



**GOVERNMENT OF KARNATAKA**

**KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD  
6<sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.**

**e-TENDER NOTIFICATION FOR PRINTING, SUPPLY ALONGWITH  
OVERPRINTING OF EXTERNAL AML AND CENTRE NOMINAL  
ROLLS FOR 2021 S.S.L.C. EXAMINATIONS**

**e-TENDER DOCUMENTS**

**To be used for furnishing bids by Empaneled Vendors (Pre Qualified  
Tenderers) As Per Govt Order No. DPAR 50 EGM 2019 Dated:06.09.2019**

**Address for Communication**

**DIRECTOR, EXAMS**

**KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,  
6<sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.**

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ALONGWITH OVERPRINTING OF EXTERNAL AML AND  
CENTRE NOMINAL ROLLS FOR 2021 S.S.L.C. EXAMINATIONS**

1.	e-TENDER REFERENCE No. & DATE	No: B6/DPSLC/01/Ka.Le.Sa/2020-21 DATE- 05.03.2021
2.	APPROXIMATE VALUE OF TENDER	₹ 13,50,000/- (Rs. Thirteen Lakhs Fifty Thousand only)
3.	EMD AMOUNT	₹ 27,000/- (Rs. Twenty Seven Thousand only)
4.	DATE OF COMMENCEMENT	Date: 10.03.2021 11.30 AM
5.	PRE-BID MEETING	Date: 17-03-2021 11.30 AM
6.	LAST DATE AND TIME FOR SUBMISSION OF e-TENDERS	Date: 25-03-2021 04.00 PM
7.	TIME AND DATE OF OPENING OF FINANCIAL BID	Date: 29-03-2021 11.30 AM
8.	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR(EXAMS) KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6TH CROSS, MALLESWARAM, BENGALURU – 560 003

ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)  
ಕರ್ನಾಟಕ ಪ್ರೌಢ ಶಿಕ್ಷಣ ವಿಶೇಷ ಮಂಡಳಿ  
ಬೆಂಗಳೂರು - 560 003

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## **SECTION II: INSTRUCTION TO TENDERERS**

### **A. Introduction**

#### **1. Eligible Tenderers:**

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be obtained under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 1.3 A pre bid meeting is scheduled at the Director's office on 17-03-2021.

### **B. Tender Documents**

#### **2. Contents of Tender Documents**

- 2.1 The services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
  - a) Instruction to Tenderers (ITT).
  - b) General Conditions of Contract (GCC).
  - c) Special Conditions of Contract (SCC).
  - d) Schedule of Requirements.
  - e) Technical Specifications.
  - f) Qualification Criteria
  - g) Tender Form and Price Schedules.
  - h) Contract Form.
  - i) Performance Security Form.
- 2.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

#### **3. Amendment of Tender Documents**

- 3.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment and the same will be uploaded in the e-Tender portal *www.eproc.karnataka.gov.in*
- 3.2 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the purchaser, at its discretion, may extend the deadline for the submission of tenders.

### **C. Preparation of Tenders**

#### **4. Language of Tender**

- 4.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the purchaser, shall be written in English/Kannada language.

#### **5. Documents comprising the Tender**

- 5.1 The tender prepared by the tenderer shall comprise the following components:

- a) A tender Form and a price schedule completed in accordance with ITT Clauses 6, 7&8.
- b) Documentary evidence established in accordance with ITT Clause 9 that the tenderer is eligible to tender and is qualified to perform the contract if it's tender is accepted.
- c) Documentary evidence established in accordance with ITT Clause 10 that the services to be supplied by the tenderer conform to the tender documents, and
- d) Earnest money deposit furnished in accordance with ITT Clause 11.

## **6. Tender Form**

- 6.1 The tenderer shall complete the tender form and the price schedule as furnished at the [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in), Indicating the quantity and prices for the services to be supplied.

