

E - TENDER

BID DOCUMENT

FOR PRINTING (WITH PAPER),

AND SUPPLY OF

ADHIGAM PRATIFAL BOOKLET

(Three items) UNDER LEARNING OUTCOMES

AT DISTRICT HEAD QUARTERS IN BIHAR

BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.

Pathya Pustak Bhawan,

Budh Marg,

Patna-800001

Commissioning Bid Document on Website:	08.07.2019
Date and Time for Purchase of Bids Document:	08.07.2019 to 30.07.2019 till 14:00 hrs
Date and Time for Submission of Bank Draft or to be paid Through e- Payment Mode for Bids Document Cost, Tender Processing Fee and E.M.D.:	On or Before 30.07.2019 till 14:00 Hrs.
Last Date and Time for Submission of Bids:	30.07.2019 till 15:00 hrs
Date and Time of Technical Bid Opening:	31.07.2019 at 12:00 hrs
Date and Time of Financial Bid Opening:	Date to be announced later by competent authority.

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SECTION - I:
INVITATION FOR BIDS (IFB)



Bihar State Text Book Publishing Corporation Ltd.

Pathya Pustak Bhawan, Budh Marg, Patna-800001

INVITATION FOR BIDS (IFB)

NOTICE INVITING e-TENDER

2925/Adhigam Pratifal / BSTBPC/ 2019 dt. 01.07.2019

(Through e-procurement mode only over <https://www.eproc.bihar.gov.in>)

Bihar State Text Book Publishing Corporation Limited invites Bids through e-tender from all Prospective Bidders for the Printing (with paper) and Supply of Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 at District Head Quarters in Bihar as below: -

Packag e No.	Name of work	Size	Paper Specifi cation	Text colour	Total No. of items	Tender Processing Fee (TPF) to be paid through Online Mode (Non-refundable)	Approximate estimated Total value of items (in Rupees)	Cost of Tender document (Non-refundable)	Earnest money (In Rupees)
1	2	2	3	4	5	6	7	8	9
1	Adhigam Pratifal Booklet for Class-I to V	A/4 Size (20.5X 27.9 Cms.)	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	2,82,435 Two lac eighty-two thousand four hundred thirty-five only	Rs. 1,180/- (One thousand One Hundred eighty) only	Rs. 28,03,773/- (Rupees Twenty eight lacs three thousand seven hundred seventy-three) only	Rs. 5,600/- (five thousand six hundred) only	Rs. 56,100/- (Rupees Fifty-six thousand one hundred) only
2	Adhigam Pratifal Booklet for Class-VI to VIII	A/4 Size (20.5X 27.9 Cms.)	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	1,06,172 (One lac six thousand one hundred seventy-two)only				
3	Adhigam Pratifal Booklet for Class-I to VIII	A/4 Size (20.5X 27.9 Cms.)	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	10,000 (Ten thousand) only.				

Tender Schedule / Programme:

Sl. No.	Activity	Date/Time : Duration
1.	Online Sale / Download date of Tender documents	From 08/07/2019 to 30/07/2019 (14:00 Hrs.) https://www.eproc.bihar.gov.in
2.	Last Date/Time for submission/ uploading of offer/Bid	30/07/2019 up to 15.00 Hrs. https://www.eproc.bihar.gov.in
3.	Submission of EMD in Hard copy / Original	On or Before 30/07/2019 14:00 Hrs. (Pathya Pustak Bhawan, Budh Marg, Patna-800001)
4.	Date & time for opening of technical Bid .	31/07/2019 at 12:00 Hrs. https://www.eproc.bihar.gov.in
5.	Financial Bid Opening Date and Time	Date to be announced later by competent authority.

- Detailed descriptions of the items and instructions for submitting your offer can be downloaded from e-tender website (<https://www.eproc.bihar.gov.in>).
- Bids must be accompanied with Bid Security (EMD) in the form of Demand Draft issued by a Nationalized/Scheduled Bank or e-Payment Mode.

- For support related to e-tendering process, Bidders may contact at “e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, and Patna- 800001 Ph. No: 0612-2523006, Mob- 7542028164” or may visit the link “Vendor Info” at (<https://www.eproc.bihar.gov.in>).
- Bihar State Text Book Publishing Corporation Ltd. will follow the rules of Stores Purchase Preference Policy, 2002, Department of Industries, Govt. of Bihar, Patna.
- The Managing Director reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof.
- 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.

Managing Director
Bihar State Text Book Publishing Corporation Limited,
Budh Marg, Patna-800 001

INFORMATION

Printing (with paper) and Supply of Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 at District Head Quarters in Bihar

BID No. 2925/ Adhigam Pratifal / BSTBPC/ 2019

1. The Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 have been prepared by Bihar Education Project Council, Bihar, Patna.
2. The “Bihar State Text Book Publishing Corporation Ltd (BSTBPCL)” will **print, bind and supply** Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 through e- tender. The Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 have to be supplied to the destination points viz. concerned District Head quarters in Bihar.
3. The Bihar State Text Book Publishing Corporation Ltd (BSTBPCL) invites Bids through e-tender from prospective Bidders for the printing (with paper) and supply at District Head quarters in Bihar.
4. The complete tender documents can be seen on and downloaded from the websites <https://www.eproc.bihar.gov.in>. The cost of tender documents is Rs. 5,600.00 (Five Thousand Six Hundred only).
5. Bids must be accompanied with Bid Security (EMD) in the form of Bank Draft issued by a Nationalized/Scheduled Bank from the date of Bid document downloading. In shape of Hard Copy or to be Paid Through e-Payment Mode Submit **Before 30.07.2019 at 14.00 hrs** in B.S.T.B.P.C. Patna
6. Failure of submission of bid security of prescribed amount would also be a sufficient cause to reject the bid.
7. All the disputes related to the bid will be subject to Patna jurisdiction.
8. The list of dates with regard to this Invitation for Bids are given below:

Sl.	Details	Start Date	Time	End Date	Time
1	Online sale/Download date of Tender Document.	08/07/2019	14.00 hrs.	30/07/2019	till 14.00 hrs.
2	Last Date/Time for Submission/Uploading of Bid.	-	-	30/07/2019	till 15.00 hrs.
3	Submission of EMD in Hard Copy/Original/Credit worthiness certificate/Paper samples/ etc.	-	-	30/07/2019	till 14.00 hrs.
4	Date & Time for opening of Technical Bid	31/07/2019	12.00 hrs.	-	-
5	Financial Bid opening date and time	Announced after the technical evaluation			

9. Rate should be inclusive of GST.
10. Bihar State Text Book Publishing Corporation Ltd. will follow the rules of Stores Purchase Preference Policy, 2002 Department of Industries, Govt. of Bihar, Patna.
11. The Managing Director, BSTBPC reserves the right to accept or reject (Fully/Partly) tender without assigning any reason thereof.

Managing Director,
Bihar State Text Book
Publishing Corporation Ltd.,
Budh Marg, Patna-800 001

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) or manual mode Demand Draft 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 tender closing date," till 14:00 hrs.

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. Bihar State Text Book Publishing Corporation Ltd. will follow the rules of Stores Purchase Preference Policy, 2002 Department of Industries, Govt. of Bihar, Patna.
10. 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.

SECTION II:
INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. Background

1.1 The Contract will be awarded from the date of issuance of work order.

- (i) The Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 are required to reach the District Head Quarters in Bihar within **30-days** from the date of signing of the work order.

2. Eligible Bidders

2.1 This Invitation for Bid is open to all Printers fulfilling Eligibility Criteria as mentioned in Bid document.

2.2 Any Bidder found ineligible or declared blacklisted or involved in any corrupt and fraudulent practice in the past shall be debarred from the tender process.

3. Cost of Bid

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.

TERMS AND CONDITIONS

1. The Bihar State Text Book Publishing Corporation Ltd (BSTBPCL) invites online Bids through e-tender from prospective Bidders for the printing (with paper) and Delivery of Adhigam Pratifa Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 at District Headquarters in Bihar.
2. The Bid document may be downloaded from the **Website** www.eproc.bihar.gov.in from **08.07.2019** (14.00 hours) 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 **till 15.00 hrs. on or before 30.07.2019** 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 bid will be announced later by Managing Director.
4. The rates must be quoted both in words and figures at in criteria. 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 Board resolution/ authorization letter/ Power of Attorney before Public Notary as the case may be must accompany the Technical bid documents.
6. The bid shall be submitted online through e-Procurement portal <https://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 **30.07.2019 till 14:00 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 Bidders have to print (with paper), and Supply at District Head quarters in Bihar. 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.

