Chhattisgarh Text Book Corporation Raipur

2nd Floor, Haribhoomi Press Premises, Dhamtari Road,
Tikrapara, Raipur, Chhattisgarh- 492001
Phone -0771- 2422151 Fax- 2422151
website & www.cgtbc.org, Email- cgtbcraipur@gmail.com

Tender Notice No. P-3 Part - 2 / 2015-16

TENDER FOR

(Remaining Printing Work of Second call) Part - 2

Printing, Binding and Distribution of Textbooks

(without paper)
(On all India basis)

For the Academic Year 2015-2016

TENDER DOCUMENT

Last date for online Bid Submission :- _____ As mention in Tender Time Schedule (Key Dates)

Date of opening of tender - As mentioned in Tender Time Schedule (Key Dates)

Cost of Tender Form : Rs. 5,000/-

CHHATTISGARH TEXT BOOK CORPORATION, RAIPUR

ELIGIBILITY CONDITIONS FOR THE PRINTER

1. **Printer must have successfully completed at least 1 text book printing work of Rs. 50Lacs or 2 text books printing works of not less then Rs. 30Lacs each in any one of the last 3 academic years (i.e. , 2011-12,2012-13, 2013-14) for any Government/Semi government/NCERT/any text book corporation of any state in India or any Secondary Education Board.**

   Or

   Printer must have a minimum 3 years experience of printing work other than of text book and average annual turnover of Rs. 50Lacs of printing. Please attach last 3years audit report certified by C.A. (F.Y. 2011-12 and 2012-13 and 2013-14).

2. **The Printer must own one web Printing machine in his own name/firm/company name. Printers not owing at least 1 web machine will not be considered.**

3. **Chhattisgarh Textbook Corporation's valid Press Registration Certificate for the year 2014-15.**
4. **Printers must make available their premises and machinery for inspection to CGTBC officials either before the acceptance of offer or during the time of printing. Failure in doing so may be treated as non responsiveness of the offer or breach of contract.**

5. Printer must attached following mandatory self attested documents with the tender. Otherwise the tender will not be considered-
   (i) PAN Card / TIN number
   (ii) Partnership deed (if partnership firm) and registration certificate of Firm. In case of Company Registration Certificate, MOA & AOA.
   (iii) Latest Insurance Certificate of Printing Press unit for Insurance of damage of stock, machines & premises against fire, theft, earthquake and other disaster.
   (iv) Certificate of Factory Registration / Shop Act. license.

   (v) Performance Certificate of printing work done for text book corporation of any other state.

   (vi) Work order (print order) of last 3 years from text book corp. of any other state (if any).

   (vii) Self attested copy of Bill of WEB OFFSET Machine with cut off size. In the name of firm/company .

(viii) Self attested copy of Bill of REEL / SHEET FED OFFSET Machine. In the name of firm/company.

(ix) Self attested copy of Bill of Perfect Binding Machine. In the name of firm/company.

(x) Bill of Cutting Machine & Wire Stitching Machine in the name of firm/company.

(xi) Self attested copy of Bill of Electricity of Printing Press Unit.

(xii) Self attested copy of Bill of Shredding machine purchased by the Printer.

(xiii) If space is on rental basis submit agreement copy.

(xiv) If space is owned - separate land registry paper of each firm.

(xv) Power of Attorney issued in the name of Printer official on Rs. 100.00 non Judicial stamp paper.

(xvi) Debard/Black listed firm in any Government/Semi Government/Autonomous body or State Government need not to participate in the offer.

(xvii) Pre contract integrity agreement as in **Annexure IV.**

TERMS AND CONDITIONS FOR PRINTING OF TEXTBOOKS (ON WEB OFFSET MACHINE) WITH COVER FOR THE ACADEMIC YEAR 2015-2016

1. The Managing Director, C.G. Textbook Corporation, (hereinafter called 'Managing Director') invites online tenders for "Printing of textbooks on web offset machine with cover for the Academic Year 2015-2016". The bidding is open to all eligible registered bidders who qualify for bidding in accordance with the terms and conditions prescribed in the tender document. **Intended bidders have to enroll themselves on the portal http:// eprocurement.chips.gov.in**

1.1 Registration of Bidders on e-Procurement System

The bidder printer(s) who are already registered with C.G. TEXT BOOK CORPORATION have to register them selves on the e-Procurement System on the website **http://eprocurement. hips.gov.in** order to participate in tenders processed by C.G. TEXTBOOK CORPORATION using the e-Procurement System.

(a) E-tendering Helpdesk & Digital Signature assistance at Nextenders Raipur - 0771-4079400-Ext.412, 418, 419, 420,421

1.2 Digital Certificates

The Bids submitted online should be signed electronically with Class II/Class III Digital Certificate to establish the identity of the bidder

submitting the bid online. The Bidders may obtain Class II/Class III Digital Certificate issued by an approved

Certifying Authority authorized by the Controller of Certifying Authorities, Govern- ment of India. A Class II/Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Please note that it may take upto 7 working days for issuance of Class II/Class III Digital Certificate, hence the bidders are advised to obtain them at the earliest.

1.2.2 The Bidders may obtain more information and the Application Forms required to be submitted for the issuance of Digital Certificate from the e-Procurement Cell, C.G. TEXTBOOK CORPORATION, Raipur-492001.

(a) For more details, please contact e-Procurement Cell, C.G. Textbook Corporation, Raipur Tel. No. –0771-2421531, 422151

(b) E-tendering Helpdesk & Digital Signature assistance at 0771-4079400-Ext. 412, 421, 420, 422

Important Note

(i) Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data during the ONLINE BID PREPARATION.

(ii) In case, during the process of a particular tender the bidder looses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating

system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security.

(iii) The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

(iv) In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

(v) In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.

(vi) Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act, 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

1.3 Set Up of Bidders' Computer System

In order for a Bidder to operate on the e-Procurement System, the computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help file on setting up of the Computer System can be obtained from e-Procurement Cell.

1.4 Publishing of N.I.T.

For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published in the newspapers and the Detailed Notice and terms and conditions of tender shall be published only on the e-Procurement System. The bidders can view the Detailed Notice, Terms &

Condi tions of tender document and the time schedule for all the Tenders processed using the e-Procurement System on the website **http://cgtbc.chips.gov.in.**

1.5 Key Dates and time

The Bidders are strictly advised to follow the time schedule (Key Dates and time) of the tender for their side of tasks and responsibilities to participate in the tender, as all the stages of each tender are locked before the start time and date and after the end time and date for the relevant stage of the tender as set by the concerned Department Official.

1.6 Downloading of the Tender Documents

The tender documents can be downloaded online from the website **(http://cgtbc.chips.gov.in.** The tender shall be available for downloading immediately after the online release of tender and up to the scheduled date and time as set in key dates and time.

All the Bidders (Printer) are required to register on the e- Procurement System on the website **http://eprocurement.chips.gov.in** order to participate in tenders processed by C.G. TEXT BOOK CORPORATION using the e-Procurement System.

1.7 Payment for Portal service charge of E-tendering

The Portal service charge Rs. 4000/-+ taxes applicable is to be paid through on line internet banking or debit card

1.8 Preparation of Bids and Submission of Online Bids by the Bidders

The Bidders have to prepare their Bids online, encrypt their bid data in the bid forms and submit documents required to be uploaded related to the tender as per the time schedule mentioned in the key dates and time as given in the Notice Inviting Tender after signing of the same by the Digital Signature of their authorized representative.

1.9 Submission of Tender Fee And Earnest Money Deposit

The Bidders shall submit their Tender Fee and Earnest Money Deposit in technical bid envelope – "A" physically and the same should reach to the office of the corporation as stated in the Notice Inviting Tender and key dates and time.

The Bidders have to upload scanned copy of the Tender Fee, Earnest Money Deposit instrument along with the reference details in the relevant field during online bidding.

1.10 Opening of Tender :

The concerned Department Official receiving the tender or his duly authorized person shall first open the online **cost of Tender form Fee and Earnest Money Deposit** envelope of all the Bidders and verify with the scanned copy of the **Tender Fee** and **Earnest Money Deposit** uploaded by the Bidders. He shall check for the validity of Tender Fee and Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the prescribed requirements are incomplete in technical bid then the commercial bid and other envelopes of the concerned bidder received online shall not be opened. The concerned person shall then open the other envelopes submitted online by the bidders in the presence of the bidders or their authorized

representative who choose to remain present at the time of opening as per key dates and time.

For any further queries, bidders may kindly contact,

1.10.1 Mr. Sanjay Pillai Dy. Manager Printing -e-Procurement System and Senior Manager, G.G. TEXTBOOK CORPORATION, Raipur– 492001, Tel No. – 9826140011

2. **Interested eligible bidders may obtain the tender document, online only from portal https://cgeprocurement.gov.com.** The cost of document may be paid in cash or by way of a Demand Draft in favour of Managing Director, C.G. Text Book Corporation, payable at Raipur (C.G.)

