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

NOTICE INVITING e-TENDER

Online e-tender is invited from the reputed Publisher/Stationer or its Authorized Distributor who are in the field of Books publication and operating within Delhi and NCR for the Supply of 60400 nos.(approx.) Drawing File for the students of class Nursery, K. G. and First for the academic session 2019-20 and extendable for one more year i.e.2020-21 (with mutual consent) at the godown of Delhi Bureau of Text Books or any other place within the NCT of Delhi as specified by the Secretary, DBTB. The estimated cost of the job for the academic year 2019-20 is approx. Rs.12.87 Lakhs.

1	NIT No.	Tender No.F.1-P (2)/Drawing/DBTB/19-20/08
2	Type of tender	Indigenous Open e-Tender –Two bid System
3	Description	Supply of Drawing files for Class Nursery, K.G. and First for the Academic Session 2019- 20 and extendable for one more year i.e. 2020-21 (with mutual consent).
4	Scope of work	Described under the section 'Scope of work' in the tender document
5	Date/time of Pre-Bid Meeting	NA
6	Closing date/time of submission of bids	05.03.2019 at 2.00 pm
7	Opening Date/time of Technical Bid	05.03.2019 at 3.00 pm
8	EMD /Bid security	39,000/-
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)	
12	Address of Correspondence	DELHI BUREAU OF TEXT DRAWING FILES 25/2, INSTITUTIONAL AREA, PANKHA ROAD, "D" BLOCK, JANAKPURI, NEW DELHI-110058.

1. Details of the tender are as below:

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 or stationer 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 and financial:

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.

2.2.2. 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, 2018. The average annual turnover should be at least 30% of the estimated cost of the work.
- b) Profit & Loss A/c and Balance Sheet for last three Financial Years ending 31st March,2018 duly attested by C.A and ITRs for the same period i.e. Assessment Year 2016-17, 2017-18 & 2018-19.
- c) Upload the Registration of GST for respective state and also upload the GSTR-3B Return for December, 2018.
- d) Upload the copy of PAN Card of Firm/Company/Proprietor.
- **NOTE:** GSTIN Number of Delhi Bureau of Text Books files is 07AAATD4122G1Z7 and PAN No. is AAATD4122G.

3. Scope of Work

(a) Drawing file for the students of Class Nursery, KG and First. There are about 60400(approx.) copies to be supplied. Upto 30% of the supply order quantity may be increased or decreased by the DBTB.

S. No.	Name of the Item	Quantity (Approx)
1	Drawing file 11" X 8.5" having 18 sheets 100 GSM. S.S	60400
	Maplitho paper with laminated Cover 220GSM Art-	nos
	Card/SBS Board, Cover should be in Multi-colour with	
	Spiral Binding. (For Class Nursery, KG and First)	

- (b) The entire work is to be completed within 30 days positively from the date of issue of work order as per implementation schedule.
- (c) Sample of Drawing file available in the DBTB for reference.
- (d) EMD to be submitted by the bidder physically alongwith other requisite documents before the closing time and date of technical bid.
- (e) The L-1 bidder/s will submit an Undertaking/Self Declaration regarding use of same Drawing files submitted as a sample.

- (f) The paper of the finished Drawing files 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)
- (g) The Drawing files as per work contract shall be supplied by the bidder or its authorized distributor in Delhi and against a sale invoice/bill. The delivery of Drawing files shall also be made from Delhi. The bidder or its authorized distributor, as the case may be, who supplies the Drawing files should be registered with the GST/ Sales Tax Department of the concerned state and carry a valid GST Identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the Drawing files 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. **The rate should be exclusive of GST**.
- NOTE: The EMD, undertaking and other requisite documents in sealed envelope should be dropped in the Tender Box in the 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 Technical 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 uploading the Bid i.e. 05.03.2019 up to 2.00 p.m.
- 6. Schedule:
 - i. Last date for uploading the bids online is **05.03.2019 up to 02.00 p.m.** through e-procurement.
 - ii. Online opening of Technical Bid: **05.03.2019** <u>at **03.00** p.m</u>. in the Chamber of Managing Director, DBTB of Delhi Bureau of Text Drawing files.
 - iii. Online opening of financial bid: The date, time will be declared after the evaluation of technical bid.

