

DELHI BUREAU OF TEXT BOOKS
25/2, INSTITUTIONAL AREA, PANKHA ROAD,
"D" BLOCK, JANAKPURI, NEW DELHI-110058
PHONES 2852-2049, 28524202 FAX 2852-0901
Email-delhibureauoftextbooks@gmail.com

E-TENDER NOTICE

Online item wise e-tender is invited from the reputed Publisher or its Authorised Distributor who are in the field of book publication, operating within Delhi and NCR for the Supply of Alphabet Books and Drawing Books for the students of class Nursery, K. G. and first for the academic session 2017-18. The estimated cost of the job for the academic year 2017-18 is approx. Rs. 52 Lakhs.

1. Details of the tender are as below:

1	NIT No.	Tender No. F.1-P (2)/AB/DBTB/17-18/26
2	Type of tender	Indigenous Open e-Tender –Two bid System
3.	Description	Supply of Alphabet and Drawing Books for Class Nursery, K.G. and First for the Academic Session 2017-18.
4.	Scope of work	Described under the section 'Scope of work' in the tender document
5.	Date/time of Pre-Bid Meeting	__NA__ at 11.00 am
6.	Closing date/time of submission of bids	06.04.2017 at 2.00 pm
7.	Opening Date/time of Technical Bid	06.04.2017 at 3.00 pm
8.	EMD /Bid security	1,56,000/-
9.	Bid Validity	90 days from the date of opening of Un-priced Techno-Commercial Bid.
10	Financial bid opening	Opening of financial bid will be intimated later to the technically qualified bidders.
11	Security Deposit / Performance Bank Guarantee (To be submitted by successful bidder/ Contractor)	07 % of order/contract value
12	Address of Correspondence	DELHI BUREAU OF TEXT BOOKS 25/2, INSTITUTIONAL AREA, PANKHA ROAD, "D" BLOCK, JANAKPURI, NEW DELHI-110058

2 Terms and Conditions:

2.1 Experience and past performance on similar work:

- a) The bidder must be in existence in the field of books publication for the last 5(five) years for which registration of the firm is required.
- b) Experience and past performance in book publication work for at least two years. The work orders for such works are to be submitted by the bidder.

2.2 Personal, equipment and manufacturing facilities:

2.2.1 Personal:

The Bidder will submit an Undertaking that the firm has fulfilling all the statutory conditions with regards to personal/labour laws as enforceable by the Govt. of NCT of Delhi/State Govt.

2.3 Financial standing:

The Bidder will upload the following:

- a) The proof of average annual turnover duly certified by C.A. for the last 3 years, ending 31st march 2016 of the previous Financial Year. The average annual turnover should be at least 30% of the estimated cost of the work.
- b) Trading and Profit & Loss A/c and Balance Sheet for last three previous Financial Years ending 31st March 2016 duly attested by C.A and ITRs for the same period.
- c) Upload the Proof of Latest VAT/Sales Tax Return of respective state.

3. Scope of Work

- A)** There are 03 books to be supplied for the students of Nursery & KG Class and 01 Drawing Book for the students of Class Nursery, KG and First titles in Hindi/Englishl medium. There are about 1.52 Lakhs copies to be supplied. Upto 30% of the supply order quantity may be increased or decreased by the DBTB.
- B)** EMD to be submitted by the bidder physically alongwith other requisite documents before the closing time and date of technical bid.
- C)** The L-1 bidder/s will submit an Undertaking/Self Declaration regarding use of same books submitted as a sample.
- D)** The paper of the finished books/booklets will be tested in the Govt. Labs./Govt. Approved Labs. Any deviation in the paper will attract

the penalty on the total cost of Work Order issued by the Bureau and will be deducted from the Publisher's bill.(As per Clause No. 18)

- E)** The books as per works contract, shall be supplied by the bidder or its authorized distributor in Delhi and against a sale invoice/bill. The delivery of books shall also be made from Delhi. The bidder or its authorized distributor, as the case may be, who supplies the books should be registered with the VAT/ Sales Tax Department of the concerned state and carry a valid Tax Identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the books are supplied by him directly or through its authorized distributors. Further, the quoted bid price in the tender shall be inclusive of all taxes and duties.
- F)** The last date of up-loading the completed tender document would be **06.04.2017 up to 2.00 p.m.** There shall be two types of bids namely **Technical and Financial bids.**
- G)** The **Earnest Money Deposit** in the form of F.D.R./Bank Guarantee for **Rs. 1,56,000/-** of any nationalized/Scheduled bank valid up to 30.06.2017 in favour of **Managing Director, Delhi Bureau of Text Books** is required to be dropped in the Tender Box in chamber of Secretary, DBTB upto the last date and time of uploading of the bid.

NOTE: The EMD, undertaking and other requisite documents in sealed envelope should be dropped in the Tender Box in chamber of Secretary, DBTB upto the last date and time of uploading of the bid. The details of the EMD and other requisite documents shall also be uploaded with the Tech. Bid.

- 4.** The bidders not conforming to the requirements mentioned above and as laid down in the terms and conditions/ scope of work or not accompanied by earnest money along with the required documents are liable to be rejected summarily.
- 5.** The bid must be uploaded on the website **<https://govtprocurement.delhi.gov.in>** before last date and time of up-loading the Bid i.e **06.04.2017 up to 2.00 p.m.**
- 6.** The Tender form along with detailed terms and conditions is available at the website **<https://govtprocurement.delhi.gov.in>**. The details of the tender are as under: -
- A. Last date for uploading the bids online is **06.04.2017 up to 02.00 p.m.** through e-procurement.
- B. Online opening of Technical Bid: **06.04.2017 at 03.00 p.m.** in the Chamber of Managing Director, DBTB of Delhi Bureau of Text Books.
- C. Online opening of financial bid: The date, time will be declared after the evaluation of technical bid.