## **7. Tender Prices**

- 7.1 The tenderer shall indicate on the price schedule the unit prices to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award
- 7.2 Prices on the price schedule shall be entered including of all taxes:
  - i. The price of the services, including all duties and sales and other taxes. Already paid or payable on components and raw material used for providing the services.
  - ii. Any Indian duties, sales and other taxes which will be payable on the services if this contract is awarded;
  - iii. The price for inland transportation, insurance and other local costs incidental to delivery of the services to their final destination; and
  - iv. The price of other incidental services listed in Clause 4 of the special conditions of contract.
- 7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

## **8. Tender Currency**

- 8.1 Prices shall be quoted in Indian Rupees:

## **9. Documents Establishing Tenderer's Qualifications**

- 9.1 Pursuant to ITT Clause 5, the tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted
- 9.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted, shall establish to the Purchaser's satisfaction:
  - a) That the Tenderer has the financial, technical, and production capability necessary to perform the contract and meets the criteria outlined in the qualification requirements specified in Section VII.
  - b) That the Tenderer has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

- i. The legal status, place of registration and principal place of business of the company or firm or partnership, etc.,
- ii. Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three years and details of current contracts in-hand and other commitments (suggested proforma given in Section XI).

#### **10. Documents Establishing Services Eligibility and Conformity to Tender Documents:**

- 10.1 Pursuant to ITB Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

#### **11. Earnest Money Deposit**

- 11.1 Pursuant to ITT Clause 5, The Earnest Money Deposit shall be credited to the account of Centre for e-governance.
- 11.2 The Tenderer shall transfer an amount of ₹ 27,000/- as EMD to e-governance. The earnest money deposit is required to protect the purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 11.5.
- 11.3 Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 20.
- 11.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible as per the schedule of 'center for e-governance, Karnataka Government' on completion of tender process. Pursuant to ITT Clause 12.
- 11.5 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the contract, pursuant to ITT Clause 27, and furnishing the performance security, pursuant to ITT Clause 28.
- 11.6 The earnest money deposit may be forfeited:
  - a) If a Tenderer
    - i. Withdraws its tender during the period of tender validity specified by the Tenderer on the tender Form;
    - b) In case of a successful Tenderer, if the Tenderer fails:
      - i. To sign the contract in accordance with ITT Clause 27; or
      - ii. To furnish performance security in accordance with ITT Clause 28.

#### **12. Period of Validity of Tender.**

- 12.1 Tenders shall remain valid for Six months after the deadline for submission of tenders prescribed by the purchaser, pursuant to ITT Clause 16. A tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 12.2 In exceptional circumstances, the purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

### **13. Format and Signing of Tender**

- 13.1 Eligible tenderer who are registered in e-procurement shall upload all the documents required for this bid, submit and sign using digital key.

### **D. Submission of Tenders**

#### **14. Uploading of Tenders bids:**

All tenderers

- a) Technical bid as at ITT Clause 11 qualification criteria and
- b) Commercial bid should submit their tenders through e-procurement portal only. (Telex, cable or facsimile tenders will be rejected).

#### **15. Deadline for Submission of Tenders**

- 15.1 Tenders must be uploaded and signed as specified under ITT Clause 14, no later than the time and date specified in the Tender Schedule even in the event of the specified date for the submission of Tenders being a holiday or declared holiday.
- 15.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. Late Tenders**

- 16.1 e-procurement web-portals will not be accessible after the deadline hence no late Submission is possible and allowed.

#### **17. Modification and Withdrawal of Tenders**

- 17.1 Modification or withdrawal of the Tenderer submitted is governed by the conditions as enumerated by 'Centre for e-Governance'. Post the deadline prescribed for submission of tenders there is no provision for modification or withdrawal of the tender submitted.
- 17.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer in the Contract. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.5.

### **E. Tender Opening and Evaluation of Tenders**

#### **18. Opening of Tenders by the Purchaser**

- 18.1 The results of financial bid evaluation will be available to the tenderers at the e-portal.

#### **19. Clarification of Tenders:**

- 19.1 During evaluation of tenders, there will be no clarification sought by the Purchaser nor the tenderer is permitted to submit additional data.

#### **20. Preliminary Examination**

- 20.1 The Purchaser will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 20.2 Where the Tenderer has quoted for more than one schedule, if the earnest money deposit furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement

of earnest money deposit to be furnished for the schedule included in the tender (offer) in the serial order of the schedule of Requirements of the Tender document.

