

BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.

**Bid Document
for
Printing of FLN Shikshak Sandarshika for
Educational Work and delivering at all the
38 District Head Quarters of Bihar**

Issued by:-

Managing Director

Bihar State Text Book Publishing Corporation Ltd

Pathya Pustak Bhawan, Budh Marg, Patna – 800 001

Phone: 2221975 Fax: 0612-2236388

Email: textbookmd@gmail.com

04

SECTION - I:

**INVITATION FOR BIDS (IFB)
E-Procurement Notice**

The Bihar State Text Book Publishing Corporation Ltd. Invites e-tender from all reputed Printers for the **Printing & Supply of Shikshak Sandarshika** for educational work and delivering at all the 38 District Head Quarters within State of Bihar. Bidding process will be conducted as per terms & conditions laid down in this Bid Document. Provisions of the Bihar Financial (Amendment) Rules, 2005 and Amendment-2016-2017 shall apply.

Dates with regard to this Invitation for Bids are given below:

| | | |
|----|--|---|
| 1 | Name of the work | Printing and supply of Shikshak Sandarshika for educational work and delivering at all the 38 District Head Quarters within State of Bihar. |
| 2 | Tender Notice No | BSTBPC / E-Tender/ Shikshak Sandarshika/2023 / 1222 dt. 20/05/2023 |
| 3 | Tender Fee/EMD | 1) Tender Document Fee (Non Refundable): Rs 11800/- (Rupees Eleven Thousand Eight Hundred only) to be paid online. 2) Tender Processing Fee (Non Refundable) Rs 590/- (Five Hundred Ninety only) to be paid online. 3) EMD (Refundable): Rs. 3,00,000/- (Rupees Three Lacs only) in the form of digital payment viz; RTGS/NEFT/BG issued by a Scheduled/Nationalised Bank in favour of Bihar State Text Book Publishing Corporation Ltd., Payable at Patna. |
| 4 | Online publication of bid document | 22/05/2023, 11:00 Hrs |
| 5 | Date, Time and venue for Pre bid Meeting | 29/05/2023 at 15:30 Hrs at Conference hall, BSTBPC Ltd, Budha Marg, Patna-01 |
| 6 | Date of uploading pre-bid clarifications | 01/06/2023, 18:00 Hrs |
| 5 | Last Date and time for uploading bid. | 12/06/2023, 18:00 Hrs in online mode. |
| 6 | Opening of Technical Bids | 13/06/2023, 12.00 Hrs If the due date happens to be a holiday, the bids will be opened on the next working day. |
| 8 | Opening of Financial Bids | To be notified later. |
| 9 | Availability of Bid Document | May be downloaded from the Websites (https://eproc2.bihar.gov.in/EPSV2Web or https://www.bstbpc.gov.in) |
| 10 | Address for Communication | The Managing Director, Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-800001 |

Bidders may also submit their pre bid queries via speed-post/email/by person latest upto 18:00 hrs of the day of pre-bid meeting. Pre-bid queries beyond aforesaid time and date shall not be entertained under any circumstances. The Managing Director of the Corporation reserves the right to amend or withdraw any of the Terms and Conditions in the bid document or to cancel / reject all the tenders received without giving any notice or assigning any reasons thereof.

Managing Director

Bihar State Text Book Publishing Corporation Ltd.

बिहार राज्य पाठ्य पुस्तक प्रकाशन निगम लि०
बुद्ध मार्ग, पटना

99

E-Procurement related instructions
Submission of Proposals through electronic mode only

- (i) The bidder should prepare and submit its offer as per instructions given in this section.
- (ii) The Bidder shall submit his bid/tender through e-Procurement platform at <https://eproc2.bihar.gov.in/EPV2Web/>
- (iii) The Bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-ID of the e-Procurement website before participating in the e-Tendering process. The Bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-ID they have to get registered themselves on e-procurement website https://eproc2.bihar.gov.in/EPV2Web and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- (iv) The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement website at the respective stage only. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other related certificate /documents in the e-Procurement web site. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The Bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document. This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable falling which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
- (v) All the required documents should be attached at the proper place as mentioned in the e-forms. Tender Processing Fee (TPF) and Tender Document fee to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
 - a) "Earnest Money Deposit (EMD) shall have to be paid in the digital form or in the form of Bank Guarantee. The scan copy of BG to be uploaded on the e-proc portal and hardcopy of same BG to be submitted in the office of BSTBPC within 05 days (5:00 PM on the 5th day after the bid submission).
 - b) In case of Micro / Small scale units seeking exemption from payment of EMD, the bidder shall have to upload "Udyam Registration Certificate" along with updated status.
- (vi) **Bidder shall not be required to submit any kind of hardcopy as per bid.**
- (vii) Bids along with necessary online payments must be submitted through e-Procurement portal https://eproc2.bihar.gov.in/EPV2Web before the date and time specified in the NIT/RFP. The department / Tendering Inviting Authority don't take any responsibility for the delay / Non Submission of Tender /Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."
- (viii) The tender will be opened online through the e-procurement portal at the venue, Conference Hall, the Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna 800001. Bidders or their authorized representatives, who are willing to witness the bid opening, may remain present during opening of the bid(s).
- (ix) Any corrigendum or date extension/ changes/amendment notice will be given on the e-Procurement website https://eproc2.bihar.gov.in/EPV2Web and Corporation's website: www.bstbpc.gov.in as well. For support related to e-tendering process, Bidders may contact at following address "e- Procurement HELP DESK mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar" Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in or may visit the link "Vendor Info" at https://eproc2.bihar.gov.in/EPV2Web.

D
18/08/2024

INSTRUCTION TO BIDDERS**A) SPECIAL ATTENTION FOR BIDDERS**

- (i) The Contract will be awarded from the date of issuance of work order. As this printing work is of urgent nature and timeline defined hence the printers who can or have the capability to meet the timelines for deliverables as stipulated in this bid document on later sections only need to apply.
- (ii) This procurement is of very urgent nature hence the required Printing, Binding, Packing & Supply of Shikshak Sandarshika are required to reach positively at all the 38 District Head Qr. of Bihar within **30 days from approval of dummy Sandarshika Pustika**. In case the bidder fails to do so, a penalty will be levied and same will be non refundable in any circumstance. In the aforesaid event, the said bidder shall also be liable for debar / Blacklisting in the Corporation from further participation in the future bids published by Bihar State Text Book Publishing Corporation Ltd.
- (iii) This Invitation for Bid is open to all Printers fulfilling Eligibility Criteria as mentioned in Bid document. Any Bidder found involved in any fraudulent practice or declared blacklisted or debarred by any organization in India shall be pointed out and its bid will be rejected without any further communication.
- (iv) The Bidder shall bear all costs associated with the preparation and submission of its Bid and Bihar State Text Book Publishing Corporation Ltd. will in no case be responsible or liable for these costs, irrespective of the conduct or outcome of the Bid process.
- (v) The Bid document may be downloaded from the **Website www.eproc2.bihar.gov.in or www.bstbpc.gov.in**.
- (vi) Bids complete in all respects - both Technical Bid (available on e-Proc Portal) and Financial Bid (available on e-Proc Portal) along with all supporting documents/ annexures as per Bid document must be submitted online in the e-Proc. The **TECHNICAL BID** of all the Bidders will be opened online. The **FINANCIAL BID** of those Bidders whose **TECHNICAL BID** does not fulfill the criteria / eligibility / requirements of Bid Documents shall not be opened. The Financial Bid of only technically qualified bidders shall be opened. The date of opening of financial bid shall be notified later.
- (vii) **NO HARDCOPY (EXCEPT BANK GUARANTEE AS PER CLAUSE-V, PAGE-3 OR ANY OTHER PAPER SPECIFICALLY MENTIONED IN THE RFP) SUBMISSION OF BID IS ALLOWED UNDER ANY CIRCUMSTANCES.**
- (viii) The bid document must be digitally signed by person fully and duly authorized to sign as declared in the bid. The bidder are requested to submit the proof of authorization in the form of Board resolution/ authorization letter(as per annexure vide section-XII/ Power of Attorney before Public Notary as the case may be in the Technical bid documents.
- (ix) The bid shall be submitted online through e-Procurement portal <https://www.eproc2.bihar.gov.in>.
- (x) The bid should be unconditional and inconsistent with the terms and conditions of the prescribed bid document for the purpose.
- (xi) Conditional tender will not be accepted.
- (xii) Bidder who authorizes more than one person on its behalf for Bid Processing, shall result in rejection of the bid.

