



BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.

EXPRESSION OF INTEREST

**EOI for Empanelment of printers for Printing of Various
Material**

Issued by: -

Managing Director

Bihar State Text Book Publishing Corporation Ltd

Pathya Pustak Bhawan, Budh Marg, Patna - 800 001

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SECTION - I:

INVITATION FOR BIDS (IFB)
E-Procurement Notice

Bihar State Text Book Publishing Corporation Ltd. Invites expression of interest from all reputed Printers of Bihar and outside Bihar for empanelment in BSTBPCL for various printing works. Bidding process will be conducted as per terms & conditions laid down in this Bid Document. Provisions of the Bihar Financial (Amendment) Rules, 2024 and Bihar Purchase Preference Policy, 2024 and amendment from time to time shall apply.

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

1	Name of the work	Empanelment of Printers for various printing job works under BSTBPCL
2	Tender Notice No	BSTBPC/EOI/Empanelment/2026/486 dated. 15/05/2026
3	Tender Fee/EMD	1) Tender Document Fee (Non-Refundable): Rs 11,800/- (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.
4	Online publication of bid document	15/05/2026, 16:00 Hrs
5	Last Date and time for Submission of bid.	05/06/2026, 15:00 Hrs in online mode.
6	Opening of Technical Bids	05/06/2026, 15:30 Hrs in online mode.
7	Availability of Bid Document	May be downloaded from the Websites (https://eproc2.bihar.gov.in/EPV2Web/ or https://www.bstbpc.bihar.gov.in)
8	Address for Communication	The Managing Director, Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-800001.

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.

JM
15/05/26

Managing Director
Bihar State Text Book Publishing Corporation Ltd.

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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/EPKV2Web/>
- (iii) The Bidder must have the Class 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/EPKV2Web/> 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 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 failing 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.
- (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/EPKV2Web/> 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/EPKV2Web/> 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-800014, 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/EPKV2Web/>.

SECTION II

INSTRUCTION TO BIDDERS

A) SPECIAL ATTENTION FOR BIDDERS

- (i) The printer will be empaneled from the date of issuance of the notice for empanelment. As the printing works are mostly time oriented 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 Invitation for Bid is open to all Printers within the Bihar 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/consent will be rejected without any further communication.
- (iii) 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.
- (iv) The Bid document may be downloaded from the **Website www.eproc2.bihar.gov.in or www.bstbpc.bihar.gov.in.**
- (v) Bids complete in all respects (available on e-Proc Portal) along with all supporting documents/ annexures as per Bid document must be submitted online in the e-Proc portal. The TECHNICAL BID of all the Bidders will be opened online. There would not be any **FINANCIAL BID**.
- (vi) **NO HARDCOPY SUBMISSION OF BID IS ALLOWED UNDER ANY CIRCUMSTANCES.**
- (vii) The bid document must be digitally signed by a person duly authorized to sign, as declared in the bid. Bidders are required to submit proof of such authorization in the form of a Board Resolution or Authorization Letter (as per Annexure in Section VIII), or a Power of Attorney executed before a Public Notary, as applicable, within the Technical Bid documents.
- (viii) The bid shall be submitted online through e-Procurement portal <https://www.eproc2.bihar.gov.in>.
- (ix) The bid should be unconditional and inconsistent with the terms and conditions of the prescribed bid document for the purpose.
- (x) Conditional tender will not be accepted.
- (xi) Bidder who authorizes more than one person on its behalf for Bid Processing, shall result in rejection of the bid.

B. ELIGIBILITY CRITERIA

- 1) This invitation is open to all Printers registered under the Companies Act, 1956/2013; the Partnership Act, 1932; the Indian Societies Registration Act, 1860; the Indian Trusts Act, 1882; the Limited Liability Partnership Act, 2008; or operating as a Proprietorship firm, who meet the eligibility and qualification criteria specified herein. **(Consortiums or Joint Ventures of Printers are strictly prohibited).**
- 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. SUBMISSION OF HARD COPIES IN ANY FORM IS DISALLOWED.

