such other particulars, as may be prescribed for evaluation and comparison of tender.
- (q) **"Tender inviting Officer"** means the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- (r) **"Tender accepting authority"** means the Managing Director, The Karnataka Text Book Society ®, Karnataka.
- (s) **"Tender Scrutinizing & Evaluating authority"** means Authority as constituted by the Managing Director of The Karnataka Text Book Society ®, Karnataka.
- (t) **"Tender Appellate Authority"** means the Commissioner for Public Instructions(CPI) Bengaluru.
- (u) **"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 24 hours / notified period of time from the date of its receipt will constitute the formation of Contract

- (v) `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.

## **8.2 APPLICATION**

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

## **8.3 STANDARDS**

The school text books supplied under this contract shall confirm to the standards mentioned in the Technical Specifications and where no applicable standard is mentioned, to the authoritative standard appropriate to the School Text Books.

## **8.4 USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 8.4.1 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 so far as may be necessary for purposes of such performance.
- 8.4.2 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 8.4.1 except for purposes of performing the Contract.
- 8.4.3 Any document, other than the Contract itself, enumerated in GCC Clause 8.4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 8.4.4 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.

## **8.5 COPY RIGHTS**

The Managing Director, The Karnataka Text Book Society® is the copyright holder and the publisher to all the titles printed under the Tender. The Textbooks printed under the Tender are to be supplied only to the Purchaser, viz., 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 use in the school text books.

The supplier shall not print the name and address of his firm / office / organization on the outer page of the cover pages. More specifically, the Supplier shall print the name, address and Contact number of his firm / office / organization only on the Printer page, with prior approval

## **8.6 PERFORMANCE SECURITY**

- 8.6.1 Within 14 days of receipt of the purchase order, the Supplier shall furnish performance security, as mentioned at 2.26. The performance bank guarantee should be valid covering a period of up to March 31<sup>st</sup> 2016 or 120 days after the end of contractual obligations , whichever is later .
- 8.6.2 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.

- 8.6.3 The Performance Security will be discharged by the Purchaser and returned to the Supplier after March 31<sup>st</sup> 2016 subject to the fulfillment of all performance obligations under the contract or otherwise after 120 days of completion of the contract obligations subject to the fulfillment of all performance obligations under the contract, whichever is later.
- 8.6.4 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 90 days thereafter.
- 8.6.5 Failure to submit the performance bank guarantee for the period specified above will constitute sufficient ground for cancellation of the contract and forfeiture of the security deposit.

### **8.7 INSPECTIONS AND TESTS**

- 8.7.1 The Purchaser or its representative shall have the right to inspect and/or to test the school text books to ascertain their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.7.2 The paper to be used for printing of the text book may be inspected and tested at the mill premises of the paper manufacturer and the finished Text books shall be inspected at the printer's premises. The successful bidder shall declare the source of the paper if inspection and tests are conducted on the premises of the Supplier & at above mentioned places all reasonable facilities and assistance, including access to any supporting document and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 8.7.3 If the inspected or tested school books /forms of the books fail to conform to the specifications, the Purchaser may reject such quantity of books/forms and the Supplier shall either replace the rejected text books or make necessary alterations to meet specification requirements free of cost to the Purchaser.
- 8.7.4 The Supplier shall compulsorily obtain "Mill Certification" regarding the quality of the paper purchased. "Mill Certification" shall be for the general quality of paper and more specifically regarding the GSM of the paper, Brightness of the paper and whether the paper 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, binding, lamination and dispatch of text books from time to time. If the bidder /printer fails to provide the necessary information regarding the progress to the authorities, at the time of inspection, KTBS has all the rights to necessary action against the bidder on the basis of the report by the authorities. In case any textbook is found to be defective, they shall be replaced by the Supplier at his own cost.
- 8.7.5 The Purchaser's right to inspect, test and, where necessary, reject the school text books after the free and sale category text books arrival at Block Education Officer (**BEO**) office/school level shall, in no way, be limited or waived by reason of the books having previously been inspected, tested and passed by the Purchaser or its representative.
- 8.7.6 The pre-delivery inspection will be carried out by the purchaser or by any one authorized by the purchaser for this purpose.
- 8.7.7 Nothing in GCC shall in any way release the Supplier from any other obligations under this Contract.
- 8.7.8 Saving all the clauses above and in addition, the Purchaser shall appoint a Third party Quality testing & certifying agency viz `D P S` for assessing the Technical Capability of the Bidder in the first instance and then for certifying the quality of the Textbooks 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 Annexure below .

### **Quality Parameters**

**The following quality parameters are required to be strictly adhered to by the Suppliers**

#### **Raw Materials**

##### **Paper:**

The Suppliers shall use 70 gsm Map litho Paper of A-Grade paper from reputed paper mills (Suggested paper mills enclosed in Annexure-1 ) made out of Virgin Pulp and shall not contain any recycled pulp or mechanical pulp not exceeding 20%. The Paper shall be of at least 80% brightness with 85% opacity etc. The reel width for crown 1/4<sup>th</sup> books shall invariably minimum of 760 mm. the cut off shall be minimum of 508 mm. Usage of lesser width reels is strictly not acceptable. The cut off may be slightly more. However no weightage shall be given for this positive deviation.

##### **Annexure-1**

#### **List of Reputed Paper Mills whose quality parameters are tested and proven and the printers are advised to procure the paper required for the printing of Text Books for the academic year 2015-16 preferably from these mills**

1. M/s Mysore Paper Mills, Bhadravati, Karnataka
2. M/s West Coast Paper Mills, Dandeli, Karnataka
3. M/s TNPL, Tamilnadu
4. M/s Andhra Pradesh Paper Mills, Rajamundry, Andhra Pradesh
5. M/s Seshasai Paper and Boards Limited, Erode, Tamilnadu
6. JK Paper Limited, Orissa

##### **Art Board**

The supplier shall use 220gsm double side coated gloss finish Art Boards of industry standards.

##### **Inks**

The Supplier shall use only branded inks and other chemicals.

##### **Printing Plates**

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

##### **Lamination Film**

The lamination of the Cover shall be done by wet lamination method with 12 micron BOPP Gloss film using water based adhesive. Thermal Lamination is a positive deviation and is acceptable. But no weightage will be given though it is a positive deviation.

**Hot Melt Adhesive** Branded hot melt adhesives compatible for the perfect binding machine shall only be used.

#### **Book size**

- i. For Crown ¼ Size the print area to be 330 sq. cm or as per positive size and the trimmed size to be 18.3 x 24.5 cms.