3. The bid shall be submitted online in two sealed covers **"COVER A: TECHNICAL BID AND "COVER B: COMMERCIAL BID.** The hard copy of same (i.e. technical bid form annexure – (I) in physical form and print out of online commercial bid with seal and signature of authorized signatory) shall also be submitted by the bidder in two sealed covers superscribed with words **"COVER A : TECHNICAL BID FOR PRINTING OF TEXTBOOKS (ON WEB OFFSET MACHINE) WITH COVER FOR THE ACADEMIC YEAR 2015-2016 " AND "COVER B : COMMERCIAL BID FOR PRINTING OF TEXTBOOKS (ON WEB OFFSET MACHINE) WITH COVER FOR THE ACADEMIC YEAR 2015-2016".**

Aforesaid Sealed covers of hard copy (i.e. **technical bid form annexure-I in physical form and print out of online commercial bid with seal and signature of authorized signatory)** must be

received by post or dropped in the respective tender boxes as per the key dates and time i.e. (i) BOX 'A' – FOR TECHNICAL BID, COVER-A & (ii) BOX 'B' – FOR COMMERCIAL BID, COVER –B in the office of C.G. Text book Corporation, Tikrapara, Raipur. The idder shall be solely responsible for consequence of delay, in delivery of documents by the postal, authorities.

4. TECHNICAL BID in cover A (Annexure-I), and commercial bid, in Cover B, must be submitted online and hard copies as per key dates and time. Rates should be quoted in Commercial Bid only. Bid received after the deadline for submission of bids, shall not be considered and rejected summarily.

5. The authorized signatory of bidder shall sign every page of the hard copy of Technical Bid and print out of Commercial bid with date and seal of the press.

6. Online and hard copies of TECHNICAL BIDS of all the tenders received as per key dates and time, shall be opened in the presence of bidder or one authorized representative of that bidder, who may wish to remain present during the opening of the Technical Bids in the office of C.G. Textbook Corporation, Haribhoomi press, Raipur per key date and time.

7(a) The Managing Director shall cause to examine and evaluate the TECHNICAL BIDS submitted by the bidders and decision of Managing Director regarding qualification or disqualification of any technical bid shall be final and binding on the bidder.

7(b) If there is any discrepancy or difference arises in group number(s) of tender submitted online with the physical document, then information submitted online shall only be taken into consideration.

7(c) List of qualified bidder in tender bid shall be displayed on the notice Board of the Corporation and also be displayed on the website of the Corporation www.cgtbc.org.

8. The online COMMERCIAL BID of those bidders who qualify in online technical bid under the terms and conditions of tender document, shall only be opened in the office of C.G. Textbook Corporation (hereinafter called Corporation) as per key date and time, in the presence of bidder or one authorized representative of that bidder who may wish to remain present.

The Envelope 'B' of hard copies of commercial bid (printout of online commercial bid) will be opened, only if required and decided by the corporation, in the presence of the bidders.

9. The rates must be quoted both in words and figures. In case of any difference or discrepancy in words and figures of the quoted rates, the rate, whichever is lower, shall be considered.

10. TECHNICAL BID

(1) Envelope (A) to be submitted online and in hard copy.

(a) Bidders are required to submit their technical bid online, and are also required to upload scanned copies of documents online.

(b) The Technical Bid (Hard copy) shall be filled in format shown for printers already registered with the Corporation in Annexure-I.

(c) Cost of Tender form Fee and Earnest money deposit (EMD) in the form of Bank draft of any Nationalized Scheduled Bank drawn in favour of The Managing Director, C.G. Textbook Corporation, payable at Raipur or original receipt of cash deposited with the Finance Section of the 'Corporation'.

(2) **TECHNICAL BID** (Envelope-A) shall include the following documents, namely :-

(a) Information and declaration in prescribed format shown in Annexure I to be submitted by the printers registered with the Corporation.

(b) Printers registered with the Corporation Shall also submit the following documents, namely –

(i) Declaration that the press has not been debarred by any State Textbook Corporation or department of the Central Government or any State Government.

(ii) Information regarding deposit of Earnest Money Deposit in prescribed form ;

(iii) Undertaking of the printer to execute the work within the stipulated time period ;

(iv) Original Money Receipt of Cash Deposited with the 'Corporation' or Demand Draft of Earnest Money Deposit ; and

(v) Proof of authorization by way of notarized power of attorney executed by the bidder clearly stating that the signatory has been authorized to sign and submit the bid.

11. COMMERCIAL BID

The Commercial Bid shall contain the financial offer. The Commercial Bid shall be filled online & in printout of the same as per Annexure-III.

The Envelope 'B' containing the hard copy of commercial bid (printout of online commercial bid) will only be opened if required and decided by the Corporation, in the presence of the bidders.

12. TENDER DOCUMENT

The bidder is expected to read carefully all instructions, terms and conditions, tender form, appendix to tender document, agreement format, specifications, annexures, schedules in the tender document. Failure to comply with the requirements of bid submission shall strictly be at the bidder's risk. **Bids which are not substantially responsive to the requirements of the bid documents, shall be rejected without assigning any reason to the bidder.**

13. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

A tender/bid shall not be considered valid if :

(i) It is not received on or before the date and time or at the place prescribed for the purpose : (See Clause 3 & 4 of this document and as per key dates and time).

(ii) It is not submitted in the prescribed tender form and for which a fee of Rs. 5000/- (Rupees Five Thousand only) has not been deposited with the 'Corporation' in manner prescribed ;

(iii) If the bidder does not successfully submit the online Technical bid and Commercial bid and/or also does not submit hard copies of technical bid as well as commercial bid as per key dates and procedure mentioned in tender document ;

(iv) It is submitted without the prescribed amount of earnest money for each group, as prescribed in Annexure-II ;

(v) The earnest money is made in any other form than those stated in the tender document ;

(vi) More than one rate is quoted for a Group ;

(vii) Rates of more than one press are quoted ;

(viii) A printer submits more than one bid or authorizes more than one person for the submission of tender on his behalf ;

(ix) Authorization for submission of bid on behalf of bidder firm is not submitted in the form duly **notarized power of attorney ;**

(x) Hard copies of technical bid and printout of commercial bid have not been signed with date by the same authorized person and seal of the printing press is not affixed thereon ;

(xi) Online bid and hard copies of the technical bid and financial bid are not submitted, as per key dates and time ;

(xii) The tender is conditional and inconsistent with the terms and conditions of the Tender Document ;

(xiii) The declaration about technical competency by the press of printing the books of the group for which rates have been quoted, is not enclosed. (Annexure-III) ;

(xiv) The documents mentioned in clause 10 have not been submitted along with the technical bid.

14. The process of interpretation, evaluation and comparison of bids and recommendations concerning the award of the contract shall not be disclosed in any condition to any bidder or any other person.

CANVASSING IN ANY FORM SHALL RESULT IN REJECTION OF THE BID. After submission of bid no communication from the bidder to clarify, explain, supplement the bid shall be entertained in any form either oral or in writing. Such communication shall be strictly treated as canvassing.

15. EARNEST MONEY :

(i) The scanned copy of demand draft/money receipt of tender fee and earnest money should be submitted with online technical bid.

(ii) The hard copy of technical bid shall be accompanied with tender fee draft and earnest money deposit for each group as prescribed in Annexure-II for which the bid is submitted.

(iii) If the earnest money deposit by the bidder falls short of total calculated amount of the bid, then the group/ groups mentioned in reverse order shall not be taken into consideration.

(iv) Earnest money of the unsuccessful bidders will be returned, as early as possible, after finalization of the Tender.

(v) The earnest money of the successful bidders may be adjusted against the Printing Security Deposit at the time of execution of the agreement, on the request of bidder, to do so in writing.

(vi) The Earnest Money shall be forfeited if the bid is withdrawn within validity period.

(vii) The Earnest Money for the specific group/groups shall be forfeited if any of the following condition arise :-

(a) the successful bidder fails to furnish Printing Security Deposit within 10(ten) days from the issue of the letter of acceptance ;

(b) the successful bidder fails to execute an agreement within 10 days from the date of issuance of letter of acceptance.

(viii) No interest shall be paid on Earnest Money Deposit.

16. A specimen copy of the textbook shall be provided with the print order. Quality of ink, printing and binding shall strictly be as per specimen copy. In case of default complete lot of such books is liable to be declared unusable and rejected by the Corporation. Consequently upto the double cost of sale price of books shall be recovered from the printer. Such sub-standards printed books shall be delivered by the Printer with the Corporation Depot at his cost.

