

# **BID DOCUMENT FOR BROCHURE PRINTING OF REPORT CARD**

## **YEAR - 2013**

***BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.***

**Pathya Pustak Bhawan,**

**Budh Marg,**

**Patna-800001**

<b>Commencement of availability of Bid Document on Website. :</b>	<b>24.10.2013</b>
<b>Pre-Bid Meeting</b>	<b>07.11.2013 at 16.00 Hrs.</b>
<b>Date and Time for receipt of Bids :</b>	<b>19.11.2013 till 14.30 Hrs.</b>
<b>Time and Date of Opening of Bids:</b>	<b>19.11.2013 at 15.00 Hrs.</b>

## **IMPORTANT INFORMATION**

Name of the Corporation	:	<b>Bihar State Text Book Publishing Corporation Ltd.</b>
Address (For submission of Bids, Communication, etc.)	:	<b>The Managing Director,</b> Bihar State Text Book Publishing Corporation Ltd., Pathya Pustak Bhawan, Budh Marg, Patna-800 001.
Phone Nos.	:	0612-2221975, 2222783, 2223533
Fax No.	:	0612 – 2236388
Name of Work	:	Brochure Printing of Report Card for Class-I to V - 2013 and Primary & Secretary School Report Card.
Price of Bid Document	:	The Bid document may be downloaded from the <b>Website</b> <a href="http://www.educationbihar.gov.in">www.educationbihar.gov.in</a> & <a href="http://www.bstbpc.gov.in">www.bstbpc.gov.in</a> from 24.10.2013 and it may be submitted alongwith a demand draft of <b>Rs. 5,000/-</b> in favour of “Bihar State Text Book Publishing Corporation Ltd.,” payable at Patna.
Place of Opening of Bid	:	Conference Hall, Bihar State Text Book Publishing Corporation Ltd., Pathya Pustak Bhawan, Budha Marg, Patna-800 001.
Date till which the Bid is valid	:	Ninety days from the date of opening of Bid.
Bid Security Deposit	:	Rs. 8,45,500=00 (Rupees Eight lacs forty-five thousand five hundred) only (For all the seven packages)

**BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.**  
(A Govt. of Bihar Undertaking)

PATHYA PUSTAK BHAWAN, BUDH MARG, PATNA-800 001

Phone : 0612-2221975, 2222783, 2223533 Fax:0612-2236388 Email: [pat\\_bstbpc@dataone.in](mailto:pat_bstbpc@dataone.in), [textbookmd@gmail.com](mailto:textbookmd@gmail.com)

Tender No BSTBPC/SSA.2014-15/ 03

Dated 24.10.2013

**:- TENDER NOTICE -:**

1. Sealed Tenders are invited from the experienced and reputed Multi Colour Sheet Offset printers (minimum four colour) registered in BSTBPC for rates (including cost of paper) of Brochure Printing of Report Card on 250 GSM Matt finish Board paper (Size A/4 - 21.5X28 Cms) for the Class of I to V - Quantity - 1.39.35.278 and Primary & Secondary School Report Card quantity - 77,501 in two packets system - Technical and Financial as detailed in the Bid Document.
2. The Bid document may be downloaded from the **Website** [www.educationbihar.gov.in](http://www.educationbihar.gov.in) & [www.bstbpc.gov.in](http://www.bstbpc.gov.in) from **24.10.2013** and may be submitted along with a demand draft of **Rs. 5,000/-** (non refundable) in favour of **“Bihar State Text Book Publishing Corporation Ltd.,”** payable at Patna.
3. **Pre-Bid Meeting** will be held on **07.11.2013 at 16.00 hrs.** Prospective bidders seeking/submitting any clarifications/quarries any suggestions may submit the same in writing on above mentioned number before **06.11.2013 till 17.00 hrs.** The same also be faxed either in the office or through fax or E-mail (on the above mentioned numbers, address).
4. Tenders can be submitted in the Office of Managing Director on any working day during working hour from **19.11.2013 till 14.30 hrs.**
5. The Bid will be opened on **19.11.2013 at 15.00 hrs.** in the Conference Hall of the Corporation in presence of tenderers or their one representative.
6. The details about the terms & conditions, specification etc. can be ascertained from the Bid Document.
7. The undersigned reserves the right to reject or accept any Bid partially or fully without assigning any reason.

