

GOVERNMENT OF KARNATAKA

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

**e-TENDER NOTIFICATION FOR THE SUPPLY, INSTALLATION, COMMISSIONING
AND MAINTENANCE OF MULTI COPIER MACHINES & PRINTERS.**

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

Address for communication:

**DIRECTOR(EXAMS)
KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,
6TH CROSS, MALLESWARAM, BENGALURU – 560 003.
Phone No's: 080-23349434 Fax: 080- 23347670**

WEB SITE: www.sslc.karnataka.gov.in.

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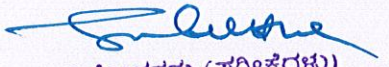
IFT No.: B6/DPSLC/01/PRINTER/2021-22.

DATE:25.02.2022

SHORT TERM e-TENDER SCHEDULE

**e-TENDER NOTIFICATION FOR THE SUPPLY, INSTALLATION, COMMISSIONING
AND MAINTENANCE OF MULTI COPIER MACHINES & PRINTERS.**

1	TENDER REFERENCE NO & DATE	No: B6/DPSLC/01/PRINTER/2021-22 DATE- 24.02.2022
2	APPROXIMATE VALUE OF TENDER	Rs. 7.00 Lakhs
3	EMD AMOUNT	Rs.14,000/-
4	TENDER COMMENCEMENT DATE	02.03.2022
5	PRE-BID MEETING	05.03.2022 11.00 AM
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	17.03.2022 04.00 PM
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	19.03.2022 11.00 AM
8	TENTATIVE TIME AND DATE OF OPENING OF COMMERCIAL BIDS	22.03.2022 11.00 AM
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR(EXAMS) KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6 TH CROSS, MALLESWARAM, BENGALURU – 560 003.


ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
ಕರ್ನಾಟಕ ಪ್ರೌಢ ಶಿಕ್ಷಣ ಪರೀಕ್ಷಾ ಮಂಡಳಿ
ಬೆಂಗಳೂರು - 560 003
26

SECTION I
INVITATION FOR TENDER (IFT)

IFT NO: B6/DPSLC/01/PRINTER/2021-22

DATE:25.02.2022

1. The Director(Exams) Karnataka Secondary Education Examination Board, 6th cross, Malleswaram, Bengaluru-560003, invites short term e-tenders from eligible bidders for **“supply, installation and maintenance of Multi copier machines and Printers”**
2. 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.
3. Tender documents may be downloaded from www.eproc.karnataka.gov.in and www.sslc.karnataka.gov.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
4. 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
5. Technical bids will be opened on 19.03.2022 at 11.00 am., in the presence of the tenderers or their authorized representative 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 time and venue.
6. Other details can be seen in the 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	EMD	Earnest Money Deposit
7	CeG	Centre for e-Governance
8	OEM	Original Equipment Manufacturer

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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.

Cost of Tendering:

- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Director(Exams) K.S.E.E.Board, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

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:
 - a. Instructions 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. Technical Bid;
 - i. Earnest Money Deposit Form;
 - j. Contract Form;
 - k. Performance Security Form;
 - l. Manufacturer's Authorization Form
 - m. Compliance to Technical Specifications
 - n. Service Support 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 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

3 Amendment of Tender Documents

- 3.2 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. No individual communication is made in this regard by the KSEEB.
- 3.3 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.
- 3.4 Pre-bid meeting shall be held on 05.03.2022 at 11.00 am at KSEEB, 6th Cross, Malleshwaram, Bengaluru-560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 11.00 AM of 05.03.2022.

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 and 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 its tender is accepted;
 - c) Documentary evidence established in accordance with ITT Clause 10 that the Goods 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

- a) 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 the cost of Multi copier machine and Printer and total cost of entire quantity on the price schedule that shall be inclusive of all GST, packing with bag, transportation and warranty, period shall be specified.
- 7.2 Prices on the Price Schedule shall be entered including all GST:
- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other GST already paid or payable
 - a. On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (ii) Any Indian duties, sales and other GST which will be payable on the goods if this Contract is awarded;
 - (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.

7.3 The Tenderer's separation of the price components in accordance with ITT Clause 7.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

7.4 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 Goods' Eligibility and Conformity to Tender Documents

9.1 Pursuant to ITT Clause 7, 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 in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorization is required should be specified).

[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]

(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 XII);

10 Documents Establishing Goods' Eligibility and Conformity to Tender Documents

10.1 Pursuant to ITT Clause 7, 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.

10.2 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) A detailed description of the essential technical and performance characteristics of the goods ;

(b) A list giving full particulars including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and

- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- (d) a confirmation that, if the tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for its successful operations; and
- (e) a confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or license from the owner to offer them. Willful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.

10.3 For purposes of the commentary to be furnished pursuant to ITT Clause 9.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

11 Earnest Money Deposit

- 11.1 Pursuant to IFT Clause 7, the Tenderer shall furnish, as part of its tender, a earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.
- 11.2 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 ITB Clause 13.7.
- 11.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
 - a) Be credited to the account of Centre for e-governance.
 - b) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
 - c) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 11.4 Any not secured in accordance with ITT Clauses 13.1 and 13.3 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 22.(Applicable as per KTPP Act, Rules any other notification/Circular by the Competent Authority)
- 11.5 Unsuccessful Tenderer's tender securities will be returned as promptly as possible as but not later than 30 days after the submission of bid security on written request.
- 11.6 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.
- 11.7 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 22.3 or
 - b) in case of a successful Tenderer, if the Tenderer fails:
 - i. to sign the Contract in accordance with ITT Clause 30; or

- ii. to furnish performance security in accordance with ITT Clause 31.