17. **<u>PRINTING RATES :</u>** **The rate quoted for the printing of textbooks for the academic year 2015-16 shall include the cost of following components, as the case may be –**

(a) All taxes, duties, cess, service, tax etc payable by the printer, according to provision of enactments, shall be born by him. The Corporation shall not be liable to pay any other new tax, duty, cess etc. levied by central govt., state govt. or local bodies and any upward revision of existing taxes, duties, cess service tax etc. during the contract period.

Note :-

(i) Non compliance of the above condition will result in withdrawal of the work from the Printer and the Corporation shall get the work executed at the risk & cost of the Printer.

(b) Processing, plate making, (P.S. Plate) correction making ;

(c) Composing (if required);

(d) Printing of text pages including cover.

(e) Binding (folding, gathering, stitching, pasting of covers, trimming the edges, bounding) and all other operations necessary for production of the text book in finished form ;

(f) Transportation (including loading) of paper from Raipur godowns of the Corporation upto Printer's destination.

(g) The packing, forwarding, transportation and unloading of books at the depots of the Corporation situated at North Zone And South Zone or any other place as directed by the Managing Director.

(i) No printing charges shall be paid for blank pages in the textbook.

(ii) For computing printing charges, a form of less than 8 pages, as the case may be, will not be treated as a full form and its charges will be allowed on proportionate basis i.e. actual number of pages printed vis-à-vis 8 pages as the case may be.

(iii) **RATES SHOULD BE QUOTED IN TERMS OF RUPEES & PAISA UPTO TWO DECIMALS PLACES @ Per form of 8 pages for finished book size of 20x27cms. including cover printing as specified in the tender document, (Annexure-III).**

(iv) If the rates are quoted more than two decimal places by the bidder, the rates upto two decimal places shall only be taken into consideration for finalization of Commercial bid.

(v) **Rates for printing are to be quoted, in terms of Rupees per one forme for each Group separately, as 'per the Annexure-III. The Rates for groups under bidding are to be quoted online in the prescribed column of the financial bid (Annexure-III). The rates should be quoted in figures as well as in words [e.g. Rs. .24 (paisa Twenty four only]. In case of difference or discrepancy in words and figures of the rate Quoted, the rate whichever is lower shall be considered.**

(vi) **The Corporation will make available paper for printing of textbook as per following details and the bidders shall keep in mind this while quoting the rates :**

Textbook S of	**Specification of**	**Specification**
of Class	**printing Paper**	**Cover Paper**
Class-1 To 12	70 gsm water mark maplitho paper (84cms reel/sheet)	220 GSM Art Card

The Corporation may change above specification without intimating to the successful bidder and he is bound to accept the same.

(VII) Detail of proposed text books to be printed with cover for the academic year 2015-2016 is attached as Annexure-II with this document.

18. **<u>BID VALIDITY PERIOD</u> :- Bid shall remain valid and open for acceptance for a period of 180 (one hundred and eighty) days from the date of opening of the commercial bid.**

19. (i) The Managing Director reserves the right to accept or reject any bid or all the bids without assigning any reason whatsoever, at any time prior to the award of the contract without incurring any liability to the affected bidders and any obligation to inform the affected bidders of the grounds. He also does not bind himself to accept the lowest bid.

(ii) The Managing Director reserves the right to accept the bid in full or in part and printer shall have no claim for revision of rates or other conditions if his bid is accepted full or in part.

(iii) If circumstances arise in which the Corporation is compelled to withdraw any printing work partially or fully, the Managing Director, reserves the right to withdraw completely or partially any printing work allotted to the printer before or after the execution of the agreement without incurring any liability. In such condition the printer cannot claim any compensation, damages or loss from the Corporation.

20 . (i) The submission of the tender shall be deemed to be the acceptance of all the terms and conditions contained in the tender document.

(ii) The bidder shall not impose any condition regarding the volume of work, which he would like to undertake as long as the work

allotted to him for the academic year is on the basis of rate quoted is within his assessed printing capacity.

21. **SELECTION OF SUCCESSFUL BIDDER :**

(i) On basis of L-1 rates quoted a bidder can be allotted maximum up to 500 m.t./machine Printing work.

(ii) On the basis of L-1 rates quoted a firm can be allotted maximum up to 1500m.t. of Printing work.

(iii) For allottment of work last 3 year performance will also be taken in to consideration.

(iv) If lowest rate has been quoted by more than one bidder, the work will be allotted by draw of a lottery amongst them

(v) In case quoted rates of a bidder are lowest in more than one group, the corporation reserves the right to allot those groups in ascending order of quoted rates upto his assessed capacity. Per machine /Per firm

(vi) In first call of the tender commercial bid of single tender shall not be opened.

(vii) In first call of tender, no negotiations or counter offer shall be made by the corporation.

(viii) If printing work of group/groups is not be allotted in second and onward calls to the bidder who has quoted lowest rate due to his disqualification for want of sufficient printing capacity, the

Corporation reserves the right to offer to do the printing work of that group on lowest rate or less rate to other qualified bidders of that group and such printer would be debarred or may be black listed by the corporation Such lowest rate will be displayed on the notice board and the website of the **'Corporation'. Interested bidder 'of that tender group shall respond within three days from the date of such display. In such case/cases acceptance of rate by the bidder shall be deemed as the rate quoted by him for execution of the work in accordance with the same terms and conditions of the Tender Document. If more than one bidder are willing to do the work of that group/groups, the work will be allotted on the basis of lowest rates quoted by them for that particular group. If the rate quoted by two or more bidders are same, then the work will be allotted by draw of a lottery.**

(ix) If the work can not be allotted amongst the bidders of particular group(s) due to any reason then the Corporation reserves the right to call offers from the qualified bidders of that tender having printing capacity for that particular group(s), at the L-1 rate quoted for that group(s) in the tender or less. **The lowest rate will be displayed on the notice board and the website of the 'Corporation'. Interested bidder of that tender group shall respond within three days from the date of such display. In such case/cases**

acceptance of rate by the bidder shall be deemed as the rate quoted by him for execution of the work in accordance with the same terms and conditions of the Tender Document. If more than one bidder are willing to do the work of that group/groups, the work will be allotted on the basis of lowest rates quoted by them for that

particular groups. If the rate quoted by two or more bidders are same, then the work will be allotted by draw of a lottery.

(x) It will be binding on the successful bidder who is lowest in one or more groups to complete and execute the work of entire group/groups for the academic year within the stipulated time, as per terms and conditions of this Tender Document.

Terms And ConditionFor the Tenderer For Printing, Binding and Distrbution of Textbooks For the section 2015-16

(1) Printers registered in C.G. Text Book Corporation, Raipur who are having their own printing machines and binding machines (complete printing and binding setup) for printing and binding minimum Two Lac copies of a book upto 128 pages of Centre Stitching and/or One Lac copies of a book of more than 128 pages of Perfect Binding per month are eligible to submit the tender.

The Corporation shall have the right to verify printing and binding capacity of the tenderer / printer if necessary.

Note:- For web offset printing cut-off size of machine strictly 578mm is required. Those who are not having 578mm cut-off web offset machine need not to participate in the tender and associated or leaged firm.There praposal will not be entertained for this tender.

(2) **The tendering shall be by two envelope system i. e. one envelope with 'Technical Tender' (Form 'A') and the second envelope with 'Commercial Tender' (Form 'B' without paper printing rate). The tender shall be submitted in prescribed forms and completed in all respects.**

The tender form should be filled in ink or typed and sealed at both the ends in a cover superscribed with the words in ink or typed 'Tender for Printing and Binding of Textbooks'. The envelope should be sent so as to reach the office of the Managing Director, Chhattisgarh Textbook Corporation Raipur before the time and by the date fixed for the submission of the tender.

(3) Tender shall be submitted in prescribed form only and completed in all respects. **Incomplete tender will be rejected**. **Tender form is non-transferable.**

(a) **The rate shall be quoted both in words and figures in the "Rate cards offered by the Tenderer in rate card Annexure III for without paper. In case of discrepancy between rate quoted in words and in figures, the rate in words will be treated as the correct rate of the tenderer and the rates quoted will be inclusive of printing (Inner + Cover), binding,**

transporting and inclusive of all taxes lavied / laviable by the state government / central government / local bodies and no separate payment will be made for any taxes and charges. It must be noted that, after rate quotation by bidder and agreement made with successful bidder, further changes (increase/decrease) in rates of duties/taxes due to change in tax structure/ policies by any State and/or Central Govt. will not take effect at all. Rate agreement will be valid and effective for one year from the date of agreement. Cover paper will be provided by the Corporation in shape of Sheet and Inner paper will be provided in shape of Reel/Sheet.