**Tolerance limits** - The Size may at the most vary to an extent of 1 mm in length and width. The GSM of the paper used may at the most vary to an extent of 01 GSM or in other words average shall be 70 GSM and the paper shall not consistently measure less than 70 GSM. If the variation is found in more than 5% of the lot then it will be treated as deviation from specifications.

However, the Supplier shall not construe this to be a stipulation and shall read it as an exception.

### **Printing Quality**

- i. Printing shall be good, having uniform inking of sufficient colour.
- ii. There shall be no aberration of colours, wherever colour printing is done. In other words colour registration shall be flawless.
- iii. The texts shall be strong, legible and readable.
- iv. The printed illustrations shall be clearly well defined.
- v. The prints shall be free from defects like offsetting, smudging, tilting, mis-register, scumming, slur, ragged print, light and dark shades etc.,
- vi. The text must have balanced margin in each page with a minimum of 15 mm.
- vii. The Text book should be in conformity with the approved dummy.

### **Binding quality**

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.**

### **Lamination quality**

Lamination shall be of good quality with no air bubbles and wrinkles.

The adhesive shall be uniformly applied.

After binding the film shall not detach at creasing and folding points.

### **Method of quality Checking**

The quality inspection staff conduct tests at the point of production to ensure that prescribed quality materials only are used and machines good condition are adopted and the manpower engaged has the required technical skills. It is the responsibility of the supplier to provide the proof to establish this.

Approximately 3% of the books will be put for quality testing before they are dispatched in the premises of the supplier. The supplier shall inform before they are packed and dispatched.

The Books will be tested for the above parameters and method adopted is random sampling and physical testing only. Generally by visual and measuring methods. Only when warranted chemical testing will be conducted. The total sample size shall be approximately 5%.

If the defects are found in more than 5% of the lot then it will be construed that the lot is defective beyond the tolerance limits and it will be rejected. Then it will be the responsibility of the Supplier to conduct testing of the complete lot and then replace the defective books and shall invite the purchaser for the quality inspection.

## **8.8 OPERATIONAL CHARTS**

The Supplier shall furnish in advance, Operational Chart of the printing & supply of the School Text Books to the Purchaser.

## **8.9 PACKING& SUPPLY**

- 8.9.1 Pre-dispatch inspection of the bales/reels of paper, at the Mill and at the printer's premises may be carried out by the authorized third party quality testing and certifying agency appointed by the Society viz`D P S ` .
- 8.9.2 The Supplier at the time of delivery of School Textbooks shall give proper account of supply to the concerned Block Educational Officer by bundling the school books in the numbers of 25 or 50 books in each bundle.
- 8.9.3 The Supplier after the satisfactory delivery of School Text Books to the concerned Blocks shall obtain due acknowledgement from the concerned Block Educational Officers or his authorized representative and submit the same along with the District-wise Bills for payment. The Supplier shall provide such packing of the School Text Books as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

## **8.10 DELIVERY AND DOCUMENTS**

Delivery of the School Text Books 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.

## **8.11. TRANSPORTATION**

Where the Supplier is required under the Contract to transport the Free & Sales category School Text Books to all 204 BEO's of Karnataka as 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.

## **8.12. PAYMENT**

### **8.12.1 The payment to the supplier shall be made as under**

- a) **First payment after supply of 30% of the package books within 60 days subject to maximum of 60% of the package books on seniority basis subject to availability of funds**
- b) **Final payment of balance package books after 60 days of first payment on seniority basis subject to availability of funds.**

Payment to suppliers shall be made as per Clause 9.4 of Special Conditions of Contract (SCC).

## **8.13. 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. Method of transportation or packing
- b. The place of delivery
- c. Copies to be supplied

## **8.14. CONTRACT AMENDMENTS**

Subject to GCC Clause 8.13, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.



### **8.15. ASSIGNMENT**

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

### **8.16. SUBCONTRACTS**

Subcontract in printing and supply of Textbooks is strictly prohibited.

### **8.17. DELAYS IN THE SUPPLIER'S PERFORMANCE**

8.17.1 Delivery of the School Text Books shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

8.17.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the School Text Books, 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.

8.17.3 Except as provided under GCC Clause 8.23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 8.18, unless an extension of time is agreed upon pursuant to revision in contract without the application of liquidated damages.

### **8.18. LIQUIDATED DAMAGES**

#### **a. For non fulfillment of contract**

Subject to GCC Clause 8.19, if the Supplier fails to deliver any or all of the School Text Books within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed School Text Books for each day of delay until actual delivery up to a maximum deduction equal to the 10% of the contract price as levied by the purchaser. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to Clause 8.20 or as agreed upon between the purchaser and the supplier and the Purchaser shall further levy @ of 1% for each day of delay until actual delivery up to a maximum deduction equal to the 20% of the contract price as additional damages. However in some deliberated circumstances, the purchaser may limit the quantity of the order , to the actual number delivered in accordance with the clause 8.22.1 .

#### **b. For defective materials**

If any defect is found / any report in this regard is received from the Block Educational Officers, such defective materials may be rejected and the Supplier shall have to replace such defective materials and will have to bear the cost of replacement.

However, the Purchaser also reserves the right to show some tolerance as below and use them depending on the circumstances by levying the damages and recovering the cost . The Supplier may suffer blacklisting where the purchaser perceives a complete breach of terms on the part of the Supplier while executing the contract .

The Tolerance Limit regarding the size of the book is specified elsewhere. Apart, the Tolerance limit with respect to the general defects is up to less than 2% or. In the

circumstances wherein the Society has not rejected the material but some marginal defects including the variations in the size of the book, GSM of the paper etc. are noticed , the same are assessed and the supplier shall be penalized as per the decision of the experts and the damages are recovered. In such circumstances, such defects if noticed in more than 5% of randomly picked sample, Purchaser shall perceive that the entire supply contain such defects and damages are recovered accordingly .

In the circumstances where in the general defects are more than the tolerance limit and which are used by the society, the damages are recovered as per the above calculation and printer may face consequences including black listing where warranted

### **Delay in supply of books**

In case of delay in supply of any quantity of books, beyond the delivery time schedule as indicated in the agreement, the penalty will be levied. For imposing penalty the date of receipt of Purchase order and the work schedule which shall be notified is reckoned.

