



**TAMIL NADU TEXTBOOK AND EDUCATIONAL  
SERVICES CORPORATION**

**TENDER DOCUMENT**

**FOR PRINTING AND SUPPLY OF TWO FORTNIGHTLY  
TABLOIDS FOR CHILDREN AND  
ONE MONTHLY MAGAZINE FOR TEACHERS FOR THE  
SCHOOLS FOR A PERIOD OF THREE YEARS**

1.	<b>ADVERTISED ON</b>	:	<b>07/06/2022</b>
2.	<b>PRE-BID MEETING ON</b>	:	<b>13/06/2022 at 3.00 pm</b>
3.	<b>LAST DATE &amp; TIME FOR SUBMISSION OF TENDER</b>	:	<b>22/06/2022 at 3.00 pm</b>
4.	<b>DATE &amp; TIME OF OPENING OF TECHNICAL BIDS</b>	:	<b>22/06/2022 at 3.30 pm</b>

**TAMILNADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION**

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**PRINTING AND SUPPLY OF TWO FORTNIGHTLY TABLOIDS AND  
ONE MONTHLY MAGAZINE FOR THE SCHOOLS**

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**TAMILNADU TEXT BOOK AND EDUCATIONAL  
SERVICES CORPORATION**

**1. SCOPE OF TENDER**

The TNTB & ESC has proposed to publish and distribute two fortnightly tabloids for children studying in Tamil Nadu Government Schools (Fortnightly) and one monthly magazine for teachers working in Tamil Nadu Government Schools. Approximately 2,80,000 copies of children magazines and 40,000 copies of teachers magazines per month have to be printed as per the specifications laid down in the tender document. It is decided to select eligible printers for printing the above said tabloids and magazines through open tender.

The Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000 shall apply to this tender.

**TAMILNADU TEXBOOK AND EDUCATIONAL  
SERVICES CORPORATION,  
CHENNAI – 600 006.**

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**2. NOTICE INVITING TENDER**

**Rc.No.: 6275/Pub/2022**

Sealed tenders are invited from eligible Printers for Printing and Supply of Two Fortnightly Tabloids for Children and one Monthly Magazine for Teachers, for the schools. Bidding will be conducted under two cover system confirming to the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000.

1.	Name of the work	:	For Printing And Supply of two fortnightly tabloids for Children (1.40 lakhs x 2 = 2.80 lakhs) and one monthly magazine for Teachers (40,000)for the schools for a period of three years
2.	Cost of Tender Document	:	a) Rs.10,000/- in the form of Demand Draft / pay order drawn in favour of “Tamil Nadu Textbook and Educational Services Corporation” payable at Chennai in person from head office on working hours 10.00 a.m. to 5.00 p.m. or it can be downloaded at free of cost from website address: <a href="http://www.textbookcorp.tn.nic.in">http://www.textbookcorp.tn.nic.in</a> <a href="http://www.tenders.tn.gov.in">http://www.tenders.tn.gov.in</a>

3.	Tender Documents Available at	:	Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, No.68 College Road, Chennai - 600 006. The same may also be downloaded free of cost from the following websites: a) <a href="http://www.textbookcorp.tn.nic.in">http://www.textbookcorp.tn.nic.in</a> b) <a href="http://www.tenders.tn.gov.in">http://www.tenders.tn.gov.in</a>
4	Sale period of Tender Document	:	From 07.06.2022 to 21.06.2022 On all working days between 10.00 a.m. to 5.00 p.m.
5	Earnest Money Deposit (EMD)	:	<b>a) for sheetfed (Magazine) printer – Rs.70,000/-</b> <b>b) for web offset (Tabloid) printer – Rs.1,50,000/-</b> <b>c) For both sheetfed &amp; web offset – Rs.2,20,000/-</b>
6	Date of Pre-Bid Meeting	:	13/06/2022 at 3.00 p.m
7	Last Date and Time for Submission of Tender	:	22/06/2022 at 3.00 p.m
8	Due date and time for opening of Technical Bids	:	22/06/2022 at 3.30 p.m. If the due date happens to be a holiday, the bids will be received and opened on the next working day
9	Contract Period into agreement	:	Three years from the date of entering into agreement

**Consortium bids are not acceptable. For all other conditions / instructions please refer bid document.**

The Corporation shall not be responsible for any postal delay or any loss of Tenders in transit. The Managing Director, Tamil Nadu Text Book and Educational Services Corporation reserves the right to amend or withdraw any of the Terms and Conditions in the Tender Document or to cancel / reject all the tenders received without giving any notice or assigning any reason.

The Tenderer are requested to view the Websites for any changes / amendments / corrigenda in the Tender which may be issued upto 2 days before the last date for submission of the Tender.

MANAGING DIRECTOR  
Tender Inviting Authority  
Tamil Nadu Text Book and  
Educational Services Corporation

### **3. INSTRUCTIONS FOR SUBMISSION OF TECHNICAL BIDS & PRICE BIDS**

1. All pages of the Bid should be signed by authorized signatory whose name should be communicated to the Corporation with office seal without any omission, failing which the tender shall be summarily rejected.
2. Certificate of Bankers for satisfactory maintenance of accounts should be enclosed.
3. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
4. Bidder should produce the originals for the performance / client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.
5. Additional documents if any called for, for verification supporting the technical bid, shall be produced by the Tenderer to the Corporation.

**The downloaded documents shall be properly page numbered and spiral bound and submitted along with necessary documents at free of cost.**

**TENDERER SHALL FILL IN THE CHECK LIST GIVEN BELOW****I) PART – A COVER – (TECHNICAL BID)**

<b>Sl. No.</b>	<b>Description</b>	<b>Please State Yes or No in Writing</b>	<b>Please indicate the relevant Page No.</b>
1.	Whether the Tender is submitted in Two envelopes as Part-A Cover (Technical Bid) and Part-B Cover (Price Bid)?		
2.	i. Whether the Earnest Money Deposit (EMD) in the form of Demand Draft drawn in favour of the “Tamil Nadu Text Book and Educational Services Corporation, Chennai,” payable at Chennai is enclosed? ii. If EMD <u>Exemption</u> is claimed necessary documents causing for claiming exemption of EMD is enclosed? i.e., MSME/NSIC/DIC certificates.		
3.	Whether statements and declarations furnished in <b>Annexure – III to XIII</b> is enclosed?		
4	Whether the Tender Document in original are duly signed in each page by the authorized signatory?		
5	Whether Photo copy of the latest Income Tax Return duly signed by the Auditor is enclosed?		
6.	Whether duly attested Photo copy of the Certificate of Registration under GST is enclosed?		
7.	Whether duly attested copies of the partnership deed of the company is enclosed in case of Partnership firm?		
8.	Whether duly attested copy of the Certificate of Registration under Press and Registration of books Act 1867 is enclosed?		



9.	Whether the change in address of the Press has been in corporate in the Certificate of Registration, if the press is shifted to new location?		
10.	Whether duly attested copy of the latest property demand notice or receipt for payment of property tax or telephone bill or 1 <sup>st</sup> page of Bank pass book towards address proof for both Registered office and Work place are enclosed?		
11.	Whether Documentary proof for experience in printing of Newspaper / Tabloids / Magazine for any 2 calendar years (including last one year) in the last 5 Calendar years as on 31.12.2021 has been enclosed?		

**II) PART – B COVER – (PRICE BID)**

<b>Sl. No.</b>	<b>Description</b>	<b>Please State Yes or No in Writing</b>
1.	Whether Price-Bids as per <b>Annexure XIV and XV</b> duly filled-in and signed is enclosed for Printing and Supply of Two Fortnightly Tabloids for Children and One Monthly Magazine for Teachers in sealed cover?	