- 7. The first requirement to participate in e-tender is to have digital signature and the registration of bidders with application service provider i.e. NIC is mandatory. For any enquiry about e-tender/digital signature, please contact at NIC Help Desk, C Wing, 6th floor, Vikas Bhawan-2, Near-Metcalf House, Civil Lines, Delhi-110054, Tel No. 23813523.**
8. Chairman, Delhi Bureau of Text Books reserves the right to accept or reject any or all or any part of the tender(s) without assigning any reason whatsoever.

Sd/-

Secretary,
Delhi Bureau of Text Books

GENERAL TERMS & CONDITIONS

The Supply of Three Alphabet Books and One coloring Books shall be made at the 29 Zonal Office of the Directorate of Education or any other place/s in the NCR of Delhi specified by the Secretary, DBTB. Delhi Bureau of Textbooks has all rights to enter into the premises of the Publisher at any reasonable time.

1. Eligibility criteria: - The bidders must fulfill the following eligibility conditions and must also submit documentary evidences in support of fulfilling the conditions while submitting the technical bid.

1.1 Experience and past performance on similar work:

- a. The bidder must be in existence in the field of books publication for the last 5(five) years for which registration of the firm is required.
- b. Experience and past performance in book publication work for at least two years. The work orders for such works are to be submitted by the bidder.

1.2 Personal, equipment and manufacturing facilities:

1.2.1 Personal:

The Bidder will submit an Undertaking that the firm has fulfilling all the statutory conditions with regards to personal/labour laws as enforceable by the Govt. of NCT of Delhi/State Govt.

1.3 Financial standing:

The Bidder will upload the following:

- a. The proof of average annual turnover duly certified by C.A. for the last 3 years, ending 31st march 2016 of the previous Financial Year duly attested by C.A. The average annual turnover should be at least 30% of the estimated cost of the work.
- b. Trading and Profit & Loss A/c and Balance Sheet for last three previous Financial Years ending 31st March 2016 duly attested by C.A and ITRs for the same period.
- c. Upload the Proof of Latest VAT/Sales Tax Return of respective state.

2. The books, as per works contract, shall be supplied by the bidder or its authorized distributor in Delhi and against a sale invoice/bill. The Publisher or its authorized distributor, as the case may be, who

supplies the books should be registered with the VAT/Sales Tax Department of the respective state and carry a valid Tax Identification Number issued by it. If the Publisher is not registered with DVAT, VAT will be deducted as per the guidelines of Delhi Value Added Tax Department. The bidder shall, however, be responsible for compliance with all conditions, warranties/ guarantees, irrespective of the fact that the books are supplied by him directly or through its authorized distributors. Further, the quoted bid price in the tender shall be inclusive of all taxes and duties.

Note: A. All the Publishers should quote rates for the supply of Alphabet Books and Drawing Booklets as per their capacity and capability. While uploading the rates, it should be calculated that the quantum of work allotted to the respective Publishers should be completed within the stipulated time schedule for each work. No extension of time shall be allowed for any reason except force majeure.

B The financial bid of those bidder will be open whose samples approved by the Technical Evaluation Committee.

3.1. About 1.52 Lakhs books for class Nursery, KG and First in Multicolour in text and the cover are to be supplied in four colour. The details of the Text Books to be supplied, is as under : -

S. No.	Name of the Item (Per kit)	Quantity (Approx)
1	Recognition of English alphabet books with the provision of colouring and writing A-4 size, Trimmed size of books 11" X 8.5" , atleast 32 pages on 80 gsm, S.S Maplitho paper and title cover on 220 gsm Art card/SBS Board. Text and cover should be in four colour, with laminated cover. (For Class Nursery and KG)	32000
2	Recognition of Numerals (1-20) with the provision of colouring and writing, A-4 size Trimmed size of books 11" X 8.5", atleast 24 pages on 80 gsm, S.S Maplitho paper and title cover on 220gsm Art card/SBS Board. Text and cover should be in four colour, with laminated cover. (For Class Nursery and KG)	32000
3	Recognition of Hindi alphabet books with the provision of colouring and writing , A-4 size, Trimmed size of books 11" X 8.5", atleast 32 pages on 80 gsm, S.S Maplitho paper and title cover on 220 gsm Art card/SBS Board with multicolour printing. Text and cover should be in four colour, with laminated cover. (For Class Nursery and KG)	32000
4	Plain Drawing book 11" X 8.5" having 18 sheets 100 gsm. S.S Maplitho paper with laminated cover 220gsm Art card/SBS Board, Cover should be in multi colour with spiral binding. (For Class Nursery, KG and First)	59000

Note: The quantity may be increase/decrease by 30%.