(9)

ELIGIBILITY CRITERIA

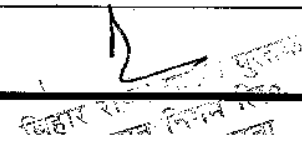
- 1) This invitation is open to all Printers registered under Companies Act, 1956/2013, Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882 or Limited Liability Partnership Act 2008 or Proprietorship firm, who fulfill the eligibility & qualification criteria specified hereunder. **(Consortium/JV of Printers is strictly disallowed)**
- 2) The eligibility criteria and Supporting Documents to be submitted by the bidders in the technical bid are as follows:-

NOTE :- ALL DOCUMENTS AS MENTIONED HEREUNDER SHOULD BE MANDATORILY UPLOADED THROUGH ONLINE E-PROC PORTAL ONLY. HARD COPY SUBMISSION IS STRICTLY DISALLOWED IN ANY FORM UNLESS OTHERWISE MENTIONED.

| S.No | Eligibility Criteria for Bidders | Mandatory Documents to be uploaded |
|------|---|---|
| B1 | Earnest Money Deposit (Refundable) for Rs 3,00,000/- (Rupees Three Lakhs only) | i. Online fee receipt in case of Digital Payment. OR ii. Copy of Bank Guarantee for requisite amount. OR iii. Copy of Udyam Aadhar Registration Certificate with updated status in case enterprises seeking EMD Exemption. |
| B2 | Tender Document Fee (Non Refundable) for Rs 11800/- (Eleven Thousand Eight Hundred Only) and Beltron Tender Processing fee (Non refundable) for Rs 590/- (Five hundred Ninety only) or as reflected on the e-proc portal. | Online receipt of Digital Payment. |
| B3 | The Bidder should be an established entity under Companies Act, 1956/2013, or Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882, or Limited Liability Partnership Act 2008 or a Proprietorship firm. | For Company Act - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 along with copies of Memorandum of Association (MoA) and Articles of Association (AoA) For Partnership Firm - Copy of the Registration Certificate issued under Partnership Act 1932, along with Partnership deed. For Limited Liability Partnership (LLP) Firm - Copy of the Certificate of Incorporation issued by the Registrar of Firms under Limited Liability Partnership Act 2008. For Society/Trust - Copy of Certificate of registration under Societies Registration Act 1860 or Indian Trusts Act 1882. For Proprietorship firm - A proprietorship firm shall provide Proof of proprietorship of a Printing Press i.e; MSME Certificate or Firm Registration Certificate/License. |
| B4 | The bidder must have minimum Average Annual Turnover of Rs. 50 lakh (Fifty Lakh Only) in any three years during financial years i.e. (FY 2017-18 TO 2022-23) related to printing work. | Turnover certificate vide form in "Section-XIV". Issued by Chartered Accountant/Company Secretary (Membership No., UDIN No. & Date must be mentioned) to certify that the turnover is related to printing work only. |

| | | |
|-----|---|---|
| B5 | The bidder must have valid (i) PAN Card, (ii) income tax returns of three assessment years (AY 2020-21, 2021-22 & 2022-23) | Self-attested copies of 1) PAN Card 2) Income Tax Return (ITR) Acknowledgment copy for three Assessment Years (AY 2020-21, 2021-22 & 2022-23) |
| B6 | The bidder must have GST Registration Certificate (FORM GST REG-06 showing the principal place of business and all the additional place(s) of business. | i. Self-attested copies of GST Registration Certificate showing the principal place of business and all the additional place(s) of business. AND ii. GSTR-3B return filed for the month of Either March 2023 OR GSTR 4 th Qtr FY 2022-23 AND iii. Affidavit sworn before Public Notary / Executive Magistrate as per "Section-XIII". |
| B7 | The bidder should have the experience of printing and supply to the Government (Central or State) Sector/ Semi-Government/ Public Sector Unit (PSU)/Private Institution for 75000 Textbooks/ Margdarshika/ Workbook with minimum 50(Fifty) text pages in any one year during last 07(Seven) Financial years i.e. FY 2016-17 to 2022-23. | i. Copies of work order and completion certificates/Tax invoice to be uploaded. In case of bidder(s) who have printed SSA books in previous years under DBT mode, the printers/bidders will have to submit the proof of printing in terms of book invoice copy to book seller(s). |
| B8 | The bidder should have ISO: 9001 or above certifications related to printing works as on last date of submission of bid. | Self-attested copy of valid ISO certification as on last day of submission of bid. |
| B9 | The bidder/agency should have valid Factory License for all printing premises. | Self attested copy of valid Factory License, for the production plant/unit/premises which are valid and renewed up to date for all printing premises. |
| B10 | The bidder/agency should have 3 Phase Electricity connections in printing press. | (a) Self attested copy of proof of connection in terms of latest Electricity bill OR (b) Alternate power arrangements in terms of 3 phase DG set (Owned or hired) (i) Purchase proof in case of owned DG set OR (ii) DG set rent agreement with the Genset owner. |
| B11 | Letter of Authorisation to sign bid. | The Bidder should dully fill the authorization form vide Section-XII and upload(Not Mandatory in case proprietorship firm wherein the owner signs the bid himself) |
| B12 | The bidder should operate the printing press facility along with storage space laid out in an area of minimum builtup area of 3000 sqft. | a) The bidder must provide rent agreement copy with house owner/ property owner, if the Printing Press is on rental place Or b) If the property is self-owned, proof of ownership to be submitted Note: The built up area of 3000 sqft must be mentioned in the document which has |

| | | |
|-----|--|---|
| | | <p style="text-align: right;">89</p> <p>been produced for aforesaid purpose and the bidder shall be required to upload the photos of premises with printers name board in both the cases showing time and geo-stamp on the photo</p> |
| B13 | <p>The bidder must not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document.</p> | <p>Affidavit sworn before Public Notary/Executive Magistrate as per "Section-XI". Note: The bidder shall declare all ongoing litigations; it is involved in/with any Government Agency/ State/ central department/ PSU in the affidavit.</p> |
| B14 | <p>The Bidder should furnish data to support the printing capacity per day to perform the contract and complete the supplies within the stipulated delivery period and Work in hand (as on date) of other organization with name on firm letter head.</p> | <p>Furnish data to support the printing capacity per day to perform the contract and complete the supplies within the stipulated delivery period and Work in hand (as on date) of other organization with name on firm letter head as per Section-XVII</p> |
| B15 | <p>The bidder must have the following facilities available in their Printing press along with the facility of Pre-Press, Press and Post-Press related modern printing provisions:</p> <p>I. Pre-Press:</p> <p>a) Desktop Processor/Computer along with A4 size colour inkjet/laser printer with latest version of software used in designing.</p> <p>b) The bidders may satisfy at least one of the following conditions with respect to plate making capabilities</p> <p>i. Whether the bidder owns a CTP/CTCP unit. OR</p> <p>ii. Whether the bidder has consent from a 3rd party having CTP/CTCP units for its use.</p> <p>II.</p> <p>Press:</p> <p>Printing Press should have – 01(One) unit Four Colour or more colours Sheet fed Offset Printing Machine 19"x25" or bigger size.</p> <p>III. Post Press</p> <p>a) Folding Machine(minimum 02 folds)- 01 Nos</p> <p>b) Section Sewing Machine-01 Nos</p> <p>c) Perfect Binding Machine-01 Nos</p> <p>d) Cutting machines- 01 Nos</p> <p>e) Lamination Machine-01 Nos</p> | <p>Please read the below instructions carefully:</p> <p>1. If the bidder has consent from 3rd party for use of their CTP/CTCP unit, the details of plate making capabilities like CTP/CTCP machine and owner details etc. along with photo and geostamp to be uploaded.(Please refer Section-XIX)</p> <p>2. The bidder shall be required to mention detail of printing facilities as sought in this clause in the appropriate place of the form "Section-XV" of bid document. The above declaration form vide "section XV" to be made affidavit sworn before Public Notary/Executive Magistrate for Declaration of Printing facility for the machinery which are installed in the printing press. AND</p> <p>3. Special Attention: The bidder shall also mandatorily upload photo of each machine (photo along with the owner of the printing facility/press) of the press showing time and geo-stamp on the photo. The photo should have been taken on a date after publication of this bid only and all photos on a single day. The photos of all prepress, press and post press machines are mandatory. **</p> |



| | | |
|-----|--|--|
| | f) Strapping Machine-01 Nos | |
| B16 | <p>Past Performance of bidders in Printing and supply of SSA books for academic Session 2023-24. (This Clause is applicable only for the the printers engaged in BSTBPCL for printing of SSA 2023-24 books)</p> | <p>The bidders who are current Performers in Printing and supply of SSA books for academic Session 2023-24 Bihar and have participated in this Sandarshika bid, the performance of SSA 2023-24 Bihar shall also be considered/ examined while evaluating the technical bid for this bid. If the bidder has not completed 75% of contract value in SSA 2023-24 till the day of publication of Sandarshika bid, then it shall be presumed that the bidder(s) is/are incapable of doing further printing work till completion of printing of the SSA books and their bid shall be liable for rejection at the preliminary evaluation stage.</p> <p>(Note: The performance Certificate of SSA 2023-24 printers shall be downloaded by BSTBPC from CSCP Portal)</p> |

SPECIAL CONDITION:

1. If any bidder missed to upload any document(s) as required under Clause B01 to B15 due to any technical reason e.g; eproc server failure/last hour upload on eproc/ PDF file corrupt/non proper scanning of documents or any other technical reason then it's bid is liable for rejection as per General conditions of contract.
2. In the above situation, even if the missed document(s) exists with the bidder (Historical Document: Issued by appropriate /related authority before last day of submission of this bid), the same shall not be considered/entertained under any circumstances and bidder's status of disqualification shall remain intact.

**** The BSTBPC Ltd. may inspect the printing premises during technical evaluation of the bid. In case it is found that the bidder has/have misrepresented any fact in this regard then immediate disciplinary action along with debar/blacklisting action may be initiated against the bidder(s).**

1. Language of Bid

The Bidder would prepare the Bid in English language. Besides, all the correspondence and documents pertaining to their bid process to be exchanged between the Bidder and the BSTBPC Ltd. would also be in English/Hindi language. Supporting documents and printed literature furnished by the Bidder may be in another language but the same also needs to be translated in English except Hindi.

2. Registration of Bidders on web portal and uploading of bid

- 2.1 The Bidder, who intends to participate in the e-tender called by Bihar State Text book Publishing Corporation Ltd. (BSTBPC Ltd.) has to register itself on the e-Procurement portal <https://www.eproc2.bihar.gov.in>.