#### 4. INSTRUCTIONS TO THE BIDDERS

##### 1. General Instructions:

The Bidders are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omissions or Failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

##### 2. Definition of Terms and Expansion of Abbreviations:

1.	Tenderer/ Bidder	Tenderer / Bidder means who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer who has quoted the lowest rate and whose offer is accepted by the Tender Accepting Authority (at the price arrived at by the Corporation after negotiation with L1).
3.	Printer	Printer means one who is having the required capacity of machineries and other infrastructure facilities to print the magazines. Printer should have all required necessary qualification to be enrolled as a printer according to RNI regulations.
4.	Day	A day means a calendar day.
5.	Contract Price	Contract Price means the sum for which the tender is accepted towards printing of Magazines.
6.	Purchaser/ Employer	Purchaser/Employer means the Tamil Nadu Textbook and Educational Services Corporation on behalf of the Government of Tamil Nadu.
7.	Delivery Point	a) Tabloids / magazines to be despatched to nearby Head Post office and get the delivery acknowledgement from the post office.
8.	TNTB & ESC	Tamil Nadu Text book and Educational Services Corporation

9.	Printing & Supply	Printing of fortnightly tabloids / monthly magazines as specified in the Tender Document.
10.	EMD	Earnest Money Deposit
11.	SD	Security Deposit
12.	BG	Bank Guarantee
13.	LOA	Letter of Acceptance
14.	MSME	Micro, Small and Medium Enterprises Department
15.	NSIC	National Small Industries Corporation
16.	DIC	Department of Industries and Commerce.

### **3. Bid Document:**

The Bid Document consists of the following

- i. Scope of Tender
- ii. Notice Inviting Tender
- iii. Instructions for Submission of Technical Bids and Price Bids
- iv. Instructions to the Bidders
- v. Terms and Conditions of the Tender
- vi. Letter of Tenderer
- vii. Technical Specifications
- viii. Profile & Machinery Details of the Tenderer
- ix. Statements and Declarations
- x. Bank Guarantee
- xi. Price Bids for Printing and Supply of Two Fortnightly Tabloids for Children and One Monthly Magazine for Teachers
- xii. Mode of Supply of paper

**4. Qualification Criteria:**

<b>Sl. No.</b>	<b>Minimum Eligibility Criteria</b>	<b>Proof to be submitted for fulfilling the requirement for eligibility</b>
1	The bidder should have experience in printing of Newspaper / Tabloids / Magazine for any 2 calendar years (including last one year) in the last 5 Calendar years as on 31.12.2021 has been enclosed?	Proof of work order/supply invoices to be enclosed. (01.01.2017 to 31.12.2021)
2	Certificate of registration under Press and Registration of books Act 1867 should be produced.	Attested copy should be enclosed
3	<p>Bidder should have minimum requirement of the following machineries</p> <p><b>Pre-Press:</b></p> <p>i. <b>Computer to Plate (CTP)</b> (CTP) (in house facility)</p> <p><b>Press:</b></p> <p><b>Heat set Web offset with cut – off size 546 mm, 4 + 4 colour</b></p> <p><b>Multicolour Sheet fed offset 4 colour</b> 63.5 x 91cm / 71 x 102 cm / 76 x 102 cms size</p> <p><b>Post Press : Mandatory for Sheet fed offset</b></p> <p><b>Binding :</b></p> <p>a) <b>Folding Machine</b> i) Double Demmy size</p> <p><b>Flow line machine</b> (Saddle wire stitching) No. of stations to be specified.</p>	<p>Documentary proof of list of Machineries and equipments should be notarized and enclosed.</p> <p>Sheet fed offset printers should have in house binding facilities for magazine works.</p>
4	<b>Minimum Storage Space 2000 Sq.ft.</b>	Tenderer should have minimum storage space for stacking the materials. Necessary documents should be produced for having own / lease / Rental

5	<b>Power Back up</b> Minimum 250 KVA	Documentary proof for power backup should be enclosed.
6	<b>Annual Turnover:</b> Average Annual Turnover of the bidder during any three consecutive financial years.	Attach Certificate from Chartered Accountant along with Audited Balance Sheets these 3 financial years.
7	<b>Income Tax Returns:</b> The Tenderer should have filed Income Tax Returns for the past three financial years - 2018-19, 2019-20 and 2020-21	Self attested Copies of the IT returns attested by Chartered Accountant for these three years should be furnished.
8	<b>GST:</b> The Bidder should be registered under GST	Copy of Registration Certificate under GST Act
9	<b>EMD -</b> <b>for sheetfed (Magazine) printer -</b> <b>Rs.70,000/-</b> <b>for web offset (Tabloid) printer -</b> <b>Rs.1,50,000/-</b> <b>For both sheetfed &amp; web offset -</b> <b>Rs.2,20,000/-</b>	D.D. / Bankers Cheque drawn in favour of Tamil Nadu Textbook and Educational Services Corporation, Chennai -6 should be furnished. Provided any Tenderer, seeking exemption from the payment of EMD should furnish relevant documents.
10	<b>Address Proof</b> of the printing press.	Copy of latest property tax receipt or Telephone Bill or Bank pass book 1 <sup>st</sup> page or EB card

#### 5. Change in Quantity:

Quantity given in the Notice Inviting Tender is approximate and it is likely to vary. The Corporation, if necessary, at the time of placement of purchase order shall either reduce or increase the quantity mentioned in the tender to the extent of 25%.

#### 6. Pre-Bid Meeting:

There will be a **Pre Bid meeting on 13.06.2022 at 3.00 p.m. in the Tamil Nadu Text Book and Educational Services Corporation, DPI Campus, Chennai 600 006** during which the prospective Tenderer may seek clarifications about the Tender. The Tenderer shall send their queries, if any, in writing so as to reach the Corporation at least two days prior to the date of Pre-Bid Meeting. The Tenderer shall view the Websites given in the Notice Inviting Tender for updated information like change in date / venue etc., of the Pre-Bid meeting as the Corporation may not be able to

identify and communicate with the prospective Bidders at this stage. **Failure to attend the Pre-Bid meeting is not a dis-qualification as it is optional.** In response to the relevant query of the prospective Tenderer, clarification will be given in writing. Only the clarifications given in writing shall be valid.

#### **7. Amendments to the Tender:**

- a) The Corporation reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Bidders, solely at its discretion up to 48 hrs (i.e.,) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites. <http://www.tenders.tn.gov.in>.& <http://www.textbookcorp.tn.nic.in>
- b) Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing/e-mail/facsimile to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by mail/letter to the Corporation.
- c) At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigendum, if any, issued subsequent to the date of Notice Inviting Tender.
- d) All the Bidders must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Corporation will not be responsible for the failure of the Tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

#### **8. Language of the Bid:**

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be written in English language only.

#### **9. Non Transferability:**

The Tender Document sold to a Tenderer is **Not Transferable**. It shall not be used by others and if used by others it will be rejected.

**10. Downloading of Tender Document:**

- (a) The tender document can be downloaded from the websites: <http://www.tenders.tn.gov.in> (or) <http://www.textbookcorp.tn.nic.in> on A4 size paper and computer print alone should be submitted in the form of a booklet. Submission of tender document in any other form will be rejected.
- (b) The Tenderer shall download corrigendum, if any, published subsequently and submit along with the tender. Otherwise the tender will be rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum / amendment issued and uploaded on the above websites.
- (c) The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change / addition / deletion are detected at any stage after the award of the tender, the EMD as well as S.D remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be blacklisted from participating in the subsequent tenders. Besides such Tenderer are liable to be prosecuted.

