

**OFFICE OF THE DIRECTOR,  
TEXT BOOK PRODUCTION & MARKETING, BHUBANESWAR -751001**

**TENDER NOTICE** Email- directortbpmOdisha@gmail.com , Ph.-0674-2380871

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Sealed tenders are invited in prescribed form from the Authorized dealers/ Agents/ Manufactures/ Govt. order suppliers having valid GST/CST registration number for purchase of different kinds of "PRESS MATERIALS" under different schedules as indicated below for the year 2017-18.

- a) Schedule -I (Miscellaneous store Articles )
- b) Schedule -IV (Printing Ink & Sundries)
- c) Schedule -V (Plates and Chemicals )
- d) Schedule -VII (Electrical and Mechanical items)

The quantities mentioned in the aforesaid Tender Schedules are approximate only and may increase or decrease on the basis of actual requirement.

The Tender papers can be obtained from the office of the Director , Text Book Production & Marketing, Bhubaneswar on payment of non -refundable cash of Rs.1,000/- plus GST@ 5% i.e Rs.1050 /- (Rupees One thousand fifty) only for Schedule-I,IV, V & VII each schedule on any working day in between 10 A.M. to 5.00 P.M. as per the Time Schedule mentioned here under;-The desirous Tenderer may however obtain the tender paper by post by sending the cost of tender paper along with postal charges of Rs.100/- money order. The tender Should reach this office latest by dt.12.01.2018.

Date of sale of Tender paper : From dt.22.12.2017 to 12.01.2018

Last date of Receipt of Tenders : up to 5 P.M. of dt.12.01.2018.

(By Register post/Speed Post /courier)

Date of Opening of Tenders : At .11.30 A.M. on dt.15.01.2018.

E.M.D Required : E.M.D @2% of the highest tendered value against each schedule.

While requesting for obtaining the Tender Schedule by post the desirous tenderer should keep the last date and time of submission of tender in view as the undersigned will not be responsible for any postal delay as mentioned below. Tenders submitted by any means beyond the stipulated date & time shall not be accepted.

Instructions in detail to the Tenderers shall be provided along with the Tender schedule. The Director reserves the right to reject any or all the tenders without assigning any reason thereof .The details tender documents will be available in the Website : [www.odisha.gov.in/school](http://www.odisha.gov.in/school) .

  
Director

**OFFICE OF THE DIRECTOR, TEXT BOOK PRODUCTION & MARKETING,  
BHUBANESWAR-I**

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**INSTRUCTION TO THE TENDERERS**

NOTE: Tenders should read the following instructions carefully and comply strictly while sending their tenders.

01. Tenders should be sent to the Director, Text Book Production and Marketing, Bhubaneswar-751001 under registered cover in double envelop properly sealed and marked "Annual Tender Against Schedule Items" on the face top of the envelop(Schedule No. Should be given ) for the year 2017-18 so as to reach the undersigned on or before 5.00 P.M of 12.01.2018 as specified in Tender Notice.

Any tender received after scheduled date and time shall be rejected. Any tender even if posted on or before the due date fixed for submission of tender but received beyond the date will be liable for rejection.

02. Tender forms should be clearly typed. Tender papers must be filled in ink/quality ball pen. There shall be no erasing and overwriting.
03. Tenders are required to submit their tenders in the prescribed tender forms only. The Tenders must sign the tender form at page-2 and conditions of contract at page-3.
04. Tender for different schedules should not be sent in one cover but submitted separately for each schedule in separate covers with list of samples mentioning the number on each cover on or before the prescribed date i.e up to 5.00 P.M of 12.01.2018.
05. The price of the articles should be exclusive of all taxes and free delivery at Text Book Production &Marketing ,BBSR Premises. In case of firms located out side the state delivery of goods from Railway or Road Transport can be taken by the undersigned on written request subject to reimbursement of delivery charges up to Text Book Press Premises form their Bills. The undersigned will not be held responsible for any damage loss etc. In transit.
06. Products of the cottage Industries Small scale Industries and those of the Government undertaking will be given price preference at the time of selection on prevailing rules only provided the materials along with the price are acceptable to us. They should submit the sample of their product.
07. The tenders should quote a firm rate in the tender. The rates quoted and accepted should remain valid for the financial year for which tenders are invited . Conditional tenders will not be taken into consideration and the tenderer is bound to abide by all the terms and conditions of agreement.
08. If any tenderer withdraws his tender before the expiry of the period fix for keeping the rates open for acceptance ,the earnest money deposited by him

will be forfeited to Government or action as deemed proper shall be taken against him

