



Government of Bihar



BID DOCUMENT

FOR

TRANSFER CERTIFICATE 2017

**Bihar State Text Book Publishing Corporation Ltd
(A Govt. of Bihar Undertaking)
Pathya Pustak Bhawan, Budh Marg,
Patna-800001**

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Important Information & Key Events	
Name and address of the Corporation	Bihar State Text Book Publishing Corporation Ltd. Pathya Pustak Bhawan, Budh Marg, Patna-800 001. 0612-2221975, 0612 – 2236388, textbookmd@gmail.com , www.bstbpc.gov.in
Name of the work	Tender for Supply of Transfer Certificate 2017
Bid validity	90 (Ninety) days from the date of opening of Bid.
Tender Processing Fee (TPF) (Non-Refundable)	Rs 1,150.00 (Inclusive of Service Tax) to be paid through e-Payment mode only.
Tender Fee / Cost of BOQ (Non-Refundable)	Rs 10,000.00 to be paid through e-Payment mode
Earnest Money Deposit (EMD)	As per bid document to be paid either through online mode or manual mode (DD). In case of manual mode of payment of EMD, the original hardcopy of the DD should be submitted by 03.07.2017. up to 15:00 Hrs. (Pathya Pustak Bhawan, Budh Marg, Patna-800001).
Request & Sale of Tender Document Date and Time	10.06.2017 to 30.06.2017 14:00 (https://www.eproc.bihar.gov.in)
Last Date and Time of Submission of Tender	03.07.2017 up to 15:00 hrs. (https://www.eproc.bihar.gov.in)
Technical Bid Opening Date and Time	03.07.2017 at 16:00 hrs. (https://www.eproc.bihar.gov.in)
Financial Bid Opening Date and Time	06.07.2017 at 15:00 hrs. (https://www.eproc.bihar.gov.in)

BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.

(A Govt. of Bihar Undertaking)

Pathya Pustak Bhawan, Budh Marg,
Patna-800001

Phone : 0612-2221975, 2222783, 2223533 Fax:0612-2236388 Email: textbookmd@gmail.com

Tender No BSTBPC/ 1168.

Dated 02.06.2017.

TENDER NOTICE

E-TENDER FOR SUPPLY OF TRANSFER CERTIFICATE 2017

- e-Tenders are invited from all eligible Printing and Supply of Transfer Certificate 2017 are invited from the experienced and reputed Multi colour sheet Offset Printers (minimum four colour) registered in BSTBPCL for rates (including cost of paper) as per the following core guidelines.
 - The bids have been invited for single items of given specifications and single price should be quoted.
 - e-Tender is invited with two bid system i.e Technical and Financial, The Technical Bid and the Financial Bid must be properly filled, uploaded and submitted on the www.eproc.bihar.gov.in
- Requirement of the Transfer Certificate 2017 is given here under:-

Sl. No.	Types of Transfer certificate	Size of T.C.	Paper	Quantity in T.C.
1	Transfer Certificate 2017	24 x 36.5 Cms	Text 80 GSM Maplitho & Cover 130 GSM Pulp Board	36,00,000

- The above quantities are estimated only and may be reduced or enhanced subsequently depending upon the actual and specific requirement.
- The bidder must have Class II Digital Signature Certificate (DSC) and e-Tendering User-ID of the e-Procurement website (<https://www.eproc.bihar.gov.in>) for submission of e-Bid.
- All payments (Tender Fee and Tender Processing Fee needs to be paid through e-Payment mode only.
- EMD can be paid both using e-payment and manual modes.
- Bids along with necessary online payments must be submitted through e-Procurement portal (<https://www.eproc.bihar.gov.in>) before the date and time specified in the NIT / RFP. The department / Tendering 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.