**11. Cost of Tendering:**

The Tenderer shall bear all costs involved in the preparation and submission of tender and the Corporation shall in no case be responsible or liable for the costs of tendering incurred by the Tenderer, irrespective of the outcome of the tenders.

**12. Bid Validity:**

1. Bid shall remain valid for a period not less than **Ninety days (90 days)** after the deadline date for bid submission specified. **A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.**
2. In exceptional circumstances, prior to expiry of the original time limit, the Corporation may request the bidders to extend the period of validity for a specified additional period. The request and the bidders responses shall be made in writing or by mail. A bidder may refuse the request without forfeiting his bid security (EMD). A bidder agreeing to the request will not be



required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

**13. Earnest Money Deposit (EMD):**

1. An Earnest Money Deposit shall be paid as mentioned below along with the Technical Bid by way of Demand Draft issued by nationalized scheduled bank, drawn in favour of **Tamil Nadu Text Book and Educational Services Corporation, Chennai -6** payable at **Chennai**.
  - a) for sheetfed (Tabloid) printer - Rs.70,000/-
  - b) for web offset (Magazine) printer - Rs.1,50,000/-
  - c) For both sheetfed & web offset - Rs.2,20,000/-

**Bank Guarantee towards EMD will not be accepted.**

2. Tenderer seeking exemption for payment of EMD should enclose relevant documents like MSME / NSIC / DIC under which the category of tender is specifically exempted by the Government from payment of EMD.
3. The Earnest Money Deposit amount of the unsuccessful Tenderer will be returned after the award of the Contract pursuant to the selection of the successful Tenderer and on written request from the unsuccessful Tenderer. The Earnest Money Deposit amount held by the Corporation will not fetch any interest till it is refunded to the unsuccessful Tenderer.
4. The Earnest Money Deposit amount of the successful Tenderer will be adjusted against the Security Deposit(SD).
5. Any tender not accompanied by Demand Draft towards Earnest Money Deposit as in Clause (13.1) above shall be rejected summarily by the Corporation.
6. The Earnest Money Deposit amount shall be forfeited.
  - (a) if the Tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document
  - (b) in the case of a successful Bidder, if the Bidder fails to sign the agreement or to remit the Security Deposit within the specified time limit.

- (c) If the bidder does not accept the correction of the bid price pursuant to clause 21.1
- (d) In addition to the above, the Corporation will blacklist the contractor without prejudice to any action that may be taken against the contractor.
- (e) If the bidder do not possess the machineries and equipments as certified by the Tenderer in the Tender.

#### **14. Submission of Tender:**

##### **(1) Submission of Tender in Two Cover System:**

Tender shall be submitted in two parts in original i.e., Part-A and Part-B The Part-A cover shall contain the EMD and Technical Bid and superscribed on the envelope as **Part-A –“Technical Bid - Tender for Printing and Supply of Two Fortnightly Tabloids and One Monthly Magazine”**. On the Part-A Cover, the Name and Address of the Tenderer shall be written and sealed.

The Part-B Cover shall contain the Price-Bid- superscribed on the envelope as **Part-B “Price Bid- Tender for Printing and Supply of Two Fortnightly Tabloids and One Monthly Magazine”**.

On the Part B Cover, the Name and Address of the Tenderer shall be written and sealed. Both the Covers i.e., Part-A and Part-B shall be put in an envelope superscribing there on **Tender for Printing and Supply of Two Fortnightly Tabloids and One Monthly Magazine** and the Name and Address of the Tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. the Corporation shall be put in the box kept in the office of the Corporation within the scheduled time and date of submission of the Tender. It may also be sent by post so as to reach the office of the Corporation within the stipulated time and date of submission of the Tender. But the Corporation shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderer or belated receipt of Tenders by the Corporation shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time.

**(2) Documents to be furnished in the Part – A Cover in sequence indicated below (Technical Bid):**

- (a) Covering Letter.
- (b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.
- (c) Crossed Demand Draft or relevant documents under which exemption is sought for towards EMD.
- (d) Certificate of Registration under the Press and Registration of Books Act, 1867.
- (e) **Annexure I to XIII** towards Specifications, Statements and Declarations format.
- (f) Profile of the Company
- (g) List of printing machineries available at the Tenderer unit including the Capacity for Prepress, Press and Post Press. **(Self Attested Photo copies and Address Proof for the printing press to be Notarized and enclosed.)**
- (h) The Annual Turnover statements.
- (i) All the required documents as per qualification criteria given in this tender shall be enclosed.
- (j) Letter of Authorization / Power of Attorney for signing the Tender Document shall be on a Non-Judicial Stamp Paper of value of not less than Rs.100/-. In the case of Public Sector Undertaking / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall not be considered for further evaluation **(Annexure XII)**.
- (k) Letter of I.T. Returns for the last three financial years i.e., 2018 – 2019, 2019-2020, 2020-2021. (Self attested Photo copies to be enclosed). GST / PAN Card **(Photo Copies to be Notarized and enclosed)**.
- (l) Complete Audited Balance Sheet with Profit and Loss statement, duly certified indicating the Annual Turnover Annexure V in case of bidder **(Self attested Photo Copies to be enclosed.) (2018-19 to 2020-21)**

**(3) Details to be furnished in the (Price Bid) cover:**

- Covering letter.
- The bidder shall quote their rates **for all the items** individually for printing and supply of tabloids / magazines as indicated in Price Bid in **Annexure XIV and XV**
- Bid Price for the work with each page to be signed, dated and stamped with the seal of the firm.
- The offer shall be unconditional.
- The price quoted shall be all inclusive and no additional claim on any ground shall be entertained.
- Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Corporation shall summarily disqualify the Bidder and reject the bid.
- Printers are requested to quote the rates would be arrived separately for each category of work i.e., Tabloids and Magazines per page as per specifications Annexure I & II (inclusive of Printing charges, Binding, Packing and Despatch to nearest Head Post Office)

**Points to be noted:**

- The printers should take into consideration the toll fees, loading and unloading charges etc while quoting the rates.
- While quoting the rates it should be taken into account that the bidders will be benefited by way of sale proceeds of paper jellies, gunnies and also printed paper wastages.

**(4) Signing of Tender:**

- a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. **All pages of the tender shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.**
- b) Any alterations, corrections or overwriting in the Tender document shall be treated valid only if they are

authenticated by full signature of the person/persons authorized to sign the tender.

**15. Period of validity of Rate:**

The rates quoted in the Tender shall be valid for a period of **Three year** from the date of execution of the agreement. No price variation is allowed during the contract period of Three years. However, the Corporation may extend the period of contract for further one year on the same terms and conditions mutually accepted.

**16. Modification and Withdrawal of Tenders:**

- (a) Tenderer may modify or withdraw their tenders by giving notice in writing before the due date for submission.
- (b) The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 14, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- (c) No Tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.
- (d) Withdrawal or modification of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

**17. Opening of Tenders:**

- i. Tenders will be opened at the scheduled date and time in the office of the Corporation in the presence of the Tenderer or their representatives who are authorised to represent the Tenderer. The representatives of Tenderer who attend the Tender opening shall produce the proof of their identity and the authorization letter from the Tenderer. Only one representative is permitted to attend Tender opening on behalf of the Tenderer.
- ii. The Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through facsimile (Fax) or by electronic mail or through any other manner which is not in accordance with the instructions specified in the Tender Document will not be accepted
- iii. Envelopes marked **withdrawal** shall be opened and read out first and their Tender shall not be opened. Subsequently all

envelopes marked modification shall be opened and the submission therein shall be read out.