### **Time schedule**

Printing & Supply of text books to specified destinations should be completed within 120 days from the date of date of issue of Purchase order including Pre-Printing Activities. Supplier shall submit a fortnightly progress report to the purchaser. 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.

### **Printing Activity & Distribution :**

Sl NO	Printing Activity & Distribution	Schedule for Printers	Schedule for KTBS
1	Printing & Distribution	Printing & supply of textbooks as per distribution statement within 120 days from the date of issue of purchase order .	Monitoring by KTBS

The supplier should adhere to the time schedule specified in the contract. 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.

## **8.19. TERMINATION FOR DEFAULT**

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

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

For the purpose of this Clause:

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

**“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

8.19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 8.22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, School Text Books similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar School Text Books. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **8.20. FORCE MAJEURE**

8.20.1 Notwithstanding the provisions of GCC Clauses 8.17, 8.18, 8.19, 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.

8.20.2 For 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 and freight embargoes.

8.20.3 If a *Force Majeure* situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *Force Majeure* event.

## **8.21. 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.

## **8.22. TERMINATION FOR CONVENIENCE**

8.22.1 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.

8.22.2 The School Text Books that are complete and ready for transport within 30 days after the Supplier's receipt notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining School Text Books, 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 School Text Books and for materials previously procured by the Supplier.

### **8.23. RESOLUTION OF DISPUTES**

- 8.23.1 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.
- 8.23.2 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.
- 8.23.3 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 the School Text Books under the contract.
- 8.23.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.
- 8.23.5 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 the supplier.

### **8.24. LIMITATION OF LIABILITY**

Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 5,

- (a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of 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.

### **8.25. 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.

### **8.26. 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 .

### **8.27. NOTICES**

- 8.27.1 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.
- 8.27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **8.28 TAXES AND DUTIES**

Suppliers shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, etc., incurred until delivery of the contracted School Text Books to the Purchaser.

### **8.29 IMPLEMENTATION OF THE CONTRACT**

The Supplier should as soon as agreement is signed begin the process for implementation of the Contract by procuring pre press material from KTBS and then purchasing printing paper

and other materials at his own cost and bearing entire investment from printing to transportation. The Supplier further agrees to get 100% sample testing from the Purchaser. The work relating to supply of School Books should be implemented by the Supplier as per the implementation schedule as per Purchaser's Notification of award of Contract. 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 implementation schedule in the agreement. The entire work of printing and supply should be completed within 120 days from the date of issue of the Purchase Order.

### **8.30 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® .

### **8.31 PENALTY AND TERMINATION FOR NON-FULFILMENT OF CONTRACT**

- 8.31.1 If supplier does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 1% of the contract amount of the delayed portion of the work per week or part thereof such delay for the first 4 weeks and at the rate of 2% per week thereafter until completion of supplies if the Purchaser decides to accept the supplies. Part of the week will be considered as one week.
- 8.31.2 The supplier entrusted with the work of supply of School Books should execute the work in good conditions. If the inferior quality material is found before distribution or after distribution to the schools, such defective materials will be rejected outright. The supplier will have to replace the rejected items at his own responsibility and expense.
- 8.31.3 The School Books will have to be transported without causing any damage and in good condition to all the Block Educational Offices Godowns in the State. If any defect is found / any report in this regard is received from the Block Educational Officers, such defective books will be rejected and the Supplier will have to replace the defective books and will have to bear the cost of such replacements.
- 8.31.4 While Calculating penalty in case of default, total cost of a particular package including transportation and insurance cost will be taken into consideration and penalty will be imposed.

### **8.32 GENERAL POINTS TO BE OBSERVED**

- 8.32.1 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.
- 8.32.2 The Commissioner for Public Instruction and chairman of Executive committee the Karnataka Textbook Society(R) 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.
- 8.32.3 The Commissioner for Public Instruction and chairman of Executive committee the Karnataka Textbook Society(R) 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 capability of the bidder.
- 8.32.4 The total quantities of School Text Books to be purchased are subject to variation during the course of Contract period.

### **8.33 DISCRIPTION OF PACKAGES**

- 8.33.1 Total number of books/titles to be printed is divided into 7 packages in this schedule-D. Each package may consist of different Titles / Languages / Mediums and different size and colours. All books shall have multi-coloured cover pages. The packages are arrived at on the basis of the segregation of print work of multi coloured books, two coloured books, black & white books and the size of the books. However there may be combinations in some packages.
- 8.33.2 The packages contains sale component of text books and free text books.
- 8.33.3 Number of titles in the package, no of copies of the books and page numbers of books specified in the tender are approximate.
- 8.33.4 The details of packages are as per Volume 5.

### **8.34 BARRING OF SELLING TEXTBOOKS IN THE MARKET**

The Supplier shall execute an undertaking that he shall supply the entire quantity of textbooks printed, only to the purchaser and he is not permitted to sell or reproduce the Textbooks in open market. Failing to adhere to this clause shall lead to legal action against the supplier and also shall be liable for blacklisting.

### **8.35 SAMPLE COPIES**

Supplier shall supply 100 sample copies ( free & Sale ) of each major titles (Kan\_FL, Eng\_SL, Hin\_TL, all core subjects Kannada & English medium) and 50 for each other titles free of cost, to the copyright holder failing which, it shall be treated as breach of Contract terms.

### **8.36 APPROVAL FOR PRINTING**

- 8.36.1 The successful bidder will be given CD's/Positives of the book to be printed as per the package allotted to them. The bidder shall take all the necessary action to convert the CD into positives and prepare the dummy book.
- 8.36.2 Before printing, final proof of the Text books and newly printed two dummy copies shall be approved by the Officer authorized by the Managing Director of the Karnataka Text Book Society®, Bengaluru.

### **8.37 LIMITATIONS FOR TENDERERS**

The Supplier shall not

- a. Publish or sell or encourage any guides / workbooks/key books (Questions and Answers) for any text book brought out by the Karnataka Text Book Society®.
- b. Insert any advertisement on any text books in any form.
- c. Employ child labour for printing, binding, packing and supply of text books.

### **8.38 CATEGORY OF BOOKS**

- a) The price of books should not be noted on text books, printed under scheme of the free distribution. On these books, the following words should be printed in bold letter – “FREE SUPPLY”, on Cover Pages only.
- b) The Price of books as given by the purchaser should be prominently printed in the printer's page and on the back cover page in a box suitably inserted.