- 20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 20.4 Prior to the detailed evaluation, pursuant to ITT Clause 21, the Purchaser will purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4). Applicable law (GCC Clause 12), and Taxes & Duties (GCC Clause 14) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 20.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

## **21. Evaluation and Comparison of Tenders**

- 21.1 Those who qualified at qualification criteria mentioned above among them the tenderer who as quoted the least price shall be selected as a successful tenderer.
- 21.2 The Bidder shall quote rates for all the items in Section VIII-B are mandatory. Rates not quoted for any item/s liable for rejection of Bid.
- 21.3 Bidder quoting over all lowest rate i.e., the total of all the rates of items mentioned in Section VIII-B, shall be considered as the eligible bidder to execute the complete work of **“Printing, supply along with overprinting of External AML and Centre Nominal Rolls for 2021 S.S.L.C. examinations”**. Item wise evaluation has been activated in e-procurement portal for obtaining unit rate. However financial bid evaluation shall be as above.
- 21.4 **The Successful(L1) bidder shall give a demo of the tender work at the board premises, Letter of Acceptance of will be awarded to the bidder who is successful in demo. In case of L1 bidder fails to give a demo, Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.**

## **F. Award of Contract**

### **22. Post qualification**

- 22.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 (b) and is qualified to perform the contract satisfactorily.
- 22.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 22.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.



## 24. Purchaser's right to vary Quantities at Time of Award

24.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

## 25. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

25.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

## 26. Notification of Award

26.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

26.2 The notification of award will constitute the formation of the Contract.

26.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 28, the Purchaser will promptly notify the name of the winning Tenderer in the e-tendering portal at [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) and will discharge the earnest money deposit to the unsuccessful tenderers through the 'Centre for e-governance, Government of Karnataka', pursuant to ITT Clause 11.

26.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

## 27. Signing of Contract

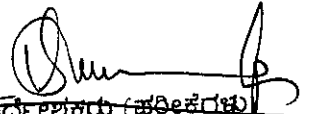
27.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

27.2 Within 10 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

## 28. Performance Security

28.1 Within 7 days of the receipt of notification of award from the purchaser the successful Tenderer shall furnish the performance security in accordance with the conditions of Contract, in the performance security Form provided in the tender documents or in another form acceptable to the Purchaser.

28.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

  
 ಸರ್ಕಾರದ ಅಧಿಕಾರಿ (ಪರಿಶೀಲಕರು)  
 ಕರ್ನಾಟಕ ಪೌರ ಶಿಕ್ಷಣ ಪರಿಷತ್ ಮಂಡಳಿ  
 ಬೆಂಗಳೂರು - 560 003

**SECTION III: GENERAL CONDITIONS OF CONTRACT****TABLE OF CLAUSES**

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### SECTION III: GENERAL CONDITIONS OF CONTRACT

#### **Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The services" means all the equipment, machinery, and/or other materials which the Supplier is required to use for providing the services to the Purchaser under the Contract; and any other ancillary services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- d) "GCC" mean the General Conditions of Contract contained in this section.
- e) "SCC" means the Special Conditions of Contract.
- f) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- h) "The Government" means the Government of Karnataka State.
- i) "The State" means the Karnataka State
- j) "The Project Site", where applicable, means the place or places named in SCC.
- k) "Day" means calendar day.

**Note:** Where ever has been mentioned as "services" shall be considered as **"Printing, supply along with overprinting of External AML and Centre Nominal Rolls for 2021 S.S.L.C. examinations"**.

#### **2. Application**

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### **3. Standards**

The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the service industry and such standards shall be the latest issued by the concerned institution.

#### **4. Performance Security**

- 4.1 Within 7 days of the receipt of notification of award from the purchaser the successful Tenderer shall furnish the performance security in accordance with the conditions of Contract, in the performance security Form provided in the tender documents or in another form acceptable to the Purchaser valid up to 60 days after the date of completion of performance obligations.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
  - b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
  - c) Specified small savings instruments duly pledged to the Purchaser.
- 4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 4.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

## **5. Inspections and Tests**

- 5.1 The Purchaser or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested services fail to conform to the specifications, the Purchaser may reject the services and the Supplier shall either replace the rejected services or make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 5.3 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **6. Payment**

- 6.1 The payment for the services utilized will be made in one instalment only after submission of the final bill after successful completion of authorised work as per work order duly certified by concerned officer.
- 6.2 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 6.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.
- 6.4 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- 6.5 Payment shall be made in Indian Rupees.