S. No	Eligibility criteria for Bidders	Mandatory Documents to be uploaded
B1	Tender Document Fee (Non-Refundable) for Rs. 11,800/- (Eleven Thousand Eight Hundred Rupees Only) and Beltron Tender Processing fee (Non-refundable) for Rs. 590/- (Five Hundred Ninety Rupees Only) or as reflected on the e-proc portal.	Online receipt of Digital Payment.
B2	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 Ministry of Corporate Affairs (MCA) 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 Ministry of Corporate Affairs (MCA) 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.

B3	The bidder must have a minimum Average Annual Turnover of ₹25 lakh (Rupees Twenty-Five Lakh) during the preceding three financial years, i.e., FY 2022-23, 2023-24 & 2024-25 specifically related to printing work.	Turnover certificate vide form in "Section-IX". issued by Chartered Accountant/Company Secretary (must be mentioned Membership No., UDIN No. & Date) to certify that the turnover is related to printing work only.
B4	The bidder must have valid (i) PAN Card, (ii) Income Tax Returns of three assessment years (AY-2023-24, 2024-25 & 2025-26)	Self-attested copies of 1) PAN Card 2) Income Tax Return (ITR) Acknowledgment copy for three Assessment Years (AY-2023-24, 2024-25 & 2025-26)
B5	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 Mar-2026 or GSTR-1 for the 4 th Quarter of FY-2025-26 or Annual GST Return for the Financial Year 2024-25.
B6	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 50000 books/Leaflets/Notebooks/Magazines/ Textbooks/Workbooks during the last 03 (Three) Financial Years i.e. FY-2023-24 to 2025-26.	i. Copies of work order and completion certificates/Tax invoice to be uploaded.
B7	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 certificate as on last day of submission of bid.
B8	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 is valid and renewed up to date for all premises.
B9	The bidder/agency should have valid EPF and ESI Registration certificate for all printing premises.	Self-attested copy of valid EPF and ESI Registration certificate or Proof, as on last day of submission of bid.
B10	Letter of Authorization to sign bid.	The Bidder should dully fill the authorization form vide Section-VIII and upload (Not Mandatory in case proprietorship firm wherein the Proprietor signs the bid himself/herself)

B11	The bidder should operate the printing press facility along with storage space laid out in an area of minimum 10000 sqft.	<p>a) The bidder must provide rent agreement copy with house owner/ property owner, if the Printing Press is on rental place Or</p> <p>b) If the property is self-owned, proof of ownership to be submitted</p> <p>Note: The area of 10000 sqft must be mentioned in the document which has been produced for aforesaid purpose and the bidder shall be required to upload the photos of premises with printer's name board in both the cases.</p>
B12	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>Affidavit sworn before Public Notary/Executive Magistrate as per "Section-VII".</p> <p>Note: The bidder shall declare all ongoing litigations; it is involved in/with any Government Agency/ State/ central department/ PSU in the affidavit.</p>
B13	<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 own 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. Press:</p> <p>Printing Press should have -</p> <p>a) One unit Four Colour 508/578 web offset Printing Machine or bigger size OR</p> <p>b) One unit Four Colour or more colours Sheet fed Offset Printing Machine 19"x25" or bigger size.</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. to be uploaded (Please refer Section-XII).</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-X" of bid document. The above declaration form vide "section X" 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 Geo-tagged photo of each machine (photo along with the owner of the printing facility/press) of the press showing date 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.</p>