(vi)

Sl. No	Particulars	Size of T.C.	Size of paper	Estimated Cost (Rs. In Lakh)	Form Fee (Non Refundable (In Rs.))	Earnest Money (In Rs.)	BSEDC Processing Fee (in Rs)
1	Transfer Certificate 2017	24 X 36.5 Cms	Text 80 GSM Maplitho & Cover 130 GSM Pulp Board	28.00	10,000	56,000	1,150

- (i) Earnest Money Deposit can either be paid through online or in the form of **Demand draft** in favour of "**Bihar State Text Book Publishing Corporation Ltd.**", of a scheduled commercial / Nationalized bank payable at Patna is required to be submitted along with Technical Bid. Original demand draft need to be submitted on or before **03.07.2017 by 15.00 hrs.**
- (ii) The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate / documents in the e-Procurement portal (<https://www.eproc.bihar.gov.in>).
- (iii) The bidder shall digitally sign the supporting 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.
- (iv) The Financial Bid of the successful bidders shall be opened after evaluation of technical bid only and it will be duly informed later on. The Technical Bid and Financial Bid needs to be filled, uploaded and submitted through e-Procurement portal www.eproc.bihar.gov.in on or before **03.07.2017 by 15.00 hrs.** The authority reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof.
- (v) Corrigendum / Addendum, if any, will be published on the departmental website-[www.http://bstbpc.gov.in](http://bstbpc.gov.in) and e-Procurement, Bihar <https://www.eproc.bihar.gov.in> itself.
- (vi) Bidders are advised to keep updated their e-Procurement profile with correct / valid email ID as all important activity / events emailed to their registered email as per e-Procurement portal.

Managing Director
Bihar State Text Book Publishing Corporation Limited

e-Tendering Process Related Instructions.

Submission of Proposals through electronic mode only.

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc.bihar.gov.in.
2. 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 www.eproc.bihar.gov.in 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.
3. 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 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.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
6. Cost of BOQ / Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card & Net Banking) only.
7. "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode Demand Draft only. In case of manual mode of payment of EMD, the original hardcopy of the DD which may be a Demand Draft should be submitted in the tendering authority office within the next working day after tender closing date."

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT/RFP. The department / Tendering Authority doesn'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."

8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website only.

For support related to e-tendering process, bidders may contact at following address "e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164" or may visit the link "Vendor Info" at www.eproc.bihar.gov.in.

TERMS AND CONDITIONS

1. The Managing Director, BSTBPCL invites online tender <https://www.eproc.bihar.gov.in> for supply of Transfer Certificate 2017 (including cost of paper) The bidding is open to all the eligible printer who qualify for bidding under the terms and conditions prescribed. BSTBPCL reserves the right to split the work into various bidders depending upon the requirement of the organization.
2. The Bid document may be downloaded from the Website www.eproc.bihar.gov.in from **10.06.2017** and it may be submitted.
3. Bids complete in all respects - both Technical Bid (available on e-Proc Portal) and Financial Bid (available on e-Proc Portal) along with all enclosures as per Bid document must be submitted to the e-Proc portal by 15.00 hrs. on or before **03.07.2017**. 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 those bidders shall be opened who qualify in Technical Bid round. Date of opening of financial on 06.07.2017 at 15.00 hrs.
4. The rates must be quoted both in words and figures at in criteria Form-2F. If there is a discrepancy between rates mentioned in words and figures, the rates quoted in words will be considered as bid amount for the purpose.
5. The bid document must be digitally signed by person fully and duly authorized to sign by the 'bidder to the contract'. Proof of authorization in the form of registered Power of Attorney or Power of Attorney before Public Notary must accompany the Technical bid documents.
6. The bid shall be submitted online through e-Procurement portal www.eproc.bihar.gov.in .
 - a. Earnest Money Deposit can either be paid through online mode or in the form of Demand Draft in favour of "**Bihar State Text Book Publishing Corporation Ltd.**", of a scheduled commercial / nationalized bank payable at Patna Original demand draft need to be submitted on or before **03.07.2017 at 15.00 hrs.** as per bid document.
 - b. The bid should not be conditional and inconsistent with the terms and conditions of the prescribed bid document for the purpose.
7. The successful bidder has to supply Transfer Certificate. Contravention to this shall result in rejection of the submitted bid.
8. If the Bidder authorizes more than one person on its behalf for Bid Processing this shall result in rejection of the submitted bid.