09. The tenderers should quote their rates to decimal coinage i.e rupees and paisa and also the price per metric units weights and measures both in words and figures.
10. The tenderers must quote the rate for specific unit showing the detailed specification etc of the articles. The contents of Tins, Reels, Bags, Packets, Reams., Bottles etc should be clearly stated in the tender otherwise their will not be taken into consideration.
11. The rate of imported items should be offered from their ready stock or against the own stock and sale licence of the firm.
12. The submission of more than one tender by a particular firm under different names is strictly prohibited. Should it at any time be disclosed that this condition has been violated, all the tenders submitted by the tenderer would be rejected or contracts cancelled and earnest money or security deposits be forfeited to Government as the case may be.
13. One rate should be offered for one item, submission of multiple rates against one item will be considered as demerit. In case there are really different qualities or brands to be offered against one item and all of them conform to the standard and specification of the required item more than one rate can be considered, But it is necessary that in such cases specific brand, make and models etc should be clearly mentioned and Samples of each item furnished to compare the quality and the rate against the multiple offers.
14. Tenderers must deposit full earnest money @ 2% of their highest tendered value.
  - i) No tender will be considered unless accompanied with E.M.D.in the form of account payee demand draft fixed deposit receipt banker's cheque or bank guarantee from any of the commercial banks in an acceptable form on the highest value of the offer. The tenderers should deposit the earnest money duly pledged in favour of the Director Text Book Production and Marketing, Bhubaneswar-751001 and the document in original should be attached with the tender. In no circumstances, cash G.P ,Notes etc .will be accepted as earnest money will be entertained.
  - ii) The earnest money should not on any account fall short of the amount actually required.
  - iii) Earnest money deposits of tenders pertaining to different schedules should be deposited separately for each schedule and the tender form at page-2 should be filled in accordingly.
  - iv) The successful tenderer shall be required to furnish security deposit @ 5% of the accepted value in any one of the forms stipulated in Clause-I of the conditions of contract for due performance of his contract within 10 days from the date of receipt of intimation. In the event of his failure, no supply

order will be placed and the earnest money deposited by him shall be forfeited.

15. No tender will be considered unless accompanied with the specific samples (where necessary ).It is the responsibility of the tenderers to see that the samples reach the office of the undersigned intact. The undersigned will not be held responsible for any damage or loss of samples on transit or otherwise.
- i) Samples of different schedules should not be sent together and packed separately for each schedule. In case of doubt, the tenderer may meet/contact the Deputy Director (P)/ Deputy Director(M) or J.E and see the sample and quality of the materials etc. before they quote their rates.
  - ii) Three copies of lists of samples clearly written or typed and free from erasing or overwriting duly signed by the tenderer should be sent .one with the Railway , Roadway receipts F.O.R. TBP&M another with the tender and the third with the cover or package containing the samples.
  - iii) Each samples should bear the particulars of tender and reference to the corresponding item or items of the schedule and the offer.
  - iv) If the samples are sent by train these should be despatched "Freight Paid" Samples sent by V.P post or "Freight to Pay " will not be accepted. In case of samples sent by Railway , the Railway receipt should be sent separately by registered post and not along with the tender .Director ,Text Book Production and Marketing will not be held responsible if any sample is found missing.
  - v) Samples must be supplied free of charge and reasonable quantity so as to allow perfect physical, chemical and visual testing. Approved samples will be retained but not paid for and unapproved samples will be returned at the cost of the tenderers. If samples are not destroyed or consumed during testing or examination on request.
  - vi) In case of printing inks the tenderers shall have to maintain the required quality. If the inks supplied do not match the required quality the supplier shall have to take back the whole supplied quantity and replace at his own cost.
  - vii) The ink purchased shall be stored for longer period ordinarily for one year or sometimes more than that .so the inks shall have such long preservation quality & suitability to be used in all the seasons and variable atmospheres.
16. Valid Authorization - Certificate of the manufacturing company (s) for branded items shall be submitted along with the Tenders.
17. Preference will be given to the manufactures and I.S.I marked goods with other suitable conditions imposed by the Government under I.P.R-2013 & Cooperative society Rules.
18. GST where ever leviable should be separately mentioned along with the rates tendered for.