- iv. If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the appointed time.
- v. Part - A Cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.
- vi. Provided that where more than one Tender is submitted by the same Tenderer, the lowest eligible financial tender shall be considered for evaluation.

### **18. Criteria for Evaluation of Technical Bid:**

1. Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.

2. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

### **19. Site Visit**

- a. The authorized representative of the Corporation shall visit the Printing units of all the Technically qualified Tenderer to verify the printing capacity, the availability of plant, machinery and manpower, the infrastructure facility etc.,
- b. Further the authorized representative shall inspect the original Certificates of Registration and Incorporation of the Company and the originals of all the relevant documents which the Technically Qualified Tenderer furnished along with the Tender.

- c. If the report of the Field Inspection / Site visit is adverse, the Technically Qualified Tenderer shall be disqualified and the Price Bid of such Tenderer shall not be opened.

**20. Opening of Price Bid (Part – B Cover)**

- i. Only the Price Bids of the Tenderer who are qualified in the Technical Bid and site visit report, shall be opened.
- ii. The date, time and venue of opening of Part – B cover i.e., Price Bid will be intimated separately to the qualified eligible Tenderer.
- iii. The Price Bid will be opened on the intimated date and time in the presence of the Tenderer or their authorized representatives.

**21. Evaluation of the Price Bid**

The Price Bid of the technically responsive tenders shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Price Bid, the following procedures shall be adopted as per the Tamil Nadu Transparency in Tenders Act 1998 & the Tamil Nadu Transparency in Tenders Rules 2000.

1. In determining the lowest evaluated price, the following factors shall be considered.
  - (a) the quoted price shall be corrected for arithmetical errors;
  - (b) in cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;
  - (c) The amount stated in the Bid will be adjusted in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the correct amount the bid will be rejected, and the EMD may be forfeited.
  - (d) Provided that where more than one Tender is submitted by the same Tenderer, the lowest eligible financial Tender shall be considered for evaluation.
2. The Bidder who has quoted the lowest rate for each work (i.e., Tabloids and Magazines) under individual description of works as specified in Price bid Annexure XIV and XV will be considered as the L1 bidder for that item of work.
3. The Corporation is empowered to provide the work to any other

qualified tenderer in case L1 bidder who has been awarded the work had not worked as per tender conditions and any loss to this corporation for such action would be recovered from L1 bidder who had been earlier awarded the work.

**22. Approval of the Contract by the Board of Governors of the Corporation**

The Contract shall be awarded only with the approval of the Tender Accepting Authority (Board of Governors) to the successful L1 Tenderer with whom negotiations were made.

**23. Right to Accept/ Reject any or all Bids**

- i. The Tender Accepting Authority i.e., the Board of Governors of the Corporation reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Bidder or Bidders who may be affected financially or otherwise to this effect.
- ii. After acceptance of the Tender by the Corporation, the Tenderer shall have no right to withdraw his Tender or claim higher rates.

**24. Letter of Acceptance**

The Managing Director of the Corporation shall issue the Letter of Acceptance to the successful Tenderer(s) to furnish Bank Guarantee, Insurance and Security Deposit.

**25. Payment of Security Deposit (SD)**

- i. Successful Tenderer shall be required to furnish Security Deposit of equivalent to 5% (Five Percent) of the value of the work order as a Guarantee for the performance of the Contractor. The EMD may be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the Balance amount through Demand Draft **within 7 days from the date of issue of Letter of Acceptance.**
- ii. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled Banks drawn in favour of Tamil Nadu Textbook and Educational Services Corporation, Chennai- 600 006 payable at Chennai. EMD amount shall be



adjusted against SD and the balance amount shall be remitted in the form of Demand Draft **or** it may be in the form of unconditional irrevocable Bank Guarantee valid for 42 months. Failure of the successful bidder to furnish the Security Deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. No exemption will be allowed towards payment of Security Deposit under any circumstances.

- iii. The Security Deposit shall be released to the Contractor after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Corporation and after 6 months from the date of completion of contract fully. The Security Deposit so held by the Corporation, shall not earn any interest till it is released to the Contractor. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

#### **26. Forfeiture of Security Deposit (SD)**

- i. The Security Deposit shall be forfeited if the Tenderer fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract.
- ii. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to supply the ordered quantity of goods in full properly and promptly.
- iii. The Security Deposit shall be forfeited if the Tenderer refuse to accept the Print order during the contract period of three years.

#### **27. Bank Guarantee and Insurance for the free supply of materials**

- i) The successful Tenderer should furnish Bank Guarantee in favour of Tamil Nadu Textbook and Educational Services Corporation, an Irrevocable Bank Guarantee for an amount equal to 20% of the total value of Paper and wrappers, that would be supplied to the Tenderer by Corporation **and shall be valid for a period of Three years and Six months from the date of commencement of the contract.**
- ii) The entire value, that is 100% of the value of Paper and wrappers, that would be supplied by the Corporation, should be covered by a **comprehensive insurance** in the name of the Corporation at the cost of the eligible Tenderer against fire, rain, earthquake, theft,

burglary, riot, strike, flood, inundation, cyclone, tsunami and other natural disasters for the entire period of contract of three years.

- iii) The insurance should also cover finished goods and work in progress.
- iv) Burglary insurance and transit insurance of the goods shall be taken by the Contractor for the highest value, the printer will hold during such period.
- v) The transit loss / theft / pilferage / damage of the goods under any circumstance shall be the liability of the Tenderer.

**The policy for Burglary insurance and copy of Transit insurance shall be furnished to the Corporation within 7 days from the date of first print order.**

- vi) The copy of the insurance for the machineries available in the Press shall be furnished to the Corporation.
- vii) The Bank Guarantee / Insurance documents shall be submitted to Corporation **within 7 days from the date of receipt of the communication** from Corporation informing their selection as a printer under contract.
- viii) In the event of loss of Paper and wrappers, the Insurance claim shall be lodged by the Printer under intimation to Corporation as to the quantity and the value of the damages sustained. During the process, the important documents of claim should be appraised in written communication. Quantum of assessment should be informed and consent obtained from Corporation. The discharge voucher should be signed by Corporation for handing over to the Insurance Company by the Printer. Salvage disposal shall be the discretion of Corporation.

In effect, the Printer is expected to play the role of representative of Corporation and a facilitator in recovering the claim from the Insurance Company. The Printer does not enjoy legal status in claim matters for Paper and wrapper.

## **28. Execution of Agreement**

- a) The successful Tenderer shall execute an agreement for the fulfillment of the contract on a Non-Judicial Stamp Paper to the value of Rs.100/- **on the date of submission of SD, Bank Guarantee and Insurance.** The Agreement shall be part and

parcel of the Contract and binding on the Corporation and the Successful Printer. In case of any difference or Contradiction in the recitals in the Tender Document and the Agreement, the recitals in the Agreement shall prevail over those in the Tender Document.

- b) The Successful Printer shall not assign or make over the Contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the Contractor any part thereof.
- c) The enclosures, to the Tender Document, viz. the detailed final offer of the Successful Tenderer will form part of this contract. Wherever the offer conditions furnished by the Successful Tenderer are at variance with conditions of this contract, the latter shall prevail over the offer conditions furnished by the Successful Tenderer.
- d) The Tender conditions and other prescribed documents accompanying the tender documents will form an integral part of this contract.
- e) In the event of any change in entity/registration/Bank account details/Address/etc., the same should be informed to this Corporation well in advance with valid supporting documents. Supplementary agreements wherever this Corporation feels necessary, as per rules in force, shall be executed.