- 87
- 2.2 PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Bidder intending to participate in the bid is required to register in the Portal with information about the firm. This is a onetime activity for registering in Portal. During registration, the firm/Bidder has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class II or Class III digital certificate issued by a registered Certifying Authority, Government of India.
 - 2.3 In case of Partnership Firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of the partners of the firm.
 - 2.4 In case of private limited company, public limited company, the Managing Director or any other person having designated authority to authorize a specific individual, has to authorize a specific individual through a authority letter/Board Resolution.
 - 2.5 This authorized user shall be required to obtain a digital certificate.
 - 2.6 The digital certificate issued to the authorized user of a partnership firm / private limited company/public limited company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.
 - 2.7 To log on to the portal the Bidder is required to type his/her username and password. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - 2.8 The tender documents uploaded by the Tender Inviting Officer in the website <https://www.eproc2.bihar.gov.in>. Only a small notification will be published in the newspaper along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any Bidder can view or download the bid documents from the web site.
 - 2.9 Cost of bidding document (non-refundable) is **Rs. 11800/-** (Rupees Eleven Thousand Eight Hundred only), will be paid through online via electronic mode.
 - 2.10 Required bid security (EMD) in the digital form/BG issued by Nationalised Schedule Bank scan copy to be uploaded with the technical bid.
 - 2.11 Bids cannot be submitted after due date and time. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated acknowledgement of submission to confirm successful uploading of bid. The bids cannot be opened before the due date and time of opening.
 - 2.12 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
 - 2.13 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
 - 2.14 The Bidder should check the system generated confirmation acknowledgement on the status of the submission.
 - 2.15 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - 2.16 For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
 - 2.17 Bid can be submitted during the ONLINE BID SUBMISSION stage only using the digital certificate that is used to encrypt the data during the ONLINE BID PREPARATION.

- 80
- 2.18 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 2.19 **SIGNING OF BID:** The 'online Bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT ACT 2000. If any of the information furnished by the Bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be Blocked and the Bidder is liable to be blacklisted.
- 2.20 **SECURITY OF BID SUBMISSION:** All bid documents uploaded by the Bidder to the portal will be encrypted.

2.21 RESUBMISSION AND WITHDRAWAL OF BIDS:

- i) Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- ii) Resubmission of bid shall require uploading of all documents including price bid afresh.
- iii) If the Bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- iv) If the Bidder wants to withdraw its bid, it will only do so before the closing date. Once the bid is withdrawn, Bidder cannot participate in the tender.

3 Standard procedure to uploading bid:-

First download the Tender form Technical bid sheet & Financial Bid Sheet. Read all Terms & conditions carefully. Fill up Tender form & collect all required documents.

3.1 For Technical Bid Form 'A'

Scan all documents as per Technical tender information **Section-VI - Form "A"** separately. Scan & Upload all documents mentioned in Form "A" with same page in one PDF.

For Financial Bid Form 'B'

- 3.2 The Bidders follow the guidelines given in ITB to fill up the Financial Bid.** The Bidder shall indicate on the appropriate price schedule attached to this bid document **(Section-XVIII - Form "B")** the unit price of each book print and supply under the contract. Price quoted at any other place/forms/eproc-2 blank spaces in BOQ/Bidders own format or any similar PDF form shall not be entertained under any circumstances. If any bidder do so then its financial bid shall out rightly be rejected without any entertaining any further correspondances. Hence the bidder shall quote its rate only in **FORM-B, Section VIII uploaded with this tender.**
- 3.3** Price quoted in the financial Bid shall include the cost of paper of the required title and specification for text (80 GSM) Maplitho Virgin Paper and cover (250 GSM) Art Board paper as per technical specification (Section-V) for Sandarshika, printing/stitching/binding/cover thermal lamination one side, raw material used for printing, printing inks, packing, handling etc. and transportation upto District Head Quarters of the 38 districts of Bihar, all applicable taxes and duties, excluding Goods & Services Tax (GST). The rate shall be quoted for per Sandarshika book as per specification and requirements mentioned in Section-V in the online mode only. GST as applicable will be paid by BSTBPC Ltd. as per the prevailing rates/rules.
- 3.4** The rate should be quoted in figures as well as in words [e.g. Rs. 60.50 (Rs. Sixty & Paise Fifty Only)].
- 3.5** If the rates are quoted more than two decimal places by the bidder, the rates upto two decimal places shall only be taken into consideration for finalization of the Financial Bid.
- 3.6** The price quoted by the Bidder shall be fixed for the entire period of contract and no price variation is allowed on any account.

184

4 Bid Security (EMD)

- 4.1 All the bidder shall submit the Bid security (EMD) in the digital form/BG for the prescribed sum as mentioned in the Invitation For Bids (IFB) in Section-I.
- 4.2 The Bid security is required to protect the BSTBPC Ltd. against the risk of Bidder's conduct, which would warrant the forfeiture of Bid security.
- 4.3 The Bid security shall be in Indian Rupees and in digital form/BG issued by the Nationalized/Scheduled bank located in India.
- 4.4 The Micro or Small scale units located in Bihar shall not be liable to deposit earnest money. Micro/small scale enterprise/Bidders which are registered unit located in Bihar seeking exemption for payment of EMD should submit valid copy of "UDYAM RESTRATION CERTIFICATE" (along with updated status).
- 4.5 Any Bid not secured by EMD will be rejected by the BSTBPC Ltd. administration deemed as technically ineligible.
- 4.6 Bid security of the unsuccessful Bidders will be discharged/returned as promptly as possible.
- 4.7 The successful Bidder's Bid security will be discharged after the signing of the Contract and furnishing the Performance Security deposits pursuant to Section-II Clause 13.
- 4.8 The Bid security may be forfeited:**
- (a) If a Bidder
- (i) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form;
- Or
- (ii) Does not accept correction of errors
- Or
- (b) In case of a successful Bidder, if the Bidder fails:
- (i) To sign the Contract; Or to furnish Performance Security in accordance with Section-II Clause-14

5 Period of Validity of Bids

- 5.1 Bids shall remain valid for **120 days** from the date of Bid opening prescribed by the BSTBPC Ltd. A bid valid for a shorter period shall be rejected by the BSTBPC Ltd. as not technically eligible.
- 5.2 In exceptional circumstances, the BSTBPC Ltd. may solicit the Bidder's consent to an extension of the period of validity. The request by the BSTBPC Ltd. and the responses of Bidders thereto shall be made in writing. The Period of validity of the Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.
- 5.3 In the case of fixed price contracts, in the event that the BSTBPC Ltd. requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the same as the bid price.

6 Opening of Bids by the BSTBPC Ltd.

- 6.1 All the bids received within the specified time would be taken up to be opened by the Tender committee at the prescribed time mentioned through the mode as applicable.
- 6.2 Bidders or their authorized representatives, who choose to witness the opening of bids, would remain present during the opening of bids.

- 6.3 BSTBPC Ltd. reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. 84

7 Clarification of Bids

During evaluation of Bids, the BSTBPC Ltd. may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response thereto shall be in writing and no change in substance of the Bid shall be sought, offered or permitted. In case a bidder missed to upload any document(s) as mentioned/required in eligibility criteria, no fresh documents in any form shall be entertained after opening of bid and during technical clarification.

8 Preliminary Examination (technical eligibility) and Technical Evaluation

- 8.1 The BSTBPC Ltd. will examine the Bids to determine whether they are complete, properly signed and each page numbered and arranged in order according to the sequence.
- 8.2 After the opening of Technical Bid Form 'A' the Tender committee members and authorized officials of BSTBPC Ltd. may go for site inspection of the setup at the Bidder's press. Only after the Bidder qualifies in the preliminary examination (technical eligibility) and technical evaluation, he becomes technically qualified for the financial bid evaluation.
- 8.3 The bidder(s) having one Sheet fed offset machine(Four Colour) size 19"X25" or higher sizes are eligible to quote for Shikshak Sandarshika book. The bidders misrepresenting the facts shall be out rightly rejected at technical evaluation stage and the financial bid shall not be opened.
- 8.4 The BSTBPC Ltd. or their representative will have the right of site inspection of the Bidder's setup, anytime either post award during the entire process of printing work or prior to opening of the financial bid. The BSTBPC Ltd. will determine the technical eligibility and technical qualification of each Bid with reference to the Bid documents and criteria laid down for technical qualification. For the purpose of these Clauses, a technically eligible bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations.
- 8.5 Tender Committee, if finds it necessary, may call all those Bidders found eligible after preliminary examination of the bids for presentation of their technical bid so that to get absolute clarity on the point of technical eligibility of the Bidders.
- 8.6 The BSTBPC Ltd. has absolute discretion to waive any minor non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect any other Bidder.
- 8.7 Having evaluated the bids on the criteria of technical eligibility on the basis of the technical bids submitted by the Bidders and the presentation of the technical bid, if any, made by them, the tender committee will decide on the bids which qualify the eligibility criteria.
- 8.8 Once the Technical evaluation is complete, Tender committee may invite no objections from the bidders by uploading the technical evaluation sheet on BSTBPCL official website. A specified time period shall be given to bidders to register their objection/clarification on the technical evaluation report. Once the specified time period is over, no further communication related to bidder's disqualification or any other issues related to technical evaluation report shall be entertained under any circumstances.