- i) Tenders must be accompanied with GST Registration certificate/GST Clearance Certificate, Pan Card, IT Clearance from the competent authority of concerned Departments and tenderers should fill up the page -2 of the tender forms accordingly.
  - ii) The tenders may not be considered unless self attested copies of up to date GST Registration certificate/GST Clearance Certificate, Pan Card, IT Clearance from in the case of registered dealers are furnished and Non- Assessment Certificates in the case of registered dealers who are not assesses.
19. Observance of the above formalities on the part of the tenderer is strictly obligatory. But Govt. may however, in very exceptional cases may exempt on particular tender from observing one or more formalities on the recommendation of the undersigned.
  20. Money receipt in support of tender paper purchased should be furnished with the tender.
  21. Govt. Enterprises owned by State Govt/Central Govt/Co-operative societies/ Rate Contract Firms (EPM) can be exempted from payment of E.M.D./ S.D but they should submit documentary evidence in support of such exemption.
  22. Quantities mentioned in the tender paper for purchase are approximate in nature and may be enhanced or reduced according to actual requirement.
  23. The authority reserves the right to amend after, modify or cancel any or all of the conditions of tender without assigning any reason.

sd/-  
DIRECTOR.  
Text Book Production and Marketing,  
Bhubaneswar.

### GOVERNMENT OF ODISHA

Tender for the supply of Materials etc. to the Director Text Book Production & Marketing , Bhubaneswar for the year commencing 1<sup>st</sup> April, 2017 and ending 31<sup>st</sup> March, 2018 both inclusive. The rate quoted including all Taxes with all other charges & F.O.R Bhubaneswar.

I/We hereby tender for the supply of the under mentioned Materials at the under mentioned price(s) against schedule.

Item No	Class or description of Material	Quantity	Rate	Unit	Total Value	Whether of India make or foreign	REMARKS

Should this tender be accepted I/We here by agree to abide by and fulfil all the conditions of contract annexed here to or in default thereof to forfeit and pay to the conditions. The sum of Rs.                      In                      is herewith forwarded as earnest money the full value of which is to be absolutely forfeited to the said Government of Odisha should I/We not deposit the full amount of Percent. On the total amount of my/our tender in accordance with clause-I of the said conditions of contract, or should I/We fail to execute the contract within a reasonable time (of which state Government shall be the sole Judge ), in the event of my/our tender being accepted.

I/We do hereby certify that I am/We are real manufacturer/stockist/ importers and my/our financial position is quite sound to fulfil the contract. I/We further state that I/We do/do not pay income-tax (regularly and attach herewith certified particulars concerning assessment to and payment of Income-tax).

I/We do hereby state that I/We am/are the registered dealer under the Sales Tax Act, I/We have paid sales tax due assessed /not been assessed to pay any sales tax for which sales tax clearance certificate/non -assessment certificate in prescribed forms attached herewith.

Dated the                      day of                      2017-18

Signature of Tender(s)

The above tender accepted by the purchase Committee is hereby signed by the on behalf of the Government of Odisha.

