



GOVERNMENT OF KARNATAKA

**KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION
COUNCIL(REG.)**

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

**e-TENDER NOTIFICATION FOR THE PRINTING AND SUPPLY(34
District DIET's) OF "SPARDHA-KALI" HAND BOOK OF NMMS STUDY
MATERIAL-2021-22"**

**e -TENDER DOCUMENTS
(To be used for furnishing bids by the eligible firms)**

Address for communication:

**EXECUTIVE DIRECTOR, KARNATAKA SCHOOL QUALITY ASSESSMENT
AND ACCREDITATION COUNCIL, KSEEB,
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TENDER SCHEDULE

**e-TENDER NOTIFICATION FOR THE PRINTING AND SUPPLY (34
District DIET's) OF "SPARDHA-KALI" HAND BOOK OF NMMS STUDY
MATERIAL-2021-22"**

1	TENDER REFERENCE NO & DATE	No: K2/NMMS/SM/e-Tender/06/2021-22 DATE-03-01-2022
2	APPROXIMATE VALUE OF TENDER	Rs. 34,10,000/-
3	EMD AMOUNT	Rs. 68,200/-
4	TENDER COMMENCEMENT DATE	21-01-2022
5	PRE-BID MEETING	27.01.2022 11.30 AM
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	05.02.2022 04.00 PM
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	08.02.2022 11.30 AM
8	TENTATIVE TIME AND DATE OF OPENING OF COMMERCIAL BIDS	14.02.2022 11.30 AM
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE EXECUTIVE DIRECTOR, KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION COUNCIL(REG.) KSEEB, 6 TH CROSS, MALLESWARAM, BANGALORE – 560 003.


Executive Director
Karnataka School Quality Assessment
and Accreditation Council (R)
KSEEB, 6th Cross, Malleshwaram
Bangalore - 560 003.



**e-TENDER NOTIFICATION FOR THE PRINTING AND SUPPLY(34 District
DIET's) OF "SPARDHA-KALI" HAND BOOK OF NMMS STUDY
MATERIAL-2021-22"**

SECTION I : INVITATION FOR TENDER (IFT)

IFT No No: K2/NMMS/SM/e-Tender/06/2021-22

The Executive Director, KSQAAC, Karnataka Secondary Education Examination Board, 6th cross, Malleshwaram, Bangalore-560003, invites e-tenders from eligible bidders for "Printing and supply of "SPARDHA-KALI" HAND BOOK OF NMMS STUDY MATERIAL-2021-22"

1. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
2. Tender documents may be downloaded from www.eproc.karnataka.gov.in and www.kseeb.kar.nic.in . The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in> . Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone.
3. The Earnest Money Deposit shall be paid through any of the following e-payment modes.
 - a. Credit card
 - b. Direct debit (ICICI bank holders only)
 - c. National Electronic Fund Transfer.
 - d. Remittance over the ICICI Bank counters using OTC challan anywhere in India.The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank
4. Technical bids will be opened on 08-02-2022 at 11.30 AM in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same specified time and venue.
5. Other details can be had from tender document.

ABBREVIATIONS

1	ITT	Instructions to Tenderers
2	IFT	Invitation for Tenders
3	GCC	General Conditions of Contract
4	SCC	Special Conditions of Contract
5	KSEEB	Karnataka Secondary Education Examination Board
6	KSQAAC	Karnataka School quality assessment and accreditation Council.
6	EMD	Earnest Money Deposit
7	PG	Performance Guarantee
8	CeG	Centre for e-Governance


Executive Director
Karnataka School Quality Assessment
and Accreditation Council (R)
KSEEB, 6th Cross, Malleshwaram
Bangalore - 560 003.