9 Financial Evaluation

- 183
- 9.1 The bidder shall be required to quote price per book only. Bid shall be evaluated based on the lowest rate quoted per book.
 - 9.2 After scrutiny and technical evaluation, the Bids meeting the eligibility criteria shall only be considered for Financial bid opening and evaluation.
 - 9.3 The Financial Bid Form "B" of the technically qualified Bidder will be opened online by the Tender committee.
 - 9.4 Bidders or their authorized representatives, who choose to witness the opening of financial bids, would remain present during the opening of bids.
 - 9.5 The lowest rate shall be evaluated on the basis of the lowest rate quoted per book. All prospective bidders will have to quote rates per book.

10 Award of Contract:

- 10.1 Subject to clause 9, the BSTBPC Ltd. will award the contract to the technically and financially qualified Bidder(s) who have quoted the lowest price for Shikshak Sandarshika i.e. lowest L1 Rate. The L-1 rate shall be the contract rate for other successful bidders also, who would be interested in doing printing work on approved lowest evaluated rate.
- 10.2 Contract will be awarded on the Lowest approved rate (L1) per book. If the bidder fails to perform the contract, all his performance bank guarantee will be forfeited and the process for debar/blacklisting of the firm will be initiated.
- 10.3 (a) Bidders are requested to refer Section-V under Technical specification & district wise book requirements. The successful L-1 bidder shall be awarded with the whole contract. In case of tie in rates, the work shall be awarded based on lottery between/among the bidder(s).
(b) The BSTBPC may reduce the original delivery period of 30 days upto 75% depending on the urgency of work. Hence in view of the volume & reduced time lines, the MD, BSTBPC at its discretion can invite L2, L3 or L4 etc. in sequence to match the price of L1 and to issue printing work orders.
- 10.4 In case the L-1 price is found unreasonable, the L-1 bidder may be asked for price justification and negotiation may be held with the L-1 bidder.

11. BSTBPC right to vary Quantities at the Time of Award

- 11.1 The BSTBPC Ltd. reserves the right to increase or decrease by up to 30 (Thirty) percent in the quantity of book as well as pages of the book at the time of Contract award and delivery thereof as originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. No time limits extensions would be allowed for supply if quantity will increase at the time of work order.

12. Notification of Award

- 12.1 The BSTBPC Ltd. will notify the successful Bidder in writing / email that its Bid has been accepted.
- 12.2 The notification of award will constitute the formation of the Contract.
- 12.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB, the BSTBPC Ltd. will promptly notify each successful Bidder and will discharge its Bid security after signing of contract agreement, pursuant to ITB.

13. Signing of Contract

- 82
- 13.1 The successful Bidder, on receipt of award shall execute an agreement within 03 (Three) days from the day of award of contract in the prescribed form (Section-VIII) **Deposit Performance Security, amounting to 5% of the Contract value.**
- 13.2 If the bidder fails to execute the agreement and fails to furnish Security amount as mentioned in Clause -14.1 and 13.1 above without a valid reason(Accepted by MD, BSTBPCL), not only the bid security shall be forfeited, but the printer shall also be debarred from participation in future bids and blacklisting of firm may also be initiated. In the aforesaid situation, if the firm is MSME and has taken the advantage of bid security exemption then the said firm shall be debarred from participation in future tender in BSTBPCL and penalty of the amount equal to EMD value shall be imposed and deducted from its bill of any other running contract under BSTBPCL.
- 13.3 The agreement shall be executed by the successful bidder at Patna on non- judicial stamp paper of Rs. 1000/- and the successful bidder shall bear all legal expenses of execution of the agreement.

14 Performance Security

- 14.1 Within 03 (Three) days from the day of award of contract or the receipt of notification of award from the BSTBPC Ltd., the successful Bidder shall furnish the performance security @ 5% of total contract value in accordance with the General Conditions of Contract, in the Performance Security Form (**Section-IX**) provided in the Bid documents or in another form acceptable to the BSTBPC Ltd.
- 14.2 Failure of the successful Bidder to comply with the requirement of performance security, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.
- 14.3 The proceeds of the performance security shall be payable to the BSTBPC Ltd. as compensation for any loss resulting from the Printer's failure to complete its obligations under the Contract.
- 14.4 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee or Demand Draft issued by nationalized/ scheduled bank located in India, in the form provided in the Bid document.
- 14.5 The Performance Security will be discharged by the BSTBPC Ltd. and returned to the Printer after successful completion of the period of Contract

15 Corrupt or Fraudulent Practices

- 15.1 The BSTBPC Ltd. requires that the Bidders/ Printer(s) observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BSTBPC Ltd.:
- (a) Defines, for the purposes of this provision, the terms set forth as follows:
- (i) "**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; and
- (ii) "**Fraudulent practice**" means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the BSTBPC Ltd., 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 BSTBPC Ltd. of the benefits of free and fair competition;

- (21)
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for being awarded Govt. contract, if it at any time determines that the Bidder(s)/ Printer(s)/Firm(s) has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
 - (d) Further, all bidding documents and all contracts financed in whole or in part by the **Government** will have a clause permitting it to inspect the Bidders', suppliers' and contractors' accounts and records relating to the bid submission and contract performance of the Bidders, suppliers and contractors, and to have these accounts and records audited by the auditors appointed by **the C.A.G.**

16 Force Majeure

16.1 Notwithstanding the provisions of GCC Clauses 15.1, the Printer 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.

16.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Printer and not involving the Printer's fault or negligence and not foreseeable.

16.3 Such events may include, but are not limited to, the acts of the BSTBPC Ltd. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Printer shall promptly notify the BSTBPC in writing of such conditions and the cause thereof. Unless otherwise directed by the BSTBPC Ltd in writing, the Printer 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.

1. Standards

The Printing (with paper) of Shikshak sandarshika and delivering at all the 38 District Head Quarters of Bihar printed under this Contract shall conform to the standards mentioned in the Technical Specifications mentioned in **Section V**.

2. Use of Contract Documents and Information, Inspection and Audit

- 2.1 The Printer shall not, without the BSTBPC Ltd. prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the BSTBPC Ltd. in connection therewith, to any person other than a person employed by the Printer in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.2 The Printer shall not, without the BSTBPC Ltd. prior written consent, make use of any document or information except for purposes of performing the Contract.
- 2.3 Any document, other than the Contract itself, shall remain the property of the BSTBPC Ltd. and shall be returned (in all copies) to the BSTBPC Ltd. on completion of the Printer's performance under the Contract if so required by the BSTBPC Ltd..
- 2.4 The Printer shall permit the BSTBPC Ltd. or its representative to inspect the Printer's accounts and records relating to the past performance of the Printer and to have them audited by auditors appointed by the BSTBPC Ltd., if so required by the BSTBPC Ltd.
- 2.5 The Printer shall return to BSTBPC Ltd., all material such as CDs, and Film Positives etc. as soon as the period of Contract is over

3. Inspections and Tests

- 3.1 The BSTBPC Ltd. or its representative shall have the right to inspect and/or to test Shikshak Sandarshika Class-III to confirm their conformity to the Contract Specifications.
- 3.2 The BSTBPC Ltd. right to inspect test and, where necessary, reject the materials shall in no way be limited or waived by reason of the Printing (with paper) of Shikshak Sandarshika and delivering at all the 38 District Head Quarters of Bihar having previously been inspected, tested and passed by the BSTBPC Ltd. or its representative prior to the transportation.
- 3.3 05 (five) copies of Shikshak Sandarshika shall be presented to the BSTBPC Ltd., for approval before final dispatch to the destination-points without prejudice to any claim for extension of time for delivery.

4. Printing Ink Quality: -

The ink to be used in printing of workbooks should bear the following qualities: -

- a) The ink should be of a good quality having sufficient quantity of finely grind pigments.
- b) The ink should be adequately viscous to fully transfer and stick on paper but should not fully penetrate in the paper reflecting "See Through".
- c) The ink should have good drying quality particularly on smooth or glaze paper to avoid "Set off".
- d) The ink should not be so tacky to snatch/pick up the paper or coating on paper while printing.
- e) The selection of the set of printing of ink should be made taking into account the shade of paper and the nature of illustration used in the books.

5. **Imposition of Pages and Printing Quality:** - While imposing the pages particularly the preliminary pages, the chapter opening pages and finally printing the workbook, the following points have to be strictly followed.

- i) Perfect registration of colours should be maintained throughout while printing the job.
- ii) There should be controlled release of ink as per requirement of job to avoid "See through" and uneven inking.
- iii) There should be uniform/even inking throughout the workbook without patches of over/under inking and fluff traces/spots.
- iv) There should be no roller marks in shape of lighter/heavier colour strips on solid or screen grounds visible when printed.
- v) There should be no "Set off" and or any scum and or any spot neither within the image area nor on the non-image area of any page of the book or on cover of the book, whether printed on single side or on both the sides.
- vi) There should be no variation in any shades throughout the workbook.
- vii) The printer shall have to carry out the composing & corrections, if directed, at his own cost.

6. Binding Quality

- a) The folding of forms should be done in such a manner that the folio numbers on even pages (given either on top or at bottom of the page) fall exactly on the page having odd numbers on the other side.
- b) Before folding the forms it should be ensured that no such form is folded which is torn or has spots, scum and or is not perfect in printing.
- c) While gathering the forms it should be ensured that only one form from each pile of forms, (arranged in sequence) is lifted/gathered, so that no double or extra form of the same number is found in the book or no form is found missing in sequence.
- d) After gathering the sets of forms of the book it should be pressed properly to form a firm crease and get compact to facilitate the binding.
- e) The books to be section sewing and length to hold all the Sections of the book firmly.
- f) The two staples in the centrally stitched books should be done exactly on the folds of the cover and folded forms leaving equal space at the head and tail side of the book after trimming.
- g) The glue used should be weather resistant, firm binder of all the leaves of the book with cover and flexible to bear the frequent and flat opening of the book.
- h) No leaf or the cover of the book should come out while flat opening of the book or turning over the cover. The glue should not crack in any case.
- i) All the three sides of the books, to its full thickness should be trimmed smoothly at right angle. Each book should be trimmed in the exact size pursuant to Section-V of Technical Specification

7. Delivery and Documents

- 7.1 Delivery at the destination points should be strictly finished **within 30 days from date of final approval of dummy Shikshak Sandarshika**. The terms specified by the BSTBPC Ltd. in the Award of Contract should be strictly adhered to the Printer.
- 7.2 Time is the essence of this contract. The time period has to be strictly followed by the bidder at any cost. No negligence shall be shown on the ground of delay at any cost.