4. The Publisher blacklisted by any Govt. department or by any other Govt. Undertakings/ Organizations shall not be eligible for bidding. **Every Publisher would be required to submit an undertaking that**

the bidder has never been blacklisted by any Govt. department/Govt. undertaking/Organizations directly to the office of the Bureau alongwith the EMD before the opening the technical bid and should also upload the same. (Form-11)

5. The Publisher is under obligation to pay all the dues of the workers as per law and pay all legal charges/contributions to statutory authorities.
6. The Publisher should follow the labour laws framed by the Labour Deptt. of Govt. of NCT of Delhi or of concerned authorities of neighboring states concerned. **The Publisher shall submit following certificate on his letter head duly signed and seal that the organisation are maintaining the labour laws as framed by the labour departments of the concerned states.**

Certificate:

“Certified that the press/organization is following Rules and Regulations framed by the Labour Deptt., Govt. of NCT of Delhi/ concerned state authorities.” (Form-9)

7. **Due date and time:** - On line bid documents should be uploaded on or before **06.04.2017 up to 02.00 p.m.**
8. **Uploading the tender containing Technical and Financial Bid:** - This tender document contains the following: -
 - I Tender Terms and conditions-** A certificate regarding acceptance of all the terms & conditions of the tender will be uploaded by the bidder with the technical bid.
 - II Technical Bid Forms** - To be uploaded after completion in all respect.
 - III Financial Bid Forms** – Rates of the books including all taxes should be quoted separately, for each title in the BOQ, to be uploaded.
9. **Earnest money deposit (EMD):** - EMD of **Rs. 1,56,000** (3% of total cost) in shape of FDR/Bank Guarantee of any nationalized/scheduled bank valid up to 30.06.17, in favour of Managing Director, Delhi Bureau of Text Books. No interest shall be payable on EMD.
10. The EMD of the unsuccessful bidder shall be returned after the finalization of the tender at the expense of such bidder within a reasonable time consistent with the rules and regulations in this behalf.
11. The EMD of the successful bidders will be released only after signing of the Agreement by the bidder and after submission of performance

Security which will get verified by the Bureau from the concerned bank. If the bidder fails to submit the EMD and other documents required **directly in the Tender Box to the office of the Bureau upto the last date and time of opening of technical bid**, the tenders of such bidders shall be summarily rejected.

12. Special Instructions for Completing the Technical Bid: -

- a) All particulars must be uploaded as asked for in the prescribed formats for technical and financial bids in the bid document.
- b) The bidder should drop the complete copy of exemption from submission of EMD issued by Competent Authority in sealed envelope, if they have, alongwith other document in the Tender Box in the Chamber of Secretary within time prescribed in the tender.
- c) The documents required alongwith EMD in physical form should be dropped in the Tender Box in sealed envelope in the Chamber of Secretary within time prescribed in the tender.
- d) The bidder should not impose any counter condition and in such case tender shall be summarily rejected.
- e) The tenders not conforming to the requirements as laid down in the terms and conditions or not accompanied by earnest money along with the required documents are liable to be rejected summarily.
- f) The premises of the bidders may be inspected at the time of qualifying the Technical bid, if so required by DBTB.

13. Opening and evaluation of tender: - The uploaded bid will be opened by a Technical Evaluation committee constituted for this purpose on 06.04.2017 at 3.00 p.m in the Chamber of MD, DBTB in the presence of the bidders or representative/s of the bidders (who wish to be present) **with a letter of authority**. The technical bid will be evaluated in the light of the eligibility criteria and submission of documents required for the tender as per terms and conditions. The inspection of all the Publishers will be done by the inspection committee, if so required, at any time or at the time of the opening of the Tech. Bid. After evaluation, the list of the bidders will be short-listed by the Delhi Bureau of Text Books in the light of eligibility criteria of the tender. The financial bids in respect of the above short-listed bidders will only be opened on the date and time announced after the evaluation of the tech. bid. The decision of Chairman, Delhi Bureau of Text Books shall be final regarding the evaluation of technical and financial bid.

14. Performance Security: -

- A. The successful bidders will have to deposit the performance security at the rate of 7% of the total work awarded within 5 days from the issue of Letter of Intent (LOI). The PG will remain valid upto 60 days after the completion of Academic Session. The work order will be provided only after the submission of performance Guarantee. The Bureau will have the discretion to take any or all the following actions

in case of non submission of performance security within stipulated time: -

- i) Forfeiture of its EMD.
- ii) Termination of the contract.
- iii) Any other action as decided by Chairman, DBTB

Further, the required performance security will be accepted in the form of FDR/Irrevocable Bank Guarantee of any Scheduled/nationalized bank in favour of Managing Director, Delhi Bureau of Text Books. The performance security will be released only after the successful completion of work, final payment of the job or 60 days after completion of work order whichever is later. No interest will be paid by DBTB.

B. The performance Bank Guarantee can be forfeited in the following cases:-

- i) If the bidder fails to perform any contractual obligation(Clause 15(d)) .
- ii) For any unexcused delay in supply of books(Clause 18.A(b)).
- iii) If the printed matter is bled on any side of the book.(Clause No.18.B(I)).
- iv) For more than 6 failed parameters(Clause No. 18.B(II)).
- v) If maximum aggregate penalty on all possible issues, will exceed 25% of total work order(Clause No. 18.C).
- vi) If the L-1 bidder fails to execute all the jobs(Clause No. 20.b).
- vii) In the event of furnishing false/incorrect information by the bidder(Clause No. 21).

Note :- Performance security, so required, will not be adjusted against any other Bank Guarantee/FDR already submitted to Bureau by the bidder against any other work. The successful Bidder has to submit fresh performance security in the form of FDR/Irrevocable Bank Guarantee for the work awarded.