The Tender form along with detailed terms and conditions is available at the website **https://govtprocurement.delhi.gov.in**.

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.

Chairman, Delhi Bureau of Text Drawing files 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 Drawing File shall be made at the godown of Delhi Bureau of Text Books or any other place/s in the NCR of Delhi specified by the Secretary, DBTB. Delhi Bureau of Text Books has all rights to enter into the premises of the Publisher or stationer 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 or stationer for the last 5(five) years for which registration of the firm is required.
- **b.** Experience and past performance in Books publication work for at least two years. The work orders for such works are to be submitted by the bidder.

1.2 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, 2018. The average annual turnover should be at least 30% of the estimated cost of the work.
- b) Profit & Loss A/c and Balance Sheet for last three Financial Years ending 31st March,2018 duly attested by C.A and ITRs for the same period i.e. Assessment Year 2016-17, 2017-18 & 2018-19.
- c) Upload the Registration of GST for respective state and also upload the GSTR-3B Return for December, 2018.
- d) Upload the copy of PAN Card of Firm/Company/Proprietor.
- 2. The Drawing File, as per works contract, shall be supplied by the Publisher/stationer or its authorized distributor in Delhi and against a sale invoice/bill. The Publisher/stationer or its authorized distributor, as the case may be, who supplies the Drawing File should be registered with the GST/Sales Tax Department of the respective state and carry a valid GST Identification Number(GSTIN) issued by it. If the Publisher/stationer is not registered with GST, GST will be deducted as per the guidelines of Delhi Sales Tax Department/ GST Department. The bidder shall, however, be responsible for compliance with all conditions, warranties/ guarantees, irrespective of the fact that the Drawing files are supplied by him directly

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or through its authorized distributors. Further, the quoted bid price in the tender shall be Exclusive GST.

- Note: All the Publishers / Stationers or its Authorized Distributors should quote rates for the supply of Drawing Files as per their capacity and capability. While uploading the rates, it should be calculated that the quantum of work allotted to the respective Publishers / Stationers or its Authorized Distributors should be completed within the stipulated time schedule. No extension of time shall be allowed for any reason except force majeure i.e. war, hostility, civil commotion, sabotage, quarantine restrictions, act of God and acts of Government (including but not restricted to prohibition of exports or imports, floods, explosions, epidemics).
- 3.

About 60400nos(approx.) Drawing files in Multicolour laminated cover are
to be supplied. Sample of Drawing file available in the DBTB for reference.
The details of the Drawing files is as under : -

S. No.	Name of the Item				
1	Drawing file 11" X 8.5" having 18 sheets 100 GSM. S.S Maplitho paper with laminated cover 220 GSM Art card/SBS Board. Cover should be in Multicolor with Spiral Binding. (For Class Nursery, KG and First)	60400 nos			

- NOTE: The quantity may be increased or decreased by 30%. If the quantity increases or decreases, the proportionate payment shall be made.
- 4. The Publisher/stationer or its Authorized Distributor blacklisted by any Govt. department or by any other Govt. Undertakings/ Organizations shall not be eligible for bidding. Every Publisher/stationer or its Authorized Distributor 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)
- The Publisher/stationer or its Authorized Distributor is under obligation to 5. pay all the dues of the workers as per law and pay all legal charges/contributions to statutory authorities.
- The Publisher/stationer or its Authorized Distributor should follow the 6. labour laws framed by the Labour Deptt. of Govt. of NCT of Delhi or of concerned authorities of neighboring states concerned. The Publisher/stationer or its Authorized Distributor shall submit following certificate on his letter head duly signed and seal that the organization are maintaining the labour laws as framed by the labour departments of the concerned states.