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SECTION – II: INSTRUCTIONS 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 supply goods for the preparation of the design, specifications, and other documents to be used for the supply of goods to be purchased under this Invitation for Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

B. TENDER DOCUMENTS

2. Contents of Tender Documents

2.1 The Goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- Instructions to Tenderers (ITT);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Qualification criteria;
- Tender Form and Price Schedules;
- Technical Bid;
- Contract Form;
- 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 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 otherwise, modify the tender documents and notify the addendum on e-procurement portal.
- 3.2 In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.
- 3.3 Pre-bid meeting shall be held on 27.02.2022 at 11.30 pm at KSQAAC, KSEEB, 6th Cross, Malleshwaram, Bangalore 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 27-02-2022 at 4.30.P.M.

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 only.

5. Documents comprising the Tender

5.1 The Tender prepared by the Tenderer shall comprise the following components:

- A Tender Form and a price Schedule completed in accordance with ITT Clauses 6,7 and 8;
- Documentary evidence established in accordance with ITT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- Documentary evidence established in accordance with ITT Clause 10 that the Goods to be supplied by the Tenderer conform to the tender documents; and
- Earnest Money Deposit furnished in accordance with ITT Clause 11.

6. Tender Form

5.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the Goods to be delivered, quantity and prices.

7. Tender Prices

7.1 The tenderer shall indicate price on the price schedule Section VIII-B.

7.2 Prices on the Price Schedule shall be entered inclusive of all taxes:

- a) the price of the Goods, including all duties cess and other taxes already paid or payable on components and raw material used in the manufacture or assembly of services quoted ex-works or ex-factory; or
- b) any Indian duties, VAT and other taxes which will be if this Contract is awarded;

7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and should 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 Eligibility and 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, 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.

10. Documents establishing the delivery of Goods

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

11. Earnest Money Deposit

11.1 Pursuant to IFT Clause 4, The Earnest Money Deposit shall be credited to the account of Centre for e-governance.

11.2 The Tenderer shall transfer Rs.68,200/-- as EMD to e-governance.

11.3 Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 above (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 19.

11.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible but not later than 30 days after the submission of bid security on written request.

11.5 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.

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; or

(ii) does not accept the correction of errors pursuant to ITT Clause 19.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 26; or

(ii) to furnish performance security in accordance with ITT Clause 27.

12. Period of Validity of Tenders

12.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 15. 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.

12.3 The purchaser retains the authority of extend the duration of tender **for one more year** for the same rates as agreed in this tender, provided the Goods supplied by the tenderer is satisfactory to the purchaser. The process thereto shall be made in writing. The Performance deposit provided under ITT clause 27 shall also be suitably extended.

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. Submission of Tenders

- 14.1 All tenderers should submit their tenders through e-procurement portal only.
- 14.2 Telex, Cable or facsimile tenders will be rejected.
- 14.3 Tender should be submitted in 2 cover system
 - 1. Technical bid (cover-I) as per section VII qualification criteria,
 - 2. Commercial bid (cover-II)

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. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.
- 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-portal will not be accessible after the deadline and hence no late submission is possible and allowed.

17. Modification and withdrawal of Tenders:

- 17.1 The Tenderer may modify or withdraw its tender after the tender submission, for any number of times before the deadline for the submission of bids with no extra cost.
- 17.2 No Tender may be modified subsequent to the deadline for submission of tenders.
- 17.3 No Tender is allowed for withdraw in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.

E. TENDER OPENING AND EVALUATION OF TENDERS

18. Opening of Tenders by the Purchaser

- 18.1 The Purchaser will open all technical bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at 11.30 AM on 08-02-2022 at the Office of the Executive Director, KSQAAC, KSEEB, 6th cross, Malleshwaram, Bangalore – 560003.

- 18.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.
- 18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 18.4 The Purchaser will prepare minutes of the technical bid evaluation and publish the same in e-portal.

19. Preliminary Examination

- 19.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.
- 19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 19.3 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.
- 19.4 Prior to the detailed evaluation, pursuant to ITT Clause 20, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For 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 18), and Taxes & Duties (GCC Clause 19) 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.
- 19.5 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.
- 19.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfil the eligibility criteria, the purchaser may call for additional documents from some tenderers or all the tenderers.