A. THE BID DOCUMENTS

A. PREPARATION OF BIDS

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 would also be in English language. Supporting documents furnished by the Bidder may be in Hindi language.

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) has to register itself on the e-Procurement portal <https://www.eproc.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 II or Class III digital certificate issued by a registered Certifying Authority, Government of India
- 2.3 In case of Partnership Firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of the partners of the firm.
- 2.4 In case of private limited company, public limited company, the Managing Director or any other person having designated authority to authorize a specific individual, has to authorize a specific individual through a authority letter/Board Resolution.
- 2.5 This authorized user shall be required to obtain a digital certificate.
- 2.6 The digital certificate issued to the authorized user of a partnership firm / private limited company/public limited company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.
- 2.7 To log on to the portal the Bidder is required to type his/her username and password. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- 2.8 The tender documents uploaded by the Tender Inviting Officer in the website <https://www.eproc.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. 5,600/- (Rs. Five Thousand Six Hundred only), will be paid through only by Demand Draft, Credit-Debit card, Internet banking or NEFT/RTGS.**
- 2.10 Required bid security in the form of bank Draft issued by any nationalized/scheduled bank must be uploaded with the technical bid. In shape of Hard Copy or to be Paid Through e-Payment Mode.
- 2.11 **In the E-Procurement Portal, Financial Bid Form-"B "is per Booklets rate for each package is available on the web portal. The Bidders have to fill Per Booklet rate in figures & in words for one package.**
- 2.12 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.

- 2.13 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.
- 2.14 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 2.15 The Bidder should check the system generated confirmation acknowledgement on the status of the submission.
- 2.16 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 2.17 For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
- 2.18 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.
- 2.19 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 2.20 SIGNING OF BID: The 'online Bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the Bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be Blocked and the Bidder is liable to be blacklisted.
- 2.21 SECURITY OF BID SUBMISSION: All bid documents uploaded by the Bidder to the portal will be encrypted.
- 2.22 **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 before the closing date. Once the bid is withdrawn, Bidder cannot participate in the tender.

3 Standard procedure to uploading bid:-

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

3.1 For Technical Bid Form 'A'

Scan all documents as per Technical tender information **Section-VII - Form "A"** separately. Scan & Upload all documents mentioned in Form "A" in PDF format.

3.2 For Financial Bid Form 'B'

The Bidders follow the guidelines given in ITB to fill up the Financial Bid. The Bidder shall quote the price in figures and in words at appropriate cell of financial bid form 'B'. The Bidders shall quote the rate per Booklet (including all Taxes).

Rates quoted in financial Bid for package shall include the cost of paper for Booklet (70 GSM Cream wove Text paper & 190 GSM Art Board Cover paper) as per technical specification (**Section-VI**) for Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 including all duties and taxes already paid or payable on components, printing Booklet / packing, raw material used for printing, printing inks, packing, handling, transportation etc, and all other sundry expenses (foreseen or unforeseen) in making available the Booklets at the destination points (District Head quarters in Bihar). The price quoted by the Bidder shall be fixed for the entire period of contract and no price variation is allowed on any account.

4 **Bid Security**

- 4.1 The Bidder shall furnish, as part of its bid, Bid Security of the total amount shown against package separately for Booklet as specified in the Schedule of Requirements in **Section-V**.
- 4.2 The Bid security is required to protect the BSTBPC against the risk of Bidder's conduct, which would warrant the forfeiture of Bid security.
- 4.3 The Bid security shall be in Indian Rupees and DD/Online payment issued by a Nationalized/Scheduled bank located in India.
- 4.4 Any Bid not secured in accordance with ITB **Clauses 8.** will be rejected by the BSTBPC as not technically eligible.
- 4.5 Bid security of the unsuccessful Bidders will be discharged/returned as promptly as possible.
- 4.6 The successful Bidder's Bid security will be discharged after the signing of the Contract and furnishing the Performance Security, pursuant to **ITB Clause 13.**
- 4.7 **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
- (ii) To furnish Performance Security in accordance with **ITB Clause 13.**

5 **Period of Validity of Bids**

- 5.1 Bids shall remain valid for **60 days** after the date of Bid opening prescribed by the BSTBPC. A bid valid for a shorter period shall be rejected by the BSTBPC as not technically eligible.
- 5.2 In exceptional circumstances, the BSTBPC may solicit the Bidder's consent to an extension of the period of validity. The request by the BSTBPC and the responses of Bidders thereto shall be made in writing. The Period of validity of the Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.
- 5.3 In the case of fixed price contracts, in the event that the BSTBPC requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the same as the bid price.

B. BID OPENING AND EVALUATION OF BIDS

6 Opening of Bids by the BSTBPC

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

7 Clarification of Bids

During evaluation of Bids, the BSTBPC 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.

8 Preliminary Examination (technical eligibility) and Technical Evaluation

- 8.1 The BSTBPC will examine the Bids to determine whether they are complete, properly signed and each page numbered and arranged in order according to the sequence..
- 8.2 After the opening of Technical Bid Form 'A' the Tender committee members and authorized officials of BSTBPC may go for site inspection of the setup at the Bidder's press. Only after the Bidder qualifies in the preliminary examination (technical eligibility) and technical evaluation, he becomes technically qualified for the financial bid evaluation.
- 8.3 The BSTBPC or his/her representative will have the right of site inspection of the Bidder's setup, anytime during the entire process of printing work of Booklets.
- 8.4 Prior to the financial evaluation, the BSTBPC will determine the technical eligibility and technical qualification of each Bid with reference to the Bid documents and criteria laid down for technical qualification. For the purpose of these Clauses, a technically eligible bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations.
- 8.5 Tender Committee, if finds it necessary, may call all those Bidders found eligible after preliminary examination of the bids for presentation of their technical bid so as to get absolute clarity on the point of technical eligibility of the Bidders.
- 8.6 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 Financial Evaluation

- 9.1 The Bids found technically qualified, after scrutiny and evaluation only shall be finally considered for Financial Evaluation.
- 9.2 The Financial Bid Form "B" of the technically qualified Bidder will be opened by the Tender committee.
- 9.3 Bidders or their authorized representatives, who choose to witness the opening of financial bids, would remain present during the opening of bids.
- 9.4 If there is a discrepancy between words and figures, the amount in words will prevail. If the Printer does not accept the correction of errors, its Bid will be rejected and Bid security may be forfeited.
- 9.5 **Award of Contract: Contract will be awarded as per CVC guidelines. Contract will be awarded to the Lowest Bidder (L1). If he fails to perform the contract, all his performance bank guarantee will be forfeited and the process for blacklisting of the firm will be initiated. If the L1 Bidder backs out then the package will be allotted to the next lowest Bidder.**

C. AWARD OF CONTRACT

10 BSTBPC right to vary Quantities at the Time of Award

The BSTBPC reserves the right at the time of Contract award to increase or decrease by up to ten (10) percent the quantity of Booklet and delivery thereof as originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. No time limits extensions would be allowed for supply if quantity will increase at the time of work order.

11 Notification of Award

The BSTBPC will notify the successful Bidder in writing that its Bid has been accepted.

- 11.1 The notification of award will constitute the formation of the Contract.
- 11.2 Upon the successful Bidder's furnishing of performance security pursuant to ITB, the BSTBPC will promptly notify each successful Bidder and will discharge its Bid security after signing of contract agreement, pursuant to ITB .
- 11.3 **If more than one bidder accepts the offer to do the printing work of that package on approved L-1 rate, the printing work will be allotted in order of L-2, L-3 and so on subject to fulfilment of other criteria, such as printing capacity etc.**
- 11.4 If L1 fails to perform the contract, the BSTBPC has the right to award the contract to L-2, L-3 and so on subject to fulfillment of other criteria, such as printing capacity etc.
- 11.5 In case, bidders willing to work on L-1 rate from other packages, in the interest of BSTBPC and timely completion of the contract, depending on the performance of the bidders, BSTBPC may allot the work to such bidders to facilitate the timely supply of books.

12 Signing of Contract

Within 03 (three) days of receipt of notification of award from the BSTBPC, the successful Bidder shall execute Contract (Format in Section-X), put his signature and date on the Contract and return it to the BSTBPC.