(b) **The tenderer has to quote his offer for any one or more groups or for all groups,(The details of groups are given in Annexure III enclosed with commercial tender form 'III' for without paper.**

The tenderers having capacity for Web Printing only should quote their offers in Annexure "III". Tenderers having capacity for printing by both process i.e. sheet-fed offset and web offset may quote their rate in all rate cards.

(c) The tenderer has to quote rate according to their capacity shown in registration certificate.

(4) (i) Demand draft for EMD for group/groups of which the rate is quoted as Earnest Money Deposit drawn on any Nationalised / Scheduled bank payable at Raipur in favour of 'Managing Director, Chhattisgarh Textbook Corporation Raipur'. The demand draft towards earnest money should be submitted in a separate envelope marked E.M.D. and kept in the envelope of 'Technical Tender' Annexure "I". D.D. drawn on other than Nationalised / Scheduled bank will not be accepted. Cheque will not be accepted. Tenders without earnest money or inadequate amount of Earnest Money shall be rejected on the spot at the time of opening of tender. Refund of Earnest Money/Security Deposit due from Corporation against previous transaction, if any, will not be considered for this tender.

(ii) The earnest money deposit will be forfeited, if the tenderer fails to execute the contract after acceptance of his rate.

. ***The rates quoted will be inclusive of printing, binding, transporting and inclusive of all taxes lavied / laviable by the state government / central government / local bodies and no separate payment will be made for any tax.***

(5) Following documents should be enclosed with Tender :-

(i) Earnest Money Deposit (EMD).

(ii) If the Tenderer is a partnership firm then registered Partnership Deed and valid Registration Certificate of Firm under Indian Partnership Act 1932 and If Tenderer is a Company- the certificate of Incorporation of Company as the Indian Company Act 1956 along with MOA and AOA.

(iii) Audited Financial Statements (B/s.PL) along with Audit Report of last Three Financial Years. of such firm/Company/Business entity.

(iv) Attested copy of Valid Registration of the Printing Unit under Factory Act/Shop Act.

(v) Attested copy of PAN Card.

(vi) Performance certificate & copy of work order (P.O.) of the any Textbook Corporation

where you worked in the year 2012-13, 2013-14, 2014-15

(6) Validity for the **tender** will be one year. Tenders bearing validity less than one year are

liable to be rejected.

(7) OFFERS REGARDING RATES SHOULD NOT BE QUOTED IN THE TECHNICAL TENDER IN ANNEXURE-1 IT SHOULD BE QUOTED IN THE COMMERCIAL TENDER IN **ANNEXURE III FOR (WITHOUT PAPER PRINTING) .** WHICH IS TO BE ENCLOSED IN SEPARATE ENVELOPE, DULY SEALED.

(8) Tenderer has to submit 02 (two) envelops "A" "B" with prominently superscribed as-

Envelop "A" - TECHNICAL TENDER

Envelop "B" - COMMERCIAL TENDER FOR WITHOUT PAPER PRINTING

The Tenderer should also write the name and full address of the press on all three envelopes.

(9) (i) Last date for online Bid Submission :- _____ As mention in Tender Time Schedule (Key Dates)

(ii) Date of opening of tender - As mentioned in Tender Time Schedule (Key Dates)

(iii) The tenderer must furnish information about mode of transportation for dispatch of finished books to North zone Depot & South Zone Depot.

(10) There should not be any overwriting and erasures in filling up of the tender form. Mistakes, if any, may be scored out and neatly written and duly attested by the signatory.

(11) The right to accept or reject any tender or all tenders (Fully/Partly) without assigning any reason is reserved by the Managing Director of the Corporation.

(12) Any dispute related to this tender and arising out of terms and conditions thereof, will be subject to Raipur judicial jurisdiction only.

Certificate to be recorded by the Tenderer while submitting offer

I / We have carefully read and understood the above important instructions, terms and conditions of the Tender and I / We hereby agree to abide them without any prejudice and reservation.

Tenderer's Official Signatory
Name and Designation with Rubber Stamp
or Official Seal of the Firm

Date :
Place :

ENCLOSURE TO TECHNICAL TENDER ANNEXURE-1
(for the Academic Year 2015-16)

1. E.M.D. (Demand Draft) Yes / No

2. Tenderer registered in CGTBC Raipur Yes / No

   if yes give Press Registration No. .....

3. (a) Self attested copy of valid S.T./C.S.T./VAT Registration Certificate Yes / No
   (b) Self attested copy of valid S.T./C.S.T./VAT Clearance Certificate Yes / No
   (c) Self attested copy of valid S.T./C.S.T./VAT Exemption Certificate (if available) Yes / No
   or
   Copy of relevant Govt. Orders/Rules
   (d) Self attested copy of PAN Card/Tin No. Yes / No
   (e) Self attested copy of Service Tax Registration Certificate Yes / No
   (f) Address of Sales Tax Office .....

4. Attested copy of valid Factory Registration Certificate of the Printing Unit Yes / No
   or
   Attested copy of valid Registration Certificate under Shops and Establishments Act 1948 Yes / No
   or

	Attested copy of Registration Certificate of partnership deed and copy of registration cerficate in original be submitted with the tender form (If partnership firm).	Yes / No
5.	Power of Attorney issued in the name of tenderer official on Rs. 100-00 non Judicial stamp paper.	Yes / No
6.	Performance Certificate of the any Textbook Corporation where you worked 2012-13, 2013-14, 2014-15	Yes / No
7.	No child labour Certificate.	Yes / No
8.	Declearation that the Press has not been debarred/black listed by any State Textbook Corporation or Department of Central or any State Govt.	

Tenderer's Official Signatory

Date : **Name and Designation with Rubber Stamp**
Place : **or Official Seal of the Firm**

Note : (1) Technical Tender not enclosing the documents mentioned in Sr. Nos. 1, 2, 3 to 3(a)(b)(c)(d)(e) and 4, 6, 7 are is liable to be rejected.

(2) The tenderer will have to produce original documents of the above certificates for verification at the time of opening of technical tender.

Other Terms and Conditions for the Tender for Printing, Binding and Distribution of Textbooks : (for the Academic Year 2015-16)

1. **The tenderer has to quote his rate for any one or more groups or for all groups, (The details of groups are given in Annexure "II" enclosed with commercial tender form Annexure'III' for without paper.**

2. (a) The successful Tenderer i.e. Printer shall be required to enter into an Agreement on Rs. 100/- stamp paper with the Corporation and comply with necessary legal formalities as per the Indian Contract Act 1872. The successful tenderer will bear all legal expenses of execution of the Agreement.

   (b) The period of contract shall be for one year from the date of entering into agreement. The copyright of every book shall always rest solely with the Chhattisgarh Textbook Corporation Raipur.

(c) If the tenderer fails to execute the agreement and fails to furnish security deposit amount within the time mentioned above, the earnest money shall be forfeited and / or the Tenderer shall be liable to be debarred from participation from future tender for a period of three years.

(d) **After allotment of printing works the tenderer will have to pay 10% of the cost of work entrusted as a security deposit.** Security deposit should be paid by Demand Draft on any **Nationalised / Scheduled Bank payable at Raipur in favour of the 'Managing Director, Chhattisgarh Textbook Corporation Raipur.'** within fifteen days of the acceptance of work order. Earnest Money of the successful tenderer would be refunded after payment of security deposit or adjusted against security deposit. Earnest Money of the unsuccessful tenderers will be refunded as early as possible after finalisation of the tender process. No interest would be paid on such amounts.

(e) The Earnest Money shall be forfeited :

(i) if the tender is withdrawnat any time prior to its rejection or

(ii) before or after its acceptance is communicated to the tenderer or

(iii) if the successful tenderer fails to execute an agreement and fails to furnish security deposit within 15 (fifteen) days from receipt of the letter of acceptance.

(f) The security deposit will be refunded as early as possible after the satisfactory performance of the contract. No interest would be paid on such amounts.

3. The printer will be eligible for payment upto 85% of the printing and binding charges within 30 days after supplying total Depot wise quantity of books as per the schedule given by the Corporation and for this printer must comply following Delivery & Payment Scheme and submitt Documents mentioned-

(a) Scheme of Delivery and Payment

(i) for each delivery of Printed Books (forming part of total Print Order to be supplied) printer must prepare "challan" (in Three copy, in different colors & in prescribed formate) by following manner-

- 1st copy - Original for Printer
- 2nd copy - for Depot
- 3rd copy - for Head Office

(ii) 2nd and 3rd copy should be sent to depot with books at the time of delivery.

(iii) Printers must get checked & stamped the 3rd copy of challans immidiatly at the time of delivery regarding correctness of quantity & discription of Books supplied, then 3rd copy must be submitted to C.G. Textbook Corporation Head Office, Raipur. immediately.