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Certificate:

"Certified that the press/organization is following Rules and Regulations framed by the Labour Department, 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 05.03.2019 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 Drawing files including all taxes (exclusive of GST) should be quoted in the BOQ, to be uploaded.
- **9.** Earnest money deposit (EMD): EMD of Rs. 39,000 (3% of total cost) in shape of FDR/Bank Guarantee of any nationalized/scheduled bank valid up to 30.04.2019, 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 got 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.
- 11.1 The EMD will be submitted by all the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. The document with regard to claim of Exemption will be submitted alongwith other document in the Tender Box in the Chamber of Secretary within time prescribed in the tender.

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.

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- 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 05.03.2019 at 3.00 p.m in the Chamber of Secretary, 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 Publisher/stationer 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)(e)).
 - ii) For any unexcused delay in supply of Drawing files (Clause 18.A(b)).
 - iii) If the printed matter is bleeded on cover of the Drawing file.(Clause No.18.B(I)).
 - iv) For more than 6 failed parameters (Clause No.18.B(II).

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- 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.
- e) If the printer back out after giving consent for next year, the Bureau will have the discretion to take any or all the following action.
 - 1. Forfeited of the performance security.
 - 2. Any other action as decided by the Chairman, DBTB.

16. Payment:-

The payment for supply of Plain Drawing File will be made after receipt of Challans duly receipt by Store Branch of DBTB. The 75% payment will be made after the satisfactory supply of the complete consignment and the submission of bill. The balance 25% will be paid within reasonable time of of the consignment with no defects. The supply amount of defected/damaged Plain Drawing file will be recovered from the final payment. The random sampling of the Drawing files 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/stationer should improve the size, if it is lesser than the required size of the Drawing files. The payment will be made on the basis of the verification of delivery challans

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with bills. No separate intimation will be given to the printer for any defects/short comings.

Note : The payment shall be made by the Bureau to the printer after deducting TDS as per the schedule rate at the time of payments. TDS applicable as per various status will be deducted from the bills submitted by the printer but the final payment of bills will be as per the terms & conditional of the work order i.e. deduction of TDS at the figure of bills will not confirm the claims.

17. Implementation schedule: -

- i. The Publisher/stationer /bidder shall be required to supply the entire quantity within 30 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/stationer fails to supply the Drawing files 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/stationer.

18. Penalty: -

A. Delay Penalty

- a) If the Drawing file are not supplied within 30 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 31st day from the initial date of award of contract.
- **b)** For any unexcused delay beyond 30 days after 30 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 Drawing file is	The Drawing file found short in size upto				
	short in size upto	5mm a penalty @ 0.5% (per side) of the total				
	5mm in width and or	cost of the work order of that title will be				
	in length.	imposed.				
2.	If the Drawing file is	If the Drawing file is short in size by more				
	short in size by more than 5 mm in width and or in length 19					
	than 5 mm in width	side) of the total cost of the work order of				
	and or in length.	that title will be imposed.				
3.	If the matter is	If the matter is bleeded on cover of the				
	bleeded on any side	Drawing file, the Drawing files shall be				
	of the Drawing file.	forfeited for the purpose of destruction at				
		the cost of Publisher/stationer and the				

Publisher/stationer will be directed to
supply the Drawing file 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 Drawing file as defined in the clause 18(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 Publisher/stationer. 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 Drawing files the sample will be randomly collected once, if the supply is upto 2 lakhs and for every multiple of 2 lakhs Drawing files 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 Publisher/stationer

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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 paper as submitted by the L-1 bidder as sample:

24. Delivery: -

The Publisher/stationer shall be required to supply the entire lot within 30 days from the initial date of award of the contract.