15. Agreement deed: -

- a) The successful bidder/s shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 5 clear calendar days from the date of award of the work. The press shall not be allowed to insert/delete any terms and conditions on the Agreement Deed. If any deviation is found in the Agreement Deed, the press will entail termination of the contract without prejudice to the rights of the Delhi Bureau of Text Books and any consequential loss will be recovered from the contractor. Agreement/contract will be signed at the following terms.
- b) The incidental expenses of execution of Agreement/Contract shall be borne by the successful bidder.
- c) The conditions stipulated in the Agreement/Contract should be strictly adhered to and violation of any of these conditions will

entail termination of the contract without prejudice to the rights of the Delhi Bureau of Text Books and any consequential loss will be recovered from the contractor.

- d) After signing the agreement, if successful bidder fails to perform any contractual obligation, his performance security deposit can be forfeited or any other action as deem fit by Chairman, DBTB may be taken. Depending upon the gravity of the violation/omission, the contractor is liable to be blacklisted for a considerable period.

16. Payment:-

The payment shall be made on the basis of the final setup of book/booklets. If the pages increases or decreases, the proportionate payment shall be made. The 80% payment will be made as far as possible within 20 working days of the satisfactory supply of the complete consignment and the submission of bill and challans duly receipt by the zones.. The balance 20% will be paid within reasonable time of supply of the consignment with no defects. The amount of defected/damaged books will be recovered from the final payment of the books. The random sampling of the books may be done at the preliminary stage of the delivery and the intimation of sizes will be given on the delivery challans to the press. The publisher should improve the size, if it is lesser than the required size of the books. The payment will be made on the basis of the delivery challans. No separate intimation will be given to the publisher for any defects/short comings.

17. Implementation schedule: -

- I) The Publisher shall be required to supply the entire quantity within 15 day.
- II) Date of award of work(contract) will be considered as Day one (1).
- III) The bidder should give their acceptance for the implementation schedule in the prescribed form with sign and seal, alongwith the technical bid. Any deviation in the implementation schedule shall make the tender liable for rejection.
- IV) If the Publisher fails to supply the books as per terms & conditions of the tender, the Bureau may get the work executed from other resources at the risk of cost to the defaulting Publisher.

18. Penalty: -

A. Delay Penalty

- a) If the books are not supplied within 15 days from the initial date of award of the contract. A penalty @ 5% per week at pro-rata daily basis will be imposed on the unsupplied lot from 16th day from the initial date of award of contract.
- b) For any unexcused delay beyond 30 days after 15 days the Bureau will have the discretion to take any or all of the following actions:-
 - i) Forfeiture of its Performance Security or payment of bills.
 - ii) Termination of the contract
 - iii) Debarring of the firm for specified period.
 - iv) Blacklisting of the firm
 - v) Any other action as deemed fit by the Bureau.

B. Technical Penalty

I. For Trimmed Size:-

1.	If the book is short in size upto 5mm in width and or in length.	The books found short in size upto 5mm a penalty @ 0.5% (per side) of the total cost of the work order of that title will be imposed.
2.	If the book is short in size by more than 5 mm in width and or in length.	If the book is short in size by more than 5 mm in width and or in length 1%(per side) of the total cost of the work order of that title will be imposed.
3.	If the matter is bled on any side of the book.	If the matter is bled on any side of the book, the books shall be forfeited for the purpose of destruction at the cost of Publisher and the Publisher will be directed to supply the book again within specified period, failing which the performance security is liable for forfeiture.

II. Paper Penalty

- i) Upto 2 failed parameters: Penalty will be deducted @ 2% per failed parameter on total value of the work order.
- ii) Upto 4 failed parameters: Penalty will be deducted @ 3% per parameter on total value of the work order.
- iii) Upto 6 failed parameters: Penalty @ 4.5% per parameter will be deducted on total value of the work order.
- iv) For more than 6 failed parameters: Debarring from Bureau, termination of contract and forfeiture of performance security.
- v) For 8 or more failed parameters: Blacklisting from Delhi Government, termination of contract and forfeiture of performance security.
- vi) For imposition of above penalty, the average of result of all test reports of the above samples will be considered.

III. Penalty for Non Registration of Colour and Defective Binding

- i) In case of non-registration of colours in perfect form, the penalty of 2% of the total printing cost of the work order will be levied. The printing cost will be considered as 20% of the total work order.
- ii) In case of defective binding, a penalty of 2% will be levied on the printing cost of the book as defined in the clause 19(B) (III) (i).

C. Maximum Limit of Total penalty:

The maximum aggregate penalty on all possible issues, will not exceed 25% of total work order which will be besides the option of forfeiture of Performance Security submitted by the Publishers. Other penal action would also remain available to DBTB as per the Terms & conditions of the Tender.

19. Paper Quality :

- a. The paper shall be strictly in accordance with the specifications mentioned above as per BIS specifications 1848:2007 of text paper & 4658:1988 of cover paper.
- b. Further, for testing of books the sample will be randomly collected once, if the supply is upto 2 lakhs and for every multiple of 2 lakhs books there will be one test for randomly selected sample.

20. Power of acceptance and withdrawal of the tender: -The final acceptance of the tender would entirely vest with the Chairman, Delhi Bureau of Text Books, who reserves the right to accept and reject any or all tenders without assigning any reason whatsoever. There is no obligation on the Chairman, DBTB to communicate in any way with the bidder whose bid is rejected. After acceptance of the tender by Chairman, DBTB, the bidder shall have no right to withdraw his tender or claim higher price.