## **29. Award of Contract**

The rates for printing and supply of two fortnightly tabloids and one monthly magazine will be determined as per Tamil Nadu Transparency in Tender Rules, 2000.

- a) The Printing Tender is called for Printing and Supply of Two Fortnightly Tabloids and one monthly magazine in four colour.
- b) The rates quoted in the open tenders, from all eligible Tenderer shall be taken into consideration.
- c) The rates quoted by the eligible lowest Tenderer in the open tender shall be compared with the prevailing market rate and if the Tender Inviting Authority is of the view that the quoted rates are too high, the authority will negotiate with the Lowest Tenderer to ascertain whether further reduction in rates is possible.

**d) Award of print order to eligible printer**

1. The bidder who has quoted lowest rate per page for each items under individual description of works specified in Price bid Annexure XIV and XV will be considered as L1 bidder and the next lowest quoted rate will be considered as L2 bidder and so on.
2. The decision of Managing Director of the Corporation shall be final in allotment of work order.

**30. Interpretation**

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Managing Director of the Corporation shall be final and binding.

**31. Corrupt or Fraudulent Practices**

- a) The Corporation requires that Bidders observe the highest standard of ethics during the evaluation and execution of printing. In pursuance of this policy, the Corporation defines for the purposes of this provision the terms set forth below as follows:
  - i) 'Corrupt practice' mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution.
  - ii) 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract to the detriment of the Corporation and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Corporation of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

## **5. TERMS AND CONDITIONS OF THE TENDER**

1. The Terms and Conditions of the Tender shall supplement the “INSTRUCTIONS TO THE BIDDERS”(ITB)
2. The time of supply and printing quality of the Tabloid, Magazine stipulated in the print order shall be deemed to be the essence of the Contract.

### **3. Mode of Supply of Paper**

The paper for printing of two fortnightly tabloids and one monthly magazine will be supplied by the Corporation through TNPL as detailed below:

- a) The cost towards transportation of paper from TNPL to the printer (Tenderer) within the State of Tamil Nadu will be borne by Corporation.
- b) Paper will be supplied to the printers (Tenderer) by the Corporation through TNPL. It is the endeavor of the Corporation to remove the difficulties in transporting the paper to the printers. The unloading of paper will be done by TNPL. Stacking and safe guarding the paper will be the responsibility of the printer.
- c) TNPL is the major supplier of Paper for the Corporation. The supply of paper by TNPL is subject to the following conditions.
- d) For the printers (Tenderer) located outside the State of Tamil Nadu the paper will be delivered by TNPL. The cost of transport in such a case will be borne by Corporation and the Printer as indicated in Annexure XVI.
- e) The rates will be subject to revision when TNPL revises their rates for transport.
- f) In the event of certain circumstances, the printer (Tenderer) may have to take delivery of the paper from the godowns at Chennai / Sivakasi for which the TNPL transport rates alone will be reimbursed by the Corporation. Other incidental charges should be borne by the Printers (Tenderer).

### **4. Award of Print/Work order to eligible Tenderer**

Work order shall be issued to the Successful bidder after furnishing Security Deposit, Bank Guarantee, Insurance and Execution of Agreement with Tamil Nadu Textbook and Educational Services Corporation as per **Clause 28 & 29** of Instructions to Bidders.

**5. Delivery**

- a) Delivery of all the ordered tabloids / magazine commensurating as per the Technical Specifications in Annexure I & II as per the work order shall be executed within 7 days for tabloids and 10 days for magazine from the date of issue of final PDF contents / supply of paper whichever is later. The entire delivery shall be completed within the time schedule specified in the Work Order in good condition.
- b) During printing itself advance 25 copies shall be furnished to the Corporation without fail. No extra charges will be paid.**

**6. Packing and Labeling**

- a) Each tabloid material to be neatly wrapped with 'From' address (TNTB & ESC) printed mailing wrappers of 90 GSM Kraft paper pasted label with addresses to be sent.
- b) Each printed magazine to be neatly packed inside the 'From' address (TNTB & ESC) Bio-degradable cover (not less than 40 microns) and pasted label with address to be sent.
- c) The Printer has to dispatch them to the nearby Head office and get the delivery acknowledgement from the post office.

**7. Binding Facilities**

Printer should ensure that binding of tabloids / magazine is done at their own premises with coverage of Binding Machineries and storage of raw materials.

**8. Method of Printing and Permissible Wastage**

- The printer (Tenderer) will be supplied with necessary quantity of **printing paper and wrapper** for the work awarded to them on the basis of requirements which shall be delivered in respect of paper and the printer shall duly and properly account for the printing paper and wrapper supplied to him. For calculating the paper requirements the following **percentages of wastage** will be allowed:

**A) Web offset**

For Printing by Web-Offset Printing Machines, up to **two percent** for single /first colour in all for both sides and up to **One percent** for each subsequent colour for both sides in all, on the net weight of reels.

**B) Sheetfed offset**

- 1) For Text printing by Sheetfed printing machines upto half percent per colour per side in respect of paper.

**9. Payment Terms**

- a) No advance payment shall be made.
- b) Payment will be made by the person / authority authorized by Commissioner of School Education within 15 days from the date of receipt of claim from the Printer for 80% (Part Payment) of the bill amount payable after the receipt of delivery acknowledgement for 100% delivery of two tabloids and one magazine from near by Head Post office including paper consumption. And the remaining 20% of the bill amount will be paid within 60 days from the date of receipt of claim from the Printer only after finalisation of all relevant accounts.
- c) No bill shall be admitted from the Successful Printer who fails to effect the Printing and Delivery of the tabloids / magazine to the as per the work order in time.
- d) The bill raised by the Successful Printer shall have all Registration Numbers printed on the bill. The validity of Tax Registration during the currency period of the contract shall be the sole responsibility of the Successful Printers.
- e) The Printer has to furnish a self certificate (Annexure XIII) with regard to Quality Assurance for the following while claiming the bill.
  - i. Size
  - ii. Rules stipulated in the agreement
  - iii. Utilization of paper out of total supply
  - iv. Plate effacement certificate

The Printer has to submit only a single bill for claiming 80% and 100% payment along with the prescribed format (Check list) which will be furnished to the successful Tenderer.
- f) The Tenderer shall take due care of all the Corporation materials, supplied by them. If any of these, is damaged, lost or not made available to the Corporation the cost of it as determined by the corporation will have to be borne by the Tenderer and if already paid by the Corporation, the same will be recovered from the Tenderes.
- g) The Corporation has the right to recover any unrecovered dues of any bill in the subsequent outstanding bills of the Printers irrespective of any tender.

- h) GST will be paid as per rules in force. Any changes/ modification in implication of GST during the contract period will be enforced as and when it occurs.