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III. Post Press a) Cutting machines b) Flow line Stitching machine Or Stitching Machine c) Lamination Machine d) Strapping Machine. e) Automatic Folding Machine	
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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>.
- 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 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, Board of Director, has to authorize a specific individual through a 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. 11,800/-** (Eleven Thousand Eight Hundred Rupees only), will be paid through online via electronic mode.
- 2.10 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.
- 2.11 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.
- 2.12 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 2.13 The Bidder should check the system generated confirmation acknowledgement on the status of the submission.
- 2.14 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 2.15 For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- 2.16 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.
- 2.17 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 2.18 **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 Performance Security/Bid Security shall stand forfeited & his registration in the portal shall be Blocked and the Bidder is liable to be blacklisted.
- 2.19 **SECURITY OF BID SUBMISSION:** All bid documents uploaded by the Bidder to the portal will be encrypted.
- 2.20 **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 document. Read all Terms & conditions carefully. Collect all required documents & fill up Tender form and then upload it.

4. 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.

5. Empanelment Fee (EMF)

- a. All the bidder shall submit the Empanelment fee in the digital form i.e. BG/ DD for Rs 2,00,000/- (Two Lakh Rupees only) after issuance of LOE (Letter of Empanelment) within 7 days failing which the LOE stands cancelled.
- b. The Empanelment fee is required to protect the BSTBPC Ltd. against the risk of Bidder's conduct, which would warrant the forfeiture of EMF.
- c. The EMF shall be in Indian Rupees and shall be issued by the Nationalized/Scheduled bank located in India. The EMF is refundable & it should be in the form of Bank Guarantee. EMF shall remain valid for a period of 45 days beyond the final empanelment period.
- d. None of the bidder is exempted from EMF. The Micro or Small-scale units located in Bihar are also liable to deposit EMF.
- e. **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.

6. Period of Validity of Bids

- a. BSTBPC Ltd. may solicit the Bidder's consent for bid validity if required.

7. Opening of Bids by the BSTBPC Ltd.

- a. 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.

- b. Bidders or their authorized representatives, who choose to witness the opening of bids, would remain present during the opening of bids.
- c. 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.

8. 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. However partial portion of any document which the bidder missed to upload, may be entertained at the sole discretion of Tender evaluation committee

9. Preliminary Examination (technical eligibility) and Technical Evaluation

- a. 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.
- b. 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 empanelment.
- c. The BSTBPC Ltd. or his/her representative will have the right of site inspection of the Bidder's setup, anytime either during technical evaluation of EOI or post empanelment of printer. The BSTBPCL Ltd. will determine the technical eligibility and technical qualification of each EOI proposal with reference to the technical documents and criteria laid down for technical qualification. For the purpose of these Clauses, a technically eligible offer is one, which conforms to all the terms and conditions of the Bid documents without material deviations.
- d. 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.
- e. The BSTBPC Ltd. has 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.
- f. 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.

9 Award of Contract:

- 9.1 BSTBPC Ltd. will award the contract to the technically qualified Bidder who meet the Eligibility and Empanelment Criteria.
- 9.2 This empanelment shall be valid for 03 (Three) years from the date of agreement.

10. Signing of Contract

- 10.1 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).
- 10.2 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.

11. Dispute Resolution: -

- 11.1 The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- 11.2 All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
- 11.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - 11.3.1 **Conciliation:** - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
 - 11.3.2 The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - 11.3.3 **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act, 1996 with all its subsequent amendments.
 - 11.3.4 All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.

11.4 The Arbitral award shall be final and binding on both the parties.

11.5 Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by the Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Same as those which are otherwise explicitly provided in the contract, no payment due, or payable by the Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

12. Fraud or Corrupt Practices: -

12.1 The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Intent (LOI)/Work Order (WO) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, the Department may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

12.2 Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LOI /WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI /WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Department during a period of 1(one)year from the date such Bidder is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

12.3 For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

12.3.1 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.

12.3.2 "**Fraudulent practice**" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

12.3.3 "**Coercive practice**" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.

12.3.4 "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

12.3.5 "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

13. Termination & Blacklisting:

13.1 The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the Department may give not less than 30 days written notice of termination to the Vendor.