## SECTION 9 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.

### 9.1. DEFINITIONS (GCC CLAUSE 8.1)

“**The Supplier**” is \_\_\_ (to be filled at the time of issue and acceptance of Purchase Order)

### 9.2. INSPECTION AND TESTS (GCC CLAUSE 8.7)

#### 9.2.1 Place of Inspection and manufacturer of Paper

Inspection of base paper for printing and cover may be carried out by the authorized third party quality testing and certifying agency appointed by the Society viz`the D P S` prior to dispatch to printers, in the mill premises of the manufacturer. The final inspection may be carried out at the godown of the printers in association with the representative of the Managing Director, Karnataka Text Book Society®. The successful bidders are advised to purchase papers for text books and cover pages from the paper mill capable of manufacturing the quality paper as per contract specifications and having adequate quality control and in-house testing facilities as per IS:1848/1991 with the latest amendments. The capacity/capability assessment on the paper manufacturing mill may be carried out by the Quality Assurance Wing before placing the order if the circumstances warrant.

The bale width of the paper purchased shall not be of less than 76 cms and the copy of the invoices shall be submitted to the Purchaser on a regular basis .

9.2.2 Inspection and tests prior to transportation of School Text Books, at final acceptance and at schools at any time within the contracted period are as given below and the successful bidder shall comply with the following technical specifications fixed for the books:

#### **Inner Pages**

- i. Only Map litho paper of 70 GSM or more shall be made use of for inner pages of the books.
- ii. Paper for the Textbooks shall be procured from recognized and reputed paper mills. Printer should use the paper as per specifications prescribed in annexure section - 8
- iii. The minimum brightness of the paper shall be 80 %.

#### **Binding or Cover**

- i) Outer and inner cover pages should be in **four colours**
- ii) Art Board, double side coated, Gloss finish of 220 GSM shall be made use for the covers of the books and shall be gloss laminated on the outside with at least 12 micron thickness BOPP film.
- iii) The size of the books, color specifications and number of pages shall be as specified in the table.
- iv) All books shall have perfect binding. No book shall be bound by centre pinning.

#### **Printing Quality**

- i. Printing shall be good, having uniform inking of sufficient colour.
- ii. There shall be no aberration of colours, wherever colour printing is done. In other words colour registration shall be flawless.
- iii. The texts shall be strong, legible and readable.
- iv. The printed illustrations shall be clearly well defined.
- v. The prints shall be free from defects like offsetting, smudging, tilting, mis-register, scumming, slur, ragged print etc.,
- vi. The text must have balanced margin around each page with a minimum of 15 mm.
- vii. The Text book should be in conformity with the approved dummy.

**Book size**

- i. For Crown ¼ Size , the print area to be 330 sq. cm or as per positive size and the trimmed size to be 18.3 x 24.5cms.

**Tolerance limits** - The Size may at the most vary to an extent of 1 mm in length and width. The GSM of the paper used may at the most vary to an extent of 01 GSM or in other words average shall be 70 GSM and the paper shall not consistently measure less than 70 GSM. If the variation is found in more than 5% of the lot then it will be treated as deviation from specifications.

However, the Supplier shall not construe this to be a stipulation and shall read it as an exception.

- 9.2.3 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 text book falls below the prescribed standards.
- 9.2.4 The work relating to supply of School Books should be executed without any delay as per the implementation schedule mentioned in this document.
- 9.2.5 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.
- 9.2.6 The supplier should supply School Books 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.
- 9.2.7 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.
- 9.2.8 The purchaser or his representative shall have the right of entry into the work premises of the supplier to monitor quality and progress.
- 9.2.9 The supplier shall supply School Textbooks strictly as per the prescribed quality paper, size, colours, specification and measurements to the Educational Blocks 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. The supplier shall ensure timely delivery of quality School Textbooks as per the implementation schedule given in the contract.
- 9.2.10 The Managing Director, KTBS, shall not pay any higher costs over and above the agreed value of the supply, on account of any revision due to increase in duties, taxes and surcharges during the contact period.



### **9.3. DELIVERY AND DOCUMENTS (GCC CLAUSE 8.10)**

Upon delivery of the School Text Books, the supplier shall notify the purchaser and the insurance company by cable/telex/fax, the full details of the transport including contact number, vehicle receipt number and date, description of School Text Books, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- a) Three copies of the Supplier invoice showing School Text Books description, quantity, unit price, total amount;
- b) Vehicle receipt/acknowledgment of receipt of School Text Books from the consignee(s);
- c) Insurance Certificate;
- d) 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 School Text Books (except where the School Text Books have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

### **9.4. PAYMENT (GCC Clause 8.12)**

9.4.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing class, title of the book, number of copies of the School Text Books delivered, and by related documents, submitted pursuant to GCC Clause 8.9 & 8.10 and upon fulfillment of other obligations stipulated in the contract including the original delivery Challan copy.

9.4.2 Payments shall be made by the Purchaser after submission of the invoice claim by the Supplier duly enclosing the **Dated Acknowledgement with seal** of the receiver in the accepted Delivery Challan format within 60 working days. The invoices/bills shall always be submitted along with the Mill certification regarding the paper and the report / certification of the Authorized Third Party Quality checking and certifying agency. Where-ever applicable Taxes and other levies shall be deducted at source.

### **9.5. SETTLEMENT OF DISPUTES (GCC CLAUSE 8.23)**

9.5.1 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.

9.5.2 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.

9.5.3 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.

### **9.6. NOTICES (GCC CLAUSE 8.27)**

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)

### **9.7. PROGRESS OF SUPPLY**

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

- Quantity offered for inspection and date
- Quantity accepted/rejected by inspection agency and date
- Quantity dispatched/delivered to consignees and date
- Date of completion of entire contract if any, and
- Date of receipt of entire payment under the contract.

### **9.8. 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.

### **9.9. SUPPLIER'S OBLIGATIONS**

9.9.1 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.

9.9.2 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.

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

9.9.4 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.

Managing Director  
Karnataka Textbook Society®

## **VOLUME 3**

**CONTRACT FORM**  
**(to be executed on Rs 500/- Stamp Paper)**

**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 school textbooks to students of standard 1-10 of all Government Schools, all students of 1-10 of all aided schools as sponsored by the SSA/Government free textbooks scheme and all students of unaided schools in Karnataka on Sale basis and has accepted the Tender submitted by the Supplier for the printing and supply of those School Textbooks for a sum of Rs.\_\_\_\_(Rupees\_only) (hereinafter called “The Contract Price”).