(J.K.P. SINGH) I.R.P.S.  
MANAGING DIRECTOR

## **CONTENT OF BIDDING DOCUMENTS :**

<b>A</b>	<b>PART OF TECHNICAL BID (FORM-I)</b>	-----
<b>B</b>	<b>PART OF TECHNICAL BID- DETAILS OF EMD (FORM-II ) –</b>	-----
<b>C</b>	<b>INVITATION FOR BIDS –</b>	<b>SECTION - I.</b>
<b>D</b>	<b>TERMS &amp; CONDITIONS –</b>	<b>SECTION - II.</b>
<b>E</b>	<b>SCHEDULE OF REQUIREMENTS / TECHNICAL SPECIFICATION / BID SECURITY -</b>	<b>SECTION - III .</b>
<b>F</b>	<b>PROFORMA FOR PRICE BID –</b>	<b>SECTION - IV</b>
<b>G</b>	<b>BID FORM –</b>	<b>SECTION - V.</b>
<b>H</b>	<b>PERFORMANCE SECURITY FORM (B.G.) –</b>	<b>SECTION - VI.</b>
<b>I</b>	<b>CONTRACT / AGREEMENT FORM –</b>	<b>SECTION - VII.</b>
<b>J</b>	<b>DECLARATION BY THE BIDDER –</b>	<b>SECTION - VIII.</b>
<b>K</b>	<b>PROFORMA FOR EQUIPMENT AND QUALITY CONTROL –</b>	<b>SECTION - IX.</b>
<b>L</b>	<b>CHECK LIST –</b>	<b>SECTION - X</b>

# (A)

## BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD,

( A Govt. of Bihar Undertaking)

PATHYA PUSTAK BHAWAN, BUDHA MARG, PATNA-800 001

Phone: 0612-2221975, 2222783, 2223533 Fax: 0612-2236388 E mail : [pat\\_bstbpc@dataone.in](mailto:pat_bstbpc@dataone.in)

### **PART OF TECHNICAL BID (FORM-I)**

***For Brochure Printing of Report Card.***

1. Name of the Firm/Printing Press: .....
  2. Full address – : .....
  - (i) Office of the Firm/Printing : .....
  - Press : .....
  - (ii) Printing Premise : .....
3. Status : Proprietary/ Partnership/ Corporation/ Limited Co./ Society etc.

4.

Telephone Nos.	Land Line	Cell/Mobile No.	Fax No.	E-mail Address
OFFICE				
PRINTING PREMISE				

5. Name of each Proprietor/Partner/Directors:-

Name of Proprietor/ Partner/Directors	Residential Address	Land Line Telephone No.	Cell/ Mobile No.	E-mail Address

6. If the firm/Printing Press has more .....  
 than one No. of Units and Premises, .....  
 Names, Addresses, Telephone Nos./ .....  
 Fax Nos and E-mail Addresses etc. ....  
 be given separately. ....

7. (A) Bid Security Deposit / Earnest Money (Demand Draft) :  
 on any **Nationalized bank** payable at Patna. Rupees .....only (In  
 words .....)  
 D.D. No.....Date.....Name of the Nationalized Bank :

(B) No. of items for which bidder has deposited his Earnest Money Deposit (E.M.D ) (with  
 reference to details as Part of Technical Bid.....

8. Brochure Production Capacity : **A/4 (21.5X28 Cms.) Size of Brochure Printing of  
 Report Card & School Report Card**  
 (Total .quantity, the bidder intends  
 to print within one month)  
 (Please state the firm commitment  
 in terms of number of copies)

No. of Colours	No. of Copies	
		Brochure of Report Card - 1,39,35,278 copies
4 Colour		

9. Period of Supply : within 30 days from award of work order

10. Period of Validity of offer : Two months.

11. Whether the firm is registered under the following Acts ?

If so, please furnish details :

- (a) The Indian Companies Act,1956 : Registration No. Date
- (b) The Indian Partnership Act,1932 : Registration No. Date
- ( c) Societies Registration Act,1860 : Registration No. Date

(d) A sole proprietary printing press: .....

12. Details of Printing Machinery :

**(a) Multi colour Sheet-fed Offset : Printing Machine**

Size	Make	Year of Manufacturer	No. of Colours	Nos. of Machine	Printing capacity per day (No. of impression)

(Attach separate list, if necessary)

**(b) Details of Binding Machinery:**

Binding Machinery	Make	Size	No. of Machines	Automated/ Manual	No. of Gathering Stations	Speed per hour
Folding 4 pp / 8 pp						
Cutting Machines						
Strapping Machines						

**Note: (1) The tenderer is expected to give all details in the above format of the bindery owned by tenderer.**

**:-DECLARATION -:**

I .....D/o, S/o, W/o Shri .....  
..... Proprietor / Partner / Director .....  
.....(Name of firm) hereby declare that the

information given from 1 to 12 in above form is correct and true and if any information is found to be untrue or false, the bid is liable to be rejected.

I also solemnly declare that if any information above is found untrue / false, my candidature as bidder may be cancelled and appropriate action can be taken against me and my firm. If any order has been placed on the basis of above information, the Corporation is at liberty to cancel the order.