**10. Liquidated Damages and Penalty**

- a) If the Printer/Tenderer fails to deliver the tabloids / magazine as per the Print/Work Order and the Delivery Schedule specified by the Corporation, the Corporation shall have the right to impose penalty at the rate of two percent (2%) of the payable cost of the delayed quantity of the tabloids / magazine of everyday of delay. The delay in supply of Tabloid / Magazine will be calculated from the date of issue of final CD / PDF content by the Corporation / from the date of 1<sup>st</sup> slot of paper supplied by TNPL to the printer, whichever is later.
- b) The Corporation shall have the right to place the Print Order with the other eligible Printer(s) if the supply is delayed 5 days after the due date and it shall be at the risk and cost of the Printer who is in default. The Corporation also reserves the right to take any other action against the Printer in default for the loss and the consequential loss sustained by the Corporation in addition. The Corporation reserves the right to blacklist the printers if the supply is delayed.
- c) If the printing material CD is given, it should be returned to the TNTB&ESC immediately after the printing is over. Penalty of Rs.100/- per day of delay will be imposed if it is returned after 7 days from the last date of delivery of tabloids / magazine.
- d) If excess paper /wrapper is supplied to the Printers due to (I) Cancellation of order, (II) Minimizing the order Quantity, the same shall be returned to the Corporation godown within 7 days from the last date of delivery of tabloids / magazine. If the same is not returned in time a penalty of Rs.250/- per tonne per day will be levied. The recoveries that may become due on account of excess consumption of paper or of wastages or due to failure to return unused paper shall be effected by the Corporation at the open market rate or at purchase price plus 25% thereon. Besides the above mentioned penalty, the Corporation reserves the right to recover from the Irrevocable Bank Guarantee furnished or from the outstanding bills of the printers (Tenderer) without prejudice to other legal rights.



- e) Size of tabloids / magazine should be followed as mentioned in the agreement. If any print material is found to be short sized, 125% of paper / wrapper rates will be recovered for difference between Actual Size and Short Size.
- f) The printer shall use only the Paper and wrapper supplied by the Corporation and if it is noticed that he has used paper and wrapper other than that supplied by action will be taken either to terminate the contract or impose such penalty or both as the Corporation may deem fit.
- g) The Printer shall not sell the tabloids /magazine printed as per the specifications in the Tender Document in the open market. The Corporation shall impose penalty of not less than Rs.5,00,000/- (Rupees Five lakh only) for violation of the aforesaid condition. The penalty shall be in addition to the Civil and Criminal action taken by the Corporation and termination against such printer in default. The Corporation shall have the right to blacklist such printer from participating in subsequent tenders of the Corporation.
- h) The eligible Printer shall treat the printing, binding and packing as specified in Annexure I & II of tabloids / magazine entrusted by the Corporation as strictly confidential and shall not print or publish translations, annotations, commentaries or guides in connection with the tabloids / magazine printed by them. For any breach of this condition, the contract of the tenderer shall be liable to be cancelled, Security Deposit will be forfeited and the Printer shall be blacklisted without prejudice to other legal rights of the Corporation.
- i) The printer shall correctly print the required number of copies neatly, accurately and clearly according to the Agreement. If copies of the tabloids / magazine printed and delivered are found defective due to missing of pages/forms, missing of sequence of pages, pages not being printed or not readable easily or printed upside down, etc., for such copies recovery shall be effected at the 125% of the cost of the tabloids / magazine.
- j) In the case of readable defective copies, penalties will be levied by the Corporation and the decision of the Corporation in that regard shall be final.

k) The readable defects which are encountered during printing are uneven margin/inking/impression, scum, misregister, Ink setoff, blanket punch, folio numbers not printed properly, improper wire stitching / improper cutting in the specified size of the magazine, defective packing, missing of letters/words. For such defects, the following penalty will be levied.

**Per defect** – 2% subject to a upper ceiling of 10% of the payable cost.

l) The Printer shall be liable to indemnify, or reimburse the Corporation against any damages sustained by the Corporation including loss of reputation on account of the failure of the printer to fulfill any of the terms and conditions of this contract.

m) If any question arises regarding Quality and Quantity of timely delivery, the decision of Corporation is final and conclusive and together operative and binding on the printer. The Corporation reserves the right to inspect the premises and work in progress at any point of time. Accordingly necessary accounts should be maintained by the printer.

n) Besides, the above mentioned penalty the Corporation reserves right to terminate the contract and forfeit the Security Deposit without prejudice to other legal rights of the Corporation.

o) The relationship between the Printer and the Corporation under this Agreement shall be as between two Principals, and not one of Principal and Agent.

p) All personnel employed by the printer shall be engaged by them as their own servants in all respects and the responsibilities and liabilities under the Tamil Nadu Factories Act- 1948, EPF Act – 1952, ID Act- 1947 or the Employees Compensation Act- 1923, or any other Labour Laws applicable, in respect of all such personnel shall be that of the Printer. The Corporation shall have no connections what so ever with the employees of the printer.

## **2. Major Default of Tender Conditions**

The following violations will be deemed to be as major default of Tender and Agreement conditions.

- 1) Not delivering the tabloids / magazine as per the Delivery Schedule of Work Order.
- 2) Printing tabloids / magazine from any other paper / wrapper materials, i.e. using paper / wrapper material other than that supplied by the Corporation for Printing of tabloids / magazine.
- 3) Printing more than the ordered quantity specified in the work order.
- 4) Making any unauthorized copy from CD's / PDF content given by the Corporation and failure to destroy of plates used for printing.
- 5) Supply of defective copies with compromised Printing Quality, Binding Quality, including missing of forms/pages and repetition of forms/pages.
- 6) Selling the tabloids / magazines by printing unauthorized copies.

For any of the above major defaults the contract of the Tenderer is liable to be cancelled and the Security Deposit liable to be forfeited. The Corporation shall have the right to blacklist the Printer for breach of any Conditions and Terms of the Tender / Agreement at any point of time

### **3. Termination of Contract**

The Corporation may at any time terminate the Contract by giving 5 days' written notice to the Printer without compensation to the Printer and without incurring any liability if the Printer becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Corporation.

### **4. Force Majeure**

- a) Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.
- b) If a Force Majeure situation arises, the Contractor shall promptly notify the Corporation of such conditions and the

causes thereof through e-mail within 24 hrs of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Corporation within 3 days from the date of occurrence of such event. Unless otherwise directed by the Corporation in writing, the Contractor shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.

- c) In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the Contractor shall not be liable to pay penalty. Further if the performance in whole or part, of any obligation under this Contract is prevented or delayed by reason of Force Majeure for a period exceeding 2 days, the Corporation may at its option and discretion terminate the Contract.
- d) The price quoted by the bidder and accepted by the Corporation shall remain fixed and firm during the extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the Contractor in the Tender.
- e) The decision of the Managing Director, TNTB&ESC is final in determining the force Majeure period.

## **5. Grievances and Redressal**

As the Board of Governors is the Appellate Authority, the Tenderer may appeal to the Board of Governors for any of their grievances.

## **6. Conciliation & Arbitration**

### **1. Conciliation**

If any dispute or difference arises between the Corporation and a Contractor with regard to the Contractual obligations, the same shall be referred to a Conciliator and settled by Conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. The Conciliator shall be nominated by the Managing Director of the Corporation. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The Conciliator shall

endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him.

**2. Arbitration:**

In case of any dispute or difference arising between the Corporation and the Contractor relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the Arbitrator nominated by the Managing Director of the Corporation. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Managing Director of the Corporation shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo. The Arbitral Award shall be final and binding on both the Corporation and the Contractor. No part of the Contract shall be suspended by the Contractor on the ground of pendency of the Arbitral Proceedings

The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

**7. Jurisdiction**

The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the Corporation and the Contractors arising out of contract.

## 6. LETTER OF THE TENDERER

To

The Managing Director,  
Tamil Nadu Text Book and Educational Services Corporation,  
E.V.K. Sampath Maaligai,  
No.68 College Road,  
Chennai - 600 006.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Text Book and Educational Services Corporation for the **“Printing and supply of two Fortnightly tabloids and one monthly magazine”** conforming to the technical specifications and to the conditions stated in the annexed contract and specification and drawings attached hereto.

I / We have understood that the requirement of the Corporation and the details of the works to be done and have carefully understood the conditions of contract and the specifications with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete delivery of the tabloids / magazine at the places mentioned in the specification, within the due time specified by the Corporation.