TECHNICAL BID

ELIGIBILITY AND QUALIFICATION REQUIREMENT

Bid shall valid only with the below mandatory documents:

1. Cost of Bid document.
2. Earnest Money Deposit in shape of demand draft / e-Payment.
3. The minimum Annual turnover of the printer for each of the last three years must be Rs. 25 (Twenty Five) lakh per annum. (Financial year 2013-14, 2014-15, 2015-16).
4. Copies of Audited Balance Sheet and Profit and Loss Account. Last three years - 2013-14, 2014-15, 2015-16.
5. Income Tax Returns for the Assessment year 2014-15, 2015-16 and 2016-17.
6. Copy of Income Tax / PAN Card.
7. A Certificate/Self Declaration for the per day minimum production capacity of printing of T.C.
8. Declaration that the bidder has not been currently debarred by NCERT / Textbook Corporation / Board of any State or any Department / PSU of Central or State Govt.
9. Copy of Sales Tax/VAT/ GST (as applicable) Registration Certificate. In case of bidders of other State who having CST Registration and are not registered with Bihar Commercial Tax Dept., they will have to open an office in Bihar and get registered before entering into the agreement, if the work is allotted to them.
10. Tax Clearance certificate from Commercial Tax Dept. (2015-16)
11. The bid shall be accomplished with the Bid Earnest Money of **Rs. 56,000/-** (Rupees fifty-six thousand) only by way e-Payment or in the form of Demand draft in favour of the **“Bihar State Text Book Publishing Corporation Limited”** Payable at **Patna**.
12. All taxes will be borne by the bidder.
13. All documents should be self attested by the bidder.
14. The bidder should submit the sample of paper to be used in Transfer Certificate with the bid.
15. A duly attested Declaration by the Bidder in the form specified for this purpose i.e. **Annexure-IV**, by a Notary, to be submitted along with the bid.
16. Press Declaration Certificate from the Court of Sub Divisional Magistrate under local jurisdiction where press is located.
17. Copy of Electrical load, sanctioned in the name of firm/proprietor justifying the load for the machines installed in premises along with a copy of current Electricity Bill / Details of the Generator, if installed must be enclosed.

18. Certificate of incorporation of copy of Memorandum & Article of Association or partnership deed if not a Proprietary Firm, must be attached.
19. The bidder should submit his financial positions with a supporting letter from their Banks confirming the availability of fund to meet the working capital requirement for execution of the Agreement/Contract.

FINANCIAL BID

The rates should be quoted in '**Financial Bid**' only. Rate in Rupees per Book of Transfer Certificate. F.O.R. BSTBPCL Godowns at Patna, including Excise Duty and all taxes against "C" form (CST) except Entry Tax.

- (i) Separate rates should be quoted in tender form (Form 2F) 'Financial Bid' only.
- (ii) The price charged for the Transfer Certificates supplied under the contract by the successful tenderer / bidder shall in no event exceed the lowest price at which the successful tenderer / bidder sells the Transfer Certificate of identical specification to any other party during the period of the contract.
- (iii) Rate shall be quoted in the prescribed format only.

1. BID DOCUMENTS:

The Bidder is expected to follow all the instructions, conditions, Bid Form, Performa agreement, specification, Annexure and Schedules etc. in the Bid Documents.

2. BID SECURITY:

- (a) Bid Security shall be forfeited if the Bid is withdrawn at any time prior to its rejection or before or after its acceptance is communicated to the bidder or if the successful bidder fails to execute the agreement within 7 (seven) days of the receipt of letter of acceptance.
- (b) Bid Security of unsuccessful bidder will be refunded within 7 days.
- (c) Bid Security of successful bidder may be adjusted against Security Deposit at the time of the execution of the agreement, if the bidder requests to do so in writing.
- (d) No interest will be paid on the amount of Bid Security and Security Deposit.