- a) Tender with incomplete information is liable for rejection.
- b) If the L-1 bidder fails to execute all the jobs, the Bureau with the permission of Chairman, allot the work to the other Publishers at L-1 rates and forfeit the Performance Guarantee of defaulter Publisher/firm and blacklist the firm.
- c) Any dispute and or difference arising out will be resolved by the arbitrator appointed by the Chairman, DBTB.

21. False Information:-In the event of furnishing false/incorrect information by the bidder, the EMD in respect of such bidder shall be forfeited. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false/incorrect information in the tender, the agreement is liable to be terminated and performance security and other payments due to the contractor in r/o this work order shall be forfeited and depending upon the gravity of the false/incorrect information, the contractor is liable to be blacklisted for a period or forever as may be considered appropriate by the competent authority.

22. Submission of Self declarations/Undertaking: - The bidder will have to furnish the following three self declarations/Undertaking with the tender documents **directly to be dropped in the tender box placed in the chamber of Secretary, DBTB upto the last date and time of opening of technical bid.**

- i. That the bidder has furnished the correct information in the tender and the bidder shall be solely responsible for furnishing wrong/false information in the tender. (as per Bid Form-10)
- ii. That the firm has never been blacklisted in the past by any Govt. Department/Undertakings/ Organizations. (as per Bid Form-11)
- iii. That the Bidder has fulfilling all the statutory conditions with regards to personal/labour laws as enforceable by the Govt. of NCT of Delhi/State Govt. (as per Bid Form-9)

23. Submission of Self Declaration/Undertaking regarding use of same books as submitted by the L-1 bidder as sample:

After declaring L-1, The bidder will have to furnish a self declaration/Undertaking that "***The..... (name of publisher) will supply books as per the samples submitted and as approved by the Technical committee of the Bureau. In case of any deviation of books required by the terms and condition of this tender, the Bureau can take any legal and administrative action against the..... (name of publisher)***".(As per Bid Form No. 15)

24. Delivery: -

The Publisher shall be required to supply the entire lot within 15 days from the initial date of award of the contract.

Delivery of the booklets shall be made at the 29 zones of Department of Education or at any other place/s in the NCR of Delhi specified by the Bureau. Before the bulk supply of booklets is made in zonal center, 5 advance copies of books have to be supplied in the Production Branch of Delhi Bureau of Text Books.

25. Packing: - Finished books upto 200 pages shall be packed in bundles of 25 copies each and books having more than 200 pages shall be packed in bundles of 10 copies each and bundles will be first tied with strip packing.

26. Registration with VAT/ Sales Tax department: - The bidder/authorized distributor should be registered with the Value

Added Tax/Sales Tax Department of the concerned state in NCR and shall submit the documentary proof with latest DVAT/Sales Tax return. In case of bidder/s unregistered with DVAT, VAT/ Sales Tax shall be deducted at the specified rates by the DVAT Department of Delhi.

- 27. Quoting of rates:** - The rates of the book should be quoted as per book copy basis of the job (including all charges like corrections, taxes, VAT, Cover, freight, loading, unloading, stacking in the godown etc.). However, the payment shall be made by the Bureau to the bidder after deducting TDS, DVAT etc. as per the scheduled rate at time of payments.
- 28. Validity of Rates:** Since the tender is for 1year basis (with mutual consent), the rates should be valid up to 31.03.2018 for the supply of Books.
- 29. Variation in supply order:** - The supply order may be increased/decreased by 30% but no extra plate making charges shall be allowed in case of increased quantity of no. of copies/pages. However the rate of title will be adjusted on proportionate basis to the said variation. The extended orders shall be completed as per the time schedule given in the order.
- 30. Self attestation of the documents:** - Each and every document required to be uploaded with the technical bid must be self-attested by the bidder along with seal.
- 31. Amendment in tender documents:** - At any time prior to the deadline for uploading of bids, DBTB may amend the tender document by issuing an addendum. The amendment will be displayed on the website of the Delhi Govt. i.e. <https://govtprocurement.delhi.gov.in>. The amendment will be binding on all the bidders.
- In order to afford prospective bidders reasonable time in which to make the amendment into account in preparing their bid, the DBTB may, at its discretion, extend the deadline for the submission of bids.
- 32. Completeness of the tender document:** - The Bureau is not responsible for the completeness of the tender documents of the bidder, if bidder does not upload the documents correctly on the site.
- 33. Power to reject the tender:-** The Chairperson, DBTB does not bind herself to accept the lowest or any other tender and reserves the right

to accept the tender in whole or in part or reject it entirely without assigning any reasons at any time.