## 7. Prices

- 7.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

## 8. Contract Amendments

- 8.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## 9. Delays in the Supplier's Performance

- 9.1 Delivery of the services and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 9.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the services and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 9.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 10, unless an extension of time is agreed upon pursuant to GCC Clause 9.2 without the application of liquidated damages.
- 9.4 No wastage cost towards the wastage of AML sheets shall be paid by the purchaser.
- 9.5 **Payment for all Tender Items shall be calculated on the basis of actual number of student records executed by the Tenderer.**
- 9.6 No additional cost will be paid for re-printing done due to wastages.
- 9.7 Penalty of Rs.100.00 per record shall be levied on the Supplier for any mismatching of Photo with each of CNR data.
- 9.8 Penalty of Rs.100.00 per record shall be levied on the Tenderer for mismatching (Error) within the student data. These may include Null data, unformatted data, alpha numerical errors, subject code missing, first digit missing, Marks missing etc.,

## 10. Liquidated Damages

- 10.1 If the tenderer fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages,
- A sum of Rs.5,000/- per day after the expiry of stipulated number of days depending on the average overprinting of 50,000 AMLs per day.
  - A sum of Rs.5000/- per day, after the expiry of stipulated number of days depending on the average together with 25,000 CNR sheets (4 candidates' data in each CNR sheet) per day.
- 10.2 The Purchaser may consider termination of the Contract and Black list the supplier pursuant to GCC after the delay of 10 days.

## 11. Termination for Default

- 11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 9; or
  - b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 11.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 12.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## 12. Applicable Law


- 12.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

## 13. Notices

- 13.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.
- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 14. Taxes and Duties

Suppliers shall be entirely responsible for all taxes (including Sales tax) duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

  
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**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**  
**TABLE OF CLAUSES**

<b>Item No.</b>	<b>Topic</b>	<b>Page Number</b>
1.	Definitions (GCC Clause 1)	16
2.	Inspection and Tests (GCC Clause 5)	16
3.	Payment (GCC Clause 6)	16
4.	Incidental Services (GCC Clause 10)	16
5.	Notices (GCC Clause 13)	16

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding Clause number of the General Conditions is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

- a) The Purchaser is Director, KSEEB 6<sup>th</sup> cross, Malleshwaram, Bangalore-03
- b) The Supplier is:

### 2. Inspection and Tests

As per GCC Clause 5

### 3. Payment

As per GCC Clause 6

### 4. Incidental Service

As per GCC Clause 10

### 5. Notices

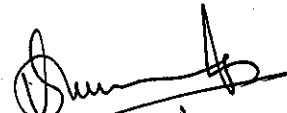
As per GCC Clause 13

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: **The Director, Exams.**

Karnataka Secondary Education Examination Board,  
6<sup>th</sup> cross, Malleshwaram, Bengaluru-560003

Supplier : (To be filled in at the time of Contract signature)

  
ವಿರೋಧಕರು (ಪರಿಶೀಲಕರು)  
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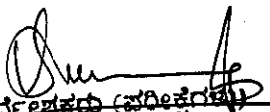


### SECTION V: SCHEDULE OF REQUIREMENTS

#### Printing, supply along with overprinting of External AML and Centre Nominal Rolls for 2021 S.S.L.C. examinations”.

- a. As per section II Clause 24, the Director, Exams, KSEEB, reserves the right to increase or decrease 25% of the above requirements.
- b. Time schedule for Printing, Supply of External AML and CNRs shall be as follows:
- c. Payment shall be calculated on the basis of actual number of student records executed by the Tenderer.
- d. Probable schedule for Main Exam shall be in the month of June and for Supplementary Exam shall be in the month of August.