20. Evaluation and Comparison of Tenders

- 20.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 9 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.
- 20.2 **Bidders will be selected on “Cost per Book” basis i.e., lowest rate per book for the “SPARDHA-KALI” HAND BOOK OF NMMS STUDY MATERIAL-2021-22” Payment will be made on the basis of number of books i.e. Price shall include the cost towards both inner sheets and cover sheets, along with binding and distribution to the DIETs/Districts.**
- 20.3 **Item wise option has been activated in the e-procurement portal for obtaining unit price however the actual evaluation shall be as mentioned above i.e. “Cost per book”**

F. AWARD OF CONTRACT

21. Post qualification;

- 21.1 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 and is qualified to perform the contract satisfactorily.
- 21.2 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 9, as well as such other information as the Purchaser deems necessary and appropriate.
- 21.3 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.

22. Award Criteria;

- 22.1 Subject to ITT Clause 24, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

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

24. Purchaser's right to accept any tender and to reject any or all tenders

24.1 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.

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer on e-procurement portal, that its tender has been accepted.

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

25.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 27, the Purchaser will discharge its earnest money deposit, pursuant to ITT Clause 11.

25.4 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.

26. Signing of Contract

26.1 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.

26.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall enter into an agreement with the Purchaser on Rs.200/- value Stamp Paper and return to the Purchaser duly signed.

27. Performance Security

27.1 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 (GCC Clause 4.1), in the Performance Guarantee Form provided in the tender documents or in another form acceptable to the Purchaser.

27.2 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. 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) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "SCC" means the Special Conditions of Contract.
- (f) "The Purchaser" means the organization taking the Services, as named in SCC.
- (g) "The Supplier" means the individual or firm delivery of Goods 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.

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

3.1 The Goods delivered 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 and such standards shall be the latest issued by the concerned institution.

4. Performance Security

4.1 Within 7 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, 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 may visit and inspect the site of tenderer, if required, to understand the capabilities of the bidder.
- 5.2 The Purchaser shall also retain the right of visiting the production section of the supplier, if required, to check the progress and quality of work.
- 5.3 Quality of the paper used shall be tested before payment. Testing of paper shall be sent any Central Government or State Government state Labs or Labs approved by the Bureau of Indian standards. Testing charges shall be paid by the Purchaser.

6. Packing

As prescribed by KSQAAC.

7. Delivery of service and Documents

As per list provided by KSQAAC to the DIETS/District places.

8. Insurance

Deleted

9. Transportation

“Applicable”

10. Incidental Services

Deleted

11. Warranty

Deleted

12. Payment

12.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

12.2 No advance payment will be made by the Department to carry out the tendered work. Payments will be made after supply of Goods for every work order.

12.3 Payment shall be made in Indian Rupees.

13. Prices

13.1 Prices payable to the Supplier as stated in the contract shall be firm during the performance of the contract.

14. Contract Amendments

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

15. Delays or discrepancies in the Supplier's Performance

15.1 Supply of Goods shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

15.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely supply of goods, 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.

15.3 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 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

15.4 No wastage cost towards the wastage of books shall be paid by the purchaser. Rather any wastage in the books supplied is found, equivalent amount shall be deducted either from the same bill or subsequent bills.

16. Liquidated Damages

16.1 If the tenderer fails to supply the goods 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. 1% penalty per day for cost of the material in the work order shall be levied as delay penalty.
- b. Any delay beyond 10 days will lead to cancellation of contract, forfeiture of EMD/Performance Guarantee and black list of the supplier.
- c. Deviations in the quality of GSM of the paper supplied, penalty shall be deducted as mentioned in the Section-XIII.

16.2 The Purchaser may consider termination of the Contract and black list the supplier pursuant to GCC Clause 17 after the delay of 10 days.