3. Bid validity: Bid shall remain valid and open for acceptance by BSTBPC for a period of 90 days from the date of bid opening. Failure to sign the bid shall result in rejection of the bid.

Canvassing in any form shall result in disqualification of the bid.

4. Award Criteria:

The Purchaser may normally award to a successful bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as well as capable of supplying required quantity within the time schedule prescribed, with or without negotiations, provided the bidder is determined to be qualified to perform the contract satisfactorily. The purchaser shall, therefore, reserve the rights to negotiate with any other bidder without assigning any reason.

The Managing Director reserves the right to accept or reject any bid or all the bids without assigning any reason whatsoever (at any time prior to the award of the contract) without incurring any liability to the affected bidders and any obligation to inform the affected bidders of the grounds.

The Managing Director, Bihar State Text Book Publishing Corporation Ltd., reserves the right to split the estimated quantity for distribution of the supply orders, at acceptable rates to other successful tenderer(s).

5. Binding Packing:

The printer shall stack the printed Transfer Certificate in 25 books each bundle. Each Bundle will be duly tied with machine strapping strong enough to handle easily.

- i) One side Multicolour Printing with security feature, however sample may be seen in the office hour in BSTBPCL.
- ii) Numbering at two places (in duplicate).
- iii) Perforating one place.
- iv) 50 Leaves in a book.
- v) Normal binding of 50 leaves.
- vi) On book numbering.

6. Payment:

7. Payment terms shall be as follows:-

- (a) *80% to be claimed after finishing the work and delivery of 100% ordered quantity.*
 - (b) *15% to be claimed after 3 months of supplying the T.C. Books and verifying the observance of terms of contract.*
- (ii) *The Managing Director reserves the right to withhold remaining 5% of the cover & book printing charges as a safeguard against printing and other defect and breach of contract which may be discovered later on.*
- (iii) *As the Corporation is undertaking the work on behalf of Government, payment will be subject to receipt of fund from Government for this work.*
8. 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

9. Penalty for Mistake:

In case of mistakes in the printing of transfer Certificate books/cover, the printer shall be liable to pay penalty at the rate of 1% of contract value of the concerned T.C. for every 5 (five) mistakes or part thereof. If the number of mistakes exceeds 20 (twenty) in a whole book, then the Transfer Certificate shall be rejected and cost of paper shall be recovered from the security/bills.

10. The inferior quality of Transfer Certificate in terms of bad printing, binding shall attach a penalty in terms of deduction of 2% to 10% of the awarded contract value.

11. Grammage Penalty: -

- (a) If grammage is less than 2.5% to 5% than 2% penalty
- (b) If grammage is less than 5% to 10% than 4% penalty.
- (c) If grammage is less than 10% & above than the order may be rejected.

12. DELAYS IN THE PRINTER 'S PERFORMANCE

12.1 Any un excused delay by the printer in the performance of delivery/obligations shall render the printer for any or all of the following:-

- Forfeiture of its Performance Security;
- Imposition of liquidated damages; and
- Termination of the Contract for default.

12.2 If at any time during performance of the Contract, the Printer encounters conditions impeding timely delivery of the Transfer Certificate and performance of contract, the Printer shall promptly notify the Corporation in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Printer's notice, the Corporation shall evaluate the situation and may, at its discretion, extend the Printer's time for performance with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

13. LIQUIDATED DAMAGES

13.1 From date of agreement the 100% delivery of Transfer Certificate must completed in 30 days. In case of delay in supply of Transfer Certificate, bidder shall be liable to pay penalty @ 4% (four percent) per week on the printing & binding of the balance quantity as per the tendered cost for first two weeks and thereafter @ 6% (six percent) per week. After four weeks (up-to a maximum deduction of 20%) Corporation might consider termination of the contract besides either reducing the work in the next order or The tender's who failed to supply the Transfer Certificate after four weeks (without valid reason) of the due date of delivery shall be debarred from participating in any future tenders of BSTBPCL and shall be blacklisted and this decision of BSTBPCL shall be communicated to other such Government Agencies as BSTBPC Ltd. may deem fit. In this regard the decision of the Managing Director shall be final.