(iv) It must be necessary that depot manager count at least 10% books at each delivery. (printer& book wise) and send Report of actual Received Books.

(v) To get payment from C.G. Textbook Corporation Head Office, Raipur. printer must submit original bill in triplicate containing details of respective challans in bills.

(vi) No payment (part/full) will be made to any printer unless submission of 3rd certify copy of chalan along with depot manager's certificate.

(vii) No payment (part/full) will be made on carbon copy/photo copy of bill.

(b) Documents to be submitted.

(i) GRN of books/Delivery Chalan received by the authourity.

(ii) Letter of submission of positive.

(c) The Managing Director reserves the right to withhold remaining 15% of the printing charges claimed for a period of 120 days from the date of last supply of total order of books as a safeguard against the printing and other defects which may be discovered later on.

4. (a) The instances like power failure, water shortage or closure of Printing Press due to an order imposed by the Factory Inspector or strike by workers shall not be 'acceptable reasons' for the delay in delivery.

(b) The tenderer shall keep his offer open for **one year** from the date of entering into agreement.

5. The rates once accepted by the Corporation will hold good till the completion of the order. No increase or decrease will be considered on any account at any time.

6. (a) The commission if any, charged by the Banker of the Tenderer, shall be borne by the Tenderer himself.

(b) The Policy of Transit Insurance is to be drawn by the Tenderer. Books and Paper in transit will be at the risk of the Tenderer.

(c) It is obligatory on the part of the tenderer to insure the stock of paper obtained from the Corporation at full value of paper. Insurance Policy should be drawn in favour of "CHHATTISGARH Textbook Corporation", Raipur on the basis of goods held in trust and copy of the policy produced to the Corporation at the time of agreement.

7. (a) **Tender will be accepted on the basis of Rate quoted in Annexure III enclosed alongwith the tender form .** It will be binding on the Tenderer to supply required quantity of books printed as per the sample or finally approved by the representative of the Corporation or persons authorised by the Corporation. **In this connection no deviation shall be accepted in respect of printed material other than as per the sample. In case the Tenderer fails to supply the books as approved by the Corporation or commits breach of any one or more conditions of the tender, the Managing Director shall be competent to forfeit the Security Deposit in full or in part**. In addition to this, the Corporation reserves the right to get printed balance quantity of books from other sources / tenderers at the risk and cost of the defaulter tenderer. The extra expenditure incurred by the Corporation in printing and binding of such balance quantity of books at higher rates from other sources shall be recovered from the defaulter tenderer. The Managing Director's decision in this matter shall be final and binding on the Tenderer.

Formate of Challan

Challan No..... Date.....

Order Reference .....Total Qty to be supply.....

Part supply number (1) (2) (3) (4) Total Allotment.....
Supply to Depot.....

Previous supply details			This Supply		Remaining qty to be supply
Challan no	Qty	Date	Descriptions	Qty	

Verify by
(Depot Manager) Chacked by Prepared by

(b) An additional order to the extent of 50% of the total quantity alloted to the Tenderer for any book can be placed by the C. G. Textbook Corporation with the successful tenderer, within the period of the contract on the same terms and conditions and at the same rates as accepted for the tendered quantity. The books of the additional order shall have to be supplied within the time specified by the C. G. Textbook Corporation. The work order can also be curtailed upto 50% of the total quantity alloted to the Tenderer by the C. G.

Textbook Corporation within contract period without any liability on the C. G. Textbook Corporation.

8. Tenderer have to lift paper from corporation's paper depot. If in any circumstances paper supplied to tenderer at their press, transportation charges from paper depot Raipur to their destination will be recovered from tenderer.

9. **Failure to fulfill any of the contractual obligations and/or execution of contract after its acceptance by the tenderer and/or breach of any provision in the agreement by the successful tenderer, and/or violation of the terms and conditions of Technical and Commercial Tender, it may qualify the tenderer liable to be black listed.**

10. If it feels necessary, corporation will take printing machine trial at any time any stage to check printing machine's conditions and printing quality, for that corporation will provide standard colour patch for four colour printing. It should be in the form of CD or positive.

11. (A) After allotment of printing work the successful bidder shall have to deposit with the corporation an amount of Rs. 20 lac (twenty lac) as paper security deposit to be required for execution of allotted printing work in form of Bank Draft in favour of Managing Director, C.G. Textbook Corporation payable at Raipur.

(B) If successful bidder is unable to deposit Paper Security Deposit in the form of Demand Draft as mentioned in above sub clause the Managing Director may give him option to submit a Bank Guarantee or Fixed Deposit Receipt (in the name of Managing Director CGTBC for one year) of a Scheduled Bank pledged in the favour of Managing Director, C.G. Text Book Corporation Raipur, for an amount of Rs. 20 lac (twenty lac) as paper security deposit to be required for execution of allotted printing work. Such a Bank Guarantee or Fixed Deposit Receipt shall remain valid for a period of one year. Bank guarantee or fixed deposit receipt of C.G. Rajya Sahakari Bank can also be accepted.

(C) Printer shall not be allowed to take the delivery of printing paper and cover paper more than Double the quantity of paper as security deposited by him.

(D) The printer should not print any other matter on the paper which is supplied to him by the corporation. The Tenderer can sell the allowed paper wastage either

printed or blank to the paper mill after cutting it into small pieces by **shredding machine** for making of paper pulp and obtain a certificate from the paper mill thereof. For shredding of wastage atleast two shredding machine are necessary in every press. In turn the printer will submit this certificate during the final settlement of his dues. In case of failure to do so, legal action can also be taken against the defaulting printer and Tenderer will be black listed for 3 years,

12. The Tenderer shall get the paper visually inspected and satisfy himself that the paper is of the requisite quality and quantity before lifting the paper from Corporation,s Depot. No complaint thereafter regarding the paper shall be entertained.

13. The paper security deposit/ fixed deposit/bank guarantee will be adjusted against any dues or recoveries or penalties from the printer to the Corporation.

14. If any excess paper beyond the admissible consumption or otherwise reaches the printer, the same shall have to be returned by the printer in good condition to the Corporation immediately. In case of failure to do so, the tenderer shall be levied a penalty @ 1.5 times the cost of paper.

15. If there are issues pertaining to quality of paper regarding gramage and printability, the printer shall immediately bring such facts to the notice of the Manager, Depot and Genral Manager C.G. T.B.C. Raipur. The samples should be drawn in presence of the authorised representative of the paper mills and sent to the Manager, Depotand Distribution of the Corporation for laboratory testing.

16. (i) If during process of printing there is extra spoilage of paper over and above the permissible limit, such extra paper so required may be allowed on printer's written request @ 1.5 times the cost of paper.

    (ii) If during the course of printing the Corporation reduces the work order of any book, the printer will have to immediately inform the position of actual forms printed out of the original order. He has to return the balance paper in good condition immediately. Failure to return such balance paper **printer will be black listed for 3 years.**

    (iii) The Tender shall use the same paper for printing of textbooks as provided by the Corporation. If any other paper of any other specification is used, such copies of the books will be rejected and the rejected books will be confiscated and the order for printing such quantity of books in question will be given to any other printer at the cost and risk of defaulting Tenderer. In such case **printer will be black listed for 3 years.**

(iv) If any recovery on account of cost of paper, remains as balance to be recovered from the Bank Guarantee or from the security deposit, it shall be adjusted against the dues payable to the printer.

(v) The Printer shall ensure that the paper supplied by the Corporation is used for Corporation's work only and that it is not misused. If it is found that the paper supplied by the Corporation has been misused or sub-standard paper has been used for Corporation's work, the Managing Director reserves the right to cancel the Work Order forthwith and take possession of printed material along with the balance stock of paper supplied by the Corporation. In such event, the Managing Director shall also have the right to forfeit Security Deposit and Bank Guarantee of the concerned printer. Such printer shall not be entitled for any payment for the work executed by him and he may be liable to be black listed by the Corporation.

17. (a) "Wastage will be allowed to the printer on the paper required for printing of the book at the following scale.

(i) Printing in single colour (Web and Sheetfed) - 2 %

(ii) Printing in Three and Four colour (Web and Sheetfed) - 3%

(iii) For cover printing - 3%

(b) The Corporation will provide the required positive to the printer, the printer will however have to collect the same from the office of the C.G. TBC Raipur. The printer shall not make any changes in positive. **Corporation will provided printed approved colour proof. Tenderer should see that printing is done as per approved colour proof given to him and as per the required standerd and quality. However in later case the entire responsibility lies upon the tenderer and tenderer will be black listed for 3 years for the same.**

18. The binding should be done as per the specifications given below -

Stitching : Up to 128 pages Centre Stitching/side Stitching is to be done.

Perfect Binding : More then 128 pages including cover perfect binding is to be done.