13 Performance Security

- 13.1 Within 03 (Three) days of the receipt of notification of award from the BSTBPC, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Performance Security Form (**Section-XI**) provided in the Bid documents or in another form acceptable to the BSTBPC.
- 13.2 Failure of the successful Bidder to comply with the requirement of **ITB Clause-4.7.** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

14 Corrupt or Fraudulent Practices

- 14.1 The BSTBPC requires that the Bidders/ Printer(s) observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BSTBPC:
 - (a) Defines, for the purposes of this provision, the terms set forth as follows:
 - (i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) **“Fraudulent practice”** means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the BSTBPC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BSTBPC of the benefits of free and fair competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, for being awarded Govt. contract, if it at any time determines that the Bidder(s)/Printer(s)/Firm(s) has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- (d) Further, all bidding documents and all contracts financed in whole or in part by the **Government** will have a clause permitting it to inspect the Bidders', suppliers' and contractors' accounts and records relating to the bid submission and contract performance of the Bidders, suppliers and contractors, and to have these accounts and records audited by the auditors appointed by **the C.A.G.**

SECTION III:
GENERAL CONDITIONS OF CONTRACT
(GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Standards

The Booklet printed under this Contract shall conform to the standards mentioned in the Technical Specifications mentioned in **Section VI**.

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

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

3. Performance Security

- 3.1 Within 03 (three) days of receipt of the notification of contract award, the Printer shall furnish Performance Security in the amount specified in the **SCC Clause-1 of Section IV**.
- 3.2 The proceeds of the performance security shall be payable to the BSTBPC as compensation for any loss resulting from the Printer's failure to complete its obligations under the Contract.
- 3.3 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee, issued by nationalized/ scheduled bank located in India, in the form provided in the Bid documents
- 3.4 The Performance Security will be discharged by the BSTBPC and returned to the Printer after successful completion of the period of Contract, including the warranty obligation, under the contract.

4. Inspections and Tests

- 4.1 The BSTBPC or its representative shall have the right to inspect and/or to test the Booklet to confirm their conformity to the Contract Specifications.
- 4.2 The BSTBPC right to inspect test and, where necessary, reject the Booklet shall in no way be limited or waived by reason of the Booklet having previously been inspected, tested and passed by the BSTBPC or its representative prior to the transportation.
- 4.3 Nothing in **GCC Clause 7** shall in any way relieve the Printer from any warranty or other obligations under this Contract.
- 4.4 05(five) copies of Booklet shall be presented to the BSTBPC, for approval before final dispatch to the destination-points without prejudice to any claim for extension of time for delivery.

- 4.5 All Booklets may also be subject to spot checks on delivery to the destination-points. For this purpose where considered necessary, samples of papers may be drawn and sent to Government Laboratory for carrying out the tests to conform its adherence to the laid down specification. If the Booklets fail to meet the laid down specifications, the Printer shall take immediate steps to remedy that deficiency or replace the defective Booklet to ensure to conform it to the technical specifications to the satisfaction of the BSTBPC.

5. Delivery and Documents

- 5.1 Delivery of Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 at the destination points should be strictly finished **within 30 days from the date of Agreement**. The terms specified by the BSTBPC in the Award of Contract should be strictly adhered to the Printer.
- 5.2 **The Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 shall printed and supplied at the destination points within 30 days from the date of agreement.**
- 5.3 Time is the essence of this contract. The time period has to be strictly followed by the bidder at any cost. No negligency shall be shown on the ground of delay at any cost.

6. Payment

- 6.1 **Payment of 100% of bill amount shall be paid after satisfactory completion of the total work order and successful completion of the contract period.**
- 6.2 **The Printer's request for payment shall be made to the MD BSTBPC in writing, accompanied by a District wise invoice describing, as appropriate, the Booklets delivered and the delivery performed at the concerned District Head quarters in Bihar, i.e. receipted challans and documents, submitted, and upon fulfillment of other obligations stipulated in the contract.**
- 6.3 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.
- 6.4 Payment shall be made in Indian Rupees.

7. Prices

Prices charged by the Printer for the Adhigam Pratifal (Booklet), under the Contract shall not vary from the prices quoted by the Printer in its Bid.

8. Penalty For delays:

Timely distribution/availability of Booklet. A penalty would be imposed for delayed supply. In case of extension in the delivery period with Liquidated Damages, the recovery shall be made on the basis of following percentage of deduction from the value of Booklets which the Bidder has failed to supply within scheduled delivery period,

i	Delay up to one week of the prescribed delivery period	0.5%
ii	Delay exceeding one week but not exceeding two weeks of the prescribed period.	1%
iii	Delay exceeding two weeks but not exceeding three weeks of the prescribed period.	1.5%
iv	Delay exceeding three weeks but not exceeding four weeks of the prescribed period	3.5%

Note: Delay exceeding four weeks of the prescribed period will attract additional penalty of 2% on weekly basis.

- 8.1 The Bidder's who failed to supply the Booklet after four weeks (without valid reason) of the due date of delivery shall be debarred from participating in future tenders of BSTBPC and shall be blacklisted and this decision of BSTBPC shall be communicated to other such Governments Agencies as BSTBPC may deem fit.

8.2 Penalty for Grammage and Deviation in Challan:-

Penalty for Grammage:

If the grammage of Text paper of the printed Booklet is found less than prescribed specification after lab test, penalty will be imposed as per less grammage. If grammage is less than 5% then 0.5% of the total contract value will be deducted as penalty in addition to above. Provision as per BIS Code IS 1848:2007 (Fourth Revision) +/- in grammage will be considered.

8.3 Penalty for Mistakes & Quality of Printing:

In case of mistakes in the printing of Booklet, the printer shall be liable to pay penalty at the rate of 0.25% of contract value of the concerned Booklets for every 5 (five) mistakes or part thereof. If the number of mistakes exceeds 20 (twenty) in a whole Booklet, then the Booklets shall be rejected.

The inferior quality of Booklet in terms of bad printing, binding shall attract a penalty in terms of deduction of 0.5% to 2% of the awarded contract value.

9. Termination for Default

9.1 The BSTBPC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Printer, terminate the Contract in whole or part terminate the contract of remaining work/ supply and may award the contract to any eligible Printer/Printers:

- (a) If the Printer fails to perform any other obligation(s) under the Contract.
- (b) If the Printer, in the Judgment of the BSTBPC has engaged in corrupt or fraudulent practices as defined in **clause 14** of ITB in competing for or in executing the Contract.

9.2 In the event the BSTBPC terminates the Contract in whole or in part, pursuant to GCC **Clause 10**, the BSTBPC may or may not release the performance security, wholly or partially, upon such terms and in such manner as it deems appropriate and the Printer shall be liable to the BSTBPC for acceptance of any such decision of the BSTBPC.

10. Settlement of Disputes

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

10.2 If, after thirty (30) days, the parties have failed to resolve the dispute or difference by such mutual consultation, then either the BSTBPC or the Printer may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

10.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given in accordance with this clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Booklet under the Contract.

10.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **GCC Clause-3 in Section-III**.

10.5 Notwithstanding any reference to arbitration herein the parties shall continue to perform their responsive obligations under the contract unless they otherwise agree.

10.6 All the disputes relating to the Bid will be subject to Patna jurisdiction.

11. Applicable Law

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

12. Taxes and Duties

Printer shall be entirely responsible for payment of all taxes, duties, license fees, e way bill, insurance etc., incurred until delivery to the destination-points (district Head quarters in Bihar) .

13. Packing

13.1 The Printer shall provide such packing of the Booklet as is required to prevent their loss or pilferage or damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, humidity, moisture and precipitation during transit and open storage. Packing size and weights shall take into consideration, where appropriate, the remoteness of final destination of the Booklet and the absence of heavy handling facilities at all points in transit.

Booklets	Centre stitching - 100 in per bundle with cross strapping.
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SECTION - IV
SPECIAL CONDITIONS OF CONTRACT
(SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Performance Security

- (i) **Within 3 (three) days from the date of receipt for Notification of Award to the printers, the Printer shall furnish Performance Security in the form of Bank Guarantee from a nationalized /scheduled bank to the BSTBPC for an amount of 5% (Five percent) of the contract value, valid up to 6 (six) months from the signing of the contract agreement.**
- (ii) Submission of forged Bank Guarantee shall lead to institution of Criminal Case as well as cancellation of contract and forfeit of the bid Security as well as blacklisted.

2. Inspection

The following inspection procedures are required by the BSTBPC:

(i) **Sample of paper-**

For Text paper of Booklet - 70 GSM white Creamwove paper & Cover - 190 GSM Art Board paper for Booklets. Text paper White Cream wove with Watermark of paper mill conforming to IS 1848:2007 or as latest amended.