- 34. Submission of documents for the required turnover:** - The bidder should upload Trading Account, Profit and Loss Account & Balance Sheet for the last three financial years ending 31st March 2016 authenticated by the chartered accountant with the technical bid alongwith copy of ITR for the same period. (*as per Bid Form-3*)
- 35. Submission of documents for the partnership firms and in other cases:** - The bidder should submit a partnership deed in case of partnership firm, memorandum and article of association and certificate of registration in case of private/public limited company or registered society.
- 36. Taxes and Duties:** - The Publisher shall be entirely responsible for all taxes, duties, license fees, road permits any compensation under wage act etc. and supply incurred in supplying the finished books as per the directions given by the Bureau.
- 38. IMPORTANT NOTES:** -
- a. The publisher will have to fill financial bid for all the items. The rates of the book/booklet shall be for per copy basis in Indian Rupees (including all charges like corrections, taxes, VAT/ Sales Tax, Cover, freight, loading, unloading, stacking etc.) and also include cartage/ packing/ transportation/ stacking charges in the godowns of Delhi Bureau of Text Books or any other place/s in NCR of Delhi.
 - b. If the L-1 bidder does not have the capacity to execute all the jobs, the Bureau with the permission of competent authority may allot the work to the next lower Publishers at L-1 rates.
 - c. The implementation schedule specified in the contract shall be strictly adhered to.
 - d. Secretary, Delhi Bureau of Text Books reserves the right to change the godowns/place of supplying the books within NCR region at his discretion.
 - e. Chairman, Delhi Bureau of Text Books reserves the right to change any of the terms and conditions prior to the dead line for submission of bids.
 - f. Prices quoted by the Bidder will remain fixed during the Bidder's performance of the contract and not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
 - g. The work will be allotted to the L-1 bidder who quote the consolidate lowest rate of all the items. There will be (1) L-1 bidder for all the 04 items.

39. Amendment in Bidding Document:

- a) At any time prior to deadline for submission of Bids, the Bureau may amend the Bidding Documents by issuing an addendum/corrigendum on the Website only. No addendum/corrigendum will be published in the newspaper.
- b) The amendment will be binding on all the bidders. Bidders are advised to keep themselves updated with the information displayed on the website of the Bureau and Bureau shall not be responsible if the bidder has not received such addendum/corrigendum in the manner stated above.

40. Clarification regarding Bids

- 1. To assist in the examination, evaluation and comparison of Bids, the Bureau may, at its discretion, ask the Bidder for a written clarification of his/her Bid. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors, if discovered by the Bureau in the Evaluation of the Bids.
- 2. No Bidder shall contact the Bureau on any matter relating to firm's Bid from the time of the Bid opening to the time the contract is awarded. Any attempt by any Bidder to influence the Bureau Bid Evaluation, Bid Comparison or Contract Award decision in any manner may result in summary rejection of its Bid and this will be treated as a fraudulent and corrupt practice and in such cases the earnest money of the firm will be forfeited besides any other action as deemed fit by the Bureau.

41. Correction of Errors.

- a) Bids determined to be substantially responsive will be checked by the Bureau for any arithmetical error/s will be corrected by the Bureau as follows:
- b) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- c) Where there is a discrepancy between the unit title rate and the total cost resulting from multiplying the unit title rate by the quantity, the lower will govern.
- d). The amount stated in the Bid will be corrected by the bureau in accordance with the above procedure for removal of errors and shall be considered as binding upon the bidder. If the bidder does

not accept the corrected amount, the Bid will be rejected, and the Earnest Money shall be forfeited in accordance with the rule.

42. Authority Letter:

If the tender is signed by other than proprietor/partners/Director of the firm, the authority letter issued by the proprietor/Director/partners of the firm must be uploaded in the technical Bid, failing which, tender will not be considered.

43. More Instructions for Technical Bid.

1. The tenders not uploaded in prescribed form and non submission of EMD, self declarations, and necessary documents, upto the last date of uploading the tender shall be disqualified.
2. The quotations should be strictly in accordance with the specifications at clause 2 of the terms & conditions specified above. Uploading of **incomplete tender or incorrect specifications or any false information** shall be liable for rejection and forfeiture of EMD.
3. The details as required in the Technical bid form shall be provided by the Publisher to the Bureau and **no self-made condition or counter conditions shall be written by the bidder.**
4. **Rates shall not be quoted in the technical bid form.** In case rates are mentioned therein directly or indirectly, the bid shall be summarily rejected.
5. **If the Publisher does not supply books as per terms and conditions of the tender and as per schedule mentioned in the main supply order/extended supply order or the Publisher backs out after the supply order is issued by the Bureau,** the Bureau may get the work executed from other resources at the risk of cost the defaulting Publisher **shall be liable to be debarred from the allotment of work in future and the security deposited will be forfeited.**
6. The owner/partner of the publisher should upload a declaration with the technical bid of the tender that **“the supplies shall be made in accordance with the specification and time schedule mentioned in the tender** if any order is placed with them”. In the event of such document not uploaded with the Technical Bid, the tender will be rejected.
7. The Publisher must upload the undertaking with the technical bid that the all the terms & conditions of the tender are acceptable to us

and shall abide by the same fully and the rates quoted shall remain effective including extended orders up to 31.03.2018.

8. A self declaration confirming that the information furnished in the tender document is correct to the best of knowledge and belief.
9. A declaration regarding financial bid has to be signed and submitted with the technical bid as given below: -

“I/We declare that the financial bid has been submitted without any condition and strictly as per terms and conditions of the tender document and I/We aware that the financial bid is liable to be rejected if it contains any other condition”.

10. A certificate of reading/understanding of technical specifications and quoting of rates accordingly as mentioned in the tender document has to be signed.
11. Such other information as may be specified in the technical bid Form.