13.2 In addition, the printer will be liable to be blacklisted and the Corporation may levy penalties as per terms and conditions of the contract.

13.3 In case of termination or cancellation of the contract, the Printers' bid security and/or Performance Security will be forfeited.

13.4 The instances like power failure, water shortage or closure of Printing Press due to an order imposed by the factory Inspector, Pollution Control Authority or strike by workers shall not be "acceptable reasons" for the delay in delivery.

14. TAXES AND DUTIES

14.1 Printer shall be entirely responsible for all Taxes, Duties, License fees, Octroi, Road Permits, etc., incurred until delivery of the contracted books delivery to the Corporation's Godown at Patna.

Service Tax, if any, will be borne by the Corporation.

15. EXECUTION OF AGREEMENT:

- 15.1 The successful Bidder, on receipt of award shall execute an agreement within 7 (seven) days in the prescribed form and deposit Performance Security, amounting to 5% of the Contract value. The Security amount shall not be adjusted against any previous dues to the printer, if any, due from Corporation.
- 15.2 If the bidder fails to execute the agreement and fails to furnish Security amount as mentioned in Clause -14.1 above, not only the bid security shall be forfeited, but the printer shall also debarred from participating in any future tenders of BSTBPC Ltd. and shall be blacklisted and this decision of BSTBPC Ltd shall be communicated to other such Government Agencies as BSTBPC Ltd. may deem fit.
- 15.3 The agreement shall be executed by the successful bidder at Patna on non- judicial stamp paper of requisite value as provided by the Bihar Registration Act witnessed by 2 persons and the successful bidder shall bear all legal expenses of execution of the agreement.

16. PERFORMANCE SECURITY:

- 16.1 Within 7 (seven) days of the receipt of notification of award from the Corporation, the successful Bidder shall furnish the performance security in accordance with the conditions of Contract, in the Performance Security Form Annexure-II provided in the bidding documents or in another form acceptable to the Corporation.
- 16.2 The performance security will amount to 5% of contract value.
- 16.3 Performance Security any lying with the Corporation is not adjustable towards the performance Security of the present tender.
- 16.4 The proceeds of the performance security shall be payable to the Corporation as compensation for any loss resulting from the Printer's failure to complete its obligations under the Contract.
- 16.5 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee issued by a nationalized/scheduled bank located in India in the form provided in the bid documents or another form acceptable to the Corporation valid not less than 6 month.
- (b) A Crossed demand draft in favor of **Bihar State Text Book Publishing Corporation Ltd., payable at Patna** issued by a nationalized / scheduled bank.
- 16.6 The Performance Security will be released only after the final payment of the bill or expiry of the validity period whichever is later.
- 16.7 The performance security will be discharged by the Corporation and returned to the Printer not later than 30 days following the date of completion of the Printer's performance obligations satisfactorily.

OTHER TERMS & CONDITIONS:

17. Printer shall regularly intimate progress of printing & supply in writing, to the Corporation at regular intervals.

18. Instructions regarding quality of printing ink used in text books:

- (i) The Ink should be of a good standard in quality having sufficient quantity of finely grind pigments.
- (ii) The ink should be adequately viscous to fully transfer and stick on paper but should not fully penetrate in the paper reflecting "See Through".
- (iii) The ink should have good drying quality particularly on smooth or glaze paper to avoid "Set off".
- (iv) The ink should not be so tacky to snatch/pick up the paper or coating on paper while printing.
- (v) 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.

19. Resolution of disputes:

BSTBPC and the printer shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract by direct informal and formal negotiation.

In case of Dispute or difference arising between the Corporation and Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. In event of dispute the parties may agree upon a name of single arbitrator or in event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the BSTBPCL, one to be nominated by the bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above.