Work Description	Quantity (Approximate)	Delivery Schedule for both Main and Supplementary Exams	EMD
Printing, Supply, and Over-printing of AML (80 & 100 Marks)	2,85,000 sheets (9,50,000 candidates with the data of 10 candidates per one part of sheet for all subjects)	1. Printing and over Printing work shall be completed within 10 days after final approval. 2. <b>Over-printing shall be carried out at the Board premises only as specified in the Clause 13 and 14 of Section VI.</b>	Rs.27,000=00 (Twenty Seven Thousands only)
Printing, Supply, of AML (Blank) of 80 & 100 Marks,	AML of 80 & 100 Marks. = 30,000 Total = 30,000	Printing and supply shall be completed within 10 days after final approval.	
Printing, Supply, and Over-printing of Centre Nominal Rolls	2,37,500 sheets (9,50,000 Candidates 4 students in each sheet, single side printing)	1. Printing and over Printing work shall be completed within 10 days after final approval. 2. An average of 25,000 copies per day of over printing shall be executed by the tenderer. 3. Error free data shall be print and linking of each photo image to appropriate Register Numbers of student in CNRs. 4. <b>Over-printing shall be carried out at the Board premises only as specified in the Clause 13 and 14 of Section VI</b>	

  
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## SECTION VI - TECHNICAL SPECIFICATIONS

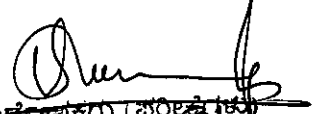
1. The successful bidder has to design the documents of External AML and CNR as required by the Tender Accepting Authority.
2. There are two categories in External AML and CNR i.e., one for Regular Fresh students and another one is Private Fresher. Regular Fresher's are school going students which are categorized as CCERF groups. Private Fresher's are not school going candidates, but they enrolled their names to appear for the Examination and categorized as CCEPF.
3. CCERF and CCEPF AMLs shall be printed in different colors to identify easily. Apart from these colors one more colour shall be used for printing of Repeaters' AML. The selections of colour shall be decided by TIA.
- 3.1 **80 Marks AML (EE)**- This AML shall be designed in **Magenta colour** for Regular fresh and Regular Repeater Candidates. This AML will be used for External Examination for 80 Marks for five subjects and 100 Marks for First language.
- 3.2 **100 Marks AML**- This AML will be designed in **orange colour for Private fresh, and Private Repeater, NSR, NSPR Candidates**. This AML for 100 Marks for five subjects and 125 Marks for First Language.
- 3.3 **Blank AML**- This AML is only Pre-Printed Stationery of two types of AML mentioned above.
4. Specification of individual forms:

Sl. No	Form	Specification	Details
1.	<b>AML (Attendance-cum Mark-List, of-80 &amp; 100 Marks, (10 students in each side part containing 20 students for per sheet)</b>	<b>A4 size, (2 parts), Maplitho paper 80 GSM,</b>	<b>With perforation in between two parts of the sheet for over printing, and the same is cut into two parts</b>
2.	<b>CNR (Central Nominal Roll)</b>	<b>A4 size, 80 GSM,</b>	<b>Having details of 4 students in each sheet, single side printing</b>

5. For Printing supply, and other work, the tenderer shall employ sufficient persons who are technically qualified in the process of Compilation of data and also the tenderer has to make his own arrangements for receiving AML forms to print, supply and reprint work from all scrutiny sections and sending back to the same sections located in second and third floors of the office. The Board does not provide any human power to the above said work.
6. The successful tenderer shall install adequate number of high end printing machines along with the software, computers and networking at their own cost.
7. The service provider has to make their own arrangement for installing/deploying computers, required software and other accessories and human power for the said work.
8. The tenderer shall have to print the register number in case of AML sheets, application number, serial number and school address on sheets.
9. For printing work, the successful service provider shall install adequate number of **high end laser jet printers that have features to print and over print alpha numerical data, and**