Perfect Binding : Automated machines with notching, side gluing of good quality.

(a) The Tenderer should ensure that all forms are cut into loose leaves before application of adhesive.

(b) Notching depth should be minimum of 0.5 mm and distance between two consecutive notches should be at least 0.10 mm.

(c) The adhesive applied should be of good quality and the minimum thickness/coating of adhesive on book back should be 0.5 mm.

Trimmed sizes of books : 20 × 27 cms.

For books upto 128 pages **centre stitching/side stitching** is to be done. For books more than 128 pages **perfect binding** is to be done.

19. (i) In case of delay in supply of books, tenderer shall be liable to pay penalty @3% (three percent) per week on the printing and binding charges of the balance quantity as per the tendered cost for first four weeks and thereafter If the delay is more than 28 days the printing security deposit of the printer may be forfeited & the printer may also be debarred from participation for 3 (three) years for any tender issued by the 'corporation' and the remaining printing work may be allotted to other printer at the risk and cost of the defaulting printer. The penalty may be imposed even if the delay in supply has not resulted into any financial loss to the Corporation. However, Managing Director at his discretion may condone the delay.

(ii) If the progress of work at any stage is found slower than expected and if the Corporation is convinced that the printer will not be able to complete the work in time, the Corporation shall cancel the contract in full or in part and give it to other tenderer at the cost and risk of defaulting printer. In the event of such cancellation, the security deposit of the tenderer shall be forfeited and the printer will not be entitled to any compensation.

20. The printer shall stack the books in 25/50 as specified in the order duly tied with machine strapping strong enough to bear the weight of the packet. The packets then should be packed/bundled . The weight of the each bundle should not be more than 55 kg. and printer paste one lable on top of the each bundle containing detailes of books,name of books,no of bundle,class of book,printer's name, name of scheme,medium etc.

21. The losses, damages and shortages in transit or otherwise shall be borne by the printer. In case of damage claim/insurance claim, the printer shall keep such damaged goods aside for insurance assessment and should not dispose off or use it till such assessment is done and such goods should be returned to the Corporation.

22. The printer will return original positive etc. supplied by the Corporation in good condition, within 3 (three) days from the date of despatch of the last lot of the

ordered books. In the event of any loss, damage or non-return of the aforesaid materials, the printer shall be liable to pay cost of positive.

23. In case of misuse of positive, art-pulls or butter print supplied by the Corporation the Managing Director reserves the right to cancel the work order forthwith and to take possession of such material with the balance stock of paper and materials supplied by the

Corporation. In such event, the Managing Director shall have the right to forfeit security deposit and bank guarantee of the concerned printer. Such printer shall not be entitled for any payment for the work executed by him and he may be liable for black-listing by the Corporation.

24. The printing must be of standard quality. The ink to be used for printing must be of standard quality. The face of the printed type must be sharp. Half-tone reproduction should contain all details. There should be no scum or tint on the printed page.

25. **In case some books are found rejected on account of printing or binding mistakes or bad printing or defective binding etc., in all such cases entire books will be rejected and Corporation will take custody of such rejected books and printer have to supply good quality printed books on his own expenses. If printer will not do so. Tenderer may be liable to be black listed for 3 years.**

26. The entire book must be printed by offset printing process only. The Printer shall not print more than the ordered no. of copies. If printed so than only 01% (One) of the ordered copies will be accepted by the corporation, for which only binding charges will be paid . to printer and all excess printed copies has to be return to depots of corporation only. failing to which the printer will be black listed.

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

28. The Managing Director of the Corporation or any person authorised by him shall have the right to enter the premises of the printer where the said printing/binding work is being carried out and to inspect the work and its progress during the work schedule of the press.

29. In matters of interpretation of technical specifications, terms and conditions of technical and commercial tenders or any other related matters; the decision of the Managing Director of the Corporation shall be final and binding upon the printer.

30. Capacity shown by the printer in tender form will be inspect by the corporation officials as and when required.

31. If the tenderer is awarded the lowest rate printer on the basis of L-1 rate of group/groups and corporation allot the printing works to the tenderer on the basis of his L-1 rate (Lowest Tenderer) of group/groups if tenderer refused to do the printing work or work not completed, In this condition corporation has right to put the tenderer in BLACK LIST for 3 (Three) years and security deposit and EMD will be forfeited.

32. No printing charges shall be paid for blank pages in the textbook.

33. . For perfect binding good quality glue to be used quality of glue will be checked by the corporation official as and when required.

34. Printer must use good quality glossy ink for cover printing of text books. If low grade ink used by tenderer, Managing Director C.G. Text Book Corporation, Raipur reserve the right to reject such type of books.

35. If the quality of the printing, binding/cover pasting, stitching, trimming etc., is found to be inferior or substandard the Corporation may impose at his discretion a penalty upto 10% of the printing charges. This penalty will be in addition to the penalties under other clauses.

36. In case any complaint, civil suit, criminal case is filed against the Corporation, in appropriate forum/cour for misprint, sub-standard workmanship of book, misuse of paper or distortion of National symbols in any form under the Provisions of The Prevention of Insults to National Honour Act, 1971 the Printer shall solely be liable for such legal consequences.

Certificate to be recorded by the Tenderer
while submitting offer

I / We have offered the tender for the printing, binding and distribution of textbooks in the prescribed form. I / We have read and understood the above terms and conditions and accept them unconditionally. I / We offer this tender and the offer shall be binding on us and shall remain open for consideration for one year from the date of entering into agreement.

Tenderer's Official Signatory

Date : **Name and Designation with Rubber Stamp**

Place : **or Official Seal of the Firm**

CHHATTISGARH TEXT BOOK CORPORATION RAIPUR

2nd Floor, Haribhoomi Press Premises, Dhamtari Road, Tikrapara, Raipur, Chhattisgarh - 492001
Phone -0771-2422151 Fax- 2422151

TECHNICAL TENDER (Annexure 1)

For Printing, Binding and Distribution of Textbooks
(for the Academic Year 2015-16)

1. Name of the Press : .....

2. Full Address - Office : .....
.....

- Works : .....
.....

3.(A). Status :Proprietry / Partnership / Corporation / Limited Co. /
Society etc.

4. Telephone No. - Office : .....
Works : .....
Fax No. : .....
E-Mail Address : .....

5. Name of the Proprietor / : .....
Partners / Directors .....
Mobile No. : .....
Residential Address : .....
.....

6. No. of Units, if any and : .....
their Names, Addresses .....
and Telephone No./ .....
Fax Nos./ E-Mail Address .....

7. **Note - No rates should be quated in the technical bid in Annexure I, rates should be quotd in the commercial bid in Annexure III only.**

8. Details of Earnest Money Deposit enclosed

(Earnest Money Deposit to be enclosed only for group/groups quoted)

S.No. Group No.	S.No. Group No.	Prescribed Deposit	EMD Bank No.	Draft Amount	Name of Bank

9. Details of Tender document Fee.

10. Last Date and Place of submission of hard copy of the tender : **As per key dates mention in Portal**

Place : Office of the Managing Director, Chhattisgarh Textbook Corporation Raipur 2nd Floor, Haribhoomi Premises, Dhamtari Road, Tikrapara, Raipur, Chhattisgarh.

11. Ratefor group/groups offered. :

(Give detal of group number)

(The tenderer has to complete printing and distribution of books **within 90 days.**)

(Please state the firm commitment in terms of number of copies upto 128 pages Centre Stitchng/side Stitching and more than 128 pages Perfect Binding.

No. of colours	No. of copies Centre Stitching Upto 128 pages	No. of copies Up to 128 pages side Stitching	More than 128 pages in Perfect Binding
Single Col.			
2 Col.			
4 Col.			

12. Period of Supply : **90 days from issue of Positive**

13. Period of Validity of tender : One year form the date of agriment.

14. Statutory permissions required for running a printing press. :

(a) The Factories Act 1948 : Registration No. Date

OR

(a) Shops & Establishments: Act 1948 or / relevant State Act — Registration No. — Date

15. Is your firm registered under 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 proprietory : ..... printing press.
.....

16. Printing Machinery * :

(a) **Sheet-fed Offset**

Size	Make	Year	No. of Colours	Nos.

(Attach separate list, if necessary)

*(should be match with the bill of machines submitted).

(b) **Web Offset with 578 mm Cut off ***

	M/C No.1	M/C No.2	M/C No.3	M/C No.4	M/C No.5

(1)Make					
(2)Year					
(3)No.of Colours					
(4)Speed per hr.					
(5)Width/cut off					
(6)Any other					

If the number of machines are more than five, enclose a separate sheet.

*(should be match with the bill of machines submitted).

(c) H.P. required to run the machine.

(d) Number of persons employeed directly or indirectly in your printing press.