After evaluating the proposals, KTBS, has accepted the proposal submitted by M/s. \_\_\_\_\_ and issued to such **Successful Bidder** a Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_.

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
  - a) The Tender Form and the Price Schedule submitted by the Tenderer
  - b) The Schedule of requirements
  - c) The Technical Specifications
  - d) The General Conditions of Contract
  - e) The Special Conditions of Contract, and
  - f) The Purchase Order
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to print and supply school text books 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 school text books 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 School Textbooks which shall be supplied by the Supplier are as follows:

Package No	Title	Color/Size	Page Nos	No of Copies	Agreed Price

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

Delivery Schedule: 120 days from the date of receipt of the Purchase Order

Performance Bank Guarantee:

Security Deposit:

**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 Textbooks printed, to the Karnataka Text Books Society ® and no textbook shall be sold 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 : \_\_\_\_\_

**VOLUME 4**

## SCHEDULE OF PLACE OF DELIVERY

The School Textbooks under free & sale categories will have to be supplied to all the Block Educational Offices Godowns in the state as shown below. The actual number of copies of text books to be supplied to the delivery points shall be provided as “Distribution List” along with the Purchase Order.

SI No.	DIVISION NAME	SI No.	NAME OF THE DISTRICT	SI No.	NAME OF THE TALUKA / RANGES	NUMBER OF FREE & SALE BOOKS TO BE SUPPLIED to Blocks
1	BANGALORE DIVISION	1	BANGALORE NORTH DIST TOTAL	1	NORTH1	
				2	NORTH2	
				3	NORTH3	
				4	NORTH4	
		2	BANGALORE RURAL DIST TOTAL	5	DEVANAHALLI	
				6	DODDABALAPURA	
				7	HOSAKOTE	
				8	NELAMANGALA	
		3	BANGALORE SOUTH DIST TOTAL	9	SOUTH-1	
				10	SOUTH-2	
				11	SOUTH-3	
				12	SOUTH-4	
				13	ANEKAL	
		4	CHIKKABALLAPUR DIST TOTAL	14	BAGEPALLI	
				15	CHIKKABALLAPUR	
				16	CHINTAMANI	
				17	GOWRIBIDANUR	
				18	GUDIBANDE	
				19	SIDLAGATTA	
		5	CHITRADURGA DIST TOTAL	20	HIRIYUR	
				21	CHITRADURGA	
				22	CHALLAKERE	
				23	HOLALKERE	
				24	HOSADURGA	
				25	MOLAKALMURU	
		6	DAVANAGERE DIST TOTAL	26	CHANNAGIRI	
				27	DAVANGERE NORTH	
				28	DAVANGERE SOUTH	
				29	HARAPANAHALLI	
				30	HARIHAR	

				31	HONNALI	
				32	JAGALUR	
		7	KOLAR DIST TOTAL	33	BANGARPET	
				34	K.G.F	
				35	KOLAR	
				36	MALUR	
				37	MULBAGAL	
				38	SRINIVASPUR	
		8	MADHUGIRI DIST TOTAL	39	KORATAGERE	
				40	MADHUGIRI	
				41	PAVAGADA	
				42	SIRA	
		9	RAMANAGAR DIST TOTAL	43	CHANNAPATNA	
				44	KANAKAPURA	
				45	MAGADI	
				46	RAMANAGAR	
		10	SHIMOGA DIST TOTAL	47	BADRAVATHI	
				48	HOSANAGARA	
				49	SAGARA	
				50	SHIKARIPURA	
				51	SHIMOGA	
				52	SORABA	
				53	TIRTHAHALLI	
		11	TUMKUR DIST TOTAL	54	CN HALLY	
				55	GUBBI	
				56	KUNIGAL	
				57	TIPTUR	
				58	TUMKUR	
59	TURVEKERE					
2	MYSORE DIVISION	12	CHAMRAJNAGAR DIST TOTAL	60	CHAMARAJ NAGAR	
				61	GUNDLUPET	
				62	KOLLEGALA	
				63	HANURU	
				64	YALANDURU	
		13	CHIKMAGALUR DIST TOTAL	65	BIRURU	
				66	CHIKMAGALUR	
				67	KADUR	
				68	KOPPA	
				69	MUDIGERE	
				70	N.R.PURA	
				71	SRINGERI	
72	TARIKERE					

		14	DAKSHINA KANNADA DISTRICT TOTAL	73	BANTWAL	
				74	BELTHANADY	
				75	MANGALORE CITY	
				76	MANGALORE TALUK	
				77	MOODABIDRE	
				78	PUTTUR	
				79	SULLIA	
		15	HASSAN DIST TOTAL	80	ALUR	
				81	ARAKALGUD	
				82	ARSIKERE	
				83	BELUR	
				84	CHANNARAYAPATNA	
				85	HASSAN	
				86	HOLENAASIPURA	
		16	KODAGU DIST TOTAL	87	SAKALESH PURA	
				88	MADIKERI	
				89	SOMAWARPET	
		17	MANDYA DIST TOTAL	90	VIRAJPET	
				91	KRPET	
				92	MADDUR	
93	MALAVALLY					
94	MANDYA SOUTH					
95	MANDYA NORTH					
96	NAGAMANGALA					
18	MYSORE DIST TOTAL	97	PANDAVAPURA			
		98	S.R.PATNA			
		99	HDKOTE			
		100	HUNSUR			
		101	K.R NAGAR			
		102	MYSORENORTH			
		103	MYSORE TALUK			
		104	MYSORE SOUTH			
19	UDUPI DIST TOTAL	105	NANJANGUD			
		106	PERIAPATNA			
		107	T. NARASAPUR			
		108	BYNDOOR			
		109	KUNDAPURA			
				110	BRAHMMAVARA	
				111	UDUPI	
				112	KARKALA	
				113	BADAMI	
3	BELGAUM	20	BAGALKOT DIST	114	BAGALAKOT	