I am / We are quite aware that quality of the printing and time of delivery are the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD paid will be forfeited by the Corporation, without any notice to me /us.

I / We affirm that in any previous tender to the Tamil Nadu Text Book and Educational Services Corporation, I / we have not committed any fraud by furnishing wrong information and the Corporation had not written to us alleging fraud in our transaction with the Corporation.

I / We further confirm that in case, any of the information noted above is found to be in corrected, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money/Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within seven days from the date of receipt of the purchase order.

I / We undertake to sign the contract with the Corporation on the lines of the tender conditions in the tender documents.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and sales tax clearance certificate or to execute the Contract within the period of 15 days as referred to above, the sum of **Rs...../-** deposited with the tender (EMD) shall be forfeited by the Tamil Nadu Text Book and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Text Book and Educational Services Corporation , shall be entitled to cancel the contract and there upon arrange for any other person or persons to print the textbooks herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

- a. In case, there is any defect found in the printing or in any part of the tabloids/magazine delivered, we undertake to reprint the same by a new one.
- b. If the tabloids /magazine delivered are found to have even the slightest damage, due to any reason like in the process of transportation, the tabloids /magazine should be replaced by a new one.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for printing and supply of tabloids /magazine

conforming to specifications.

Having fully understood the tender conditions and the above undertaking in this letter, we sign this .....Day of.....at Chennai.

Yours faithfully,  
Authorized Signature :

Name & Title of Signatory:

.....

.....Name of the Bidder .....

Address : .....

.....



**ANNEXURE – I****7. TECHNICAL SPECIFICATION****PRINTING AND SUPPLY OF TWO FORTNIGHTLY TABLOIDS**

1	Fortnightly Tabloid	:	2 Numbers of tabloids 2,80,000 Copies (1.40 lakhs x 2 = 2.80 lakhs) Approximately
2	Size	:	Tabloid Size 27.3 x 34.3 cms
3.	Eligible Machinery	:	546 mm Cut-off size Heat set Web offset Machine (4 + 4 Color)
4	Pages / Colour	:	24 Pages (Approx.) / 4 Colour Printing
5	Paper to be used	:	TNPL 54 GSM Maplitho paper or 60 GSM LWC paper or in multi section of both varieties.
6	Reel width	:	68.6 cm
7	Packing and Dispatch	:	Each tabloid material to be neatly wrapped with 'From' address (TNTB & ESC)' printed on mailing wrappers of 90 GSM Kraft paper, pasted label with addresses to be sent. The printer has to dispatch them to the nearby Head Post office and get the delivery acknowledgement from the Post office.

**ANNEXURE – II**

**TECHNICAL SPECIFICATION**  
**PRINTING AND SUPPLY OF ONE MONTHLY MAGAZINE**

1	Monthly Magazine	1 Number (40,000 Copies approx.)
2	Size	22 x 27.5 cms (Demy ¼)
3	Eligible Machinery	Multicolour Sheetfed offset 63.5 x 91 cms / 71 x 102 cms / 76 x 102 cms
4	Pages / Colour	48 + 4 pages (approx.) including cover / 4 colour printing
5	Paper to be used	90 GSM Art Paper / Size 58.5 x 91 cms
6	Nature of Binding	Saddle Wire Stitching
7	Packing and Dispatch	<p>Each Printed magazine to be neatly packed inside the “From” (TNTB&amp;ESC) address printed Bio-degradable cover (not less than 40 micron) and pasted labeled with addresses to be sent.</p> <p>The printer has to dispatch them to the nearby Head Post office and get the delivery acknowledgement from the Post office.</p>

**Annexure - III**

**8. STATEMENTS ANDDECLARATONS**

**PROFILE OF THE TENDERER**

**PART -A - I**

I. Name of the Tenderer (firm)

(a) Address of Office Phone No.:

Fax :

Mobile No.

(b) Address of Works Phone No.:

Fax :

Mobile No.

(c) E-mail address :

II. (a) Name of Authority(viz.)  
Owner / Partner / Director  
who will execute the Agreement  
as prescribed by the TNTB&ESC

(b) Name of the responsible person  
to be contacted in all matters relating  
to the execution of work

III. (a)PAN  
A Xerox copy of the latest income-tax  
clearance certificate/Assessment order/  
Returns for the last Three years  
are to be enclosed.

(b) GST Registration No.  
(Attested Xerox copy to be enclosed).

(c) Whether the printing press has been registered under Press and Registration of Books Act 1867.  
(Attested photo copy to be enclosed).

(d) EMD remittance details.

IV. (a) Name and address of the bank where the bidder is holding an account and where payments can be made

(b) Account number with bank code /IFSC code.

(c) ECS / RTGS / NEFT No.

I certify that the Particulars furnished above are true to the best of my knowledge and belief and copies of relevant documents are enclosed.

(All Photo copies of the Certificate should be attested by the Notary Public).

**Signature of the Tenderer  
With seal**

**ANNEXURE – IV****PART –A – II****A. Computer to Plate (CTP)**

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>Size</b>	<b>Nos.</b>
1.	Computer to plate (CTP) (In house facility)		

**B. Press:****Heat set Web Offset (for Tabloids)**

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>No. of Machine available Multi Colour 4 + 4</b>	<b>Printing Capacity (Minimum 300 reams per day)</b>
1.	Heat set Web offset Machine Cut-off size : 546 mm		

**II. SHEETFED OFFSET (for Magazine)**

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>No. of Machine available Multi Colour (4 colour)</b>	<b>Printing Capacity (Minimum 100 Reams per day)</b>
1.	Sheetfed Offset Machine Size : 63.5 x 91 cm / 71 x 102 cms / 76 x 102 cms		

**C. POST PRESS: BINDING**

Mandatory for sheet fed offset only

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>Size</b>	<b>Nos.</b>
1.	Folding Machine (Double Demy size)		
2.	a) Flow line machine (Saddle wire stitching). No. of stations to be specified. (min 4 + 1 station)		

**D. POWER BACKUP**

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>Capacity (Min. 250 KVA)</b>	<b>Nos.</b>
1.	Power Generator		

**E. STORAGE SPACE**

I. The printer should have a minimum storage / godown space of minimum 2000sq.ft (own / hired).

Available paper storage / godown space	.....	Sq.ft.
--	-------	--------

**Note:**

Required Godown / storage space for storage of Paper/ wrapper could be own or lease or rental and should be specified. If specified as rental, the rental agreement should be for a minimum period of 3 years and also cover the contract period with the Corporation. Comprehensive insurance coverage for material stored in rented godown shall be taken by the Tenderer.

I / We declare that all the Printing and Binding machineries listed above are own Propriety of the bidding firm and none of the machineries have been procured on hire / lease / MOU and all the machineries are in working condition.