1. Directly .....

2. Indirectly (Contract Labour).....

17. Printing capacity per day.

No. of Cols.	**No. of Impressions**		
	24" x 34"	**17" x 24"**	**578 mm web**
Single Col.			
Two Col.			
Four Col.			

18. (a) Nature of Binding machines owned by the tenderer (enclose layout plan with original

bill of machine.)

(b) **Binding Machinery : ***

Binding Machinery	**Make**	**Size**	**No.of Machines**	**Automated/ Manual**	**No. of Gathering Stations**	**Speed per hour**

Folding 16 pp/32 pp						
Centre Stitching						
Cutting Machines						
Gathering Machines						
Perfect Binding						
Hot Lamination Machines						
Other Machines						

*(should be match with the bill of machines submitted).

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

19. State your binding capacity : per day in terms of books **No. of Books**

Centre Stitching/Side Stitching

.....

128 pages books Perfect Binding

.....

(a) Upto 4 forms of 16 pages :

.....

(b) 5 or more forms of 16 pages :

.....

Perfect Binding

20. Please indicate firm commitment as to how much binding capacity :..... No. of copies of Centre Stitching would be made available for books per day.
Corporation's work by your bindery ..... No. of copies of Perfect Binding books per day.

21. Printers has to submit following :

(a) Current month electricity bill of each unit.
(b) If space is rented – agreement copy of each separate unit.
(c) If space is owned – separate land registry paper of separate unit.

22. (a) Complete insurance particulars and stock against theft, fire, burglary etc. :

(b) State whether Corporation's material and goods viz. paper, printed material etc. would be covered by insurance ? :.....

23. Name and Address of your Bankers stating the name in which the account stands and notify change, if any, effected. :.....

24. Are you doing textbook printing work for Textbook Corporation of any State in India. If yes,
(a) For which State/States .....

(b) Since when .....

(c) How many copies you have printed in academic year 2012-13, 2013-14, 2014-15 (certify by Technical Head of Firm/Company or by Properitor) .....

(d) Please obtain Performance certificate from Textbook Corporation, where you are doing printing work and enclosed with tender form. .....

- :: DECLARATION :: -

I ---------- S/O Shri ---------- -------proprieter / partner / ---------- (Name of Firm) here by declare that the information given in this form is correct and true and if any information is found to be untrue or false, the tender is liable tobe rejected.

I also solomnly declare any information above is found untrue / false but the order has been placed on the basis of above information, the corporation is at liberty to cancel the order.

Tenderer's Official Signatory
Date : Name and Designation with Rubber Stamp

Place **:** **or Official Seal of the Firm**

Chhattisgarh Text Book Corporation Raipur

2nd Floor, Haribhoomi Press Premises, Dhamtari Road,
Tikrapara, Raipur, Chhattisgarh- 492001
Phone -0771- 2422151 Fax- 2422151
website & www.cgtbc.org, Email- cgtbcraipur@gmail.com

TENDER FOR

Printing, Binding and Distribution of Textbooks

(without paper)
(On all India basis)

For the Academic Year 2015-2016

COMMERCIAL TENDER

(Remaining Printing Work of Second call) Part - 2

(AnnexureIII)

Tender Notice No. P-3 Part - 2 /2015-16

Chhattisgarh Text Book Corporation Raipur

2nd Floor, Haribhoomi Press Premises, Dhamtari Road,
Tikrapara, Raipur, Chhattisgarh- 492001

COMMERCIAL TENDER (Annexure III)

For Printing, Binding and Distribution of Textbooks
(for the Academic Year 2015-16)

Full Name and Address : .....

of the Printer .....

.....

.....

Postal Address :.....

.....

.....

Telephone Nos. (a) Office :
.....

(with STD Code) (b) Works :
.....

(c) Cell :
.....

(d) Fax :
.....

(e) PAN No. :
.....

Annexure II

NORTH ZONE- Raipur, Dhamtari, Mahasamund, Durg, Kankar, Jagdalpur, Rajnandgaon
SOUTH ZONE- Kawardha, Bilaspur, Janjgir, Korba, Raigarh, Ambikapur, Jashpur

FOR PRINTING, BINDING AND DISTRIBUTION OF <u>FOUR COLOUR</u> INNER TEXT AND COVER PAGE BOOK SIZES WILL BE 20X27 C.M. FORM OF 8 PAGES ON 70 GSM WATER MARK MAPLITHO PAPER (84 C.M.REEL) AND 220 GSM ART CARD

Upto 128 Pages Center/Side stiching is to be done & more than 128 pages Perfect binding is to be done.

Group No	Sub Group No	Name Of the Book	Class	Approx No Of Pages	Approx No Of Books	Approx Qty Of Paper	Required EMD in Rupees
5	B	Samekit Part 1 Kanker Goundi(NZ)	3	248	6530	3.54	
	C	Samekit Part 1 Baster Halbi (NZ)	3	248	34740	18.85	
	D	Samekit Part 1 Dantewada Goundi(NZ)	3	248	18360	9.96	
						32.35	**25000**
6	B	Samekit Part 1 Sargujiya (SZ)	3	248	48840	26.50	
	C	Samekit Part 1 Kuduk (SZ)	3	248	32310	17.53	
						44.02	**25000**
9	B	Samekit Part 1 Kanker Goundi(NZ)	4	256	7950	4.45	
	C	Samekit Part 1 Baster Halbi (NZ)	4	256	39810	22.29	
	D	Samekit Part 1 Dantewada Goundi(NZ)	4	256	15000	8.40	
						35.15	**25000**
10	B	Samekit Part 1 Sargujiya (SZ)	4	256	62720	35.12	
	C	Samekit Part 1 Kuduk (SZ)	4	256	39600	22.18	
						57.30	**25000**
13	B	Samekit Part 1 Kanker Goundi(NZ)	5	256	6510	3.65	
	C	Samekit Part 1 Baster Halbi (NZ)	5	256	30580	17.12	
	D	Samekit Part 1 Dantewada Goundi(NZ)	5	256	13490	7.55	
	E	Yog Siksha Part 3 (SZ)		84	429995	79.01	
						107.34	**25000**
14	B	Samekit Part 1 Sargujiya (SZ)	5	256	56960	31.90	
	C	Samekit Part 1 Kuduk (SZ)	5	256	37830	21.18	
	D	Yog Siksha Part 3 (NZ)		84	495055	90.97	
						144.05	**25000**
17	A	Vigyan Avam Prodougik (NZ)	6	160	269595	94.36	
						94.36	**25000**
19	A	English Reader (NZ)	6	128	271156	75.92	
						75.92	**25000**
20	A	English Reader (SZ)	6	128	247874	69.40	
						69.40	**25000**
23	A	Samajik Vigyan (NZ)	7	184	265443	106.84	
						106.84	**25000**
25	A	Samajik Vigyan (NZ)	8	180	280699	110.53	
						110.53	**25000**
26	A	Samajik Vigyan (SZ)	8	180	265741	104.64	
						104.64	**25000**
29	A	Bharti (NZ)	8	152	285868	95.05	
						95.05	**25000**
35	B	Ganit (NZ)	8	240	272659	143.15	
						143.15	**25000**

44	B	Hindi Vishisht (SZ)	10	136	197978	58.90	
						58.90	**25000**
51	C	Paryavaran	11	88	26520	5.11	
						5.11	**25000**
52	B	Paryavaran Adhyayan	12	176	28910	11.13	
						11.13	**25000**
53	A	Integrated Text book	1	184	17836	7.18	
	B	Integrated Text book	2	216	16460	7.78	
	C	Lets Learn English	3	112	17340	4.25	
	D	Integrated Text book	3.2	240	17490	9.18	
	E	English Sp	4	96	15670	3.29	
	F	Integrated Text book	4.2	224	15890	7.79	
	G	Integrated Text book	5.1	248	16440	8.92	
	H	Integrated Text book	5.2	344	16440	12.37	
						60.75	**25000**
54	A	Science	7	160	12560	4.40	
	B	Social Scince	7	200	11059	4.84	
	C	Maths	8	256	11583	6.49	
	D	Science	8	224	11333	5.55	
	E	Social Scince	8	176	10204	3.93	
	F	Maths	6	216	14400	6.80	
	G	Science	6	184	13430	5.41	
	H	Social Scince	6	184	12220	4.92	
	I	Special Series	8	116	11210	2.84	
	J	Special Series	6	96	13350	2.80	
	K	Special Series	7	100	12070	2.64	
	L	Supplymentry reader	8	96	11433	2.40	
	M	Maths	7	264	12430	7.18	
						60.20	**25000**
55	A	Maths	9	396	10604	9.19	
	B	Science	9	424	10173	9.44	
	C	Social Science	9	306	10560	7.07	
	D	Maths	10	432	10520	9.94	
	E	Science	10	400	10170	8.90	
	F	Social Science	10	312	9970	6.80	
	G	Special English	9	112	10700	2.62	
	H	Hindi Samanya	9	96	10710	2.25	
	I	Enviornmental Studies	9	72	9858	1.55	
	J	Samanya hindi	10	104	10810	2.46	
	K	Special English	10	88	10660	2.05	
	L	Enviornmental Studies	10	64	9990	1.40	
						63.67	**25000**
56	A	Hindi Samanya	11	88	1513	0.29	
	B	Hindi Vishiht	11	128	62450	17.49	
	C	Hindi Vishiht	12	160	63000	22.05	
	D	Special English	11	120	2340	0.61	
	E	Hindi Samanya	12	120	2136	0.56	
	F	Special English	12	96	1950	0.41	
	G	English samanya	11	112	65350	16.01	
	H	English samanya	12	96	62550	13.14	
						70.56	**25000**