17. Termination for Default

17.1 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 and shall be black listed from participating in any other tenders published by the purchaser:

- i. if the Supplier fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2; or
- ii. if the Supplier fails to perform any other obligation(s) under the Contract.
- iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, supply of goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar supplies. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

18. Applicable Law

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

19. Notices

19.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable or facsimile and confirmed in writing to the other party's address specified in SCC.

19.2 A notice shall be effective when delivered or on the notice's effective date, whichever ever is later.

20. Taxes and Duties

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

21. Contacting KSQAAC :

21.1 Any effort by a bidder to influence Executive Director, **KSQAAC** in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

22 Resolution of disputes:

22.1 In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

22.2 Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

22.3 The decision of the arbitrators shall be final and binding upon both parities. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

23. The Executive Director, KSQAAC, holds the authority of making decision with regard to changes in the quantity and waive off penalty based on the reasonable causes that may not affect examination process.

24. Debarment/Black listing:

24.1 The KSQAAC reserve the right to black-list debar any bidder/supplier due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such bidder/supplier in the course of bidding process and/or in the execution or performance of any contracts which may be awarded to the bidder/supplier pursuant to the tender provided however, that the KSQAAC shall be obliged to allow on opportunity of being heard to such bidder/supplier before any order of black-listing/debarment could be passed any such order of black-listing/debarment that may be passed by the KSQAAC shall be without prejudice to other rights of actions available to the KSQAAC against the bidder/supplier under the tender terms & conditions.


Executive Director
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KSEEB, 6th Cross, Malleshwaram
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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 the Executive Director, KSQAAC, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bangalore – 560 003.
- (b) The Supplier is Tenderer

2. **Inspection and Tests**

As per GCC Clause 5

3. **Delivery of service and Documents (GCC Clause 7)**

“Applicable”

4. **Incidental Services (GCC Clause 10)**

“Deleted”

5. **Payment (GCC Clause 12)**



As per GCC clause 12

6. **Notices (GCC Clause 19)**

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

Purchaser: The Executive Director, KSQAAC, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bangalore-03

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


Executive Director
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KSEEB, 6th Cross, Malleshwaram
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SECTION V: SCHEDULE OF REQUIREMENTS

1. As per section II Clause 23, the Executive Director, KSQAAC, KSEEB, reserves the right to increase or decrease 25% of the above requirements.
2. Time schedule for the supply is tentative and shall be as follows;


S.N	Work Description (Printing as per the sample approved by the Board)	Approximate Quantity	Delivery Schedule	EMD in Rupees	Distribution
1	<ul style="list-style-type: none"> • “SPARDHA-KALI” HAND BOOK OF NMMS STUDY MATERIAL- 2021-22” • Size: 1/4th Dummy Size, • Inner 288 pages using 70 GSM (A Grade mill paper) quality, Maplitho paper, Single colour printing. • Cover pages 04 pages 220 GSM (A Grade mill paper) quality Art Board with Multicolour printing, • Binding: perfect binding. • No of pages: Approximately 292 Pages including cover page • Design, alignment and DTP work specified in SCC. • Distribution to 34 DIETs/ District prescribed by KSQAAC 	49691 Books (FOURTY NINE THOUSAND SIX HUNDRED AND NINETY ONE)	10 days from date of the final Proof Approval,	Rs.68,200/-	<p>Distribution to 34 DIETs/ District prescribed by KSQAAC</p> <p>(Block wise Packing -as per the packing instructions from KSQAAC)</p>

SECTION VI - TECHNICAL SPECIFICATIONS

1. Books with following specifications shall have to be supplied as and when the work orders are issued in the mentioned quantity:

Sl.N	Work Description	Specification (Printing as per the sample approved by the KSQAAC)
1	“SPARDHA-KALI” HAND BOOK OF NMMS STUDY MATERIAL-2021-22”	<ul style="list-style-type: none">• Size: Dummy 1/4th Size,• Inner 288 pages using 70 GSM (A Grade mill paper) quality, Maplitho paper, Single colour printing.• Cover pages 04 pages 220 GSM (A Grade mill paper) quality Art Board with Multicolour printing,<ul style="list-style-type: none">• Binding: Perfect binding.• No of pages: Approximately 292 Pages including cover page• Design, alignment and DTP work specified in SCC.<ul style="list-style-type: none">• Distribution to 34 DIETs/ District centers prescribed by KSQAAC

2. Rate also should be inclusive of corrections in the “DTP work”, addition of content if required, designing and Proof printing.
3. Correction and any additions DTP work should be carried out in the KANNADA AND ENGLISH languages and the bidder should possess necessary software and skilled personnel to carry out this work without Outsourcing.
4. Soft copy of the all subjects will be given to the tenderer. Tenderer should have the necessary software and fonts to execute the tender work.
5. Necessary approval should be taken in respect of subject matter, alignment and design of the books.
6. Absolute confidentiality should be maintained in all respect of tender work awarded.
7. No subcontracting is allowed.
8. The Tenderer should have his own Printing Press comprising of Printing Machineries and other necessary equipments in his name.



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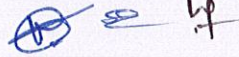


SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2 of ITT)

1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society.
2. GST registration Certificate.
3. The tenderer should have own printing unit in any states of South India which includes Karnataka, Andhra Pradesh, Telangana, Tamil Nadu, and Kerala states, and the tenderer must have provided the services similar to the type specified in the "Schedule of Requirement" up to at least 80% of the quantity required in any one of the last 3years (Copy should be enclosed
4. The turnover of last three years from, 2018-19, 2019-20 and 2020-21 should not be less than Rs.25 lakhs on an average per annum.
5. Past experience in the format mentioned under Section XII along with experience certificates/work orders.
6. Copy of the PAN card of the firm has to be uploaded as detailed below
 - a) If a firm is a sole proprietorship PAN card copy of the proprietorship
 - b) If the 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.
7. Audited balance sheet and Profit and Loss account for the years 2018-19, 2019-20 and 2020-21 has to be uploaded (preferably annual report of the company optional)
8. EMD of Rs68,200/- in should be credited to CeG account as per IFT Clause (4).
9. Details of Income Tax returns filed for three financial years 2018-19, 2019-20 and 2020-21 i.e., Assessment years 2019-20, 2020-21 and 2021-22 respectively.
10. Documents to prove the ownership of printing machines as specified in SCC.


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SECTION VIII: TENDER FORM

Office of the Executive Director, KSQAAC, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bangalore – 560 003.

“ e-tender notification for the printing and supply of “SPARDHA-KALI” HAND BOOK OF NMMS STUDY MATERIAL-2021-22”

From,

To
The Executive Director, KSQAAC,
Karnataka Secondary Education Examination Board,
6th Cross, Malleshwaram, Bangalore – 560003.

Sir,

Having examined the Tender Documents including Addenda No k2/NMMS/E-TENDER/06/2021-22 DATE-03-01-2022 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for “SPARDHA-KALI” HAND BOOK OF NMMS STUDY MATERIAL-2021-22” work 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 Nationalised bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser or in the form of DD drawn in favor of Executive Director, KSQAAC.