8. Payment

- 8.1 District wise Invoice (Minimum 19 completed districts) will have to be raised. The invoice can be raised only after satisfactory completion of whole of the assignment in total districts as mentioned above.
- 8.2 90% of the payment will be made within 15 days of the receipt of the invoice along with challans and confirmation of supplied items by concerned location, while balance 10% of the payment will be made after receipt of quality testing report of delivered Shikshak Sandarshika from Central Pulp and Paper Research Institute, Saharanpur, UP or any other Govt. paper testing laboratory after necessary verifications & deducting penalties (if any).
- 8.3 The Printer's request for payment shall be made to the Managing Director, BSTBPC Ltd. in writing, accompanied by item wise invoice describing, as appropriate, Shikshak Sandarshika delivered and the delivery performed at the concerned District in Bihar i.e. receipted challans and documents, submitted, and upon fulfillment of other obligations stipulated in the contract.
- 8.4 Mandatory deduction as applicable for T.D.S. and all taxes besides other penal deductions if any imposed shall be recovered from the bills under the contract.
- 8.5 Payment shall be made in Indian Rupees.

9. Prices:

Prices charged by the Printer for the aforesaid work under the Contract shall not vary from the prices quoted by the Printer in its Bid. The book pages may increase or decrease upto thirty percent, the proportionate payment shall be made. The price quoted by the bidders should be exclusive of GST. However the GST as per applicable rate in line with Gol circular shall be reimbursed to the printer(s) upon production of documentary evidence.

10. Assignment/Job sharing:

- I. The Printer shall not assign, any part of its obligations to print books under the Contract to any other printer. Sub letting of work is strictly disallowed. In case under force majeure condition or any other mis-happening conditions, part of its obligation to print book is being assigned to any other printer's then a prior written permission required from the BSTBPC Ltd. will be essential. Failing to do so will attract legal and penal action against the printer. This shall not relieve the bidder from any liability or obligation under the contract.
- II. Hiring of other printing premises post award of this contract (apart from owned printing facility) for execution of this job is strictly disallowed.

11. Penalty For delays:

11.1 Timely distribution/availability of Shikshak Sandarshika is mandatory. A penalty would be imposed for delayed supply. In case of extension in the delivery period with Liquidated Damages, the recovery shall be made on the basis of following percentage of deduction from the amount of the book of Shikshak Sandarshika Class-III which the Bidder has failed to supply within scheduled delivery period,

| | |
|--|--|
| (i) Delay up to one week from the prescribed delivery period. | NIL |
| (ii) Delay from 8 th day to 21 st day of the prescribed delivery period. | @ 0.25% per day of total contract value |
| (iii) Delay from 22 nd day onwards | @ 0.5% per day per day of total contract value |

D

11.2 However the maximum penalty that can be imposed for delay in delivery will be restricted to 10% of the total work order value. If penalty reaches to 10% then the contract may be terminated apart from forfeiture of performance guarantee and other penal actions like debar/blacklisting may also be initiated.

11.3 On just and sufficient reason, the MD BSTBPC may either waive or reduce the above penalties and also extend the delivery period.

11.4 The Bidder's who failed to supply books (without valid reason) within the due date of delivery as decided at the time of award, the delay beyond 22(twenty Two) days shall be under purview of debar action for participation in future tenders of BSTBPC Ltd. The bidder may also be blacklisted and the information regarding blacklisting shall also be communicated to other such Governments Agencies as BSTBPC Ltd. may deem fit.

11.5 **PENALTY FOR QUALITY DEVIATIONS (NEGATIVE) BEYOND TOLERANCE LIMITS:**

Penalty for deviation in the quality of Text Paper.

| Sl. No | Property | Specification | Penalty |
|--------|--------------------|-------------------------|--|
| 1 | Substance (In GSM) | 80 GSM | Beyond tolerance limit as per BIS, For a reduction of every 1 GSM in paper, a penalty @ 1% of the contract value shall apply upto maximum of 3% of contract value. If the GSM value is found below 77 GSM then contract termination shall be initiated and the bidder shall be required to reverse all stock of books and no payment shall be made against any bill. |
| 3 | Brightness (In %) | 82 % minimum for 70 GSM | Beyond tolerance limit as per BIS, Reduction beyond 80% for 80GSM paper brightness, 1% of the contract value shall be deducted. If the brightness value is found below 79% for 80 GSM paper then contract termination shall be initiated and the bidder shall be required to reverse all stock of books and no payment shall be made against any bill. |
| 4 | Opacity | 85 Minimum | Reduction beyond tolerance limit as per BIS, 1% of the contract value shall be deducted. |
| 5 | Smoothness | Max 300 | For each 5 units negative deviation 1% of the contract value to be deducted to maximum of 10 units. |

Penalty for deviation in 250 GSM Art Board of Cover paper

| Sl.No | Property | Specification | Penalty percentage on total order value |
|-------|-----------|----------------------|---|
| 1 | Gloss | 75% Minimum | 1 % of the contract value against each 5 unit reduction up to 10 units i.e upto minimum 65% gloss. |
| 4 | Substance | 250 GSM +/- 2.5% GSM | For every 1% reduction in the GSM excluding tolerance provided, a penalty @ 1% of the contract value shall apply upto maximum of 3% of contract value. If the GSM value is found below 240 GSM then contract termination shall be initiated and the bidder shall be required to reverse all stock of books and no payment shall be made against any bill. |

Penalty for deviation in Printing Quality

| Sl.No | Defect | Penalty |
|-------|--|----------------------------|
| 1 | Miss registration with readability and understandable pictures | 0.5% of the contract value |

| | | |
|---|---|------------------------------|
| 2 | Inking, Legibility, Offsetting, smudging, tilting, scumming, slur, ragged printing, non uniformity in ink | 0.5% of the value of the lot |
|---|---|------------------------------|

Penalty for deviation in Size of the book:

| Sl.No | Defect | Penalty |
|-------|--|--|
| 1 | The required book size is 21.0 x 27.5 cms. Any change in the size reduction will be quantified into the reduction in total weight of the paper and the penalty will be charged accordingly. The maximum acceptable change is 3 mm. only. Books which are beyond this limit will be categorically rejected. | Recover the cost of paper; Excess trimmed @ Rs. 140,000/- (Rupees One Lac Forty thousand only) per metric tonne. |

Note:

1. Any deviation over and above the tolerance limits is highly discouraged. However, under inevitable circumstances if the books are accepted with the deviations at the discretion of the BSTBPC Ltd, the above penalties will be levied.
2. Apart from such levies the BSTBPC Ltd. may also consider to blacklist such suppliers.
3. The BSTBPC Ltd. is the final authority to assess the deviations and their extent.

12. Packing

- 12.1 The Printer shall provide such packing to prevent their loss or pilferage or damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, humidity, moisture and precipitation during transit and open storage. Packing size and weights shall take into consideration, where appropriate, the remoteness of final destination of Shikshak Sandarshika and the absence of heavy handling facilities at all points in transit.
- 12.2 **Packing Instructions:** The printer would be required to make set of Shikshak Sandarshika in 50 pieces books per bundle with top & Bottom Plain paper cross strapping (9 mm) by strapping machine

13. Termination for Default

- 13.1 The BSTBPC Ltd. may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Printer, terminate the Contract in whole or part terminate the contract of remaining work/ supply and may award the contract to any eligible Printer/Printers:
 - (a) If the Printer fails to perform any other obligation(s) under the Contract.
 - (b) If the Printer, in the Judgment of the BSTBPC Ltd. has engaged in corrupt or fraudulent practices as defined in clause 15 of Section-II in competing for or in executing the Contract.
 - (c) If the bidder fails to perform the contract within 10 days from execution of agreement, BSTBPC shall have the right to terminate/modify the order and re-allocate the work/balance work to other successful bidder(s) at approved L-1 rate.

- (75)
- 13.2 In the event the BSTBPC Ltd. terminates the Contract in whole or in part, pursuant to GCC **Clause 9**, the BSTBPC Ltd. may or may not release the performance security, wholly or partially, upon such terms and in such manner as it deems appropriate and the Printer shall be liable to the BSTBPC Ltd. for acceptance of any such decision of the BSTBPC Ltd.

14. Termination for Insolvency

- 14.1 If the agency becomes bankrupt or otherwise insolvent, it will inform to the BSTBPC Ltd with the 30 days written notice to terminate the contract. The BSTBPC Ltd reserves the right to terminate, without any compensation, whatsoever, to the agency, and BSTBPC Ltd may forfeit the performance security.