- a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b. If the vendor becomes bankrupt, insolvent or goes into compulsory liquidation
- c. If the vendor, in the judgement of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- d. If the vendor submits to the Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f. If the vendor fails to provide quality services as envisaged under this Agreement.
- g. Serious discrepancy and delay in the delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
- h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department. Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

14. Penalties: -

The Department may impose a suitable penalty on the vendor for the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

15. Termination Payments: -

These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, the Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

16. Blacklisting without termination: -

The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

17. Foreclosure with Mutual consent: -

- a) Without prejudices to any provisions of this agreement, the Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

18. Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, the Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

- 18.1** All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.

The transition plan along with the period shall be mutually agreed between the vendor and the Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition

19. Force Majeure

- 19.1 Notwithstanding the provisions of GCC Clauses 15.2, 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.
- 19.2 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.
- 19.3 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.

TECHNICAL BID INFORMATION**FORM "A"**

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.

S.N.	Particulars	Document uploaded online
1	The cost of Bid Document Rs.11800/- copy of online receipt attached and Tender Fee Rs. 590/- online submitted (Please refer clause B1 of Eligibility Criteria)	
2	Legal status, Place and date of Registration and principal place of business of the company or firm or association in line with clause B2 of Eligibility Criteria .	
3	Self -attested copies of the bidder must have minimum average total annual turnover of Rs. 25.00 (Rupees Twenty-Five Lakhs) in preceding three financial years i.e. (FY-2022-23, 2023-24 & 2024-25) related to printing work. Please refer to B3 of Section II: Eligibility criteria .	
4	Self-attested scanned copies for (i) PAN Card, (ii) income tax returns acknowledgment of three assessment years (AY-2023-24, 2024-25 & 2025-26) are to be submitted. Please refer to Clause B4 of Section II: Eligibility criteria .	
5	Whether the copy of GST Registration Certificate and also the copy of GSTR-3B Return submitted. Please refer to Clause B5 of Section II: Eligibility criteria.	
6	Self-Attested copies showing the bidder should have the experience of printing and supply of 50000 books to the Government (Central or State) Sector/ Semi-Government/ Public Sector Unit (PSU)/Private Institutions during the last 03 financial years i.e. FY-2023-24 to 2025-26. Please refer to Clause B6 of Section II: Eligibility criteria	
7	Self-attested copies of valid of ISO:9001 or higher. Please refer to Clause B7 of Section II: Eligibility criteria .	
8	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 B8 of Section II: Eligibility criteria .	
9	Self-attested copy of valid EPF and ESI Registration certificate or Proof, as on last day of submission of bid. Please refer to Clause B9 of Section II: Eligibility criteria .	
11	Whether scanned copies of Authorization letter to sign/attend the bidding (Section-VIII). Please refer to Clause B10 of Section II: Eligibility criteria .	

S.N.	Particulars	Document uploaded online
12	Whether the copy of rent agreement /proof of ownership of land for 10000 sqft area along with photograph submitted. Please refer to Clause B11 of Section II: Eligibility criteria.	
13	Whether stamped Scanned copy of Affidavit / Declaration by the Bidder (Section-VII) sworn before Public Notary/Executive Magistrate after the date of publication of this tender is attached. Please refer to Clause B12 of Section II: Eligibility criteria.	
14	The bidder must have the pre-press, press and post press facilities available in their Printing press. Please refer section B13 of section-II: Eligibility Criteria	

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

BID FORM

Date:2026.

From

M/s.....

.....

.....

To:

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

Subject: Empanelment of Printers in BSTBPCL.

Dear Sir,

I/We.....

.....am/are submitting herewith my/our bid for (Name of the Work). My credential are enclosed vide technical bid.

1. I/We have carefully read the conditions laid down for the bid and the contract and in case my credentials are approved and our firm is empaneled, 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



CONTRACT/AGREEMENT FORM

THIS AGREEMENT made theday of....., 2026 between Bihar State Text Book Publishing Corporation Limited, Pathya Pustak Bhawan, Budha Marg, Patna-800001 (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 empanelment in BSTBPCL.