Delivery of the Drawing files shall be made at the godown of Delhi Bureau of Text Books or at any other place/s in the NCR of Delhi specified by the Bureau. Before the bulk supply of Drawing files, 05 advance copies of

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Drawing files have to be supplied in the Production Branch of Delhi Bureau of Text Books.

- **25. Packing:** Finished Drawing files shall be packed in bundles of 20 copies each shall be packed in bundles and bundles will be first tied with strip packing.
- **26. Registration with GST Department:** The bidder/authorized distributor should be registered with the Sales Tax/GST Department of the concerned state and shall submit the documentary proof of registration of GST.
- Quoting of rates: The rates of the Drawing files should be quoted as per piece basis of the job (including all charges like packing, freight, loading, unloading, stacking in the godown etc.). The rate should be exclusive of GST. However, the payment shall be made by the Bureau to the bidder after deducting TDS as per the scheduled rate at time of payments. GST will be paid as per Govt. Norms. The quoted rates shall be valid up to <u>31.03.2021</u> for all extended orders up to <u>30%</u> of the main print order.
- **28.** Validity of Rates: Since the tender is for 1+1 year basis (with mutual consent), the rates should be valid up to 31.03.2021 for the supply of Drawing File.
- **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

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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 2018 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/stationer 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 Drawing Files as per the directions given by the Bureau.

37. IMPORTANT NOTES: -

- a. The Publisher/stationer will have to fill financial bid for all the items. The rates of the Drawing Files shall be for per copy basis in Indian Rupees (including all charges like corrections, taxes, 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. **The rate should be exclusive of GST**.
- 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 Publisher/stationer 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 Drawing files 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 lowest rate. There will be (1) L-1 bidder for the item.

38. 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

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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.

39. 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.

40. 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.

41. 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.

42. 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

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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/stationer 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/stationer does not supply Drawing files as per terms and conditions of the tender and as per schedule mentioned in the main supply order/extended supply order or the Publisher or stationer 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/stationer 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/stationer 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/stationer 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.

43. More instructions for financial bid: -

1. The Publisher/stationer will have to fill financial bid for Drawing file. The rates of the Drawing File shall be for per copy basis in Indian Rupees (including all charges like corrections, taxes, 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. The rate should be exclusive of GST.

- 2. The Publisher/stationer shall at his own cost submit the proof of cover of Drawing File 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/stationer shall quote the rate of drawing file per copy basis (including all taxes exclusive GST) and will have to quote the rate in the prescribed format of BOQ.
- 4. The work will be allotted to the L-1 bidders who quote the lowest rate of per Drawing File.
- 44. 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.
- **45.** 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.
- 46. 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 31.03.2021.

47. 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.
- Note: The bidder shall submit only those documents physically, which are required in the tender in envelope. No extra document will be accepted.

SECRETARY **Delhi Bureau of Text Books**

Tender No.F.1-P (2)/Drawing/DBTB/19-20/08

TECHNICAL BID FORM – 1

TECHNICAL BID for the SUPPLY OF DRAWING FILES for the academic year 2019-20 and extendable for one more year i.e. 2020-21(WITH MUTUAL CONSENT).

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

- **1. GENERAL INFORMATION:** The Bidder/Printer should furnish the following details.
- 1.1 Name & Address _____