15. Termination by Mutual Consent.

- 15.1 In the event the BSTBPC Ltd & agency mutually agrees reasonably to terminate the contract, either party shall give 30 days written notice to the other party and after the consent of both parties agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

16. Settlement of Disputes

- 16.1 In case of disputes of difference arising between the BSTBPC Ltd. and Bidder relating to any matter arising out of or connected with this agreement or contract, such disputes or difference shall be first resolved through mutual consent. However, if the dispute still persists to remain unsolved then it will be entertained, heard and finalized as per the provision of the Arbitration and Conciliation act, 1996.
- 16.2 The decision of the arbitrator shall be final and binding upon both the parties.
- 16.3 In All the disputes relating to the Bid will be subject to Patna jurisdiction.

17. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and local State laws. **All the disputes relating to the bid will be subject to Patna jurisdiction.**

18. Taxes and Duties

Printer shall be entirely responsible for payment of all taxes excluding Goods & Services Tax (GST), duties, license fees, octroi, e-way bill, insurance etc., incurred until delivery to the destination-points (Concerned Districts in the State).

SPECIAL CONDITIONS OF CONTRACT (SCC)

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.

1. Performance Security

- (i) Within 3 (three) days from the date of receipt for Notification of Award to the printers, the Printer shall furnish Performance Security in the form of Bank Guarantee or Demand Draft from a nationalized /scheduled bank to the BSTBPC Ltd. for an amount of 5% (Five percent) of the contract value, valid up to 3 (three) months from the date of signing of the contract agreement.
- (ii) Submission of forged Bank Guarantee shall lead to institution of Criminal Case as well as cancellation of contract and forfeit of the bid Security as well as blacklisted.

2. Inspection

The following inspection procedures are required by the BSTBPC Ltd.:

Sample of paper-

- (i) For paper of Shikshak Sandarshika, it should be Text 80 GSM Maplitho Virgin paper conforming to BIS 1848:2018 with latest amendments.
- (ii) For cover it should be 250 GSM Art Board conforming to BIS specifications 4658:2019 with latest amendments.
- (iii) The printer will intimate the BSTBPC Ltd before starting of printing. The samples of paper will be taken at the beginning and during the printing process for sending the same for testing by the BSTBPC Ltd.
- (iv) Further, for testing of printed books the sample will be randomly collected once, if the supply is completed for a District and for each completed District book set there will be one test for randomly selected sample.
- (v) The samples will be lifted in the presence of printer or his authorized representative (if the printer desires).

3. Printing Job Allocation

- I. As mentioned in Clause 3.14 of eligibility criteria that the Bidder should furnish data to support the printing capacity per day or per year to perform the contract and complete the supplies within the stipulated delivery period and Work in hand (as on date) of other organization with name on firm letter head. The declared printing capacity (Finished Goods) of the printer shall be verified by the corporation before completion of technical evaluation.

73

SECTION-V

TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENTS

Following are the requirements as per the need of Printing of Shikshak Sandarshika and delivering at all the 38 District Head Quarters of Bihar.

| Sl. No | Name of work | Finish Size of Book | Total No. of pages Text + cover in each book | Paper Specifications | Binding | Text Four colour & Cover four colour both side with Lamination | Total No. of Sandarshika Books |
|--------|----------------------|--------------------------|--|--|-------------------------------------|--|--------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | Shikshak Sandarshika | A/4 Size (21.0x 27.5 cm) | Text 267 pages + cover 4 pages | Text 80 GSM Maplitho Virgin paper & Cover 250 GSM Indian Art Board | Section Sewing with Perfect Binding | Text 4 col. & Cover 4 Col. with Lamination (10 micron) | 146644 |

Paper Specifications:

| Sl. No | Specifications | Text Paper For 80 GSM Maplitho Virgin paper | Cover Paper For 250 GSM Art Board |
|--------|------------------------------------|---|-----------------------------------|
| 1 | Paper Grammage | 80 GSM | 250 GSM |
| 2 | Tensile Index Nm/g(Min.) | CD-20, MD-30 | - |
| 3 | Brightness percent (Min.) | 82 | 80 |
| 4 | Opacity percent (Min.) | 85 | 80 |
| 5 | 1 minute Cobb test (Max.) Average | 25 | 25 |
| 6 | Double Fold (Min.) | CD - 10, MD - 15 | CD - 10, MD - 15 |
| 7 | Wax Pick | No pick on 10 A | Min. 8A |
| 8 | Smoothness (Bendtsen) ml/mm (Max.) | 300 | 75 |
| 9 | Tear Index mN. m2/g (Min.) | CD-4.0, MD-3.5 | CD-5.0, MD-4.0 |
| 10 | Gloss Percent (Min.) | - | 45 (Glazed side only) |

Specifications for Printing and Supply of Shikshak Sandarshika.

| | | |
|---|--------------------------|--|
| 1 | Ink colour / CD's | Good quality of four colour inks to be used. The BSTBPC Ltd. will provide Soft copy/CD's of Shikshak Sandarshika as provided by BEP. The printer shall have to carry out the composing / corrections, if directed, in the printing material at his own cost. |
| 2 | Type of printing process | 4 colour sheet fed offset machine. |
| 3 | Printing Plates | The Printer shall use only good quality CTP. The plate making shall be done by CTP/CTCP method. |
| 4 | Inspection | Inspection procedure is indicated in special conditions of contract. |
| 5 | Delivery | Supply of Printing of Shikshak Sandarshika and delivering at all the 38 District Head Quarters of Bihar within the prescribed time limit as mentioned in the bid. |

Very Important Notes:

- The printer will submit five full sheets of the paper sample of Text paper 80 GSM Maplitho Virgin paper & 250 GSM Indian Art Board of any one or more Indian paper mills sample for each after opening of financial bid.

- (72)
2. The printer will submit photocopy of supply orders of paper issued to paper mill/s and copy of delivery challans & e-way bills issued for supply of paper.
 3. For this purpose where considered necessary, samples of papers may be drawn and sent to Government Laboratory for carrying out the tests to confirm its adherence to the laid down specification. Laboratory testing charge will be borne by the Bidders.
 4. Before making the final payment BSTBPC Ltd. may also seek confirmation from the concerned paper mill by sending these samples, other samples drawn during work in progress and the finished goods so as to ensure the correct and prescribed use of Text and Cover Paper by the printer.
 5. The printer would ensure that the paper of specified quality and quantity will be procured in due time. The printer will have to use paper from one mill only as approved during the tender process to print the books. If at any stage it is detected by or it comes to the notice of BSTBPC Ltd that a printer has used paper from any mill other than as mentioned in the award of contract, the contract would be rejected and performance security would be forfeited.
 6. No printer in any case will use the text and cover paper of any other mill/s other than the mill/s whose sample, name and address were submitted by the bidder otherwise a very serious view by treating the matter under fraudulent practices will be taken.
 7. The trimmed size of the Printing of Shikshak Sandarshika should be exactly as per specification in print order. If the Printing of Shikshak Sandarshika printed are trimmed to sizes smaller than the prescribed size, the BSTBPC Ltd. shall recover the cost of paper; Excess trimmed @ Rs. 140,000/- (Rupees One Lac Forty thousand only) per metric tonne.
 8. Bihar State Text Book Publishing Corporation Ltd. will provide to the Bidder CDs/softcopy or Manuscript of aforesaid documents. After completion of the job, the Bidders will have to return the CDs/softcopy to Bihar State Text Book Publishing Corporation Ltd, Patna.
 9. Bihar State Text Book Publishing Corporation Ltd. will provide to the Bidder CDs/softcopy or Manuscript/Design of aforesaid documents. After completion of the job, the Bidders will have to return the CDs/softcopy to Bihar State Text Book Publishing Corporation Ltd, Patna.

District-wise Requirement of Shikshak Sandarshika

| Schedule of Requirement for "Shikshak Sandarshika book (A/4 size) | | |
|---|----------------|--------------|
| Sl. No. | District Name | Nos of Books |
| 1 | Araria | 4845 |
| 2 | Arwal | 1058 |
| 3 | Aurangabad | 2822 |
| 4 | Banka | 2901 |
| 5 | Begusarai | 4153 |
| 6 | Bhagalpur | 3794 |
| 7 | Bhojpur | 4256 |
| 8 | Buxar | 2330 |
| 9 | Darbhanga | 5613 |
| 10 | East Champaran | 7634 |
| 11 | Gaya | 5796 |
| 12 | Gopalganj | 4592 |

(71)

| | | |
|------------------------------|----------------|---------------|
| 13 | Jamui | 2532 |
| 14 | Jehanabad | 1934 |
| 15 | Kaimur | 2041 |
| 16 | Katihar | 5169 |
| 17 | Khagaria | 1987 |
| 18 | Kishanganj | 2392 |
| 19 | Lakhisarai | 1598 |
| 20 | Madhepura | 2553 |
| 21 | Madhubani | 7609 |
| 22 | Munger | 1676 |
| 23 | Muzaffarpur | 5708 |
| 24 | Nalanda | 4874 |
| 25 | Nawada | 4032 |
| 26 | Patna | 5970 |
| 27 | Purnia | 4336 |
| 28 | Rohtas | 4118 |
| 29 | Saharsa | 3035 |
| 30 | Samastipur | 5615 |
| 31 | Saran | 5358 |
| 32 | Sheikhpura | 794 |
| 33 | Sheohar | 739 |
| 34 | Sitamarhi | 3539 |
| 35 | Siwan | 5374 |
| 36 | Supaul | 4004 |
| 37 | Vaishali | 4005 |
| 38 | West Champaran | 5958 |
| Total of 38 districts | | 146644 |

SECTION - VI:

TECHNICAL BID INFORMATION

FORM "A"