- (ii) 5 copies of printed Booklet should be got approved by the Printer from BSTBPC before final dispatch without any claim for extension of time for delivery.
- (iii) If the Booklet fail to meet the laid down specifications, the Printer shall take immediate steps to remedy that deficiency or replace the defective Booklet to ensure to confirm it to the technical specifications to the satisfaction of the BSTBPC.

SECTION - V

SCHEDULE OF REQUIREMENT

SECTION - V

SCHEDULE OF REQUIREMENTS OF BSTBPC BOOKLETSS

Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4

Sl. No.	Name of Booklets	Size	Total No. of Leafs/Pages	Colour	Total No. of Booklets				
1	2	3	4	5	6				
1	Adhigam Pratifal Booklet for Class-I to V	A/4 Size (20.5X 27.9 Cms.)	Text - 24 pages and Cover-4 pages (approx)	Text one colour both side & Cover Four colour one side printing	2,82,435 (Two lac eighty-two thousand four hundred thirty-five) only				
2	Adhigam Pratifal Booklet for Class-VI to VIII	-do-	Text - 18 pages and Cover-4 pages (approx)	-do-	1,06,172 (One lac six thousand one hundred seventy-two)only				
3	Adhigam Pratifal Booklet for Class-I to VIII	-do-	Text - 42 pages and Cover-4 pages (approx)	-do-	10,000 (Ten thousand) only.				
<p>Binding of the Booklet must be done as per following prescription:-</p> <table border="1" style="margin-left: auto; margin-right: auto;"><thead><tr><th style="text-align: center;">Fabrication</th><th style="text-align: center;">Type of Binding</th></tr></thead><tbody><tr><td style="text-align: center;">Booklets</td><td>Centre stitching - 100 in per bundle with cross strapping.</td></tr></tbody></table>						Fabrication	Type of Binding	Booklets	Centre stitching - 100 in per bundle with cross strapping.
Fabrication	Type of Binding								
Booklets	Centre stitching - 100 in per bundle with cross strapping.								

SECTION VI:
TECHNICAL SPECIFICATIONS
AND
ELIGIBILITY CRITERIA

TECHNICAL SPECIFICATION FOR BSTBPC TEXT BOOKS

Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4

Sl. No.	Name of Booklets	Size	Total No. of Leafs/Pages	Colour	Total No. of
					Booklets
1	2	3	4	5	6
1	Adhigam Pratifal Booklet for Class-I to V	A/4 Size (20.5X 27.9 Cms.)	Text - 24 pages and Cover-4 pages (approx)	Text one colour both side & Cover Four colour one side printing	2,82,435 Two lac eighty-two thousand four hundred thirty-five only
2	Adhigam Pratifal Booklet for Class-VI to VIII	-do-	Text - 18 pages and Cover-4 pages (approx)	-do-	1,06,172 (One lac six thousand one hundred seventy-two)only
3	Adhigam Pratifal Booklet for Class-I to VIII	-do-	Text - 42 pages and Cover-4 pages (approx)	-do-	10,000 (Ten thousand) only.

Specifications for Printing, Packing and Supply of

Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4

1	Ink colour	Good quality Multicolor as per CD's of Booklets provided to be printed.
2	Type of printing process for Booklet Printing	Sheet / Web Offset printing process.
3	Printing Plates	The Printer shall use only good quality printing plates. Wherever soft copies are provided, the plate making shall be by CTP method and wherever positives are provided it shall be by using PS plates. Only good quality chemicals shall be used for the making of plates.

4	Printing Paper	<p>Printing paper would be procured by the Bidder himself.</p> <p>Each Bidder must submit, in the technical bid, the samples of the paper to be used for printing of Booklets.</p> <p>The Bidder would submit the willingness letter from the authorised person of the paper mill from where they intend to procure the paper for the printing of the Booklets. A Bidder may submit a minimum one sample for paper to be used for printing of paper. The paper mills, however, must be of the desired production capacity. Each sample of Text paper must contain five full sheets of the paper carrying of the paper mill and inscribed clearly on every sheet of sample paper (Text paper and Art Board paper), the details of the paper mill viz. seal of the paper mill, the signature of the authorized official of the paper mill, grammage of paper along with the seal and signature of the Bidder.</p> <p>Printing paper must be as per following specification:</p> <p>(a) 70 GSM white Creamwove paper & Cover -190 GSM Art Board paper for Booklets.</p> <p>(b) Specifications:</p> <table border="1" data-bbox="679 786 1401 1415"> <thead> <tr> <th>Sl.</th> <th>Specifications</th> <th>Text Paper For 70 GSM White Cream wove</th> <th>Cover Paper For 190 GSM Art Board</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Paper Grammage</td> <td>70 GSM</td> <td>190 GSM</td> </tr> <tr> <td>2</td> <td>Tensile Index Nm/g(Min.)</td> <td>CD-20 MD-30</td> <td>-</td> </tr> <tr> <td>3</td> <td>Brightness percent (Min.)</td> <td>77</td> <td>80</td> </tr> <tr> <td>4</td> <td>Opacity percent (Min.)</td> <td>80</td> <td>80</td> </tr> <tr> <td>5</td> <td>1 minute Cobb test (Max.) Average</td> <td>25</td> <td>25</td> </tr> <tr> <td>6</td> <td>Double Fold (Min.)</td> <td>CD – 10 MD – 15</td> <td>CD – 10 MD – 15</td> </tr> <tr> <td>7</td> <td>Wax Pick</td> <td>No pick on 10 A</td> <td>Min. 8A</td> </tr> <tr> <td>8</td> <td>Smoothness (Bendtsen) ml/mm (Max.)</td> <td>280</td> <td>75</td> </tr> <tr> <td>9</td> <td>Tear Index mN. m2/g (Min.)</td> <td>CD-4.0 MD-3.5</td> <td>CD-5.0 MD-4.0</td> </tr> <tr> <td>10</td> <td>Gloss Percent (Min.)</td> <td>-</td> <td>45 (Glazed side only)</td> </tr> </tbody> </table>	Sl.	Specifications	Text Paper For 70 GSM White Cream wove	Cover Paper For 190 GSM Art Board	1	Paper Grammage	70 GSM	190 GSM	2	Tensile Index Nm/g(Min.)	CD-20 MD-30	-	3	Brightness percent (Min.)	77	80	4	Opacity percent (Min.)	80	80	5	1 minute Cobb test (Max.) Average	25	25	6	Double Fold (Min.)	CD – 10 MD – 15	CD – 10 MD – 15	7	Wax Pick	No pick on 10 A	Min. 8A	8	Smoothness (Bendtsen) ml/mm (Max.)	280	75	9	Tear Index mN. m2/g (Min.)	CD-4.0 MD-3.5	CD-5.0 MD-4.0	10	Gloss Percent (Min.)	-	45 (Glazed side only)
Sl.	Specifications	Text Paper For 70 GSM White Cream wove	Cover Paper For 190 GSM Art Board																																											
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4	Opacity percent (Min.)	80	80																																											
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9	Tear Index mN. m2/g (Min.)	CD-4.0 MD-3.5	CD-5.0 MD-4.0																																											
10	Gloss Percent (Min.)	-	45 (Glazed side only)																																											
5	Inspection	Inspection procedure is indicated in special conditions of contract.																																												
6	Delivery	The Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 shall be delivered at District Headquarters in Bihar. Kindly see the Section-XVI of Bid Document for the details.																																												

Notes:

1. Sample of paper may be drawn and sent by the BSTBPC to a Govt. Laboratory for carrying out the tests to confirm its adherence to the laid down specifications, if required.
2. Bihar State Text Book Publishing Corporation Ltd. will provide to the Bidder CDs/Film/press copies of said Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 as provided by Bihar Shiksha Pariyojna Parishad, Patna. After completion of the job, the Bidders will have to return the CDs/Film/press copies to Bihar State Text Book Publishing Corporation Ltd, Patna.

ELIGIBILITY CRITERIA

To be considered eligible for participating in the bid process, the Bidder must meet the following minimum requirements.