Date:  
Place:

Bidder's full name and signature  
with Rubber Stamp  
or Official Seal of the firm

**(B)**

**PART OF TECHNICAL BID FORM – II**

*(Details of Bid Security / Earnest Money Deposit (EMD) please be furnished) :-*

*Name of the Firm with Address: .....*

.....

<b>Sl. No..</b>	<b>Particulars</b>	<b>Bid Security/ EMD amount</b>	<b>D.D. Number &amp; date</b>	<b>Name of Bank</b>
1	Class-I Report Card	1,68,180=00		
2	Class-II Report Card	1,69,131=00		
3	Class-III Report Card	1,73,270=00		
4	Class-IV Report Card	1,67,079=00		
5	Class-V Report Card	1,58,458=00		
6	Primary School Report Card	8,332=00		
7	Secondary School Report Card	1,050=00		

**Note:-** Please enclose the original deposit receipts as mentioned above.

**Place:**

**Name & Signature of the bidder with rubber stamp.**

**Date :**

(C)

**SECTION –I**

**INVITATION FOR BIDS**

**1. ELIGIBLE BIDDERS**

- 1.1 The **Bidders** as described in **Qualification Criteria** below are eligible for taking part in the Bid, which shall form the basis for submitting the **Technical Bid** .
- 1.2 The Bidder is expected to examine carefully all instructions, terms & conditions, bid form, sections to the bid form, specifications in the bid document. Failure to comply with the requirement of bid submission will be at the bidders's risk. Bids which are not substantially responsive to the requirements of the bid document, will be out rightly rejected.
- 1.3 Sealed Bid for printing of report Card for Class-I to Class-V and Primary & Secondary School Report Card are invited in two different envelopes superscribed as **Part-A– 'TECHNICAL BID'** (**duly filed in Part of Technical Form-I and duly filed Part of Technical Form-II** - with all enclosures required) and **Part-B - 'FINANCIAL BID'** Both should be kept in a single sealed big envelope. The details are as here under -

**PART – A – 'TECHNICAL BID':**

**CRITERIA FOR QUALIFICATION**

To be considered qualified to successfully perform the contract, the Bidder must meet the following minimum requirements.

- (a) The Bidder must be a Multi colour (minimum 4 colour) Sheet Fed Offset Printer. The press should have been in operation for a minimum period of 3 years as on prior to bid submission date.
- (b) The bidder should submit Audited Profit & Loss Account and Balance Sheet for three financial years i.e. 2009-10, 2010-11 & 2011-12 or 2010-11, 2011-12 & 2012-13 duly certified by his Statutory Auditor/CA who should mention his name, address and membership number and shall be based on the returns filed with the Income Tax authority.
- (c) The annual turnover of printing work achieved by the bidder as per their financial results for financial years i.e 2009-10, 2010-11 & 2011-12 or 2010-11, 2011-12 & 2012-13 - should be not less than Rs. 50.00 (Fifty) lakhs in total .
- (d) The Bidder should submit details with reference to [ (Column-11(a) (b)– of Part of Technical Bid (Form-I ) ] having following facilities -
  - (i) Plate Making Facilities
  - (ii) Multi colour (minimum 4 colour) Sheet Offset Printing Machines.
  - (iii) Binding facilities in the press premises itself

- (iv) Storage capacity for paper and finished books.(with reference to Column-14 & 15 – Part of Technical Bid (Form-I) should be minimum 1,500 Sq.ft. and layout/map be attached). If space is separate is owned separate land registry.
- (e) A duly attested Declaration by the Bidder in the form specified for this purpose i.e. **Section-IX**, by a Notary, to be submitted along with the bid.
- (f) Press Declaration Certificate from the competent authority.
- (g) Copy of Sales Tax/VAT Registration. Bidder of State other than the State of Bihar, who are not registered with Bihar Sales Tax Department shall have to open an office in Bihar itself and get registered with Bihar Sales Tax Office within 15 days of allotment of work.
- (h) Copy of Income Tax return filed for three assessment years i.e. 2009-10, 2010-11 & 2011-12 or 2010-11, 2011-12 & 2012-13 and copy of PAN Card .
- (i) Copy of Electrical load, sanctioned in the name of firm/proprietor justifying the load for the machines installed in premises along with a copy of current Electricity Bill. Details of the Generator, if installed must be enclosed.
- (j) Certificate of incorporation of copy of Memorandum & Article of Association or partnership deed if not a Proprietary Firm, must be attached.
- (k) The Bid shall be accompanied with the Bid Security of Rs. 8,45,500=00 for Sheet offset and by way of Bank Draft/Par order in favour of the '**Bihar State Text Book Publishing Corporation Ltd., payable at Patna**. For small scale industry units located in Bihar, no Bid Security is required a latest certified copy in original of permanent registration certificate as printer should be enclosed..
- (l) Details of any other existing printing work load/commitment, at present.
- (m) The bidder should submit his financial positions with a supporting letter from their Banks confirming the availability of fund to meet the working capital requirement for execution of the Agreement/Contract.
- (q) the bidder should submit his financial positions with a supporting letter from their Banks confirming the availability of fund to meet the working capital requirement for execution of the Agreement / Contract.