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:

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:.....

Handwritten initials in blue ink: a stylized 'F' and a signature.

Handwritten mark in blue ink: a small '4' or similar symbol.

EMPANELMENT FEE SECURITY FORM

To:
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,.....2026 for Empanelment in BSTBPCL 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.....2026

Signature and Seal of Guarantors

.....
Date.....2026

Address:
.....
.....

AUTHORISATION LETTER

Certified that I/We..... proprietor/director/partner of
M/s.....Address.....
..... hereby authorize to Sh.
.....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 marks: A large blue scribble resembling a stylized 'S' or 'P' on the left, and a blue checkmark on the right.

SECTION - IX

Format for 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: -

Rs. In lakhs					
Sl. No.	Particulars	2022-23	2023-24	2024-25	Average of 3 FY yrs.
1.	Annual Turnover related to printing works.				
2.	Net Worth				

Signature and Seal of Chartered Accountant

Name Membership No

Address

UDIN No. & Date

Instructions:

For the purpose of this Certification:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Qualification Statement submitted by the Bidder.
4. For the purpose of this Tender document, Net Worth shall mean: Net Worth = Assets - Liabilities.
5. Experience (Financial Capability and Experience) of only the Bidder shall be considered. Experience of associate company/parent company/subsidiary company shall not be considered for qualification purposes.
6. Turnover and net worth of the bidder shall be certified by Chartered Accountant who should mention his name, address and membership number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the tax authority.



SECTION - X

DECLARATION FOR PRINTING FACILITY

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

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

(Please fill the boxes as per applicable category on the basis of self assessment.)

Sl. No.	Machines/equipment	Number of Machines		Company name	Year of make
		As per EOI	Available with Printer		
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			
3	One unit Four Colour 578 web offset Printing Machine	1			
4	One unit Four Colour 508 web offset Printing Machine	1			
5	One Four Colour or more colours Sheet fed Offset Printing Machine 19"x25" or bigger size	1			
6	One Four Colour or more colours Sheet fed Offset Printing Machine 23"x36" or bigger size	1			
7	Cutting Machine	1			
8	Flow line Stitching Machine or Stitching Machine	1			
9	Lamination Machine.	1			
10	Strapping Machine.	1			
11	Perfect Binding Machines	1			
12	Thermal Lamination Machine	1			
13	Automatic Folding Machine	1			
14	Please add machine as per the Category (If Required)				

We further confirm and aware that, our application for the captioned EOI 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:

Name of the Authorized Person:

Designation of the Authorized Person:

Seal of the Organization

PERFORMANCE STATEMENT

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

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

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.

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 ofPlate making being done under the BSTBPC vide tender notice _____, dt. ____/2026. 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

Affidavit

(On a Stamp Paper of INR 1000)
DECLARATION BY BIDDER

I.....(Owner/Proprietor/Partner/Director) of M/s.....(the names and addresses of the registered office) hereby certify and confirm that our empanelment in BSTBPCL is subject to compliance of all the Conditions laid out in the EOI. I/We undertake that the onus of degradation/up gradation in category of empanelment shall be fixed on us entirely in case of any physical changes in our printing facility setup made by us or rise/fall in our financial credentials caused during the empanelment period.

I shall also be solely responsible for timely intimation to the corporation regarding any changes with respect to our empanelment related up gradation/degradation correspondence with material evidence.

We are aware that BSTBPCL may review my/our credential at its own discretion during the empanelment period in every six months or a time decided by MD, BSTBPCL.

I/We am/are also aware that my/our application for the up gradation in category would be liable for rejection in case of any material mis-representation is made by us and BSTBPCL may also initiate any penal/legal action as deemed fit under thus circumstances.

Dated this.....Day of. , 2026

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:

