



BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.

Bid Document for
Printing (with paper), Binding, Packing and
Supply of History Books of Maulana Abul
Kalam Azad Life for Class-V to XII at
District Head Quarters in Bihar.

Issued by:-

Managing Director

Bihar State Text Book Publishing Corporation Ltd

Pathya Pustak Bhawan, Budh Marg, Patna – 800 001

Phone: 2221975 Fax: 0612-2236388

Email: textbookmd@gmail.com

SECTION - I:**Bihar State Text Book Publishing Corporation Ltd.**

Pathya Pustak Bhawan, Budh Marg, Patna-800001

INVITATION FOR BIDS (IFB)To,
M/s _____

Bihar State Text Book Publishing Corporation Limited invites Bids through Limited Tender Enquiry from eligible empanelled and shortlisted Printers for the Printing (with paper) Binding, Packing and Supply of History Books of Maulana Abul Kalam Azad Life for Class-V to XII at District Head Quarters in Bihar. Bidders are requested to refer the bid document for detail of scope, estimated cost, other relevant statutory cost and nature of printing works.

The tentative dates are given hereunder:

1	Name of the work	Printing (with paper) Binding, Packing and Supply of History Books of Maulana Abul Kalam Azad Life for Class-V to XII at District Head Quarters in Bihar
2	Tender Notice No	BSTBPC / Limited Tender/History Book of Azad/2019/____ dtd
3	Tender Fee/EMD	1) Tender Document Fee (Non Refundable): Rs 5,900/- (Rupees Five Thousand & Nine Hundred Only) in Cash or DD 2) EMD (Refundable): Rs. 57,000/- (Rupees Fifty-Seven Thousand Only) in the form of Demand Draft in the name of Bihar State Text Book Publishing Corporation Ltd., Payable at Patna.
4	Date of Issue of Tender	24/10/2019, 11:00 Hrs
5	Last Date and time for receipt of Tender	30/10/2019, 14:00 Hrs in offline mode.
6	Time and date for opening of tender	30/10/2019, 15:00 Hrs
7	Place of Opening of Tender	Conference Hall, Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-1
8	Availability of Bid Document	May be downloaded from the Website https://www.bstbpc.gov.in)
9	Address for Communication	Managing Director, Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-1
10	Email ID	textbookmd@gmail.com
11	Contact Details	0612- 2221975
12	Mode of Tender	Offline

Managing Director

Bihar State Text Book Publishing Corporation Limited

INSTRUCTION TO BIDDERS

A) SPECIAL ATTENTION FOR BIDDERS

- (i) The Contract will be awarded from the date of issuance of work order.
- (ii) The required Binding, Packing and Supply of History Book of Maulana Abul Kalam Azad Life for Class-V to XII are required to reach the office of BSTBPCL within **30-days** or as directed by the management from the date of signing of the work order.
- (iii) This Invitation for Bid is open to all Printers fulfilling Eligibility Criteria as mentioned in Bid document. 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.
- (iv) The Bidder shall bear all costs associated with the preparation and submission of its Bid and Bihar State Text Book Publishing Corporation Ltd. will in no case be responsible or liable for these costs, irrespective of the conduct or outcome of the Bid process.
- (v) The Bid document may be downloaded from the www.bstbpc.gov.in from 24/10/2019 at 11:00 Hrs.
- (vi) Bids complete in all respects - both Technical Bid and Financial Bid along with required supporting documents/annexures as per Bid document must be submitted offline **till 14.00 hrs. on or before 30.10.2019**. The TECHNICAL BID of all the Bidders will be opened offline. The **FINANCIAL BID** of those Bidders whose **TECHNICAL BID** does not fulfill the criteria / eligibility / requirements of Bid Documents shall not be opened. The Financial Bid of only technically qualified bidders shall be opened. Date of opening of financial bid will be announced later by Managing Director.
- (vii) 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.
- (viii) The bid document must be digitally signed by person fully and duly authorized to sign as declared in the bid. The bidder are requested to submit the proof of authorization in the form of Board resolution/ authorization letter/ Power of Attorney before Public Notary as the case may be in the Technical bid documents.
- (ix) The bid shall be submitted offline.
- (x) **Earnest Money Deposit can either be paid 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 needs to be submitted on or before 30/10/2019 till 14:00 hrs as per bid document. The bidders claiming for EMD waiver must submit the relevant paper clearly readable in hard copy within the time as stipulated above, failing of which the technical bid shall not be opened. This clause shall be strictly followed.**
- (xi) The bid should not be conditional and inconsistent with the terms and conditions of the prescribed bid document for the purpose.
- (xii) The successful Bidders have to print (with paper), and Supply at District Head Quarter in Bihar. Contravention to this shall result in rejection of the submitted bid.
- (xiii) Bidder who authorizes more than one person on its behalf for Bid Processing, shall result in rejection of the bid.

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. 75.00 Lakhs (Rupees Seventy Lakhs) only. 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.
- (c) The Bidder must furnish a certificate from nationalized/scheduled bank in support of his credit worthiness equal to Rs. 50.00 Lacs (Fifty Lacs) for entire Contract for undertaking the proposed Job.
- (d) Copy of Income Tax PAN must be submitted along with technical Bid.
- (e) 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.
- (f) BSTBPC shall have right to accept/reject a proposal/bid failing to meet any one of the above mentioned eligibility criteria.
- (g) Copy of GST Registration Certificate must be submitted with technical bid.
- (h) 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.

B 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 and printed literature furnished by the Bidder may be in another language but the same also needs to be translated in English except Hindi.

2.

2.1 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 Bid Security

- 3.1 The Bid security is required to protect the BSTBPC against the risk of Bidder's conduct, which would warrant the forfeiture of Bid security.
- 3.2 The Bid security shall be in Indian Rupees and DD issued by the Nationalized/Scheduled bank located in India.
- 3.3 Any Bid not secured by EMD/Exempted Certificate will be rejected by the BSTBPC administration deemed as technically ineligible.
- 3.4 Bid security of the unsuccessful Bidders will be discharged/returned as promptly as possible.
- 3.5 The successful Bidder's Bid security will be discharged after the signing of the Contract and furnishing the Performance Security.
- 3.6 **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**.

4 Period of Validity of Bids

- 4.1 Bids shall remain valid for **120 days** from 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.
- 4.2 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.

- 4.3 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.

5 Opening of Bids by the BSTBPC

- 5.1 All the bids received within the specified time would be taken up to be opened by the Tender committee at the prescribed time mentioned.
- 5.2 Bidders or their authorized representatives, who choose to witness the opening of bids, would remain present during the opening of bids.
- 5.3 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.

6 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.

7 Preliminary Examination (technical eligibility) and Technical Evaluation

- 7.1 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..
- 7.2 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.
- 7.3 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 Various items of Police Department.
- 7.4 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.
- 7.5 Tender Committee, if finds it necessary, may call all those Bidders found eligible after preliminary examination of the bids for presentation of their technical bid so that to get absolute clarity on the point of technical eligibility of the Bidders.
- 7.6 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.

8 Financial Evaluation

- 8.1 The Bids found technically qualified, after scrutiny and evaluation only shall be finally considered for Financial Evaluation.
- 8.2 The Financial Bid Form "B" of the technically qualified Bidder will be opened by the Tender committee.
- 8.3 Bidders or their authorized representatives, who choose to witness the opening of financial bids, would remain present during the opening of bids.
- 8.4 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.
- 8.5 **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.**

9 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 **Books** 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.

10 Notification of Award

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

- 10.1 The notification of award will constitute the formation of the Contract.
- 10.2 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.
- 10.3 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 fulfillment of other criteria, such as printing capacity etc.**
- 10.4 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.
- 10.5 In case, bidders willing to work on L-1 rate from other items, 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.

11 Signing of Contract

Within 03 (three) days of receipt of the Contract Form (**Section – X**) with notification of award, the successful Bidder shall put his signature and date on the Contract and return it to the BSTBPC.

12 Performance Security

- 12.1 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.
- 12.2 Failure of the successful Bidder to comply with the requirement of **ITB Clause-4.6** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

13 Corrupt or Fraudulent Practices

- 13.1 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.**
- (e) **Estimated Cost:**
The estimated cost of the work is 51,00,000/-(With Paper) which is only indicative.

SECTION-II: Deleted

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Standards

The **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** printed under this Contract shall conform to the standards mentioned in the Technical Specifications mentioned in **Section V**.

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

- 2.1 The Printer shall not, without the BSTBPC 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 **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** to confirm their conformity to the Contract Specifications.
- 4.2 The BSTBPC right to inspect test and, where necessary, reject the **Books** shall in no way be limited or waived by reason of the **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** 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 **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** 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 **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** 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 **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** fail to meet the laid down specifications, the Printer shall take immediate steps to remedy that deficiency or replace the defective **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** to ensure to conform it to the technical specifications to the satisfaction of the BSTBPC.