The Court at Patna shall have jurisdiction in case of any legal dispute.

Managing Director
Bihar State Text Book Publishing Corporation Limited

Annexure – I

BID FORM

From

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

To:

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

Dated.....

Subject: **Printing of Transfer Certificate 2017.**

Dear Sir,

I/We,.....
.....am/are submitting herewith my/our bid for printing and
supply of Transfer Certificate . My/Our rates are quoted in the price Bid (**Annexure-VII**) 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 may /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 be me 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 /
Managing Director with Rubber Seal of
the Firm)

PERFORMANCE 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,.....2016
for Printing and Binding of.....
(Description of Transfer Certificate) 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.....2017.....

Signature and Seal of Guarantors

.....

.....

Date.....2017....

Address:.....

.....

.....

DRAFT CONTRACT / AGREEMENT FORM

THIS AGREEMENT made theday of....., 2017 between Bihar State Text Book Publishing Corporation Limited, Pathya Pustak Bhawan, Budh 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 books and services viz. (Brief Description of Transfer Certificate and Services) and has accepted a bid by the Printer for the supply of those 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. and bid document will be treated as part of the agreement.
 - (b) The Bid Form and the Performa for Price bid submitted by the Bidder;
 - (b) The Description of Books ;
 - (c) The Terms & Conditions of Contract;
 - (d) 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 books and services which shall be supplied / provided by the Printer are as under:

SL. NO.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	Title No. (Books)	PER TRANSFER CERTIFICATE 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)

DECLARATION BY BIDDER

In response to the bid document for Transfer Certificate 2017. I/We do hereby declare that I/We is/are partner of the firm / director / proprietor and;

1. I/We do hereby declare that I/We have read and understood the application form and thus declaration carefully and I/We declare to abide them.
2. I/We..... do hereby declare that I/We will not withdraw our offer, after opening of the bid. I/We further declare that after opening of the Bid . I/We shall be abiding with the offer and the Terms and conditions of the bid and the offer.
3. Thus in case of failure in compliance of the Bid by we/us I/We shall be bound to pay the penalty as per the terms and conditions appearing in the bid document.
4. That my / our firm have not been blacklisted / debarred by any Government department / Agencies / undertakings for the last consecutive 3 (three) years and that presently no kind of litigation is pending against me.

VERIFICATION

I/We do hereby verify that the contents of Para 1 to 4 of the declaration made by we/us are correct and believed to be true. Hence I/We have verified and signed on the day of2017 at.

Witness:

1. Signature

Name and address

2. Signature

Name & Address.

Signature &

Seal of Bidder

Annexure - V

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

EMPLOYED BY THE PRINTER

DATE OF OPENING :

NAME OF THE BIDDER :

.....

1. Details of staff:
2. Details of technical supervisory staff in charge of production & quality control.
3. Skilled labour employed.
4. Unskilled labour employed.

.....
Signature and seal of the Printer

Tender No. BSTBPC /

TECHNICAL BID

(e-Forms available on the portal)