44. More instructions for financial bid: -

1. The Publisher will have to fill financial bid for all books. The rates of the book/booklet shall be for per copy basis in Indian Rupees (including all charges like corrections, taxes, VAT/ Sales Tax, Cover, freight, loading, unloading, stacking etc.) and also include cartage/ packing/ transportation/ stacking charges in the godowns of Delhi Bureau of Text Books or any other place/s in NCR of Delhi.
2. The Publisher shall at his own cost submit the samples to the Bureau or any other authority in GNCT of Delhi to be specified by the Bureau at any stage for its approval.
3. The Publisher shall quote the rate of each title separately per copy basis (including all taxes) and will have to quote the rates of all the titles in the prescribed format of BOQ.
4. The work will be allotted to the L-1 bidder who quote the consolidate lowest rate of all the books. There will be 01 L-1 bidder for all the books.

45. Any point not covered under the Terms and condition of the tender

For any point not covered under the provisions of the tender, Chairman, DBTB shall be the final competent authority, whose orders in this regard shall be final and binding upon the bidders.

- 46. Jurisdiction of Court:-**The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
- 47. Submission of undertaking of the acceptance of all the terms and conditions:-** The bidder must upload an undertaking with technical bid **that the all the terms & conditions of the tender are acceptable to us and shall abide by the same fully and the rates quoted shall remain effective including extended orders up to 31.03.2018.**

DISPUTE RESOLUTION

- A) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman,DBTB.
- B) The award of the sole Arbitrator shall be final binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- C) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

Sd/-
SECRETARY
Delhi Bureau of Text Books

Technical Bid Form - 1

TECHNICAL BID FOR THE SUPPLY OF ALPHABETS AND DRAWING BOOKS FOR THE ACADEMIC YEAR 2017-18 .

(EACH PAGE OF THE TECHNICAL BID MUST BE SIGNED BY THE BIDDER WITH SEAL)

1. GENERAL INFORMATION: -

The Publisher should furnish the following details

- 1.1 Name & Address _____

- 1.2 Nature of the Firm -- Public/Private/Partnership/Proprietorship
- 1.3 Contract Nos. & fax -- Land Line _____
Mobile _____ Fax _____
- 1.4 Proof of requisite experience uploaded/Not uploaded
in book publication
(As per Clause No.1 of Eligibility Criteria of General Terms and Conditions)
- 1.5 Copy of the PAN Card uploaded/Not uploaded
- 1.6 Copy of DVAT No./Sale Tax Registration uploaded/Not uploaded
No. (Whichever is applicable)
- 1.7 Details of Earnest Money Deposit (EMD) uploaded/Not uploaded
(Original EMD to be submitted directly in the tender box) (**Scanned copy should be uploaded**) Lying in the Chamber of Secretary,
DBTB **FORM-2** Submitted/Not Submitted
- 1.8 Proof of average turnover during last uploaded/Not uploaded
3 years along with Balance Sheets
(Authenticated by C.A.) **FORM-3**
- 1.9 Certificate of reading/understanding of uploaded/Not uploaded
Technical specifications **FORM-4**
- 1.10 Acceptance of Implementation schedule uploaded/Not uploaded
FORM-5

- 1.11 Declaration regarding financial bid **FORM-6** uploaded/Not uploaded
- 1.12 Undertaking regarding acceptance of all terms & conditions of the tender **FORM-7** uploaded/Not uploaded
- 1.13 Validity of rates upto 31-03-2018 **FORM-7** uploaded/Not uploaded
- 1.14 Declaration regarding supply of Books as per specification & schedule **FORM-8** uploaded/Not uploaded
- 1.15 Self Declaration/Undertaking regarding follow up of the Rules & Regulations of the Labour Deptt. of Govt. of NCT of Delhi/ State Govt. **FORM-9** uploaded/Not uploaded
- 1.16 Self declaration regarding incorrect/false Information. **FORM-10(Directly to be submitted in the Bureau)** Submitted/Not Submitted
- 1.17 Self declaration regarding never blacklisting **FORM-11(Directly to be submitted in the Bureau)** Submitted/Not Submitted
- 1.18 Documents for partnership of the Press/ Certificate of Incorporation. uploaded/Not uploaded
- 1.19 Authority Letter **FORM-12** uploaded/Not uploaded
- 1.20 Whether all documents signed with seal By the Owner/Partner/Director of the Press Yes/No
- 1.21 Upload the proof of Latest D-VAT Return (Technical Bid **Form No.13**) Uploaded/Not Uploaded
- 1.22 Proof of 02 years experience in the field of publication work (as per Clause No. 1 of General Terms and conditions) Yes/No
- 1.23 05 samples of Alphabet books and Drawing books (to be submitted upto the last Date and time of submission of bids) Submitted/Not submitted
- 1.24 Self Declaration/ Undertaking Regarding Use of same book submitted as sample **Form 14** Uploaded/Not uploaded

Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor With rubber stamp

Place:

Dated:

- Note:** - 1. All the documents uploaded with this form should be self attested and stamped by the Firm.
2. Firm shall not upload any other additional documents other than asked above.

TECHNICAL BID FORM-2

DETAILS OF EARNEST MONEY DEPOSIT (EMD): -

S.No.	Name of the Bank	Amount	Details of the EMD

Note: Please Submit the EMD of the above mentioned amount and valid upto 30.06.2017, directly to the office of the Bureau and details copy o be uploaded in above mentioned form.