	DIVISION TOTAL	TOTAL	115	BILAGI		
			116	HUNAGUND		
			117	JAMAKHANDI		
			118	MUDHOL		
		21	BELGAUM DIST TOTAL	119	BELGAUM Taluk	
				120	BELGAUM CITY	
				121	BAILHONGAL	
				122	KITTURU	
				123	KHANAPUR	
				124	RAMADURGA	
				125	SAVADATTI	
		22	BIJAPUR DIST TOTAL	126	BAGEWADI	
				127	BIJAPUR CITY	
				128	BIJAPUR RURAL	
				129	CHADACHAN	
				130	INDI	
				131	MUDDEBAL	
				132	SINDAGI	
		23	CHIKKODI DIST TOTAL	133	ATHANI	
				134	KAGWAD	
				135	CHIKKODI	
				136	NIPPANI	
				137	GOKAK	
				138	MUDALAGI	
				139	HUKKERI	
		24	DHARWAD DIST TOTAL	140	RAIBAG	
				141	DHARWAD RURAL	
142	DHARWAD CITY					
143	HUBLI RURAL					
144	HUBLI CITY					
145	KALAGATAGI					
146	KUNDGOLA					
25	GADAG DIST TOTAL	147	NAVALGUNDA			
		148	GADAG CITY			
		149	GADAG RURAL			
		150	MUNDARGI			
		151	NARGUND			
		152	RON			
26	HAVERI DIST TOTAL	153	SHIRAHTTI			
		154	BAYADGI			
		155	HANGAL			
		156	HAVERI			
			157	HIERKERUR		



				158	RANEBENNUR	
				159	SAVANUR	
				160	SHIGGAON	
		27	SIRSI DIST TOTAL	161	SIRSI	
				162	SIDDAPUR	
				163	YELLAPUR	
				164	MUNDAGOD	
				165	HALIYAL	
				166	JOIDA	
		28	UTTAR KANNADA DIST TOTAL	167	KARWAR	
				168	ANKOLA	
				169	KUMATA	
				170	HONNAVAR	
				171	BHATKAL	
		29	BELLARY DIST TOTAL	172	BELLARY EAST	
				173	KURUGODU	
				174	HADAGALI	
				175	HBHALLI	
				176	HOSPET	
				177	KUDLIGI	
				178	SANDUR	
				179	SIRUGUPPA	
		30	BIDAR DIST TOTAL	180	AURAD	
				181	BASAVAKALYAN	
				182	BHALKI	
				183	BIDAR	
				184	HUMNABAD	
		31	GULBARGA DIST TOTAL	185	AFZALPUR	
				186	ALAND	
				187	CHINCHOLI	
				188	CHITTAPUR	
				189	GULBARGA NORT	
				190	GULBARGA SOUTH	
				191	JEWARGI	
				192	SEDAM	
		32	KOPPAL DIST TOTAL	193	KOPPAL	
				194	GANGAVTI	
				195	KUSTAGI	
				196	YELBURGA	
				197	DEODURG	
				198	LINGASUGURU	
				199	MANVI	
		33	RAICHUR DIST	200	RAICHUR	
4	GULBARGA DIVISION TOTAL					

			<b>TOTAL</b>	201	<b>SINDHANUR</b>	
		34	<b>YADGIR DIST TOTAL</b>	<b>202</b>	<b>SHAHAPUR</b>	
				203	<b>SURPUR</b>	
				<b>204</b>	<b>YADGIR</b>	
			<b>STATE GODOWN</b>	205	Madiwala Godown	

**VOLUME 5**

Sl No.	Title Code	Pkg No.	Class	Titles	Size	Colour	Approx No. of Pages	Approximate No. of Books	Total No. of pages
1	2	3	4	5	6	7	8	9	10
1	305	73	10	KAN_FL	1/4th Crown	B/W	164	8,07,627	13,24,50,828
2	331	73	10	HINDI_MATHS	1/4th Crown	B/W	508	286	1,45,288
3	332	73	10	HINDI_SCIENCE	1/4th Crown	B/W	425	286	1,21,550
4	333	73	10	HINDI_SOCIAL_SCIENCE	1/4th Crown	B/W	292	286	83,512
5	334	73	10	HIN_MED_PHY_EDU	1/4th Crown	B/W	148	286	42,328
6		73		<b>Package - 73 Total</b>				<b>8,08,771</b>	<b>13,28,43,506</b>
7	306	74	10	KAN_MATHS	1/4th Crown	B/W	468	6,30,953	29,52,86,004
8	328	74	10	MAR_SOCIAL_SCIENCE	1/4th Crown	B/W	292	17,629	51,47,668
9		74		<b>Package - 74 Total</b>				<b>6,48,582</b>	<b>30,04,33,672</b>
10	310	75	10	KAN_SL	1/4th Crown	B/W	116	1,35,630	1,57,33,080
11	311	75	10	KAN_TL	1/4th Crown	B/W	100	46,620	46,62,000
12	312	75	10	ENGLISH_FL	1/4th Crown	B/W	300	99,357	2,98,07,100
13	318	75	10	ENG_TL	1/4th Crown	B/W	108	38,093	41,14,044
14	319	75	10	URDU_FL	1/4th Crown	B/W	140	43,762	61,26,680
15	320	75	10	URDU_MATHS	1/4th Crown	B/W	548	33,614	1,84,20,472
16	322	75	10	URDU_SOCIAL_SCIENCE	1/4th Crown	B/W	308	33,614	1,03,53,112
17	346	75	10	SANSKRIT_FL	1/4th Crown	B/W	180	20,261	36,46,980
18		75		<b>Package - 75 Total</b>				<b>4,50,951</b>	<b>9,28,63,468</b>
19	308	76	10	KAN_SOCIAL_SCIENCE	1/4th Crown	B/W	292	6,31,006	18,42,53,752
20	344	76	10	TELUGU_SOCIAL_SCIENCE	1/4th Crown	B/W	292	755	2,20,460
21	345	76	10	TEL_MED_PHY_EDU	1/4th Crown	B/W	148	755	1,11,740
22	348	76	10	Konkani TL – Kan	1/4th Crown	B/W	104	218	22,672
23	349	76	10	Konkani TL – Deva	1/4th Crown	B/W	104	100	10,400
24		76		<b>Package - 76 Total</b>				<b>6,32,834</b>	<b>18,46,19,024</b>
25	313	77	10	ENGLISH_MATHS	1/4th Crown	B/W	440	2,81,657	12,39,29,080
26	315	77	10	ENGLISH_SOCIAL_SCIENCE	1/4th Crown	B/W	316	2,81,022	8,88,02,952
27	347	77	10	SANSKRIT_TL	1/4th Crown	B/W	140	6,754	9,45,560

28	350	77	10	Tulu_TL	1/4th Crown	B/W	124	188	23,312
29	351	77	10	Arabic_TL	1/4th Crown	B/W	100	200	20,000
30		77		<b>Package - 77 Total</b>				<b>5,69,821</b>	<b>21,37,20,904</b>
31	317	78	10	ENG_SL	1/4th Crown	B/W	220	8,25,128	18,15,28,160
32	341	78	10	TELUGU MANJARI _ (FL)	1/4th Crown	B/W	172	701	1,20,572
33	342	78	10	TELUGU_MATHS	1/4th Crown	B/W	530	755	4,00,150
34	343	78	10	TELUGU_SCIENCE	1/4th Crown	B/W	420	755	3,17,100
35		78		<b>Package - 78 Total</b>				<b>8,27,339</b>	<b>18,23,65,982</b>
36	335	79	10	HINDI_TL	1/4th Crown	B/W	180	8,76,015	15,76,82,700
37	336	79	10	TAMIL_FL	1/4th Crown	B/W	172	1,271	2,18,612
38	337	79	10	TAMIL_MATHS	1/4th Crown	B/W	556	291	1,61,796
39	338	79	10	TAMIL_SCIENCE	1/4th Crown	B/W	460	291	1,33,860
40	339	79	10	TAMIL_SOCIAL_SCIENCE	1/4th Crown	B/W	348	291	1,01,268
41	340	79	10	TAM_MED_PHY_EDU	1/4th Crown	B/W	148	291	43,068
42		79		<b>Package - 79 Total</b>				<b>8,78,450</b>	<b>15,83,41,304</b>
43				<b>SCHEDULE - D TOTAL</b>				<b>48,16,748</b>	<b>1,26,51,87,860</b>

1) Printer is eligible to quote for any of the packages as specified in clause 2.3.2 in the descending order of preference.
2) Packages under 73 to 79 available for quoting .
3) Number of copies allotted for Printing shall be categorised as Free & Sale and they are to be bundled seperately and supplied using separate coloured Delivery Challans as per the Purchase order . Distribution list shall be provided with the Purchase order .
4) Numbers are all indicative in nature and final numbers which may be allotted under various packages .may vary upto 20% to the extent provided in the Purchase order .
5) Titles which are classified as ( B/W) have single colour inner pages. However all books are bound by 04 colour cover pages.
<b>Managing Director , Karnataka Textbook Society®</b>

**TABLE-I**  
**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,

Having examined the Bidding Documents including Addenda No. \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print and supply School textbooks to all the Block Educational Offices in State for which necessary Bid security ( EMD) amounting to Rs. 3,00,000/- is remitted via e-payment mode.

Terms & conditions:-

1. We undertake, if our Bid is accepted, to supply of School Books to all the Block Educational Offices in the State in accordance with the terms and conditions in the Bidding document.
2. If our bid is accepted we will furnish the bank guarantee 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 240 days after the date fixed for bid opening of Second Envelope under Clause 19 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988 ".
5. We understand that you are not bound to accept the lowest or any bid you may receive.
1. We understand that contract conditions and the time stipulated for execution of tender is 120 days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature:

\_\_\_\_\_ (in the Capacity of): \_\_\_\_\_

Duly Authorized to sign bid for and on behalf of

Place :

\_\_\_\_\_

**APPENDIX A**

**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 : Implementation of printing and supply of Government School Textbooks  
in 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 our Proposal is valid for a period of 240 days from .....  
(Proposal Due Date)

Yours faithfully,

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

**APPENDIX B**

**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 textbooks in Government / aided Schools under Karnataka Textbook society(R) in Karnataka, 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 C

### 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. Sales Tax/VAT Registration No
6. Service Tax Registration No
7. Brief description of the Legal Entity including details of its main lines of business.
8. 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 :
9. 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 D  
**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 Textbooks in Government Schools in 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 ....., 2014

.....  
(Name of the Bidder)

-----  
(Signature of the Authorized Person)

-----  
(Name and designation of the Authorized Person)

## APPENDIX E

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

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

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

#### WHEREAS

A. 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 text books to schools across Karnataka.

B. In terms of **Clause 2.10** of the Tender Document dated ..... issued in respect of the Project, the Bidder is required to furnish to The Karnataka Text book Society(R) an unconditional and irrevocable Bank Guarantee for an amount of Rs. .... (Rupees ..... only) as Bid Security for the Project.

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 upto 31<sup>st</sup> March 2016 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.....

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.....  
 Its ..... and authorized official.

## **Appendix F**

### **(Format for undertaking of being a Printer)**

Date

The Managing Director  
The Karnataka Text Book Society @,  
Bengaluru 560 085

Sir,

We confirm that we have been in the business of printing and supply of books / text books since past \_\_\_\_\_years.

Yours faithfully,

(Authorized Signatory)

**Appendix G-1**  
**FORMAT FOR STATEMENT OF EXPERIENCE**

Experience Criteria	.
Name of the project	
Name, address and contact details of Client	
Scope of the project	
Name(s) of other members of consortium, in case the said project was executed as a consortium.	
Scope of work of Bidder	
Date of commencement of the project	
Date of completion of the project	
Total billings from the project	

The above statement shall be supported by

1. a certificate issued by the Client clearly stating the scope of the project, cost of the project and date of successful completion.
2. copy of the joint venture agreement, in case the project was executed as a consortium
3. Certificate from statutory auditor certifying date of successful completion of bidder's scope of work in the project and total billings till such date.

**Appendix G 2**  
**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					
Sl No	Particulars	2011-12	2012-13	2013-14	Avg. for 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 = (subscribed and paid up Equity + reserves) - (Revaluation reserves + miscellaneous expenditure not written off)

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 G-3

#### Format for Statutory Auditor Certificate for Project Experience of Printing and Supply of Books / Textbooks

Date

We have verified the annual accounts and other relevant records of M/s.....(Name of the Bidder) and certify that M/s.....(Name of the Bidder) had been appointed for the purpose of ..... ( name of the project)

We have also scrutinised the documents made available to us for the said project and certify the following:

Date of commencement of the project	Date of completion of the project	Billings for the bidder from the project ( Rs)