120

The Bidder has to go through the Eligibility Criteria (**Section-II**) and other requirements mentioned in the bid documents and it is the Bidder's responsibility to provide all the information mentioned in the Proforma given below and any other information which is compulsory and required to be completed by the Bidder mentioned in any other section of the bid documents duly scanned and uploaded in the sequential manner. All fields are mandatory. **Failing to meet any of the under mentioned criteria will result in disqualification of the bidder for financial round of evaluation**

| S.N. | Particulars | Document uploaded online |
|------|---|--------------------------|
| 1 | Whether the EMD of Rs. 3,00,000/- or Copy of valid "UDYAM registration certificate" if Micro or Small scale units located in Bihar seeking EMD payment exemption attached. Please mention DD or UDYAM Details) Please refer to Clause B1 of Section II: Eligibility criteria. | |
| 2 | The cost of Bid Document Rs.11800/- copy of online receipt attached and Tender Fee Rs. 590/- online submitted (Please refer clause B2 of Eligibility Criteria) | |
| 3 | Legal status, Place and date of Registration and principal place of business of the company or firm or association in line with clause B3 of Eligibility Criteria. | |
| 4 | Self attested copies of The bidder must have minimum average total annual turnover of Rs. 50.00 (Fifty Lakhs) during last Five financial years i.e. (FY 2017-18 to 2021-22) related to printing work. Please refer to Clause B4 of Section II: Eligibility criteria. | |
| 5 | Self attested scanned copies for (i) PAN Card, (ii) income tax returns acknowledgment of three assessment years (AY 2020-21,2021-22 & 2022-23) are to be submitted. Please refer to Clause B5 of Section II: Eligibility criteria. | |
| 6 | Whether the copy of GST Registration Certificate and also the copy of GSTR-3B Return submitted. Please refer to Clause B6 of Section II: Eligibility criteria. | |
| 7 | Self Attested copies showing The bidder should have the experience of printing and supply of 75000 books(Minimum 100 Text pages) to the Government (Central or State) Sector/ Semi-Government/ Public Sector Unit (PSU)/Private Institutions during the last 07 financial years i.e. FY 2015-16 to 2021-22. Please refer to Clause B7 of Section II: Eligibility criteria | |
| 8 | Self attested copies of valid of ISO:9001 or higher Please refer to Clause B8 of Section II: Eligibility criteria. | |
| 9 | Self attested copies of valid factory Licence Registration to run the press of all the premises where the machineries etc. issued before the date of publication of this tender by Labour Department, Govt. of Bihar. Please refer to Clause B9 of Section II: Eligibility criteria. | |
| 10 | Whether the copy of Electric bills or other power connection evidence Submitted. Please refer to Clause B10 of Section II: Eligibility criteria. | |
| 11 | Whether scanned copies of Authorization letter to sign/attend the bidding (Section-XII). Please refer to Clause B11 of Section II: Eligibility criteria. | |
| 12 | Whether the copy of rent agreement /proof of ownership of land for 3000 sqft area along with photograph submitted. Please refer to Clause B12 of Section II: Eligibility criteria. | |
| 13 | Whether stamped Scanned copy of Affidavit / Declaration by the Bidder (Section-XI) sworn before Public Notary/Executive Magistrate after the date | |

69

| | | |
|----|--|--|
| | of publication of this tender is attached. Please refer to Clause B13 of Section II: Eligibility criteria. | |
| 14 | The Bidder should furnish data to support the printing capacity per day or per year to perform the contract and complete the supplies within the stipulated delivery period and Work in hand (as on date) of other organization with name. The declared printing capacity (Finished Goods) of the printer shall be verified by the corporation before completion of technical evaluation. Please refer to Clause B14 of Section II: Eligibility criteria. | |
| 15 | The bidder must have the pre press, press and post press facilities available in their Printing press..... Please refer section B15 of section-II: Eligibility Criteria | |
| 16 | Please refer section B16 of section-II: Eligibility Criteria | BSTBPC shall get this data from CSCP portal. |

Signature of the authorized signatory
Full name & address of the Bidder

68

SECTION-VII

BID FORM

From

Date:2023.

M/s.....
.....
.....

To:

The Managing Director,
Bihar State Text Book Publishing Corporation Ltd.,
Pathya Pustak Bhawan, Budha Marg,
Patna-800 001

Subject: Printing (With Paper), Binding and Supply of Shikshak Sandarshika and delivery at all the 38 district head quarters within State of Bihar.

Dear Sir,

I/We.....

.....am/are submitting herewith my/our bid for Printing (With Paper), Binding and Supply of Shikshak Sandarshika and delivering at the all 38 District Head Quarters of Bihar. My/Our rates are quoted in the Price Bid Form which is part of Financial Bid.

1. I/We have carefully read the conditions laid down for the bid and the contract and in case my /ours rates are approved and work is allotted to me/us, I/We hereby agree to abide by all of them. The conditions attached to the Bid form have been signed by me/us in token of their acceptance.
2. I/We hereby also agree to carry out faithfully, all other instructions from you which are not contrary to any of the terms and conditions of the contract, or which do not put me/us to any additional financial burden beyond what is implied by the terms of the contract.
3. I/We hereby solemnly declare that the information given by me/us in this letter and in the enclosures to the tender form is correct, and in case any information given by me/us is found to be incorrect, the Managing Director, Bihar State Text Book Publishing Corporation Ltd, Patna will have the right to forfeit the Bid Security deposited with my/our Bid herewith.

Yours faithfully,

(Signature of Proprietor /Partner /
Director with Rubber Seal of the
Firm/Company

Handwritten signature and stamp at the bottom right.

CONTRACT / AGREEMENT FORM

THIS AGREEMENT made theday of....., 2023 between Bihar State Text Book Publishing Corporation Limited, Pathya Pustak Bhawan, Budha Marg, Patna-800 001 (hereinafter "the Corporation ") of the one part and (Name of Printer) of (City of Printer) (hereinafter called "the Printer") of the other part.

WHEREAS the Corporation is desirous that certain services viz., (Brief Description of Services) and has accepted a bid by the Printer for the supply of Books and services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

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 the 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) N.I.T, bid document, Corrigendum, Addendum will be treated as part of the agreement.
 - (b) the Bid Form and the Proforma for Price bid submitted by the Bidder;
 - (c) the Description of works
 - (d) the Terms & Conditions of Contract;
 - (e) the Corporation's Notification of Award.
3. In consideration of the payments to be made by the Corporation to the Printer as hereinafter mentioned, the Printer hereby covenants with the Corporation to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Corporation hereby covenants to pay the Printer in consideration of the provision of the goods and services 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 work and services which shall be supplied / provided by the Printer are as under:

| SL. NO | BRIEF DESCRIPTION OF SERVICES | QUANTITY TO BE SUPPLIED | No. OF BOOKS | PER BOOK PRICE | TOTAL CONTRACT PRICE | DELIVERY TERMS |
|--------|-------------------------------|-------------------------|--------------|----------------|----------------------|----------------|
| | | | | | | |

TOTAL VALUE:

DELIVERY SCHEDULE:

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 Corporation)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Printer)

in the presence of:.....

65

SECTION -IX :

PERFORMANCE SECURITY FORM

To:
Managing Director
The Bihar State Text Book Publishing Corporation Ltd.,
Pathya Pustak Bhawan,
Budha Marg,
Patna-1.

WHEREAS (Name of Printer)
hereinafter called "the Printer" has undertaken, in pursuance of Contract No.....
dated,.....2023 for Printing, Binding & Supply
of.....(Description of Books and Binding)
hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Printer shall furnish you
with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance
with the Printer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Printer a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Printer, up to a total of (Amount of the Guarantee in
Words and Figures) and we undertake to pay you, upon your first written demand declaring the Printer
to be in default under the Contract and without cavil or argument, any sum or sums within the limit of
..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....2023

Signature and Seal of Guarantors

Date.....2023

Address:

64

SECTION - X:

PROFORMA OF CHALLAN
(SHALL BE REQUIRED AT THE TIME OF BILLING)

(Name and address of the Bidder)

Challans no:
Date:
Name & Address.....
.....

Work order No:.....

| Sl. No. | Name of the items ordered | No. of Books received | Date of Receiving | Remarks |
|---------|---------------------------|-----------------------|-------------------|---------|
| | | | | |

Note:
Challans will be printed in A4 Size only for maintaining the uniformity.

Signature of:
Representative of Supplier
Full Name.....
Date.....
Mobile No:.....

Signature & stamp of:
Representative of D.E.O.
Full Name.....
Date.....
Mobile No:.....

[Handwritten signature and stamp]

Affidavit
DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Partner(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 1000)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s)/members/ firm are not blacklisted/debarred/convicted by any court of law for any criminal or civil offences/declared ineligible by BSTBPC Ltd or any other entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this.....Day of. , 2023

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:

22

SECTION - XII

AUTHORISATION LETTER
(Not Mandatory in case the proprietor signs himself)

Certified that I/We.....
proprietor/director/partner of
M/s.....Address.....
.....
..... hereby authorize..... Shri.
....., Designation.....to sign the tender
documents on my / own behalf.

**Name & signature of the authorized signatory of the
Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date

[Handwritten signature and stamp]

(61)

SECTION - XIII

AFFIDAVIT

I/We..... proprietor / director/ partner of

M/s..... Address.....

.....do hereby certify that I have filed the latest return of GSTR 3B for the month of _____ 2023 and also the annual return for the FY 2021-22.