**photo image along with data linking software for all the works.**

10. The service provider should hand over the soft copy of alphanumerical error free data along with matching of photo images to the Purchaser in a Hard Disk, after the completion of work, with no additional cost to the Purchaser.
11. The Service Provider shall start the bulk printing only after obtaining final approval by the Purchaser.
12. Finally the service provider shall have to prepare a district wise consolidated statement showing the number of CNRs supplied and number for verification and payment.
13. **All the services of over-printing of AML and CNR shall have to be carried out in the KSEEB premises itself. Overprinting AML & CNR shall be commence immediately after the data handed over by the computer section. Bulk printing shall start after the proof approval by the computer section for both AML and CNR of all variety.**
14. **After the completion of the Bulk overprinting of AML and CNR the Service provider shall deploy adequate human resource and equipment to overprint the additional and revised AML and CNR till the completion of both June and August Exams. Data for printing of AML and CNRs will be given in MS Access format.**
15. Category of students taking examination include regular fresh, regular repeater, private fresh and private repeater. Around 500 students take up Junior Technical Course every year. And nearly 5,000 students will face the examination on N.S.Q.F. scheme.
16. **Payment shall be calculated on the basis of actual number of student records executed by the Tenderer.**
17. The L1 bidder shall give a demo of the tender work at the board premises, Letter of Acceptance of will be awarded to the bidder who is successful in demo. In case of L1 bidder fails to give a demo, Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

  
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## SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9 of ITT)

1. **As per the Government Order No: DPAR 50 EGM 2019 Dated:06.09.2019 The Empanelled Vendors (Pre Qualified Tenderers) are eligible to apply for this e-tender**

2. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society.

**(UPLOAD SELF ATTESTED COPY)**

3. The turnover of the tenderer shall not be less than ₹ 30 Lakhs each in the Assessment years 2017-18, 2018-19 & 2019-20.

**(UPLOAD SELF ATTESTED COPY)**

4. The tenderer should have minimum of 3 years of experience in the field. Enclose the experience certificate.

**(UPLOAD SELF ATTESTED COPY)**

5. Copy of the PAN card of the firm has to be enclosed as detailed below:

**(UPLOAD SELF ATTESTED COPY)**

a) If a firm is sole proprietorship – PAN card copy of the proprietorship

b) If a firm is Partnership. PAN card copy of the firm only (partners Pan Card copy will not be considered.

c) If a firm is Private Ltd. or Public Ltd. Company, PAN card copy of the Company.

6 Audited Balance Sheet and Profit and Loss Account for the years 2017-18 2018-19 & 2019-20 respectively (preferably annual report of the company)

**(UPLOAD AUDITOR ATTESTED COPY)**

7. Income Tax returns filed for the Financial year 2017-18 2018-19 & 2019-20 must be uploaded i. e., Assessment Year 2018-19, 2019-20, 2020-21 respectively.

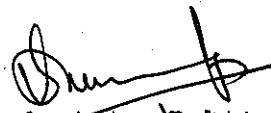
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8. Goods and Service Tax Registration certificate to be enclosed.

9. Previous Experience in the format mentioned under Section XII, attach work order copy.

**(UPLOAD SELF ATTESTED COPY)**

10. Previous The L1 bidder shall give a demo of the tender work at the board premises, Letter of Acceptance of will be awarded to the bidder who is successful in demo. In case of L1 bidder fails to give a demo, Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

  
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**SECTION VIII: TENDER FORM**

**Office of the Director(Exams), Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru – 560003.**

e-TENDER NOTIFICATION FOR PRINTING, SUPPLY ALONGWITH OVERPRINTING OF EXTERNAL AML AND CENTRE NOMINAL ROLLS FOR 2021 S.S.L.C. EXAMINATIONS

From  
Name and Address of the owner/  
Propretor of the Firm.

To,  
The Director,  
Karnataka Secondary Education Examination Board,  
6<sup>th</sup> Cross, Sampige Road, Malleshwaram,  
Bengaluru -03.

Sir,

Having examined the Tender Documents including Ref No: B6/DPSLC/01/Ka.Le.Sa/2020-21. DATE-05.03.2021, we, the undersigned, offer to provide service '**Printing, supply along with over-printing of External AML and Centre Nominal Rolls for 2021 S.S.L.C. examinations**'. in conformity with the said tender documents for the sum of ..... (Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

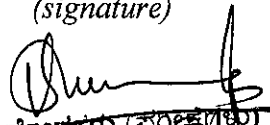
We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this ... day of 2021.