Place & Date:

Name & signature of the authorized signatory of the Press/Partner of the Press/ Director/ Proprietor With rubber stamp

TECHNICAL BID FORM-3

PROFORMA FOR INFORMATION OF ANNUAL TURNOVER

Name of the Firm _____

Address _____

Annual turnover for the last three years _____
(In Indian Rupees)

Financial year	Turnover (Rs. in lacs)	Trading A/c, Profit & Loss A/c, Balance Sheet Authenticated by Chartered Accountant
2013-14		Uploaded/Not uploaded
2014-15		Uploaded/Not uploaded
2015-16		Uploaded/Not uploaded

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date:

TECHNICAL BID FORM-4

CERTIFICATE

It is certified that I/We have read and understood the technical specifications along with Specifications given at clause 2 of the tender and have quoted the rates accordingly. The finished product will match the specifications. If any deviation is found in the finished book, the action will be taken as per terms & conditions of the tender along with punitive action.

Signature of the Authorized person with seal of the Firm/Partner of the Firm/ Director/ Proprietor. With rubber stamp

Place & Date

TECHNICAL BID FORM-5

Implementation schedule: -

- a) I/we shall complete the work of Supply of these booklets within the stipulated time schedule of 15 days .
- a) If the entire supply of the order are not supplied within 15 days from the initial date of award of the contract. A penalty @ 5% per week at pro-rata daily basis will be imposed on the unsupplied lot from 16th day from the initial date of award of contract.
- b) For any unexcused delay beyond 30 days after 15 days the Bureau will have the discretion to take any or all of the following actions:-
 - i. Forfeiture of its Performance Security or payment of bills.
 - ii. Termination of the contract
 - iii. Debarring of the firm for specified period.
 - iv. Blacklisting of the firm
 - v. Any other action as deemed fit by the Bureau.

- d) Date of award of work (contract) will be **Day one (1)**

B. I/we accept the implementation schedule in the prescribed form with sign and seal, with the technical bid. Any deviation in the implementation schedule shall make the tender liable for rejection. If supply is not made as per the time schedule, it will be treated as Criminal Offence and action shall be taken against the bidder as per the law in this regard.

The above implementation schedule is acceptable to us.

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date:

TECHNICAL BID FORM-6

DECLARATION REGARDING FINANCIAL BID

I/We declare that the financial bid has been submitted without any condition and strictly as per the conditions of the tender documents and I/We aware that the financial bid is liable to be rejected if it contains any other condition.

Place: **Name & signature of the authorized signatory of the**
Date: **Firm/Partner of the Firm/ Director/ Proprietor.**
With rubber stamp

TECHNICAL BID FORM-7

UNDERTAKING REGARDING ACCEPTANCE OF ALL TERMS & CONDITIONS OF THE TENDER AND VALIDITY OF RATES

I/We hereby undertake that all the technical & financial tender conditions and other terms & conditions mentioned in this document or any changed conditions prior to the dead line for submission of bids shall be acceptable to us and I/We shall abide by the same fully and the rates quoted shall remain effective including extended orders up to 31.03.2018.

Name & signature of the authorized signatory of the
Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp

Place:
Date:

TECHNICAL BID FORM-8

DECLARATION REGARDING SUPPLY OF BOOKS AS PER SPECIFICATION AND SCHEDULE

I/We declare that supplies shall be made in accordance with the specifications and time schedule mentioned in the tender, if any order is placed with them.

Name & signature of the authorized signatory of the
Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp

Place & Date

TECHNICAL BID FORM-9

Certificate regarding implementation of labour laws and etc.

It is certified that I/We have read the clause of labour law of GNCT of Delhi/State Govt. and we are implementing the labour laws in our press as framed by the Labour Department, Govt. of NCT of Delhi/State Govt.

Name & signature of the authorized signatory of the
Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp

Place & Date

TECHNICAL BID FORM-10

SELF DECLARATION TO BE SUBMITTED ALONG WITH TECHNICAL BID

That I/We _____ M/s _____
_____ Address _____

_____ has/have furnished the correct information in the tender and I/We shall be solely responsible for furnishing wrong/false information in the tender.

Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor. With rubber stamp

Place & Date:

TECHNICAL BID FORM-11

SELF DECLARATION TO BE SUBMITTED ALONG WITH TECHNICAL BID

That I/We _____ M/s _____
_____ Address _____ certified that our firm has never been blacklisted in the past by any Govt. Department/Organisation/Undertaking.

Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor. With rubber stamp

Place & Date

TECHNICAL BID FORM-12

AUTHORITY LETTER

Certified that I/We _____ proprietor/director/partner of M/s _____ Address _____

_____ hereby authorize to Sh. _____ to sign the tender documents on my / own behalf.

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date

TECHNICAL BID FORM NO. 13

Certificate regarding filling of latest DVAT Return

Certified that I/We _____ proprietor/director/partner of M/s _____ Address _____ hereby certify that I have filed the latest return of DVAT for the period from _____ to _____.

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date

BID FORM-14

Self Declaration / Undertaking regarding use of same book submitted as sample.

That I/We _____ M/s _____ Address _____ certified that the..... (name of printing firm) will use same book submitted as a sample to the Bureau. In case of any deviation of book as required by the terms and condition of this tender, the Bureau can take any legal and administrative action against the..... (name of publisher or its authorized distributor)".

**Name & signature of the authorized signatory of the Firm/Partner of the Firm/ Director/ Proprietor.
With rubber stamp**

Place & Date

BOQ Performa (in Excel sheet)

Tender Inviting Authority: Secretary, Delhi Bureau of Text Books						
Name of Work: Tender for supply of Books.						
Contract No: F.1-P /TLK/DBTB/17-18/				TENDER ID:		
Bidder Name :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder PER UNIT (inclusive of all taxes) Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	7	8