- (a) The Printers must have been in operation for a minimum period of three years prior to the Bid submission date with an important part of its business being printing work of Books for Central/State Government/Public Sector undertakings/Government Enterprises/Govt. aided Institutions.
- (b) Average annual turnover of the Bidder in three years (i.e. 2015-16, 2016-17 & 2017-18) as per the audited financial account must not be less than for Rs. 40.00 (Rupees Forty Lacs).
- (c) The Bidder must submit financial audited accounts for the three years (2015-16, 2016-17 & 2017-18) demonstrating the soundness of his financial position and that it has the financial resources to perform the proposed contract.
- (d) The Bidder must furnish a certificate from nationalized/scheduled bank in support of his credit worthiness equal to (1) Rs. 25.00 Lacs (Twenty-Five Lacs Only) for package One, (2) Rs. 25.00 Lacs (Twenty-Five Lacs Only) for package Two (3) and Rs. 25.00 Lacs (Twenty-Five Lacs Only) for package Three for undertaking the proposed contract.
- (e) Bidder shall furnish the information of past supplies and satisfactory performance in the format given under **Section-XII**.
- (f) The Bidder shall furnish data to support the printing capacity per day or per month or per year to perform the contract and complete the supplies within the stipulated delivery period.
- (g) The Bidder must have premises equipped to acceptable standard, necessary to perform the functions required of it and must own the following facilities:

SI no	Category and the Description of the machinery prescribed	Quantity
Pre-Printing machinery		
1	Computer to Plate making plant with processor capable of making plates Double Demy / Double Crown , A-1 and such similar sizes or Plate exposing system with processor capable of making plates Double Demy / Double Crown , A-1 and such similar sizes	one unit
Printing machinery		
1	Four colour/Two colour Web offset /Sheet Offset machine for Booklet / any other superior quality machine with the capacity of two or four colour Sheet Fed / Web offset machines.	For Package-I to III-One unit
Binding and Finishing Machinery		
1	Stitching Machine	One Unit
2	Cutting Machine	One Unit
3	Strapping Machine	One Unit

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

- (h) Evidence of owning the above facilities must be upload with the Bid with copies of procurement documents as well as proof of owning, the necessary infrastructural facilities pursuant to **Section-XIII**.
- (i) **Machines taken on hire or lease will not be considered. Only owned machines will be considered for eligibility.**
- (j) Income Tax PAN must be submitted along with technical Bid.
- (k) An affidavit as per specimen given in **Section-XIV** to this effect on stamp paper worth Rs 1000/- (Rs. One thousand) must be submitted along with technical bid.
- (l) BSTBPC shall have right to accept/reject a proposal/bid failing to meet any one of the above mentioned eligibility criteria.
- (m) GST Registration Certificate and GST Returns of the last three month must be submit with technical bid.
- (n) A duly attested Affidavit & Declaration by the Bidder in the form specified for this purpose i.e. Section-XIV & Section-IX by a Notary to be submitted along with the bid.
- (o) Bid Security (EMD) for Package-I to III is given below:-

Details of Earnest Money Deposit

Pac kage No.	Name of work	Size	Paper Specifi cation	Text colour	Total No. of items	Tender Processing Fee (TPF) to be paid through Online Mode (Non-refundable)	Approximate estimated Total value of items (in Rupees)	Cost of Tender document (Non-refundable)	Earnest money (In Rupees)
1	2	2	3	4	5	6	7	8	9
1	Adhigam Pratifal Booklet for Class-I to V	A/4 Size (20.5X 27.9 Cms.)	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	2,82,435 (Two lac eighty-two thousand four hundred thirty-five) only	Rs. 1,180/- (Rupees One thousand One Hundred eighty) only	Rs. 28,03,773/- (Rupees Twenty eight lacs three thousand seven hundred seventy-three) only	Rs. 5,600/- (Rupees Five thousand six hundred) only	Rs. 56,100/- (Rupees Fifty-six thousand one hundred)only
2	Adhigam Pratifal Booklet for Class-VI to VIII	A/4 Size (20.5X 27.9 Cms.)	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	1,06,172 (One lac six thousand one hundred seventy-two) only				
3	Adhigam Pratifal Booklet for Class-I to VIII	A/4 Size (20.5X 27.9 Cms.)	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	10,000 (Ten thousand) only.				

SECTION – VII:
TECHNICAL BID INFORMATION
FORM "A"

Technical Bid Information - FORM "A"

The Bidder has to go through the Eligibility Criteria (**Section-VI**) 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 exactly scanned and uploaded in the following seriatim in **pdf** file on web portal:

S.N	Particulars	Information to be furnished by the Bidder	Document uploaded online (Yes/No)	Original document submitted (Yes/No)	Page No.
1	Full name & address of the Bidder (with Telephone/fax no. etc)				
2	Legal status, Place and date of Registration and principal place of business of the company or firm or association.				
3	EMD/Bid Security in the form of Demand Draft/Online e-payment submitted				
4	(a) Bid Security Amount				
	(b) Bank Demand Draft No. & date/ Online Payment Details				
	(c) E-payment				
	(d) Name of the Bank				
	(e) Name & address of branch with branch code no.				
	(f) Telephone/Fax No. of the Bank				
5	Whether the Press is in-operation for a minimum period of last 3 years. Please refer to Clause (a) of Section VI: Eligibility criteria.				
6	Year of establishment of the Press				
7	Year wise turnover for the last three years Please refer to Clause (b) of Section VI: Eligibility criteria.	(2015-16) Rs. (2016-17) Rs. (2017-18) Rs.			
8	Whether audited financial accounts for the last three years attached. Please refer to Clause (c) of Section VI: Eligibility criteria.				
9	(a) No. of P.S. Plate making Units with details				
	(b) No. Of Offset machines with details				
	(c) No. of Binding Machine with details				
	(d) Space for safe storage of paper and printed Booklet (specify space/area in Sq.ft.)				

S.N	Particulars	Information to be furnished by the Bidder	Document uploaded online (Yes/No)	Original document submitted (Yes/No)	Page No.
	(e) Total value of Buildings/Premises/ Machines etc. owned.	(i) Building Rs..... (ii) Premises Rs..... (iii) Machines Rs.....			
	(f) Details of Manpower (Give numbers)	(i) Skilled (ii) Semi skilled (iii) Unskilled (iv) Managerial & other staff			
10	Whether samples of Text 70 GSM white Creamwove paper with watermark & Cover - 190 GSM Art Board paper with name of the manufacturing paper mill submitted (online & offline). (As per Section VI Specifications for Printing, Packing and supply of Booklet point no. 4)				
11	Whether stamped affidavit duly completed & certified by Notary Public, submitted. Confirming the clause (k) & (n) of Section VI:- Eligibility Criteria. Attached.				
12	Whether all pages of the bid have been duly numbered.				
13	Whether the cost of Bid Document submitted or not (if yes, give details).	Demand Draft or Online Payment Mode			
14	Whether the GST Registration Certificate and copy of GST return of last three months submitted. Please refer to Clause (m) of Section VI: Eligibility criteria.				
15	Whether the copy of Income Tax PAN submitted. Please refer to Clause (j) of Section VI: Eligibility criteria.				
16	Credit Worthiness Certificate from Bank Please refer to Clause (d) of Section VI: Eligibility criteria.				

Signature of the authorized signatory

Full name & address of the Bidder with seal

SECTION VIII:
FINANCIAL BID FORM
FORM "B"

FINANCIAL BID - FORM-B
PROFORMA FOR PRICE BID (PART OF FINANCIAL BID)
PRINTING AND DELIVERY OF ADHIGAM PRATIFAL BOOKLET FOR CLASS-I TO V, CLA

Name of work	Size of Booklets	Specifications	Text colour	Total No. of Bookletss	Approximate estimated value of Bookletss (in Rupees)	Estimated Cost per Booklets (With Paper) Printing, and Delivery at District Headquarters in Bihar (in Rs.)	Rate per set Booklets (With Paper) Printing, and supply at District Headquarters in Bihar (in Rupees)	
							In Figures	In Words
1	2	3	4	5	6	7	8	9
1	Adhigam Pratifal Booklet for Class-I to V	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	2,82,435 (Two lac eighty-two thousand four hundred thirty-five) only	Rs. 28,03,773/- (Rupees Twenty eight lacs three thousand seven hundred seventy-three) only.	Rs. 6.00 per Booklet		
2	Adhigam Pratifal Booklet for Class-VI to VIII	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	1,06,172 (One lac six thousand one hundred seventy-two)only		Rs. 5.40 per Booklet		
3	Adhigam Pratifal Booklet for Class-I to VIII	Text Paper 70 GSM Cream wove & Cover 190 GSM Art Board paper	Text one colour both side & Cover Four colour one side printing	10,000 (Ten thousand) only.		Rs. 9.60 per Booklet		

Signature of Bidder

Name

Business address

Contact No.

E-mail address:

Place: Date:

BID FORM

Date:

Bid Reference/Invitation for Bid (IFB) No:

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 and Delivery of Adhigam Pratifa Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 (with paper) at district headquarters in Bihar.

Dear Sir,

I/We.....