#### **PART - B - 'FINANCIAL BID' :**

- i) The bidder shall quote Brochure Printing rate per brochure of Report Card for Class-I to V of 4 colour (2 leaves) in A/4 size (21.5X28 cms) and Report Card for Primary & Secondary School of 4 colour (4 leaves) in A/4 size (21.5X28 cms) in the prescribed Proforma enclosed at **Section-IV** . The quantity of brochure mentioned in Section-IV may vary plus minus ( $\pm 10\%$ ) per cent.
- ii) Bids quoted on the bidder's letter head will not be accepted.

**2. OTHER CLARIFICATION OF BID DOCUMENT:**

2.1 Prospective bidders requiring any clarifications/suggestion of the Bid Document may seek the same in writing before **06.11.2013 till 17.00 hrs.** which will be discussed during the Pre-Bid meeting.

**3. PRE - BID MEETING**

- (a) The Bidder or his official representative is invited to attend a pre-bid meeting, which will take place in the Office of the Managing Director, Bihar State Text Book Publishing Corp. Ltd., Patna-1 on **07.11.2013 at 15.30 hrs.**
- (b) The Bid document may be fine tuned on the basis of discussions with prospective bidders during the Pre-Bid Meeting.
- (c) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

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(D)

**SECTION -II**

**TERMS & CONDITIONS**

**4. BID SECURITY**

- 4.1 The Bidder shall furnish, as part of Technical Bid, a bid security as Demand Draft of Rs. 8,45,500=00 (Rupees Eight lacs forty-five thousand five hundred.) only in favour of Bihar State Text Book Publishing Corporation Ltd., payable at Patna on a nationalized bank acceptable to the Corporation.
- 4.2 The Bid Security is required to protect the Corporation against the risk of Bidder's conduct which would warrant the security's forfeiture,
- 4.3 The Bid Security of the successful bidders may be adjusted against the Performance Security at the time of execution of Agreement, on request of Bidder, to do so in writing.
- 4.4 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days.
- 4.5 The bid security should be refunded to the successful bidder on receipt of performance security within 30 days.

**5. THE BID SECURITY MAY BE FORFEITED:**

- (a) If a Bidder (i) withdraws his bid during the period of bid validity or .
- (b) in case of a successful Bidder, if the Bidder fails:
- (i) to execute the Agreement within 7 (seven) days of receipt of notification of award.
  - (ii) to furnish performance security .

**6. BID PRICE:**

- 6.1 The bidder shall quote Brochure Printing rate per brochure of Report Card for Class-I to V of 4 colour (2 leaves) in A/4 size (21.5X28 cms) and Report Card for Primary & Secondary School of 4 colour (4 leaves) in A/4 size (21.5X28 cms) in the prescribed Proforma enclosed at **Section-IV .**
- 6.2 Rates both in figures & words should be quoted on the prescribed proforma at Section-IV. The rates quoted shall not be over written. If there is a discrepancy between words and figures, the amount in words will prevail.
- 6.3 Bids which are not in the prescribed form/incomplete/or vary with any of the conditions listed in the Bidding documents will be rejected out rightly.
- 6.4 Conditional bids will not be considered.

6.5 If the bidder whose quoted rate is L-1 and he is awarded the printing work on that rate and in case he refuses to do the printing work or does not complete the work, the Corporation has right to put the bidder in **BLACK LIST** and his security deposit and Bid Security will be forfeited.

7. **THE RATE QUOTED IN PROFORMA- IV INCLUDES THE COST OF PAPER AS WELL AS FOLLOWING SEQUENCES OF PRINTING FOR THE BROCHURE PRINTING OF REPORT CARD :**

- 7.1 a) Good quality positive making from the compact disc (CD) provided by the 'Corporation' for the titles of books/cover are to be printed.
- b) Processing, PS Plate Making , Correction making,
- c) Composing/ Designing (if required),
- d) 4 Pages( two leaves & four leaves) Text printing (four colour on each side).
- e) Binding (preezing and folding, binding, Trimming the edges) duly tied with machine strapping and all other operations necessary for production of the Report Card in finished form.
- f) Report Card will be delivered at the godown at Patna as per the schedule/directions given in **Section-XI**.