Dated the                      day of                      2017-18

## CONDITIONS OF CONTRACT.

1. The person whose tender may be accepted shall, before commencing to supply the articles tendered for deposit of F.D.R/ Bank Gurantee pledged to the Director Text Book Production and Marketing, Bhubaneswar for the time being (hereinafter called the Director) a sum amounting to 5 percent. On the total amount of his tender, as security for the due performance of his contract. All damages or sums of money payable by the contractor under the terms of his contract, including the stamp and incidental charges thereon may be deducted by the Director from his security deposit, or from any other sums due or which may become due to the contractor by the Government and in the event of his security deposit being reduced by reason of any such deduction as aforesaid the contractor shall within 20 days thereafter make good in cash as aforesaid, any sum or sums which may have been deducted from his security deposit or any part thereof.

2. All articles shall be of at least as good make strength, quality and finish and in size , shape, weight and all other particulars as and shall correspond exactly with the sealed sample of the same class or description of article deposited by the contractor with the Director on the submission of his tender.

3. On receipt of the order placed by the Director or some other officer duly authorised by him in that behalf the delivery of the article shall be made free delivery in the premises of the Text Book Production & Marketing , Bhubaneswar and shall be made in the consignment and on the dates notified to the contractor from time to time by writing under the hand of the Director or such other officer as aforesaid. Upon the delivery of each consignment the same shall be inspected by the Director or by such other officer as aforesaid who shall grant a receipt to the contractor in respect of such of the articles as may be approved and accepted and no articles shall be considered to be delivered in execution of the contract until such receipt shall have been given.

4. If there shall be short delivery in any consignment of articles, as to which shortage the certificate in writing of the Director or such other officer as aforesaid shall be final and conclusive against the contractor, the contractor shall within 7 days after the date of such certificate , deliver such a further quantity, of the same description and quality of articles as may be necessary to make up the deficiency.

5. If the whole or any portion of any consignment of articles shall be rejected by the Director as inferior to or not in accordance with sample, as to which rejection the certificate in writing of the Director or such other officer as aforesaid shall be final and conclusive against the contractor, the contractor shall, within 3 days after the date of such certificate, replace the rejected articles with others according to sample and to the satisfaction of the Director.

6. The Director shall pay the contractor for each consignment or part of a consignment accepted by him at the price set opposite the class or description of the articles in the tender annexed hereto, within 61 days after the date of the receipt to be given by the Director or such other officer as aforesaid to the contractor as provided by clause 3 hereof.

7. If the contractor:-

- a) shall fail to deliver the articles, or any of there upon the date prescribed by the Director or such other officer as aforesaid.



- b) shall fail after being called upon by the Director or such other officer as aforesaid so to do, to deliver the quantity of articles by which any consignment shall have been found by the Director or such other officer as aforesaid to be short, within the time allowed for the purpose by clause 4 hereof,
- c) shall fail, after being called upon by the Director or such other officer as aforesaid so to do, to replace such of the articles as shall have been rejected by the Director or such other officer as aforesaid within the time allowed for the purpose by clause 5 hereof then and in every and any such case the Director shall be at liberty to purchase on behalf of the Government of Odisha, from such source as he may think fit, such quantity of the same description and of the same or a similar quality of articles, as shall be necessary to make up the deficiency of the articles so failed to be delivered, short delivered or rejected as aforesaid as the case may be, and the excess of the sum or sums paid for the quantity which shall be so purchased as aforesaid over and above the sum which in the event of their delivery and acceptance would have been paid to the contractor there for in accordance with the terms thereof, shall be paid by the contractor to the Director together with such further sum not exceeding 10 percent, of the contract price of the articles so failed to be delivered, as compensation to Government for the loss and inconvenience caused by the breach which shall have been committed, and the certificate in writing of the Director shall be final and conclusive against the contractor to the amount of the liability of the contractor under this clause.

8. Articles rejected shall be removed by the contractor within such time as may be fixed by the Director by his certificate of rejection thereof, failing which the Director shall be at liberty without any further intimation to the contractor to dispatch the same to the contractor at his last known address at the cost and risk in all respects of the contractor and the cost of removal may be recovered from the contractor as provided by clause -I hereof or in any other manner. The Director shall not be held responsible or in any way liable for any damage occasioned or occurring to such rejected articles while in his possession, or under his control, or while in transit to the contractor, or for any deficiency which may be found therein on the same being received by the contractor or in any way whatever.