1.2	Nature of the Firm Public/Private/Partner	ship/Proprietorship
1.3	Contact Nos. & fax Land Line	
	Mobile	Fax
1.4	Technical Bid Form No. 1.	Uploaded/ Not uploaded
1.5	Proof of requisite experience in trade if stationery & related item/material (As per Clause No.1 of Eligibility Criteria of General Terms and Conditions)	Uploaded/Not uploaded
1.6	Copy of the PAN Card (As per Clause 1.3(d))	Uploaded/Not uploaded
1.7	Copy of GST Registration No. (As per Clause No.26)	Uploaded/Not uploaded
1.8	Details of Earnest Money Deposit (EMD) (Original EMD to be submitted directly in the tender box) (Scanned copy should be uploaded) in the Chamber of Secretary, DBTB. FORM-2	Uploaded/Not uploaded & Submitted/Not Submitted
1.9	Proof of average turnover during last 3 years ending March 2018 (Authenticated b and ITR for the last three financial years endi 2017-18 (for the assessment year 2016-17, & 2018-19) (Clause 1.2 (a)(b) of T & C).FORM	ng 2017-18
1.10	Certificate of reading/understanding of Technical specifications. FORM-4	Uploaded/Not uploaded
1.11	Acceptance of Implementation schedule. FORM-5	Uploaded/Not uploaded
1.12	Declaration regarding Financial Bid. FORM-6	Uploaded/Not uploaded
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1.13	Undertaking regarding acceptance of all terms & conditions of the tender & Validity of rates upto 31-03-2021. FORM-7	Uploaded/Not uploaded
1.14	Declaration regarding supply of Drawing Files 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 submitte	Submitted/Not Submitted ad in the Bureau)
1.17	Self declaration regarding never blacklisting FORM-11(Directly to be submitte	Submitted/Not Submitted ed in the Bureau)
1.18	Documents for partnership of the Press/ Registration of Firm/company.	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 GST-3B Return for the month of December,2018 (Clause No. 1.3 (c) of T & C) 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	Self Declaration/ Undertaking Regarding Use of same paper as per specification given in scope of work. 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.

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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 30.04.2019, directly to the office of the Bureau and details copy to 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)		ITR for the financial year 2015-16, 16-17 and 17-18. (Assessment year 2016-17, 2017-18 and 2018-19)
2015-16		Uploaded/Not uploaded	Uploaded / Not uploaded
2016-17		Uploaded/Not uploaded	Uploaded / Not uploaded
2017-18		Uploaded/Not uploaded	Uploaded / Not uploaded

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

Place & Date:

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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 Drawing File, 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 Drawing files within the stipulated time schedule of 30 days.
- b) Date of award of work (contract) will be **Day one (1)**
- c) 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.

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

Place & Date:

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 31.03.2021.

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

Date & Place:

TECHNICAL BID FORM-8

DECLARATION REGARDING SUPPLY OF DRAWING FILES 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

SELF DECLARATION TO BE SUBMITTED ALONG WITH TECHINCAL BID

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

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SELF DECLARATION TO BE SUBMITTED ALONG WITH TECHINCAL BID

That I/We							1	M/s		
	Addre	ess								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						certifi	nat our		
firm	has	never	been	blacklisted	in	the	past	by	any	Govt.
Depa	rtment	/Organis	ation/U	ndertaking.						

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

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TECHNICAL BID FORM NO. 13

Certificate regarding filling of latest GST Return 3B

Certified that I/We _		Proprietor/Director/Partner of M/s
	_ Address	hereby certify that I have
filed the latest return	of GSTR 3B for the	month of December, 2018.

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 paper submitted as sample.

That I/We _____M/s ______ <u>Address</u> ______certified that the...... (name of printing firm) will use same paper as per specification given in scope of work. In case of any deviation of Drawing file as required by the terms and condition of this tender, the Bureau can take any legal and administrative action against the...... (name of Publisher/stationer or its authorized distributor or stationer)".

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 Inv	viting Authority:	Secretary	, Delhi I	Bureau of Text Books		
Name of W	ork: Tender for	supply of	Drawing	g files.		
Contract No: F.1-P (2)/Drawing/DBTB/19-20,		9-20/08 TENDE	TENDER ID:			
Bidder Nam	ie:					
				PRICE SCHEDULE		
NUMBER #				r and the same should be uploaded after filling the diders are allowed to enter the Bidder Name and NNUMBER #		TEXT #
Si. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder PER UNIT (Exclusive of GST) Rs. P.	TOTAL AMOUNT Without Taxes	TOTAL AMOUN In Words
1 2		4	5	6	7	8