.....am/are submitting herewith my/our bid for printing, binding, packing and supply of Booklets. My/Our rates are quoted in the price Bid **(Form-B)** which is part of Financial Bid.

1. I/We have carefully read the conditions laid down for the bid and the contract and in case my /ours rates are approved and work is allotted to me/us, I/We hereby agree to abide by all of them. The conditions attached to the Bid form have been signed by me/us in token of their acceptance.
2. I/We hereby also agree to carry out faithfully, all other instructions from you which are not contrary to any of the terms and conditions of the contract, or which do not put me/us to any additional financial burden beyond what is implied by the terms of the contract.
3. Demand Draft No..... dated..... for Rs.....(Rupees.....) of Bank Name..... in favour of the Bihar State Text Book Publishing Corporation Ltd, Patna is attached herewith..
4. 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 /
Managing Director with Rubber Seal of
the Firm/company)

SECTION - IX:
DECLARATION BY BIDDER

In response to the bid document for Printing (with paper), Binding & Supply of Adhigam Pratifal Booklet for Class-I to V, Class-VI to VIII & Class-I to VIII size-A/4 (with paper) at district headquarters in Bihar. I/We do hereby declare that I/We is/are Proprietor/partner/Director/MD of the firm / Company 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. The firm possesses sufficient godown space for safe storage of paper required for the printing of the books and storage of printed material.
5. That my/our firm have not been blacklisted / debarred by any Government department/Agencies/undertakings nor any such action is in process against the firm. That presently no kind of litigation is pending against the firm/ Company/proprietor/partners/directors and also no kind of dispute or difference between the Bihar State Text Book Publishing Corp. Ltd. and Bidder relating to any matter is pending.

Signature.

VERIFICATION

I/We do hereby verify that the contents of Para 1 to 5 of the declaration made by we/us are correct and believed to be true. Hence I/We have verified and signed on the day of2019 at.....

Witness:

- | | | |
|----|-------------------------------|-------------------------------|
| 1. | Signature
Name and address | Signature &
Seal of Bidder |
| 2. | Signature
Name & Address. | |

SECTION - X:
CONTRACT / AGREEMENT FORM

THIS AGREEMENT made theday of....., 2019 between Bihar State Text Book Publishing Corporation Limited, Pathya Pustak Bhawan, Budha Marg, Patna-800 001 (hereinafter "the Corporation ") of the one part and (Name of Printer) of (City of Printer) (hereinafter called "the Printer") of the other part :

WHEREAS the Corporation is desirous that certain services viz., (Brief Description of Services) and has accepted a bid by the Printer for the supply of 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 Proforma for Price bid submitted by the Bidder;
 - (b) the Description of works ;
 - (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 Booklets and services which shall be supplied / provided by the Printer are as under:

SL. NO.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	No. OF BOOKLETS	PER BOOKLETS PRICE	PER BOOKLETS 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)

SECTION -XI :
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,.....2019 for Printing, Binding & Supply
of.....
.....(Description of Books and Binding) hereinafter
called "the Contract".

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

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

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

This guarantee is valid until theday of.....2019

Signature and Seal of Guarantors.....
.....
.....

Date.....2019

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

SECTION - XII:
PERFORMANCE STATEMENT

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

Name of the Firm

Financial Year

Order placed by (Full address of Purchaser)	Order No. & Date	Description & quantity of ordered Booklets	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

SECTION – XIII :

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE PRINTER

BID NO.DATE OF OPENING :

NAME OF THE BIDDER.....

(Note: All details should relate to the Printer for the items offered for supply)

1. Name & full address of the Printer
2. (a) Telephone & Fax No. Office/Factory/Works
(b) Telex No. Office/Factory/Works
(c) Telegraphic address:
3. Location of the Printing Press
4. Details of Industrial License, where ever required as per statutory regulations
5. Details of important Plant & Machinery functioning in each department (Monographs & description Booklets be supplied if available)
6. Details of the process of Printing in the Press
7. Details & stocks of raw materials held
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
 - 8.1 Normal
 - 8.2 Maximum
9. Details of staff
 - 10.1 Details of technical supervisory staff in charge of production & quality control
 - 10.2 Skilled labour employed
 - 10.3 Unskilled labour employed
 - 10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
10. Is the Printer registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....
Signature and seal of the Printer

SECTION – XIV :

AFFIDAVIT

I/We.....S/o.....
.. aged.....Proprietor/ Partners/ Managing Director of M/s.....
.....and having my registered/ corporate office at
..... do
hereby solemnly affirm and declare as under:

1. That all the machinery and equipment as listed below have been purchased by me/us,
and are possessed by me/us in the name of
M/s.....
.....

PLATE MAKING / CTP

Sr. No.	Unit	Name of Machines	Size	Make	Model (year of manufacture)
1	2	3	4	5	6

That the aforesaid binding machines are installed at (address)
.....
.....

SHEET-FED OFFSET PRINTING MACHINES

Sr. No.	Unit	Name of Machines	Size	Colour	Make	Model (year of manufacture)
1	2	3	4	5	6	7

That the aforesaid printing machines are installed at (addresses)

Unit-I

Unit-II

Unit-III

WEB OFFSET PRINTING MACHINES

Sr. No.	Unit	Name of Machines	Size	Colour	Make	Model (year of manufacture)
1	2	3	4	5	6	7

That the aforesaid printing machines are installed at (addresses)

Unit-I

Unit-II

Unit-III

BINDING MACHINES

- 1. No. of Cutting Machines Size(s)
- 2. No. of Stitching Machines Single Staple Double
- 3. Strip packing machines

Unit-I

Unit-II

Unit-III

Power Generator installed at (address)

.....

DEPONENT

VERIFICATION

Verified on this.....day of.....2019 at that

I/We.....S/o.....

..... Prop./Partners/Managing Director of

M/s..... (address)

.....that all the information stated above is true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom..

Deponent

SECTION – XV:
PROFORMA OF CHALLAN

(Name and address of the Bidder)

Work order No:.....

Challans no:

Date:

Name of the Districts.....

Name of Block.....

Sl. No.	Name of the Booklets ordered	No. of Booklets received	Date of Receiving	Remarks

Note:

- a. Challans will be printed in A4 Size only for maintaining the uniformity.

Signature of:

Representative of Supplier

Full Name.....

Date.....

Mobile No:.....

Signature & stamp of:

BSTBPC Godown, Patna

Full Name.....

Date.....

Mobile No:.....

SECTION XVI:
DISTRICTWISE REQUIREMENT OF ADHIGAM
PRATIFAL ADHIGAM PRATIFAL BOOKLET FOR CLASS-I
TO V, CLASS-VI TO VIII & CLASS-I TO VIII SIZE-A/4
(WITH PAPER) AT DISTRICT HEADQUARTERS IN BIHAR

BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD., PATNA.
REQUISITION FOR LEARNING OUTCOMES BOOKLETS FOR PRIMARY & MIDDLE SCHOOLS
TEACHERS & BRC/CRC (2017-18)

SL	DISTRICT	LEARNING OUTCOMES BOOKLET FOR CLASS I - V (NO OF TEACHERS)	LEARNING OUTCOMES BOOKLET FOR CLASS VI - VIII (NO OF TEACHERS)	LEARNING OUTCOMES BOOKLET FOR CLASS I - VIII (FOR DISTRICT/ BEO/BRP/CRCC)
1	2	3	4	5
1	Araria	7655	2195	191
2	Arwal	2690	791	76
3	Aurangabad	6488	2976	237
4	Banka	4037	2498	220
5	Begusarai	9719	4452	222
6	Bhagalpur	7593	3395	235
7	Bhojpur	7241	3649	230
8	Buxar	4735	2050	154
9	Darbhangha	10123	4223	282
10	E. Champaran	14461	3439	376
11	Gaya	9586	5337	363
12	Gopalganj	8093	3201	208
13	Jamui	5516	1863	198
14	Jehanabad	3619	1731	113
15	Kaimur	4682	1759	159
16	Katihar	8849	2918	240
17	Khagria	4884	1631	131

18	Kishanganj	5935	1010	167
19	Lakhisarai	2909	1092	104
20	Madhepura	6298	2059	190
21	Madhubani	12821	3060	340
22	Munger	3574	1661	141
23	Muzaffarpur	11905	4253	332
24	Nalanda	9185	3224	282
25	Nawada	6779	2516	203
26	Patna (Rural)	9254	4342	330
27	Patna (Urban)	1256	469	61
28	Purnea	8636	2214	253
29	Rohtas	7639	3769	291
30	Saharsa	7168	2077	165
31	Samastipur	13079	4611	292
32	Saran	10843	3617	300
33	Sheikhpura	1293	960	81
34	Sheohar	1532	632	69
35	Sitamarhi	8240	3325	252
36	Siwan	9656	4246	262
37	Supaul	6775	1735	197
38	Vaishali	7748	4381	261
39	W. Champaran	9939	2811	280
Total		282435	106172	8488
STATE OFFICE		0	0	1512
GRAND TOTAL		282435	106172	10000



Government of Bihar

Stores Purchase Preference Policy 2002

Department of Industries,
Government of Bihar,
Patna

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Sl.	SUBJECT	PAGE NO.
1.	LETTER NO. 2458 DATED 14.06.2003 OF DEPARTMENT OF INDUSTRIES, GOVT. OF BIHAR.	01
2.	STORES PURCHASE PREFERENCE POLICY- 2002.	02-10
3.	NOTIFICATION NO. 173 f (2) DATED 05.03.2003 OF FINANCE DEPARTMENT, GOVT. OF BIHAR TO AMEND THE BIHAR FINANCE RULE.	11-19

**Government of Bihar
Department of Industries**

Letter No. 2458 Patna, dated - 14th June, 2003

From,

Ashok Kumar,
Secretary.