Signature and seal of Statutory Auditor

Name  
Membership No  
Address

**Appendix H**  
**Format for Infrastructural Capabilities**

Sl No	Machinery / Other prescribed by the purchaser	Qty / Unit	Machinery / Other offered by the printer.	Qty / Unit	Production capacity per hour.
<b>Pre-Printing machinery</b>					
1	<p>Computer to Plate making plant with processor capable of making plates Double Crown, A-1 and such similar sizes</p> <p style="text-align: center;">or</p> <p>Plate exposing system with processor capable of making plates Double Crown, A-1 and such similar sizes</p> <p><i>(Note: Since it is single colour books the plates can be made by taking tracing sheet out put also both the systems are acceptable)</i></p>	<b>One Unit</b>			
<b>Printing machinery</b>					
1	<p>Single or multi printing unit web offset machine with a minimum cut off 508 mm, reel width 760 mm or more, with one quarter folder. The rated speed of the machine with quarter folding shall not be less than 10,000 cycles per hour.</p>	<b>One Unit</b>			
	<p style="text-align: center;"><b>OR</b></p> <p>Singe Colour Sheet fed printing machines with a production speed of about 5000 SPH, with a printing format of atleast 20x30 inches.</p> <p><i>(Note : If for any reason like bigger format or both sides printing etc the requirement of no of units will be proportionately less.)</i></p>				
2	<p>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.</p> <p><i>(Note: Optional since the only cover pages are to be printed this service may be outsourced. If so an MOU with the firm possessing the 4 colour ptg machine shall be provided)</i></p>	<b>One Unit</b>			
<b>Binding and Finishing Machinery</b>					
1	<p>Fully automatic stand alone perfect binding machine of six clamps or more.</p> <p><i>(Note : Required to achieve atleast a production of atleast 15,000 books per</i></p>	<b>One unit</b>			



	<i>shift.)</i>				
2	Fully automatic 3 side cutting machine capable trimming books of crown 1/4 <sup>th</sup> size on 3 sides at a time. <i>(Note: It is essential to trim the books in a three side trimmer to achieve the speed and correct right angles at the corners.)</i>	One unit			
3	Fully automatic programmatic cutting machine 92 cm (32 inches) size (min) (Note : Required to cut the Cover Boards etc.)	one unit			
4	Wet or Thermal lamination machine of minimum feed width of 18". (Essetntial to laminate the covers)	One unit			
5	Fully automatic folding machine capable folding sheets in the size of Double Crown to crown 1/4 <sup>th</sup> size (Note : Required only for the sheet fed printers)	two units			
<b>Manpower, Factory and Storage Space</b>					
	The plant shall be operated by qualified and trained manpower with qualified supervisors for quality checking in the production line. 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 5,000 sq feet to have easy and safe movement of the materials. The storage space shall be at least another 5,000 sq feet covered area for the safe storage of finished goods as well as to stock the paper.				
<b>OTHERS</b>					

Signature  
(Name and designation of signatory)

- Note :** 1) The bidder shall submit APPENDIX-H in affidavit.  
2) The Specifications mentioned above are at minimum configurations expected , but Superior Machinery in the similar class are also acceptable. However, decision of the Purchaser in this regard shall be final and binding.

**APPENDIX I**  
**( Cover 1 )**

Bidder Declaration regarding his capacity  
( On the Letter Head )

1. Sheet fed offset / Web Offset Printer - A / B Grade Printer
2. Capacity  
Can Print \_\_\_\_\_ titles & Supply a total of \_\_\_\_\_ lakh Textbooks to 55 Blocks in 01 month .
3. Capacity  
Can print a total of \_\_\_\_\_ lakh Textbooks in total , belonging to \_\_\_\_\_ titles under a total of \_\_\_\_\_ number of packages and supply to 204 Blocks within 120 days starting from November 2014 up to March / April 2015.  
The number of packages and supply to 204 Blocks within 120 days from the date of issue of purchase order and the supplier shall submit dummy within a week from the date of obtaining CD's / Positive's from KTBS.

Bidder  
Authorized Signatory

**APPENDIX J**  
**(Cover 2)**  
**TENDER FORM & PRICE SCHEDULE**

**PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID/ SECOND COVER**

To  
The Managing Director,  
Karnataka Textbook Society ®  
No.4, 100Ft Ring Road, Hosakerehalli,  
BSK 3<sup>rd</sup> Stage, Bengaluru – 560085.

Sir,

Having examined the bid Documents including Addenda No: \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to quote the rates per page towards printing and supply of School Text Books. Price quoted is all inclusive. Price shall be indicated to a maximum of 04 decimals.

( Signature of the Printer)  
( Authorized Signatory )

**Preference 1( Separate Cover )**

- A. Name of the Printer :  
B. Package No. quoted :

<b>Title</b>	<b>Book Size</b>	<b>GSM</b>	<b>Colour/Other specifications</b>	<b>Rate per page in Paise in digits shall be inclusive of all. Price shall be indicated to a maximum of 04 decimals</b>

Total No of Titles under the package

Place :  
Date :

Signature of Printer  
with address and Seal

**Preference 2( Separate Cover )**

- A. Name of the Printer :  
B. Package No. quoted :

<b>Title</b>	<b>Book Size</b>	<b>GSM</b>	<b>Colour/Other specifications</b>	<b>Rate per page in Paise in digits and words Price quoted is all inclusive. Price shall be indicated to a maximum of 04 decimals .</b>


Total No of Titles under the package

Place :

Date :

Signature of Printer  
with address and Seal

**Preference 3( Separate Cover )**

A. Name of the Printer :

B. Package No. quoted :

<b>Title</b>	<b>Book Size</b>	<b>GSM</b>	<b>Colour/Other specifications</b>	Rate per page in Paise in digits and words Price quoted is all inclusive. <b>Price shall be indicated to a maximum of 04 decimals .</b>

Total No of Titles under the package

Place :

Date :

Signature of Printer  
with address and Seal

**CONDITIONS:**

1. If our bid is accepted, we will have to abide as per the stipulated Terms & Conditions to supply of school books to all the Block Educational Offices in the State.
2. If our bid is accepted we will furnish Performance Bank Guarantee separately for each package as per terms.
3. We agree to abide by this tender for bid validity of 240 days after the date fixed for opening of Second Envelope.
4. We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988".
5. We understand that you are not bound to accept a lowest offer that you may receive.

Dated this                      day of                      2014

Signature

(Name and address of the Tenderer with seal)

(In the capacity of \_\_\_\_\_ duly authorized to sign the Tender for and on behalf of)

**Tender / Bid Validity:**

The Tender is valid for a period of 240 days from the date of opening of Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature:

(Name and Address of the Tenderer with Seal)

(In the Capacity of ) :

Duly authorized to sign the Tender for and on behalf of