FORM – 1 T

1	Submission of EMD	EMD_Doc
2	The minimum Annual turnover of the printer for each of the last three years must be Rs. 25 (Twenty Five) lakh per annum. (Financial year 2013-14, 2014-15, 2015-16).	Turnover_Doc
3	Income Tax Returns for the Assessment year 2014-15, 2015-16 and 2016-17.	ITR_Doc
4	Copy of Income Tax / PAN Card	PAN_Doc
5	Copies of Audited Balance Sheet and Profit and Loss Account. Last three years - 2013-14, 2014-15, 2015-16	Audit_Bal
6	A Certificate/Self Declaration for the per day minimum production capacity of printing of T.C.	Attorney_Doc
7	Declaration that the bidder has not been currently debarred by, NCERT / Textbook Corporation / Board of any State or any Department / PSU of Central or State Govt.	Decl_Doc
9	The bid shall be accomplished with the Bid Earnest Money of Rs. 56,000/- (Rupees fifty-four thousand) only by way of Bank Draft in favour of the Bihar State Text Book Publishing Corporation Limited Payable at Patna.	Cert_cap_Doc
10	All taxes will be borne by the bidder.	Cert_Clearance_Doc
11	All documents should be self attested by the bidder.	VAT_Doc
12	The bidder should submit the sample of paper to be used in Transfer Certificate before bid submission date and time.	Decl_Debarred_Doc
13	A duly attested Declaration by the Bidder in the form specified for this purpose i.e. Annexure-IV , by a Notary, to be submitted along with the bid.	Test_Doc
14	Press Declaration Certificate from the Court of Sub Divisional Magistrate under local jurisdiction where press is located.	Cert_Court_Doc
15	Copy of Electrical load, sanctioned in the name of firm/proprietor justifying the load for the machines installed in premises along with a copy of current Electricity Bill / Details of the Generator, if installed must be enclosed.	Electric_Doc

16	Certificate of incorporation of copy of Memorandum & Article of Association or partnership deed if not a Proprietary Firm, must be attached.	Incorporation_Doc
17	The bidder should submit his financial positions with a supporting letter from their Banks confirming the availability of fund to meet the working capital requirement for execution of the Agreement/Contract.	Finan_pos_Doc
18	Tax Clearance Certificate from Commercial Tax Dept. (2015 - 16)	Tax_Clea_Doc
Note		
1	I/We hereby solemnly declare that the above information given by me/us in and in the enclosures to the Tender form is correct.	
2	I/We hereby solemnly declare that I/we as manufacturer has/have not been debarred from any of the Govt./semi Govt. organisations / text book board(s) for tender of paper (any type of paper).	
3	I have enclosed the certificates or documents required as per bid document.	
4	I/We hereby Proprietor/Partner/ Director hereby undertake to supply paper conforming to our Tender Enquiry Specification and abide all General terms & conditions and conditions of contract of their tender inquiry.	
5	I/We solemnly declare that we have submitted all the documents mentioned here above and mentioned in the Tender. We also understand that non-compliance of any documents, will be treated as non-responsive Tender and we will loose our claim to participate in the Tender Enquiry automatically and our Tender will be liable to rejection.	
6	In case any of the above information given by me/us is found to be incorrect the Bihar State Text Book Publishing Corporation Ltd. will have the right to forfeit the Earnest Money deposited and the tender will be liable to be rejected.	

Bidder's Digital Signature.

Tender No. BSTBPC/ PAPER/

FINANCIAL BID

FORM – 2 F

BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.					
e-Tenders are invited from all eligible Printing and Supply of transfer Certificate 2017 are invited from the experienced and reputed Multi colour sheet Offset Printers (minimum four colour) registered in BSTBPCL for rates (including cost of paper)					
Name of work	Transfer Certificate 2017				
NAME OF FIRM/TENDERER					
ADDRESS OF THE TENDERER					
SI. No.	Types of Paper	Size of T.C.	Size of paper	Rate in figure – (INR) (Per book) (inclusive of all Taxes)	Rate in (INR) words (Per book) (inclusive of all Taxes)
1	Transfer Certificate 2017	24 X 36.5 Cms	Text 80 GSM Maplitho & Cover 130 GSM Pulp Board		
TOTAL					
Note					
a) Rates quoted must include (CST/Commercial Tax/(if any) and all other taxes applicable and should be FOR destination as mentioned in tender notice. At present there is exemption of Central Excise for the paper to be utilized for nationalized books to be supplied to BSTBPC (as per Central Excise Rule). Please clearly specify at what Central Excise rate the rates have been quoted and whether the “Declaration” regarding usage of paper is required from the Corporation or not.					
b) If there is any over writing or corrections in rates the Bid will not be considered.					
c) It may however be noted that the actual quantities in different sizes will be precisely indicated at the time of signing of the agreement as indicated in para-3 of the Tender Notice which is part of the tender document.					
d) 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.					