To,

All Secretaries/Heads of Department.
All Divisional Commissioners.
All District Magistrates.

Sir,

A Copy of the english version of "**Stores Purchase Preference Policy, 2002**", Government of Bihar is enclosed.

The authentic Policy is in Hindi which has been issued vide Government Resolution bearing this Department's memo no. 3514 dated 28.09.2002.

Yours Faithfully,


14/6/2003

(Ashok Kumar)

Secretary,
Department of Industries,
Bihar, Patna.

ENGLISH VERSION

Government Of Bihar
STORES PURCHASE PREFERENCE POLICY - 2002
Department of Industries

RESOLUTION

Subject : Stores Purchase Preference Policy - 2002.

1. Whereas industry in general, and the cottage and the small industry in particular contribute significantly to the national and state economies by providing enormous employment opportunities to the people, both the Central and State govt. have adopted policies to promote and nurture them, hence on the pattern of the national and other state govts., the Govt. of Bihar too, as early as in July 1956, decided and directed all state controlled bodies to accord priority and price preference in Govt. purchases of stores manufactured by the cottage and small industries located within the state. Certain directions were issued by the deptt. of industries, Govt. of Bihar vide resolution nos. 726 and 7285 dated 30 July 1956 and 6 June 1984 respectively regarding such priority and price preference. The experience assimilated over the decades reveals that the relevant directions of the existing "Stores

(2)

"Purchase Preference Rules" need to be modified to make them more effective so that the desired objective can be achieved. The State Govt. has also decided to extend priority/price preference to stores produced by the medium/large industries of the state vis-à-vis the products of industries located outside the state.

2. Accordingly it has been resolved that following concessions shall be given with immediate effect to the industries located in the State of Bihar in purchase of stores by all Govt. deptts./Corporations/Board/Authorities/autonomous institutions, and all the following provisions shall apply :-

2.1 In order to obviate any loss to local industries arising out of tax differences prevailing in other states as well as to ensure uniform tax compliance, in all the tenders called by each Govt. deptt. there will be a mandatory provision that units located in Bihar or Corporate offices' local agent/authorized dealer of the manufacturing units located outside the State and registered with the Commercial Taxes deptt. Bihar only can participate.

NOTE : "Units situated in the State" means such units that are located and registered in the state of Bihar."

(3)

2.2 All the Govt. departments/Corporations/Boards/Authorities/and autonomous institutions in the purchase of stores shall accord:

(i) a maximum of 2% price preference to the stores produced by medium/large units (including public sector enterprises) vis-à-vis stores manufactured by medium/large units located outside the state of Bihar; and

(ii) a maximum of 7% price preference to the stores produced by operative small units permanently registered in Bihar, including the stores produced by Public Undertakings/Corporations/Khadi Board as compared to the stores produced by small/medium and large units located outside the state of Bihar.

2.3 If the quotations of two or more small units located within the state or their quotations are identical, the purchase orders shall be proportionately divided amongst the participating units in accordance with their production capacities.

2.4.1 All quotations/tenders must be submitted on FOR destination basis inclusive of all local taxes.

2.4.2 Subject to the provisions mentioned above,

(4)

whenever stores are purchased from units located outside the state, the supply against such purchase orders shall be executed only through their local branches/agents/authorized dealer and it will be ascertained that all the applicable taxes of the state have been paid.

2.4.3. After completion of the supply, while making payment the purchasing department shall ensure that the supplier has paid all the commercial taxes and send a confirmation to this effect to the Commercial Taxes Deptt.

2.4.4. It is resolved that only price preference shall be accorded in processing tenders and placement of purchase orders for stores produced by local units. There shall be no relief or compromise in the quality of stores and the schedule of supply.

2.5. Separate registration under the "Stores purchase preference policy" shall no longer be required and such practice be deemed as abolished. All the units in production located in the State and having permanent registration shall be eligible for benefits under this policy in respect of the items of their registration.

2.6 While according price preference to local units, it would also be in the interest of the state to ensure that

(5)

the stores are purchased only from those units which conform to prevalent national Standard/Recognized Standard of quality. Hence all tenders shall have an imperative condition that the quality of stores to be supplied must be in total conformity with the specifications laid down for the item by the national/international standard organizations (i.e. ISO/ISI/Agmark etc.). The tenders must also incorporate a condition that technical tenders and financial tenders shall be received in separate envelopes and firstly the envelopes containing technical tenders be opened and processed and only in the cases where they are acceptable/admissible as per corresponding terms of tenders, the accompanying financial quotation of the competing supplier shall be opened for consideration and finalization.

2.7. For the purpose of Govt. contracts, the small industrial units located in the State of Bihar will not be required to deposit 'earnest money'. However, they will have to deposit only 20% of the general security amount. After obtaining the purchase orders the units which fail to supply as per conditions laid down, actions will be taken for their black listing.

2.8. Each department/Corporation/Board/ Authority/Autonomous institution will constitute purchase committee at district level upon whose recommendation the concerned authority will finalize purchases.

2.9 Unless otherwise decided at the appropriate level in the interest of the work the purchasing department shall allow to the small industrial units a minimum period of 30 days from the receipt of the order to deliver the ordered items.

2.10 A copy of the order for purchase shall promptly be made available to the Department of Industries while another shall be prominently displayed upon the Notice Board of the purchasing department.

2.11.A In case any tenderer has a grievance against the whole or part of the decision of any Department/ Authority calling for tenders, he/she may file an objection in two copies within 10 days of the notification of the order for purchase on the Notice Board of the concerned Deptt., by remitting a non-refundable fee of Rs. 500 and an earnest money of Rs. 1000 along with an affidavit before the Appellate Committee for redress.

The Appellate Committee shall be constituted as follows:

(7)

(1) Industrial Development Commissioner/Secretary Industries - Chairman

(2) A senior officer nominated by Finance Deptt. - Member

(3) A senior officer nominated by the concerned Deptt./ Board/Authority, etc: calling tender - Member

(4) A technical expert of the tendered item (to be nominated by the Chariman) - Member

(5) Director, Technical Development, Deptt. of Industry. - Member-Secretary

2.11.B The decision of the Appellate Committee will be conveyed to the concerned Deptt. Corporation/ Board/Autonomous institution/Authority after approval of the Minister for Industry and the decision will be final and the concerned Deptt./Corporation shall ensure its implementation.

2.12.A The Industries Deptt. expects each Deptt./ Corporation/Board/Authority/Autonomous Institution to keep it informed about their recurring requirement of the stores on an annual basis so that the deptt.

disseminating the information among existing industries enabling them to produce those items as well as to establish and promote new units to cater to the need.

2.12.B In the first month of the financial year each Deptt./Corporation/Board/Authority/Autonomous institution shall make available to the industries deptt. the details, including the quantity/quality/price, of the stores purchased from industries located outside the state, especially those items purchased in the previous year, so that the deptt. may make efforts for their production in the State itself. In case of any alteration the information already sent will be promptly communicated by the Deptt. to the Deptt. of Industries.

2.12.C The Industries Deptt. shall prepare every year a directory of the small/medium and large industries depicting their in the installed capacities of those units.

2.13. For the solution of any particular difficulty arising out during the implementation of these policies the Industries Deptt. will make a decision with prior permission in concurrence of the Finance Deptt. and communicate to the concerned offices/persons and that shall be final.