8. **PERIOD OF VALIDITY OF BIDS**

8.1 The Bids shall remain valid for two month after the date of bid opening prescribed by the Corporation.

8.2 In exceptional circumstances, the Corporation may solicit the Bidder's consent to an extension of the period of validity.

9. **FORMAT AND SIGNING OF BID**

9.1 The Bidder is required to submit Sealed Bids in two separate envelopes – **Part-A- Technical Bid** and **Part-B- Financial Bid**. Both envelopes shall be kept in a single big envelope.

9.2 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. **Rate not quoted should be marked with a cross (x) and written in words “ not quoted”**

9.3 The bidder should sign and stamp all the Bid documents. The entire Bid papers submitted should have serial page nos. on each page.

9.4 Any eraser or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

10. **SUBMISSION OF BIDS**

10.1 The Bidders shall seal the **Part-A-Technical Bid and Part-B - Financial Bid** in separate inner envelopes . He shall then place all the inner envelopes in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the Corporation at the following address:  
The Managing Director,  
Bihar State Text Book Publishing Corporation Ltd.,  
Pathya Pustak Bhawan, Budha Marg, Patna-800 001

- (b) bear the ***“Bid for Printing of Report Card Brochure for Class-I to V and Report Brochure for Primary & Secondary School”***, and a statement ***“Do not open before 15.00 hrs. on 19.11.2013”***.
- 10.2 The inner envelopes shall also indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared “late”.
- 10.3 If the outer envelope is not sealed and marked, the Corporation will assume no responsibility for the bids’ misplacement or premature opening.
- 10.4 Telex, cable or facsimile bids will be rejected.
- 11. DEADLINE FOR SUBMISSION OF BIDS**
- 11.1 Bids must be received at the office of the Corporation by **14.30 hrs. on 19.11.2013** In the event of the specified date for the submission of Bids being declared a holiday for the Corporation, the Bids will be received up to the appointed time on the next working day.
- 11.2 The Corporation may at its discretion, extend this deadline for submission of bids and its opening by suitable amendment / corrigendum.
- 12. LATE BIDS**
- 12.1 Any bid received after the last date and time for submission of bids shall be rejected.
- 13. OPENING OF THE BID BY THE CORPORATION**
- 13.1 The Technical Bid shall be opened on **19.11.2013 at 15.00 hrs.** before such bidders or their only one authorized representative who wish to be present.
- 13.2 The Financial Bid of only those bidder would be opened who qualify Technical Bid rounds on the same day or date & time as announced at the spot.
- 14. CORPORATION’S RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
- 14.1 The Managing Director, Bihar State Text Book Publishing Corporation reserves the right to accept or reject any bid partially or fully without assigning any reason, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders.
- 14.2 The Managing Director, Bihar State Text Book Publishing Corporation reserves the right to distribute the work of printing of Text Books to successful bidders who are willing to do printing work at the lowest quoted and accepted rate as per his offered quantity within specified time limit subject to his capacity and past performance as per assessment by the Corporation. However, not more than a single title as per his capacity will be allotted at a time on one machine in working condition.

## **15. EXECUTION OF AGREEMENT:**

- 15.1 The successful Bidder, on receipt of award shall execute an agreement within 7(seven) days in the prescribed form and deposit Performance Security, amounting to 5% of the Contract value and full cost of text & cover paper as security deposit. The Security amount shall not be adjusted against any previous dues to the printer, if any, due from Corporation.
- 15.2 If the bidder fails to execute the agreement and fails to furnish Security amount as mentioned in Clause -16.1 and 16.2 above, not only the bid security shall be forfeited, but the printer shall also be debarred from participation in future bids.
- 15.5 The agreement shall be executed by the successful bidder at Patna on non- judicial stamp paper of requisite value as provided by the Bihar Registration Act witnessed by 2 persons and the successful bidder shall bear all legal expenses of execution of the agreement.

## **16. PERFORMANCE SECURITY:**

- 16.1 Within 7 (seven) days of the receipt of notification of award from the Corporation, the successful Bidder shall furnish the performance security in accordance with the conditions of Contract, in the Performance Security Form Section-VI provided in the bidding documents or in another form acceptable to the Corporation .
- 16.2 Within 7 days of receipt of the notificatio of contract award, the printer shall furnish performance Security to Corporation for an 5% of contract value, valid upto 90 days after the date of completion of performance obligations.
- 16.3 The proceeds of the performance security shall be payable to the Corporation as compensation for any loss resulting from the Printer's failure to complete its obligations under the Contract.
- 16.4 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee issued by a nationalized/scheduled bank located in India acceptable to the Corporation, in the form provided in the bid documents or another form acceptable to the Corporation; or
  - (b) A Crossed demand draft in favour of **Bihar State Text Book Publishing Corporation Ltd., payable at Patna.**
- 16.5 The performance security will be discharged by the Corporation and returned to the Printer not later than 90 days following the date of completion of the Printer's performance obligations.