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 thisday of 20

(signature)

(SCAN AND UPLOAD)

SECTION VIII-A

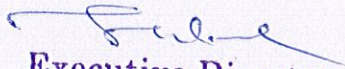
TECHNICAL BID

S.N	Details required	Uploaded
1.	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2.	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3.	The tenderer should have own printing unit in any states of South India which includes Karnataka, Andhra Pradesh, Telangana, Tamil Nadu, and Kerala states, and the tenderer must have provided the services similar to the type specified in the "Schedule of Requirement" up to at least 80% of the quantity required in any one of the last 3years (Copy should be enclosed	
4.	GST Registration Certificate	
5.	Annual turnover for three financial years 2018-19, 2019-20 and 2020-21	
6.	Copy of the PAN card (As specified under Section VII)	
7.	Audited balance sheet and Profit and Loss account for three financial years 2018-19, 2019-20 and 2020-21	
8.	EMD of Rs.68,200/-	
9.	Income Tax returns filed for three financial years 2018-19, 2019-20 and 2020-21 i.e., assessment years 2019-20, 2020-21 and 2021-22 respectively.	
10.	Previous experience in the format mentioned under Section XII	
11.	Documents to prove the ownership of printing machines	

Note: The Enclosures related to Sl.No. 1 to 11 must be self-attested and uploaded

(SCAN AND UPLOAD)

Seal and signature of the Tenderer


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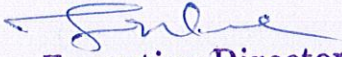
SECTION VIII-B

PRICE SCHEDULE

Sl.No	Work Description (Printing as per the sample approved by the KSQAAC)	No. of Sheets	Cost per Sheet(Rs.)	Total Amount (Rs.)	Remarks
“SPARDHA-KALI” HAND BOOK OF NMMS STUDY MATERIAL-2021-22”					
01	<ul style="list-style-type: none">Size: 1/4th Dummy Size,Inner 288pages using 70GSM (A Grade mill paper) quality, Maplitho paper, Single colour printing.	144 Sheets*49691 Books= Total 71,55,504 Sheets			Bidder shall quote the price in the e- procurement portal only as per the Government Circular ಆಇ 165 ವೆಚ್ಚ- 12/2017 Dated 21.03.2017
02	<ul style="list-style-type: none">Size: Dummy 1/4th Size,Cover pages 04 pages 200 GSM (A Grade mill paper) quality Art Board with Multicolour printing,Binding: perfect binding.	02 Sheets*49691 Books=Total 99,382 Sheets			
Cost per Book (In Rs.)					

Note: 1) The Tenderer Should quote the rates per sheet consider the specifications mentioned in section V and VI.

2) Financial bid evaluation shall be as per Clause 20 of ITT.


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SECTION IX:

EARNEST MONEY DEPOSIT / BANK GUARANTEE FORM

Not Applicable

SECTION X:
CONTRACT FORM

THIS AGREEMENT made theday 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 "theSupplier") of the other part:

WHEREAS the Purchaser is desirous that certain ancillary 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 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 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 SUPPLY	UNIT PRICE	TOTAL PRICE

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:.....

SECTION XI.

PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS

hereinafter called "the Supplier" has undertaken, in pursuance of dated,
Contract No. 20... to
Supply (Description of Supply) 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 theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....
.....


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SECTION XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)

Pro forma for Performance Statement for the last three years

IFT No..... Date of Opening..... Time Hours

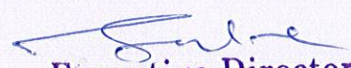
Name of the Firm:

.....
.....

Orders placed by (Full address of Purchaser)	Order No and Date	Description of goods ordered	Value of Order	Date of Completion of delivery of goods As per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the goods been supplied satisfactorily functioning. (Attach a Certificate from the Purchaser if any)
1	2	3	4	5	6	7

Signature and Seal of the Tenderer:

(SCAN AND UPLOAD)


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Bangalore - 560 003.

SECTION XIII

Penalty for deviations

Penalty for deviation in the quality of Paper

Sl. No.:	Property	Specification	Penalty percentage on total order value
1.	Substance	70 GSM (A Grade mill paper)	For every 1% of deviation a penalty of 2% on proportionate value
2.		200 GSM (A Grade mill paper)	

Note: 100% payment will be made as per clause 12 of GCC after the completion of work and quality testing process only.


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