5. Delivery and Documents

5.1 Delivery 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 Time is the essence of this contract. The time period has to be strictly followed by the bidder at any cost. No negligence shall be shown on the ground of delay at any cost.

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 item wise invoice describing, as appropriate, the History Books of Maulana Abul Kalam Azad Life for Class-V to XII delivered and the delivery performed at the concerned District in Bihar i.e. receipted challans and documents, submitted, and upon fulfillment of other obligations stipulated in the contract.**

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 aforesaid work under the Contract shall not vary from the prices quoted by the Printer in its Bid.

8. Penalty For delays:

Timely distribution/availability of History Books of Maulana Abul Kalam Azad Life for Class-V to XII. A penalty would be imposed for delayed supply. In case of extension in the delivery period with Liquidated Damages, **the LD shall be imposed** on the basis of following percentage of deduction from the value of History Books of Maulana Abul Kalam Azad Life for Class-V to XII 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 **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** 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 & Cover paper of the printed History Books of Maulana Abul Kalam Azad Life for Class-V to XII 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 History Books of Maulana Abul Kalam Azad Life for Class-V to XII, the printer shall be liable to pay penalty at the rate of 0.25% of contract value of the concerned History Books of Maulana Abul Kalam Azad Life for Class-V to XII for every 5 (five) mistakes or part thereof. If the number of mistakes exceeds 20 (twenty) in a whole History Books of Maulana Abul Kalam Azad Life for Class-V to XII, then the History Books of Maulana Abul Kalam Azad Life for Class-V to XII shall be rejected.

The inferior quality of History Books of Maulana Abul Kalam Azad Life for Class-V to XII in terms of bad printing, binding shall attach 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 13** 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 9**, 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 Various items 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.

13. Packing

13.1 The Printer shall provide such packing of the **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** 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 **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** and the absence of heavy handling facilities at all points in transit.

Books	25 pieces Books in per bundle with top & Bottom Plain paper cross strapping.
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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 History Books of Maulana Abul Kalam Azad Life for Class-V to XII, it should be 80 GSM white Virgin Pulp A grade Mill & Cover -250 GSM Art Board paper. Text paper White Virgin Pulp A Grade Mill paper mill & Cover Thermal Mat Lamination.

- (ii) 5 copies of printed **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** should be got approved by the Printer from BSTBPC/Police Department before final dispatch without any claim for extension of time for delivery.
- (iii) If the **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** fail to meet the laid down specifications, the Printer shall take immediate steps to remedy that deficiency or replace the defective **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** to ensure to confirm it to the technical specifications to the satisfaction of the BSTBPC/Police Department.

3 Store Purchase Policy

Bidders are requested to follow the link www.bstbc.gov.in for information regarding this.

It can be downloaded from the website for reference which will form an integral part of this bid document.

- 4. Any bidder who has submitted the declaration that they have not been blacklisted in any where, if found misguiding the Nigam and represented false information shall be debarred and blacklisted from participation in the Pathya Pustam Nigam for life time from the said date.

SECTION V**SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION**

Following are the requirements as per the need of **History Books of Maulana Abul Kalam Azad Life for Class-V to XII** at District Head Quarter in Bihar :-

Sl. No.	Name of work	Size Of Books	No. of page Text & Cover.	Paper Specification	Bindin g	Text colour & Cover colour	Total No. of Books
1	2	2	3	4	5	6	7
1	History Book of Maulana Abul Kalam Azad Life for Class-V to XII	Size [139.7 mm X 215.9 mm	Text- 224 page and Cover - 4 page	Text Paper 80 GSM Maplitho (Virgin pulp) A Grade Mill & Cover 250 GSM Art Board Thermal Mat Lamination	Perfect Binding	One colour Text and Cover Four colour	1,65,000 (One Lakh Sixty-five thousand Books only)

Specifications for Printing, Packing and Supply

1	Ink colour	Good quality Single color (Black) as per CD's of History Books of Maulana Abul Kalam Azad Life for Class-V to XII as provided to be printed.
2	Type of printing process for Printing of Various items of Police Department	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 may or may not 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 History Books of Maulana Abul Kalam Azad Life for Class-V to XII.</p> <p>A Bidder may submit a minimum one sample for paper to be used for printing of paper. 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) Text: 80 GSM white Maplitho Virgin Pulp paper A grade Mill & Cover -250 GSM Art Board paper for Books.</p>

5	Inspection	Inspection procedure is indicated in special conditions of contract.
6	Delivery	Supply of History Books of Maulana Abul Kalam Azad Life for Class-V to XII at District Head Qr. in Bihar within the prescribed time limit.