## **17. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 17.1 The printer shall not, without the Corporation's prior written consent, disclose the Contract, or any provision thereof, or any specification, manuscript, illustration, artwork, sample or information furnished by or on behalf of the Corporation in connection therewith, to any person other than a person employed by the printer in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

**18. INSPECTIONS AND TESTS**

- 18.1 The printer shall allow the officers authorized by the corporation to visit and inspect the printing press where the Brochure of Report Card are being printed to assess the progress of printing, the stock of paper etc., and its account. He will also be required to satisfy the visiting officer in respect of the printing & quality of paper. The printer will maintain the record of this printing progress according to time schedule given by the Corporation. This record would be checked by inspecting authority of Text-Book Corporation at the time of inspection of the press.
- 18.2 The inspections and tests may be conducted on the premises of the Printer, at point of delivery and/or at the Brochure of Report card final destination. If conducted on the premises of the Printer, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Corporation.
- 18.3 Should any inspected or tested Brochure of Report Card do not conform to the specifications, the Corporation may reject the Card and the Printer shall either replace the rejected books or make alterations necessary to meet specification requirements free of cost to the Corporation.
- 18.4 The Corporation's right to inspect, test and, where necessary, reject the Report Card after the Brochure of Report Card arrival at the Corporation's godown or the place instructed by the Corporation. shall in no way be limited or waived by reason of the Brochure of Report Card having previously been inspected, tested and passed by the Corporation or its representative prior to the delivery of Brochure of Report Card shipment.

**19. Binding Packing:**

The printer shall stack the Brochure of Report Card duly tied with machine strapping strong enough to bear the weight as follows:-

As per district wise requirement given in print order.

**20. PAYMENT:**

20.1 Payment terms shall be as follows:-

- (i) *After delivery of 100% of the ordered quantity of the finished Brochure of Report Card, the printer will be eligible to claim payment upto 80% of bill amount shall be considered. 15% payment will be made to the printer only after verifying the observance of terms of contract.*
- (ii) *The Managing Director reserves the right to withhold remaining 5% of the Brochure of Report Card printing charges for a period of six months from the date of last supply as a safeguard against printing and other defect and breach of contract which may be discovered lateron.*

20.2 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

**21. ASSIGNMENT**

21.1 The Printer shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Corporation's prior written consent.

**22. DELAYS IN THE PRINTER 'S PERFORMANCE**

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

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

**23. TAXES AND DUTIES**

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

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

**24. OTHER TERMS & CONDITIONS:**

- (i) There should be no roller marks in shape of lighter/heavier colour strips on solid or screen grounds visible when printed.
- (ii) There should be no "Set off" and or any scum and or any spot neither within the image area nor on the non-image area of any page of the book or on cover of the book, whether printed on single side or on both the sides.
- (lii) There should be no variation in any shades throughout the book.

25. If the quality of the printing, binding/cover pasting, stitching, trimming etc. is found to be inferior or substandard the Corporation may impose at its discretion a penalty upto 15% of the value of allotted books. The penalty will be in addition to the penalties under other clauses.

26 Physical verification of the Printing Press/Premises may be done if need be by the Committee constituted by the Managing Director, of the Corporation.

27. The printer will have to deposit as Performance security the amount, which is 5% of contract value (without paper value). Bihar State Text-Book Publishing Corporation Ltd is not concerned and liable in any manner for the funds managed by the printer for this purpose and for the execution of printing work allotted to him by the Corporation.

28. The Corporation shall have the right to verify the capacity of any or all printing presses of the Printer(s) as and when required.

29. (i) The submission of this bid shall be deemed to be the acceptance of all the terms and conditions contained herein and those laid down in the enclosed agreement form.

(ii) The bidders shall not impose any condition regarding the volume of work, which he would like to undertake as long as it is within the assessed capacity of the press.

30. Similarly, the printer shall handover to the Corporation all positives/negatives/ butter print, CDs. etc., provided by the Corporation or prepared by the printer before final payment as mentioned in Clause-40. In case of non return of Film the payment will not be made.

**31. SUBMISSION OF PROOFS:**

- 31.1 Before printing of the books/cover the printer shall submit to the Corporation the proof of the book/cover for final print order.
- 31.2 The printer shall have to incorporate all the authorized correction/deletions, if any before starting the printing.