Company Seal.

(signature)

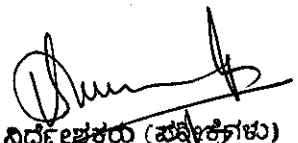
  
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ಕರ್ನಾಟಕ ಪ್ರೌಢ ಶಿಕ್ಷಣ ಪರಿಷತ್ತು ಮಂಡಳಿ  
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**PRICE SCHEDULE****For reference only (Not to be uploaded)**

Sl. No.	Particulars (As per Technical Specification Section-VI and Schedule of Requirements-Section V)	Unit	Quantity (Approximate)	Unit Price for delivering the goods/rendering the service at KSEEB	All Applicable statutory GST	Unit Price	Total Price
1	2	3	4	5	6	7 (5+6)	8 (4 x7)
1.	Printing, supply, and over-printing of AML 80 & 100 Marks (With single side printing)	Sheet	2,85,000 sheets				
2.	Printing, supply, of AML (Blank) of 80 & 100 Marks,	Sheet	AML of 80 & 100 Marks. = 30,000 <b>Total= 30,000</b>				
3.	Printing, supply, and over-printing of Centre Nominal Rolls	Sheet	2,37,500, sheets				
Grand Total							

**: IMPORTANT NOTE:**

1. The L1 bidder shall give a demo of the tender work at the board premises, Letter of Acceptance of will be awarded to the bidder who is successful in demo. In case of L1 bidder fails to give a demo, Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.
2. Tenderer shall quote the price considering the Technical Specifications mentioned in the Section VI and other terms and conditions mentioned under the different sections of the Bid document.
3. Price quoted at ON-LINE e-bidding (Financial bid) will only be considered.

  
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**SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Not Applicable

**SECTION X: CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20... between .....  
(Name of purchaser) of..... (Country of Purchaser) (Hereinafter called "the Purchaser") of the  
one part and..... (Name of Supplier) of..... (City and Country of Supplier)  
(Hereinafter called "The Supplier") of the other part:

**WHEREAS** the Purchaser is desirous that certain services viz. .... (Brief  
Description of Services) and has accepted a tender by the Supplier for the supply of those services  
in the sum of..... (Contract Price in Words and Figures) (herein after called "The  
Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
  - a) The Tender Form and the Price Schedule submitted by the Tenderer;
  - b) The Schedule of Requirements;
  - c) The Technical Specifications;
  - d) The General Conditions of Contract;
  - e) The Special Conditions of Contract; and
  - f) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied / provided by the Supplier are as under:

SL.NO.	BRIEF DESCRIPTION OF SERVICES	UNIT PRICE

**TOTAL VALUE:****DELIVERY SCHEDULE:**

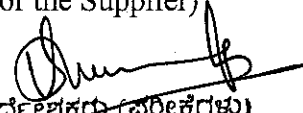
**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the said .....(For the Supplier)

in the presence of:.....

  
 ನಿರ್ದೇಶಕರು (ಪರಿಶೀಲಕರು)  
 ಕರ್ನಾಟಕ ಪ್ರೌಢ ಶಿಕ್ಷಣ ಇಲಾಖೆ, ಮಂಡ್ಯ  
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**SECTION XI. PERFORMANCE SECURITY FORM**

No:

(Name of Purchaser) ..... (Name of Supplier) **WHERE AS** hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, ..... 20..... to Supply..... (Description of Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

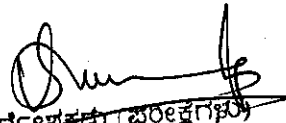
Signature and Seal of Guarantors

.....  
.....  
.....

Date.....20.....

Address:.....

.....  
.....

  
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**SECTION XIII: MANUFACTURERS' AUTHORIZATION FORM**

**“Not Applicable”**

**SECTION XIV : PROFORMA FOR EQUIPMENT AND QUALITY CONTROL  
EMPLOYED BY THE MANUFACTURER**

**“Not Applicable”**