Annexure III

FOR PRINTING, BINDING AND DISTRIBUTION OF MULTI COLOUR INNER TEXT AND COVER PAGE BOOK SIZES WILL BE 20X27 C.M. FORM OF 8 PAGES ON 70 GSM WATER MARK MAPLITHO PAPER (84 C.M.REEL) AND 220 GSM ART CARD
(Paper quantity in m.t.)

Please quote Seperate rate for center/side stiching & perfect binding books

Group No	Sub Group No	Name Of the Book	Class	Approx No Of Pages	Approx No Of Books	Approx Qty Of Paper	Binding & colours	Rates should be quoted per 8 pages form in paisa	
								Rate is Figure	Rate in words
5	B	Samekit Part 1 Kanker Goundi(NZ)	3	248	6530	3.54	PB/M.C.		
	C	Samekit Part 1 Baster Halbi (NZ)	3	248	34740	18.85	PB/M.C.		
	D	Samekit Part 1 Dantewada Goundi(NZ)	3	248	18360	9.96	PB/M.C.		
						32.35			
6	B	Samekit Part 1 Sargujiya (SZ)	3	248	48840	26.50	PB/M.C.		
	C	Samekit Part 1 Kuduk (SZ)	3	248	32310	17.53	PB/M.C.		
						44.02			
9	B	Samekit Part 1 Kanker Goundi(NZ)	4	256	7950	4.45	PB/M.C.		
	C	Samekit Part 1 Baster Halbi (NZ)	4	256	39810	22.29	PB/M.C.		
	D	Samekit Part 1 Dantewada Goundi(NZ)	4	256	15000	8.40	PB/M.C.		
						35.15	**25000**		
10	B	Samekit Part 1 Sargujiya (SZ)	4	256	62720	35.12	PB/M.C.		
	C	Samekit Part 1 Kuduk (SZ)	4	256	39600	22.18	PB/M.C.		
						57.30			
13	B	Samekit Part 1 Kanker Goundi(NZ)	5	256	6510	3.65	PB/M.C.		
	C	Samekit Part 1 Baster Halbi (NZ)	5	256	30580	17.12	PB/M.C.		
	D	Samekit Part 1 Dantewada Goundi(NZ)	5	256	13490	7.55	PB/M.C.		
	E	Yog Siksha Part 3 (SZ)		84	429995	79.01	Center sti/M.C.		
						107.34			
14	B	Samekit Part 1 Sargujiya (SZ)	5	256	56960	31.90	PB/M.C.		
	C	Samekit Part 1 Kuduk (SZ)	5	256	37830	21.18	PB/M.C.		
	D	Yog Siksha Part 3 (NZ)		84	495055	90.97	Center sti/M.C.		
						144.05			
17	A	Vigyan Avam Prodougik (NZ)	6	160	269595	94.36	PB/M.C.		
						94.36			
19	A	English Reader (NZ)	6	128	271156	75.92	PB/M.C.		
						75.92	Signature of bidder with date & Seal		

20	A	English Reader (SZ)	6	128	247874	69.40	PB/M.C.		
						69.40			
23	A	Samajik Vigyan (NZ)	7	184	265443	106.84	PB/M.C.		
						106.84			
25	A	Samajik Vigyan (NZ)	8	180	280699	110.53	PB/M.C.		
						110.53			
26	A	Samajik Vigyan (SZ)	8	180	265741	104.64	PB/M.C.		
						104.64			
29	A	Bharti (NZ)	8	152	285868	95.05	PB/M.C.		
						95.05			
35	B	Ganit (NZ)	8	240	272659	143.15	PB/M.C.		
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						5.11			
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						11.13			
53	A	Integrated Text book	1	184	17836	7.18	PB/M.C.		
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	C	Lets Learn English	3	112	17340	4.25	Center sti/M.C.		
	D	Integrated Text book	3.2	240	17490	9.18	PB/M.C.		
	E	English Sp	4	96	15670	3.29	Center sti/M.C.		
	F	Integrated Text book	4.2	224	15890	7.79	PB/M.C.		
	G	Integrated Text book	5.1	248	16440	8.92	PB/M.C.		
	H	Integrated Text book	5.2	344	16440	12.37	PB/M.C.		
						60.75			
54	A	Science	7	160	12560	4.40	PB/M.C.		
	B	Social Scince	7	200	11059	4.84	PB/M.C.		
	C	Maths	8	256	11583	6.49	PB/M.C.		
	D	Science	8	224	11333	5.55	PB/M.C.		
	E	Social Scince	8	176	10204	3.93	PB/M.C.		
	F	Maths	8	216	14400	6.80	PB/M.C.		
	G	Science	6	184	13430	5.41	PB/M.C.		
	H	Social Scince	6	184	12220	4.92	PB/M.C.		
	I	Special Series	8	116	11210	2.84	Center sti/M.C.		
	J	Special Series	6	96	13350	2.80	Center sti/M.C.		
	K	Special Series	7	100	12070	2.64	Center sti/M.C.		
	L	Supplymentry reader	8	96	11433	2.40	Center sti/M.C.		
	M	Maths	7	264	12430	7.18	PB/M.C.		
						60.20			
55	A	Maths	9	396	10604	9.19	PB/M.C.		
	B	Science	9	424	10173	9.44	PB/M.C.		
	C	Social Science	9	306	10560	7.07	PB/M.C.		
							Signature of bidder with date & Seal		

	D	Maths	10	432	10520	9.94	PB/M.C.		
	E	Science	10	400	10170	8.90	PB/M.C.		
	F	Social Science	10	312	9970	6.80	PB/M.C.		
	G	Special English	9	112	10700	2.62	Center sti/M.C.		
	H	Hindi Samanya	9	96	10710	2.25	Center sti/M.C.		
	I	Enviornmental Studies	9	72	9858	1.55	Center sti/M.C.		
	J	Samanya hindi	10	104	10810	2.46	Center sti/M.C.		
	K	Special English	10	88	10660	2.05	Center sti/M.C.		
	L	Enviornmental Studies	10	64	9990	1.40	Center sti/M.C.		
						63.67			
56	A	Hindi Samanya	11	88	1513	0.29	Center Sti/S.C		
	B	Hindi Vishiht	11	128	62450	17.49	PB/S.C.		
	C	Hindi Vishiht	12	160	63000	22.05	PB/S.C.		
	D	Special English	11	120	2340	0.61	Center Sti/S.C		
	E	Hindi Samanya	12	120	2136	0.56	Center Sti/S.C		
	F	Special English	12	96	1950	0.41	Center Sti/S.C		
	G	English samanya	11	112	65350	16.01	Center Sti/S.C		
	H	English samanya	12	96	62550	13.14	Center Sti/S.C		
						70.56			
							Signature of bidder with date & Seal		

Annexure-IV

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made On …….. day of the month …… 20……., between, the Government of Chhattisgarh acting through Shri …….. (Designation of the officer, Department) Government of Chhattisgarh (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, propose to procure (name of the Stores/Equipment/Work/Service) and M/s …… represented by Shri …….. Chief Executive Officer (herein after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

Now, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement etc.

2.2. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract y providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following :-

3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, teat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fir, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices. Unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract of in furtherance to secure it and in particular commit itself to the following –

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its Functionaries, whether officially or unofficially to the award of the contract to the BIDDER, not has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments :

(i) Bank Draft or a Pay Order in favour of ……
(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the Guaranteed sum to the ……. (BUYER) …… on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
(iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2.The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

(i) To immediately call off the pre-contract negations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee at he BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the Interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but dies not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does not so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITRS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project./procurement, including minutes of meeting. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designed Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at …….. on ……..

BUYER	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Department/PSU	

Witness	Witness
1) ……	1) ……..
……	……...
2) ……	2) ……
…….	……