**32. PENALTY FOR MISTAKES:**

- 32.1 In case of mistakes in the printing of books/cover, the printer shall be liable to pay penalty at the rate of 1% of contract value of the concerned Brochure of Report Card for every 5 (five) mistakes or part thereof. If the number of mistakes exceeds 20 (twenty) in a whole book, then the Brochure of Report Card shall be rejected and cost of paper shall be recovered from the security/bills.
- 32.2 The inferior quality of Brochure of Report Card in terms of bad printing, binding shall attach a penalty in terms of deduction of 2% to 10% of the awarded contract value.

**33. SAMPLE OF BROCHURE OF REPORT CARD:**

- 33.1 The printer has to obtain a delivery order from the Corporation just after completion of printing of Brochure of Report Card by submitting 5 samples of the printed Brochure of Report Card duly signed. Thereafter on pre-delivery inspection the printer can start the delivery to the destination, as per the dispatch schedule given by the Corporation.

**34. RESOLUTION OF DISPUTES**

- 34.1 The Corporation and the Printer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 34.2 In case of any dispute between the parties in respect of agreement or breach thereof the same shall be referred under Section-7 of Arbitration and conciliation Act to Principal Secretary, Education Department, Govt. of Bihar, Patna as sole arbitrator U/s 10 (2) of the act and his decision will be final. The Court at Patna shall have jurisdiction in case of any legal dispute.

\*\*\*\*\*

**(E)**

**SECTION - III**

**TECHNICAL SPECIFICATION**

**A.**

Sl. No.	Class	Quantity of Brochure Report Card	Size		No. of Leaves	Colour	Bid Security Money (in Rs.)
1	I	2802996	A/4	21.5X28 Cms	2	4 Col. both size	1,68,180=00
2	II	2818844	A/4	21.5X28 Cms	2	4 Col. both size	1,69,131=00
3	III	2887828	A/4	21.5X28 Cms	2	4 Col. both size	1,73,270=00
4	IV	2784649	A/4	21.5X28 Cms	2	4 Col. both size	1,67,079=00
5	V	2640961	A/4	21.5X28 Cms	2	4 Col. both size	1,58,458=00
Total (A):		1,39,35,278					8,36,118=00

**B.**

Sl. No.	Particulars	Quantity of School Report Card	Size		No. of Leaves	Colour	Bid Security Money (in Rs.)
1	Primary	73,598	A/4	21.5X28 Cms	4	4 Col. both size	9,382=00
	Secondary	3,903	A/4	21.5X28 Cms	4	4 Col. both size	
Total (B):		77,501					9,382=00

Total (A) :	1,39,35,278						8,36,118=00
Total (B) :	77,501						9,382=00
Grand Total	1,40,12,779						8,45,500=00

(F)

**SECTION - IV**  
**PROFORMA FOR PRICE BID**

**FINANCIAL BID**

**BROCHURE PRINTING OF REPORT**

**(Refer sections -part-B(i), 7 and 23.1)**

**A.**

Sl. No.	Class	Quantity of Brochure Report Card	Rate per Brochure Report Card (In Rs.)	
			in figure	in words
1	2	3	4	5
1	I	2802996		
2	II	2818844		
3	III	2887828		
4	IV	2784649		
5	V	2640961		

**B.**

Sl. No.	Particulars	Quantity of School Report Card	Rate per School Report Card (In Rs.)	
			in figure	in words
1	2	3	4	5
1	Primary	73,598		
2	Secondary	3,903		

Note: - Rate should be quoted per Brochure Printing of Report Card (4 pages) 2 leaves in and Primary & Secondary School Report Card (8 pages) 4 leaves in paise upto two decimal places.

Place:

Date:

Signature of Bidder  
Name of the Firm with Seal

**(G)**  
**SECTION - V**

**BID FORM**

From

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

To:

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

Dated.....

Subject: **Printing of Brochure of Report Card year 2013-14.**

Dear Sir,

I/We.....

.....am/are submitting herewith my/our bid for printing and supply of Brochure of Report Card . My/Our rates are quoted in the price Bid **(Section-IV)** which is part of Financial Bid.

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

Yours faithfully,

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

(H)

**SECTION - VI**

**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,.....2013 for Printing and Binding of.....  
.....(Description of Brochure of Report Card ) 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 the .....day of.....2013.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....2013....

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

(I)

**SECTION - VII**

**CONTRACT / AGREEMENT FORM**

THIS AGREEMENT made the .....day of....., 2013 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 books and services viz., ..... (Brief Description of Brochure of Report Card and Services) and has accepted a bid by the Printer for the supply of those books and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) N.I.T. and bid document will be treated as part of the agreement.
  - (b) the Bid Form and the Proforma for Price bid submitted by the Bidder;
  - (b) the Description of Books ;
  - (c) the Terms & Conditions of Contract;
  - (d) the Corporation's Notification of Award.
3. In consideration of the payments to be made by the Corporation to the Printer as hereinafter mentioned, the Printer hereby covenants with the Corporation to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Corporation hereby covenants to pay the Printer in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract .

Brief particulars of the books and services which shall be supplied / provided by the Printer are as under:

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

**(J)**

**SECTION - IX**

**DECLARATION BY BIDDER**

In response to the bid document for Brochure of Report Card for Class-I to V and Report Card for Primary & Secondary School. I/We do hereby declare that I/We is/are partner of the firm / director / proprietor and;

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

**VERIFICATION**

I/We ..... do hereby verify that the contents of Para 1 to 4 of the declaration made by we/us are correct and believed to be true. Hence I/We have verified and signed on the ..... day of .....2013 at.

Witness:

1. Signature  
Name and address
2. Signature  
Name & Address.

Signature &  
Seal of Bidder

**(K)**

**SECTION - X**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL  
EMPLOYED BY THE PRINTER**

**DATE OF OPENING :** .....

**NAME OF THE BIDDER :**

.....

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

.....  
Signature and seal of the Printer

(L)

**SECTION - XI**

**Check-List Part-A of 'Technical Bid'**

**Bid for Brochure Printing of Report Card & School Report Card 2013**

**Bid opening on 19.11.2013.**

**This is to Certify that Bid with supporting papers contain pages from ..... To .....**

Name of the Bidder: .....

	LIST	From Page No.	To Page No.
(a)	The Bidder must be a Multi colour (minimum 4 colour) Sheet Fed Offset Printer. The press should have been in operation for a minimum period of 3 years as on prior to bid submission date.		
(b)	The bidder should submit Audited Profit & Loss Account and Balance Sheet for three financial years i.e. 2009-10, 2010-11 & 2011-12 or 2010-11, 2011-12 & 2012-13 duly certified by his Statutory Auditor/CA who should mention his name, address and membership number and shall be based on the returns filed with the Income Tax authority.		
(c)	The annual turnover of printing work achieved by the bidder as per their financial results for financial years i.e 2009-10, 2010-11 & 2011-12 or 2010-11, 2011-12 & 2012-13 - should be not less than Rs. 50.00 (Fifty) lakhs in total		
(d)	The Bidder should submit details with reference to [ (Column-11(a) (b)- of Part of Technical Bid (Form-I) ] having following facilities - (i) Plate Making Facilities (ii) Multi colour (minimum 4 colour) Sheet Offset Printing Machines. (iii) Binding facilities in the press premises itself (iv) Storage capacity for paper and finished books.(with reference to Column-14 & 15 – Part of Technical Bid (Form-I) should be minimum 1,500 Sq.ft. and layout/map be attached). If space is separate is owned separate land registry.		
(e)	A duly attested Declaration by the Bidder in the form specified for this purpose i.e. <b>Section-IX</b> , by a Notary, to be submitted along with the bid.		
(f)	Press Declaration Certificate from the competent authority.		
(g)	Copy of Sales Tax/VAT Registration. Bidder of State other than the State of Bihar, who are not registered with Bihar Sales Tax Department shall have to open an office in Bihar itself and get registered with Bihar Sales Tax Office within 15 days of allotment of work.		
(h)	Copy of Income Tax return filed for three assessment years i.e. 2009-10, 2010-11 & 2011-12 or 2010-11, 2011-12 & 2012-13 and copy of PAN Card		
(i)	Copy of Electrical load, sanctioned in the name of firm/proprietor justifying the load for the machines installed in premises along with a copy of current Electricity Bill. Details of the Generator, if installed must be enclosed.		
(j)	Certificate of incorporation of copy of Memorandum & Article of Association or partnership deed if not a Proprietary Firm, must be attached.		
(k)	The Bid shall be accompanied with the Bid Security of Rs. 8,45,500=00 for Sheet offset and by way of Bank Draft/Par order in favour of the ' <b>Bihar State Text Book Publishing Corporation Ltd., payable at Patna</b> . For small scale industry units located in Bihar, no Bid Security is required a latest certified copy in original of permanent registration certificate as printer should be enclosed..		
(l)	Details of any other existing printing work load/commitment, at present.		
(m)	The bidder should submit his financial positions with a supporting letter from their Banks confirming the availability of fund to meet the working capital requirement for execution of the Agreement/Contract.		
(n)	the bidder should submit his financial positions with a supporting letter from their Banks confirming the availability of fund to meet the working capital requirement for execution of the Agreement / Contract.		

Signature & Seal of the bidder.

File: C: \BID DOC REPORT CARD.