Place:

**Signature of the Tenderer  
with seal**

Date:

**ANNEXURE – V****ANNUAL TURNOVER STATEMENT FOR BIDDER**

The annual turnover of M/s.....  
for the past years are given below and certified that the statement  
is true and correct.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Turnover in lakhs (Rs.)</b>
1	2018 – 19	
2	2019 – 20	
3	2020 – 21	

Date:

Seal:

**Signature of the Tenderer  
with Seal**

**Signature of the Auditor /  
Chartered Accountant  
(Name in Capital  
with Registration Number)**

**ANNEXURE – VI**

**STATEMENT OF PRINT ORDERS EXECUTED FOR  
ANY TWO CALENDAR YEARS (INCLUDING LAST ONE YEAR) IN  
THE LAST FIVE CALENDAR YEARS AS ON 31.12.2021**

**Proof of work order details for having experience in  
Printing of Newspaper / Tabloid / Magazine**

<b>Sl. No.</b>	<b>Name &amp; Address of the Organisation</b>	<b>P.O. No. &amp; Date</b>	<b>Qty</b>	<b>Value of order in Rs. Lakhs</b>	<b>Scheduled Date of completion of order</b>	<b>Actual Date of completion of order</b>	<b>Evidence on printing and supply of tabloids / magazines</b>
1							
2							
3							
4							
5							
6							

**Note: Printers should have all required qualification to be enrolled as a printer according to RNI regulations – A Self certificate needed as per the Annexure - XIII.**

**Company Seal**

**Signature :**

**Designation:**

**Company :**

**Date :**



**ANNEXURE -VII**

Date: / /2022

**DECLARATION**

I / We ..... having the registered office at ..... hereby declare that the Firm / Company or its Partners/ Shareholders have not been blacklisted by the Corporation or any Undertaking/Corporation of the Central/State Governments.

**Signature of the Tenderer  
with Seal**

**ANNEXURE – VIII**

Date: / /2022

**DECLARATION FORM**

I/We.....

having the registered office at.....

declare that I/we have carefully read all the terms and conditions of Tender floated by the Tamil Nadu Text Book and Educational Services Corporation, Chennai vide Tender Ref. No. 6275/Pub/2022 for Printing and Supply of Two Fortnightly Tabloids and one monthly magazine and I / we shall abide by all the conditions set forth therein. I/we also undertake to take back the rejected defective at our risk & cost and replace the same within the stipulated time.

**Signature of the Tenderer  
with Seal**

**ANNEXURE – IX**

**CERTIFICATE**

I/we having office at .....  
declare that the tender forms downloaded from the website  
www.tenders.tn.gov.in have not been tampered with / modified in any  
manner. In case, if the same is found to be tampered with/modified,  
my/our Tender shall be summarily rejected.

**Signature of the  
Tenderer with Seal**

**ANNEXURE – X**

**BANK CERTIFICATE**

Certify that (Name of the Printer, Printing firm) is a holder of SB / current Account No. .... maintaining for last ..... Years and his/their business with our bank is satisfactory.

**Signature of Branch In-charge  
Name of the Bank with Seal**

**ANNEXURE -XI**

**BANK GUARANTEE FOR SUPPLY OF MATERIALS**

To: \_\_\_\_\_ [name of Purchaser]  
\_\_\_\_\_ [address of Purchaser]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Tender No. \_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for the supply of Paper, wrapper in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of

\_\_\_\_\_ [*amount of guarantee*]<sub>1</sub> \_\_\_\_\_ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [*amount of guarantee*]<sub>1</sub> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee for contract period shall be valid upto 6 Calendar months from the date of end of Tender period.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

An amount shall be inserted by the Guarantor, representing the percentage of the Total value of Paper, wrapper specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**Signature of the Tenderer  
with Seal**

**ANNEXURE - XII**

**FORMAT OF AUTHORISATION LETTER**

To  
The Managing Director  
Tamil Nadu Textbook and Educational Services Corporation,  
E.V.K. Sampath Maaligai,  
D.P.I. Campus, No.68 College Road,  
Chennai - 600 006.

We hereby irrevocably authorize \_(type the Name and Address of the Bidder) to submit a Bid and subsequently negotiate and sign the contract with the Corporation relating to Tender Ref. R.CNo.6275/Pub/2022.

**Place:**

**Signature of the Proprietor/Partner**

**Date :**

**Note: Signature of the Authorised person should be attested.**

**ANNEXURE – XIII**

Date: / /2022

**SELF CERTIFICATE**

I / We ..... certify that I comply all eligibility criteria to be enrolled as a printer with TNTB & ESC for under RNI regulations.

**Signature of the Tenderer  
with Seal**



**ANNEXURE – XIV**

**Part – B**  
**Price Bid**  
**(To be furnished in Part-B Cover)**

Schedule of Rate offered **per page for Printing and Supply of Tabloid** as per specifications at Annexure I

Sl. No.	Printing and Supply of Tabloid	Rate per page (excluding GST)
		Rs. P.
1.	Rate per page for 4 Colour Printing of Tabloids in the size of 27.3 x 34.3 cms as per Technical specification in <b>Annexure- I</b>	

**(Rate to be quoted is inclusive of cost for Printing, Gathering, Packing with 'From' address (TNTB & ESC) printed on mailing wrapper pasted with address slips to be sent and Delivery to nearby Head Post office)**

**Note :**

1. Rates quoted above should be excluding GST.
2. While quoting the rates it should be taken into account that the bidders will be benefited by way of sale proceeds of paper jellies, gunnies and also printed paper wastages.
3. Rate will be considered for available machinery size and its relevant operations only.
4. Time schedule must be strictly adhered. The printer will be required to give special attention for printing and delivery of tabloids without any delay.

**Signature of the Tenderer  
with seal**

**ANNEXURE – XV**

**PART – B PRICE BID**  
**(To be furnished in Part-B Cover)**

Schedule of **Rate Offered per page**  
**For Printing and Supply of Magazine** as per specification at  
Annexure II

Sl. No.	Printing and Supply of Magazine	Rate per page (excluding GST)
		Rs. P.
1.	Rate per page for 4 Colour Printing in the size of 22 x 27.5 cms as per Technical specification in <b>Annexure- II</b>	

**(Rate to be quoted is inclusive of cost for Printing, Binding, Packing inside the “From” (TNTB & ESC) address Printed Bio-Degradable cover (not less than 40 micron) and pasted label with addresses to be sent and deliver to nearby Head Post office)**

**Note :**

1. Rates quoted above should be excluding GST.
2. While quoting the rates it should be taken into account that the bidders will be benefited by way of sale proceeds of paper jellies, gunnies and also printed paper wastages.
3. Rate will be considered for available machinery size and its relevant operations only.
4. Printing rate per page will be allowed for inner pages and cover pages.
5. Time schedule must be strictly adhered. The printer will be required to give special attention for printing and delivery of tabloids without any delay.

**Signature of the Tenderer  
with seal**

**ANNEXURE – XVI****MODE OF SUPPLY OF PAPER**

Paper will be supplied to the printers by the Corporation through TNPL. It is the endeavour of the Tamil Nadu Textbook and Educational Services Corporation to remove the difficulties of transporting the paper from the godowns to the printers. The unloading of paper will be done by TNPL. Stacking and safeguarding the paper will be the responsibility of the printer. The supply of paper by TNPL is subject to the following conditions:

1. The paper will be supplied to the printer in the State of Tamil Nadu at a cost that will be borne by the Corporation.
2. For the printers located outside the State the paper will be delivered by TNPL.
  - a. The rates will be subject to revision when TNPL revises their rates for transport.
  - b. The cost of transport will be borne by the Corporation as follows
    - i. For an expenditure upto Rs.1420/- PMT, the Corporation will bear the cost.
    - ii. For an expenditure above Rs.1420/- PMT the difference in cost above Rs.1,420/- PMT will have to be borne by the printers.

**EXAMPLE - 1:**

1. Transport Cost to <b>Hyderabad</b> PMT	:	Rs.1960.00
2. Less Share of cost PMT	:	Rs. 1420.00
3. Printers Cost PMT	:	Rs.540.00

**EXAMPLE - 2:**

1. Transport Cost to <b>Bangalore</b> PMT	:	Rs. 1252.00
2. Less Share of cost PMT	:	Rs. 1420.00
3. Printers Cost PMT	:	NIL