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 aforesaid documents as provided by District Head quarter in Bihar. 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.

SECTION – VI:
TECHNICAL BID INFORMATION
FORM "A"

The Bidder has to go through the Eligibility Criteria (**Section-II**) and other requirements mentioned in the bid documents and it is the Bidder's responsibility to provide all the information mentioned in the Proforma given below and any other information which is compulsory and required to be completed by the Bidder mentioned in any other section of the bid documents duly scanned and uploaded in the sequential manner:

S.N	Particulars	Information to be furnished by the Bidder	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 in the form of Demand Draft submitted			
4	(a) Bid Security Amount			
	(b) Bank Demand Draft No. & date			
	(c) E-payment RTGS/UTR Reference Number			
	(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.			
6	Year of establishment of the Press			
7	Year wise turnover for the last three years Please refer to Clause (b) of Section II: Eligibility criteria.	(2015-16) Rs. (2016-17) Rs. (2017-18) Rs.		
8	Whether audited financial accounts for the last three years attached.			
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			

S.N	Particulars	Information to be furnished by the Bidder	Document submitted (Yes/No)	Page No.
	(d) Space for safe storage of paper and printed History Books of Maulana Abul Kalam Azad Life for Class-V to XII (specify space/area in Sq.ft.)			
	(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 80 GSM Maplitho white paper Virgin Pulp & 250 GSM Art Board paper with name of the manufacturing paper mill submitted. (As per Section V Specifications for Printing, Binding, Packing and supply of History Books of Maulana Abul Kalam Azad Life for Class-V to XII point no. 4)			
11	Whether all pages of the bid have been duly numbered.			
12	Whether the cost of Bid Document submitted or not (if yes, give details).			
13	Whether the copy of GST Registration Certificate submitted (Y/N)			
14	Whether the copy of Income Tax PAN submitted (Y/N)			
15	Credit Worthiness Certificate from Bank (Y/N)			
16	Whether the firm has been blacklisted under any Organisation(Y/N)			

Signature of the authorized signatory

Full name & address of the Bidder with seal

FINANCIAL BID - FORM-B
PROFORMA FOR PRICE BID (PART OF FINANCIAL BID)

Sl. No.	Name of work	Size of Books	No. of Pages Text & Cover	Paper Specification	Binding	Text colour	Total No. of items	Rates	
								In Figures	In Words
1	2	3	4	5	6	7	8	9	10
1	History Bokks of Maulana Abul Kalam Azad Life for Class-V to XII	Size [139.7 mm X 215.9 mm	Text - 224 page and cover - 4 page	Text Paper 80 GSM (Virgin pulp) A Grade Mill & Cover 250 GSM Art Board Thermal Mat Lamination	Perfect Binding	Single colour Text and Cover Four Colour	1,65,000 (one Lac Sixty-five Thousand d only)		

Signature of Bidder

Name

Business address

Contact No.

E-mail address:

Place: Date:

SECTION VIII
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, Binding and Delivery of History Books of Maulana Abul Kalam Azad Life for Class-V to XII (with or without paper) at Central Godown in Patna (Bihar).

Dear Sir,

I/We.....

.....am/are submitting herewith my/our bid for printing, binding, packing and supply of History Books of Maulana Abul Kalam Azad Life for Class-V to XII. 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:

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 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 History Books of Maulana Abul Kalam Azad Life for Class-V to XII and services which shall be supplied / provided by the Printer are as under:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Corporation)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Printer)

SECTION -X :
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 History Books
of Maulana Abul Kalam Azad Life for Class-V to XII
.....(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 - XI:
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 printing ordered	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the supply been satisfactory? (Attach a certificate from the Purchaser /consignee)
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

SECTION – XII :

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 of the printed items 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 – XIII :

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. Strapping Machines
- 4. Numbering 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 – XIV:
PROFORMA OF CHALLAN

(Name and address of the Bidder)

Work order No:.....

Challans no:

Date:

Name & Address.....

.....

Sl. No.	Name of the various items ordered	No. of Books 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:.....