2.14. To implemet the above mentioned provisions with immediate effect all the controlling administrative departments will issue necessary and formal directions to the Corporations/Boards/Authority/Autonomous Institutions.

3 From the date of notification of this order, all previous notifications issued on this subject including "Bihar Purchase Preference Rules, 1975" (as amended from time to time) shall deemed to be repealed.

ORDER : It is ordered that a copy of this resolution be published in the extraordinary issue of Bihar Gazette and copies be sent for information and necessary action to all Departmental Heads/Corporations/Boards/Authorities/Autonomous Institutions/concerned offices/All Commissioners/All District Magistrates/All Deputy Development Commissioners.

By the order of the Governor of Bihar,

Sd/-

Ashok Kumar

Secretary

Department of Industries, Bihar, Patna.

Government of Bihar
FINANCE DEPARTMENT

Notifications

S.No..... Patna -15, dated.....

Where as a resolution has been issued by the Industry Department under memo no. 3514 dated 28.09.2002 regarding the 'Stores Purchase Preference Policy, - 2002. In which it has been decided to give certain concessions with immediate effect to industries located in the State of Bihar for purchases of articles by all Departments/Corporations/Authorities/Boards/Autonomous Institutions, resulting of that it is required to amend the Preamble of Appendix - 8, rule - 2 of Appendix - 8 and rule - 129 of Bihar Financial Rules. Now, Therefore, in exercise of the powers conferred under sub sections (1) and 3 of The Bihar Finance Act, 1981. The State Government of Bihar make The Following The Bihar Finance (Amendment) Rules 2002 to amend the Bihar Finance Rules:-

The Bihar Finance (amendment) Rules, 2002

1. Short title, extent and commencement :

(11)

- (a) These rules may be called The Bihar Finance (Amendment) Rules, 2002.
 - (b) It shall extend to the whole of the state of Bihar.
 - (c) It shall come in to force at once.
2. Substitution of Preamble of Appendix 8 of The Bihar Finance Rules :-

Preamble of Appendix 8 of the The finance Rules shall be substituted by the following :-

"The purchase of articles required for State Services be made in such a way as to encourage the development of industries of Bihar consistent with economy and efficiency. For this, in consonance with the Store Purchase Preference policy, 2002 of the Department of Industries, maximum 2 (two) percent price preference will be given to the articles produced by the large/medium industries (including Public Sector Undertakings) located and registered in the State over the articles produced by the large/medium Industries located outside the State of Bihar in purchase of articles to be made by all the departments of the State Government Corporations/Boards/ Authorities and Autonomous Institutions of the State. Similarly, 7 (seven) percent price preference will be given

to the article produced by the small scale units located and permanently registered in the State of Bihar over the articles produced by the small/medium/large Industries located outside the State. While giving price preference, it must be ascertained that purchases are made from such units which are maintaining prevalent/recognized standard of quality at the national level."

3. **Substitution of Rule 2 of Appendix 8 of The Bihar Finance Rule :-**

Rule 2 of Appendix 8 of The Bihar Finance Rules shall be substituted by the Following :-

"Where the purchase is proposed for not more than Rs. 20,000/- (twenty thousand), such purchases may be decided on the basis of Price list received from the unit located in India. In all other cases (except the specified exceptions mentioned in the rules below) tenders shall be invited for all purchases. It will be provided in every tender that only the Industrial units of Bihar and such corporate offices/local offices, agents, authorized dealers of producing units of outside state, which are registered under commercial taxes of the Bihar State may participate in the tender.

Except in the cases of purchase of articles of

general use from the local market, e.g. Stationery etc. tenders will be invited in the duplicate envelope system. Technical and Financial bids shall be received in separate sealed covers. In any particular case if there is any doubt about application of duplicate envelope system, the decision of the Department of Industries will be final in such a case. The technical standards (e.g. I.S.I., I.S.O., Agmark, etc.) required for the participants of the tender shall be mentioned in the tender and the Financial tender of only those units shall be opened whose technical tenders are found to be consistent with the technical standards. The small scale units situated in Bihar shall not be liable to deposit earnest money for the government purchases. They will have to deposit only 20 percent of the amount of general security. However, after receiving the purchase order, if they fail to supply the articles, without any appropriate reason, they will be blacklisted as per procedure laid down.

Articles so purchased shall be subject to inspection before acceptance and articles for which specifications or tests or both have been prescribed by the purchasing officer shall be required to conform to such specifications and only after that the articles shall be received."

4. **Amendment of Rule 129 of The Bihar Finance Rules:-**

"After The words of The First sentence Purchase must be made in the most economical manner in accordance with the definite requirements of the public service" used in the rule 129 of the Bihar Financial Rules The following sentence shall be inserted :

"Preference in value, in the context of Store Purchase preference Policy, 2002 may be given to the extent (percentage) mentioned in the preamble of the Appendix-8."

5. **Addition of clause (a) (b) and (c) in sub rule 6 of Rule 30 of The Bihar Finance Rules :-**

The following clauses (a), (b) and (c) shall be added in sub rule (vi) of rule 30 of the Bihar Finance Rules:-

- (a) Whenever, tender is invited for any work and single tender is received, immediately second tender should be invited.
- (b) If after second invitation also single tender is received, that will be decided by the authority just above the rank of the competent authority.
- (c) All cases of relating to purchase of articles/store/

printing work from any particulars company/Firm/ Printing Press on the basis of nomination shall be palced before the council of ministers through memorandum by the concerned administrative department after obtaining the consent of the Finance Department and stating there in full justification of the proposal. The purchase/printing shall be made only after the sanction of the Council of Ministers.

6. Addition of clause (a), (b), (c) and (d) in the Rule 234 of Bihar Financial Rules :-

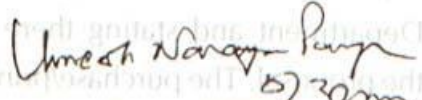
For work Department the following clauses shall be added in Rule 234 of The Bihar Financial Rules :-

- (a) Whenever tender is invited for any work and single tender is received either on scheduled rate or on the rate higher or lower than that, immediately second tender should be invited.
- (b) If after second invitation more than one tenders are received or single tender is received on scheduled rate or on the rate lower than that, that will be decided by the competent authority itself.
- (c) If after second invitation single tender is received on the rate higher than the scheduled rate, that should be decided by the tender execution authority one level

higher than the Competent Authority.

(d) This procedure should be made applicable for all the works Departments.

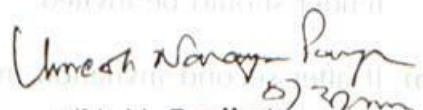
By the order of Governor, Bihar


(U. N. Panjiar)

Commissioner and Secretary
Finance Department

Memo No. 1731 A(2) Patna, dated ...5.12.03.

Copy forwarded to the Superintendent, Government Press, Patna for publication in extraordinary issue of Bihar Gazette. It is also requested to him to make arrangement for providing 500 copies of the gazette published.

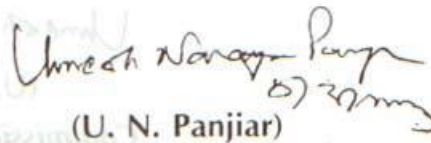

(U. N. Panjiar)

Commissioner and Secretary
Finance Department

Memo No. 1731 A(2) Patna, dated ...5.12.03.

Copy forwarded to Chief Secretary, Bihar/

Principal Secretary to Chief Minister/Development Commissioner/Secretary, Cabinet and Co-ordination Department/Commissioner, Commercial Taxes Department/all Area Development Authorities/Chairman, Bihar State Electricity Board/Resident Commissioner, Bihar Bhawan, New Delhi/All Commissioner and Secretaries/All Secretaries/All Divisional Commissioner/All District Magistrates/All Deputy Development Commissioner/All District Development Commissioner/All Regional Industrial Directorates/General Manager, District Industries Centre/Director, Handloom and Sericulture/Director, Small Industry Service Institute, Patna/Muzaffarpur for information and necessary action.



(U. N. Panjiar)

Commissioner and Secretary

Finance Department

Memo No. 1731 2(2) Patna, dated ...5/10/03..

Copy forwarded to all officers concerned for information and necessary action.

Umesh Narayan Panjiar
5/10/03

(U. N. Panjiar)

Commissioner and Secretary

Finance Department

Memo No. 1731 2(2) Patna, dated ...5/10/03..

Copy forwarded to Principal A.G. Bihar & Jharkhand Ranchi/A.G Patna for information and necessary action.

Umesh Narayan Panjiar
5/10/03

(U. N. Panjiar)

Commissioner and Secretary

Finance Department