9. The contractor shall not without the consent in writing of the Director assign or sublet or let out as task or piece-work this contract or any part thereof, or any right to payment there under or associate or interest any other person or persons with him for the purpose of the performance thereof.

10. If the contractor-

a) shall be guilty of fraud in respect of the contract or shall offer any bribe or gratuity, either personally or by means of any of his servants to any person drawing salary from the Government of Odisha.

b) shall assign sublet or let out as task or piece-work the contract or any right to payment there under, or shall associate or interest any other person or persons with him for the purpose of the performance thereof.

c) shall fail to deliver any consignment of articles on the day stipulated for such delivery, or shall be rejected by the Director as inferior or to replace any rejected articles within the time allowed by the Director for such making good or replacement, or if the whole or any portion of successive instalments shall be rejected by the Director as inferior to or not in accordance with sample.

d) shall become insolvent or shall apply for relief as an insolvent debtor, then and in every or any such case the Director shall be at liberty to determine the contract and the security deposit of the contractor shall thereupon become forfeited to and become the absolute property of Government but without prejudice to the right of action (if any) of the Government of Odisha against the contractor in respect of any loss or damage (over and

above the amount of the said security deposit) which may have been occasioned to Government by reason of such breaches of contract as above mentioned or any of them.

11. In case of partners tendering the receipt or acknowledgement of any one of such partners for any moneys payable to them under this contract shall be binding upon each and every of them, and shall be deemed to be a good and sufficient discharge there for. No change in the individuals of a firm shall affect the liability of the persons who may sign the tender but any such change shall be forth with notified by the contractors to the Director for his information.

12. Any notice requiring to be given to or served upon, the contractor under any of the provisions hereof shall be deemed to be sufficiently served if handed to him or when the contract is to be performed by two or more persons as partners to all or any of such partners, or addressed to the contractor or to all or many such partners aforesaid and left at or placed in the post addressed to the usual or last known place or abode of the contractor or all or any such partners aforesaid.

13. The quantity of articles specified in the tender annexed hereto constitutes the total quantity which is estimated by Government will be required by them for use during the year commencing on the 1<sup>st</sup>. April, 2017 and ending on the 31<sup>st</sup> March 2018 both inclusive, but should it transpire that the quantity of articles so tendered for as above- mentioned is in excess of or insufficient for the requirements of Government during such financial year as aforesaid (as to which this fact the decision in writing of the Director shall be final and conclusive against the contractor), then the Director shall be at liberty as the case may be, either to intimate to the contractor by writing or writings from time to time under his hand that certain of the articles contracted to be supplied will not be required by Government, in which case the contractor shall retain and the Director shall be under no liability to pay for the same or to intimate to the contractor in like manner as aforesaid that certain additional articles are required, in which case the contractor shall cause the same to be delivered to the Director at the same rates, and otherwise in all respects in accordance with the terms hereof as though such additional articles had been included in the said tender hereto annexed and in the event of the contractor being called upon either to reduce or increase the delivery of the articles specified in the tender hereto annexed in manner above-mentioned in neither of such case shall be entitled to compensation on any grounds whatsoever.

14. In the case of payment of any moneys payable to the contractor by the Director or such other officer as aforesaid under this contract through the Bank Accounts of the tenderer..

15. Whenever any other dues to Government is recoverable from and payable by the contractor the Government shall be entitled to recover such sum by appropriating in part or whole the security deposited by the contractor should the security be not sufficient to cover the full amount so due to Government the balance shall be deducted from any sum then, due or which at any time may become due to the contractor under this or any other contract with the Government.

16. In the event of any dispute or difference arising during the subsistence of this contract touching any clause matter or thing herein, contained, or the operation or construction hereof or the rights, duties or liabilities of either party under or in connection therewith, then and in every such case except where herein otherwise stated the decision of the secretary to the Government of Odisha in the School and Mass Education Department upon such dispute or difference shall be final and conclusive as against and binding upon each of the parties hereto.

Signature of Tenderer(s)