Further I/We Declare as follows:-

1. That No Amount of tax is due for payment, either of State or Central Government, with relate to service or goods supplied by me/us to the Bihar State Text Book Publishing Corporation at any point of time under the provisions of VAT Act/ Service Tax rules/ GST Act.
2. That If any liability occurs to me/us with respect to the provisions of VAT Act/ Service Tax rules/ GST Act. read with rules made there under, Notifications/ Circulars/ Orders etc. issued by the concerned department from time to time, shall be paid by me/us in accordance with provisions of VAT Act/ Service Tax rules/ GST Act/Rules/ Notifications/ Circulars/ Orders etc.
3. That Subject to Terms & Conditions of tender document, no amount of any indirect tax i.e. arising from VAT Act/ Service Tax rules/ GST Act shall be claimed or raised demand by me/us from the Bihar State Text Book Publishing Corporation relating to work executed to the Corporation by me/us pursuant to any previous tenders/work orders.
4. That Subject to Terms & Conditions of tender document, I/We shall not pursue any claim or raise any demand relating to indirect tax i.e. VAT Act/ Service Tax rules/ GST Act from the Bihar State Text Book Publishing Corporation, before any Authority/ Tribunal/ Court in India in regard to work executed in relation with previous tenders/work orders issued by the Corporation time to time, for which Invoice(s)/ Tax Invoice(s) have been submitted to the Corporation and payment received there from either in full or Part.
5. That I/We have read the contents of this declaration and fully understood the same.

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date



60

SECTION - XIV

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

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

and certify the following :-

| Sl. No | Particulars | Rs. In lakhs | | | |
|--------|--|--------------|-------|------|----------------------|
| | | FY 01 | FY 02 | FY03 | Average of 3 FY yrs. |
| 1. | Annual Turnover related to printing works. | | | | |
| 2. | Net Worth | | | | |

Signature and Seal of Statutory Auditor

Name Membership No

Address

UDIN No. & Date

Instructions:

For the purpose of this Certification:

1. Bidders shall be required to refer clause-B4 of Eligibility Criteria Section-II.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. A certificate from the Statutory Auditor should be provided as supporting document certifying the Qualification Statement submitted by the Bidder.
5. For the purpose of this Tender document, Net Worth shall mean: Net Worth = Assets - Liabilities.
6. 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.
7. Turnover and net worth of the bidder shall be certified by his statutory auditor who should mention his name, address and membership number and UDIN number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the tax authority.

विद्युत विभाग
नया दिल्ली

DECLARATION FOR PRINTING FACILITY

(Affidavit on on Non – judicial stamp paper of Rs.1000/- attested by notary public)

(Please refer Clause-B15 of Eligibility Criteria, Section-II)

I, M/s(the name and addresses of the registered office) hereby certify and confirm that we have the required facilities available in our Printing press located at, (address of the Printing press of all units)with the facility of Pre-Press, Press and Post-Press related modern printing provisions:


ESSENTIAL CRITERIA

| Sl. No | Machines/equipment/Premises | Number of Owned Machines | | Company name | Year of make |
|-------------------------|--|--------------------------|-----------------------|--------------|--------------|
| | | As per RFP | Available with Bidder | | |
| 1. | One Desktop processor (Core i5 & above) along with A-4 size colour inkjet/ laser printer with latest version of licensed software used in designing. | 1 | | | |
| 2. | One Computer-to-Plate (CTP) or Computer-to-Conventional-Plate (CTCP) machine with processor(Owned or 3 rd party) | 1 (Owned Or Rented) | | | |
| 3. | One Four Colour or more colours Sheet fed Offset Printing Machine 19"x25" or bigger size. | 1 | | | |
| 4. | Folding Machine | 1 | | | |
| 5. | Section Sewing Machine | 1 | | | |
| 6. | Lamination Machine. | 1 | | | |
| 7. | Perfect Binding Machine | 1 | | | |
| 8. | Strapping Machine. | 1 | | | |
| 9. | Cutting machine | 1 | | | |
| Premises Details | | | | | |
| 1 | Built up area of the premises | As per RFP | Available with Bidder | | |
| 1a | Total owned built up area | 3000 sqft | | | |
| 1b | Total leased built up area (Attach self attested copy of lease agreement) | | | | |

We further confirm that we are aware that, our application for the captioned project would be liable for rejection in case it is found not having the aforementioned specification during the time of physical inspection of the Printing Press by the technical evaluation committee of Bihar State Textbook Publishing Corporation Limited, Patna (BSTBPC Ltd). Further, we understand that during the currency of the contract, the BSTBPC Ltd shall have the right to undertake random inspection of the facility and if found ineligible then contract stands cancelled and amount paid till date shall be forfeited without further intimation.

Name of the Bidder/agency:

Signature of the Authorized Person:


.....

58

Name of the Authorized Person:

Designation of the Authorized Person:

SECTION - XVI

PERFORMANCE STATEMENT

Performa for Performance Statement (for a period of preceding seven years)

(Please refer clause-B7 of Eligibility Criteria, Section-II of RFP)

Name of the Firm

Financial Year

| Order placed by (Full address of Purchaser) | Order No. & Date | Description & quantity of printing ordered | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any | Has the supply been satisfactory? (Attach a certificate from the Purchaser /consignee) |
|---|------------------|--|----------------|--------------------------------|--------|--|--|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Signature and seal of the Bidder

[Handwritten signature and stamp]

52

CERTIFICATE REGARDING CAPACITY OF PRINTING IN TERMS OF REAMS/WEIGHT
SECTION - XVIII

Certified that I/We can print following quantity of paper with in the premises of our press in terms of ream/ weight in different sizes/colours with in 30 days.

A. Machine Web offset

- i) Total Capacity FC ColourReams weight in metric ton on Web Offset printing Machine size 578 mm cut off, reel width of 830 mm or more, with quarter folder.
 - a) Available No. of machines.....
 - b) Printing Capacity offormat impression per hour
- ii) Work in hand (as on date) FC ColourReams weight in metric ton on Web Offset printing Machine size 578 mm cut off, reel width of 830 mm or more, with quarter folder, Available No. of machines

B. Machine Sheetfed offset

- i) Total Capacity FC ColourReams weight in metric ton on Sheet Fed Offset printing Machine size 19"X25" or more.
 - a) Available No. of machines.....
 - b) Printing Capacity offormat impression per hour
- ii) Work in hand (as on date) FC ColourReams weight in metric ton on Sheet Fed Offset printing Machine size 19"X25" or more.

Place :
Date :

**Name & signature of the authorized signatory of the Firm
(Partner/ Director/ Proprietor).
With rubber stamp**

Tender No: BSTBPC / E-Tender/ Shikshak Sandarshika/2023 /1282 Dated 20/05/2023

PROFORMA FOR PRICE BID (PART OF FINANCIAL BID)
Please refer Clause-3.4, Section-II of bid document.

Printing of Shikshak Sandarshika and delivering at all the 38 District Head Quarters of Bihar (With paper)

| | |
|-----------------------|--|
| Name of the Bidder | |
| Address of the Bidder | |

| Sl. No. | Name of printing work | Size of book/No. of pages Text & cover in each book | Type of stitching | Rate per books (in figure) Rs. | Rate per book (in Word) Rs. |
|---------------------------------------|-----------------------|---|--|--------------------------------|-----------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| Shikshak Sandarshika Class-III | | | | | |
| 1 | Shikshak Sandarshika | A-4 Size/ 267-4 | Section sewing with Perfect Binding and cover lamination | | |

Note:-

- Bidder must quote rate for per book. The rate shall be inclusive of the printing, packaging, transportation and delivery at the respective district headquarters.
- In case any difference/confusion in the rate quoted and written 'in figures' and 'in words', the rate quoted and written 'in words' shall prevail.
- It is again clarified that the bidder shall not be paid anything extra other than the rate quoted above in column 5 & 6 for storage, packaging, transportation, loading/unloading, delivery etc. Please refer clause-3.4, Section-II.

SECTION - XIX

(Consent Letter from the Associated CTP Unit)

(To be provided on Associated CTP/CTCP Unit's Company Letterhead)

*This Annexure is Compulsory only for Associated CTP/CTCP unit. Please refer Clause 3.15 of Eligibility Criteria, Section-II.

To,

M/s. _____ (Name & Address of the Bidder)

Subject :Consent Letter for allowing usage of CTP/CTCP Unit for Plate making Facilities owned by M/s (Associated CTP/CTCP Unit Firm Name)

Dear Sir,

I the undersigned provide my consent for utilizing the CTP/CTCP unit at my premises situated at (Address of Associated CTP/CTCP Unit) for the purpose of Chahk work book Plate making being done under the BSTBPC vide tender notice _____, dt. _____/2023. We have also provided details of the Original Software's required for CTP/CTCP Plate making. We hereby commit that we will prioritize the work of plate making with required accuracy for M/s.....(Name of the Bidder). We also assured that the software's to be used for plate making are original & legally owned by us. We would further like to state that all the information provided below is true and we shall provide the required access to the BSTBPC Ltd. officials for any inspection purposes at any time during the period of contract validity.

A. CTP Unit Details:

| Sr. No. | Particulars | Response |
|---------|--|----------|
| 1. | Name of the CTP/CTCP Unit(Company Name) | |
| 2. | Names of Proprietor/Partner/Director | |
| 3. | Address of the CTP/CTCP Unit | |
| 4. | Contact Details of the CTP/CTCP Unit | |
| 5. | Distance of CTP/CTCP Unit from Printing Location (In Meters) | |
| 6. | Experience in CTP/CTCP Plate making | |

B. Details of CTP Machine

| No | Type of Machine (Thermal/Violet/Other) | Make | Size |
|----|---|------|------|
| 1. | | | |
| 2. | | | |

Place:

Date:

Signature of Company Representative

Name and Designation along with Seal