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.

13 Format and Signing of Tender

- 13.1 The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender", as appropriate. In the event of any discrepancy between them, the original shall govern
- 13.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 13.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

D. SUBMISSION OF TENDERS

14 Sealing and Marking of Tenders

Not Applicable since Tenders are submitted through e-tender.

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.
- 15.3 Telex, Cable or facsimile tenders will be rejected.
- 15.4 Tender should be submitted in 2 cover system
 - 1. Technical bid (cover-I) as per section VII-A qualification criteria.
 - 2. Commercial bid (cover-II) as per section VIII-B

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 withdrawal 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 11.00 am on 19.03.2022 at the Office of the Director(Exams), Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru – 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.

18 Clarification of Tenders.

- 18.5 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

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 6), Applicable law (GCC Clause 29), and GST & Duties (GCC Clause 31) 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 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

20.2 The Purchaser's evaluation of a tender will exclude and not take into account:

- (a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar GST, which will be payable on the goods if a contract is awarded to the Tenderer;
- (b) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

20.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and GST paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- (a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - (b) Delivery schedule offered in the tender;
 - (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) The availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;

20.4 The evaluation would be done for all the items put together. The items for which no rates have been quoted would be treated as zero and the total amount would be computed accordingly. The tenderer who has quoted for partial quantity of any one or more item(s) would be treated as non-responsive. Purchaser will award the contract to the responsive tenderer, whose total cost for all the items put together is the lowest. However only for the purpose of obtaining the unit price separately for all items, "Item wise evaluation method" has been activated, but actual evaluation shall be as said above.

Contacting the Purchaser

- 20.5 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 20.6 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

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

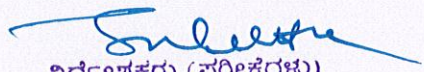
- 26.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 26.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall enter into an agreement with the Purchaser on Rs.200/- Stamp Paper (being First party as Purchaser & Second party as Supplier) and return to the Purchaser.

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 6.1), in the Performance Security 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.

28 Corrupt or Fraudulent Practices

- 28.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
- a) defines, for the purposes of this provision, the terms set forth as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- (iii) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.
- 28.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.


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

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) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, 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;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "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. Use of Contract Documents and Information; Inspection and Audit by the Government

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights;

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 07 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 including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 36 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 6.2 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.
- 6.3 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.

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

- 6.4 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 stated in Clause of SCC

- 6.5 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.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods 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.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier, before the delivery to the final destination. The Supplier shall have extend all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 The Quality inspections and tests are to be conducted by any Central or State Government Undertaking or any third party vendor empaneled by the Central or state Government.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.6 Manuals and Drawings
- 7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.
- 7.7 For the System & Other Software the following will apply :
The Supplier shall provide complete and legal documentation of hardware, all sub- systems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.
- 7.8 Acceptance Certificates:
- 7.8.1 On successful completion of acceptability test, receipt of deliverables etc, and after the

purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery of service and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within 3 months of placement of order.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 Warranty shall remain valid for 36 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 36 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC4; OR
- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual

guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.

- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 36 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 3 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 14.6 The Supplier shall guarantee a 90% uptime of Multi copier machines and Printers /peripherals
- 14.7 If any Multi copier machines and Printer system (s) gives continuous trouble, say six times in a month during the Warranty period, the Supplier shall replace the system(s) with new system(s) without any additional cost to the Purchaser.

14.8 Maintenance Service:

- (i) Free maintenance services shall be provided by the Supplier during the period of warranty
- (ii) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours.
- (iii) It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 100 per day. The amount of penalty will be recovered from the Performance Security guarantee during warranty period. During annual maintenance contract period, the penalty of Rs. 100 per day will be recovered from the amount of annual maintenance charges.
- (iv) The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

15. Payment

- 15.1 Payment shall be made in complete after the successful supply, installation and commissioning of Multi copier machine and Printer by the supplier.
- 15.2 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.
- 15.3 No advance payment will be made by the Department to carry out the tendered work. Payments will be made after satisfactory completion of work and as per payment slabs at clause 12.1.

15.4 Payment shall be made in Indian Rupees.

16. Prices

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

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the followings:

- a. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. The method of shipping or packing;
- c. The place of delivery; and/or
- d. The Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

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

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 No Sub-contracting shall be allowed

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performances of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 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, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or 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 equivalent to 0.5% of the delivered price of the total value of the goods pertaining to particular district for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 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 Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; 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.

For the purpose of this Clause :

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Not with standing the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

26.3 To have any portion completed and delivered at the Contract terms and prices; and/or

26.4 To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) The Purchaser shall pay the Supplier any monies due the Supplier.

28 Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement,

- a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30 Applicable Law

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

31 Notices

31.1 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.

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

32 GST and Duties

32.1 Suppliers shall be entirely responsible for all GST, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

33 Debarment/Black listing:

33.1 The KSEEB 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 KSEEB 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 KSEEB shall be without prejudice to other rights of actions available to the KSEEB against the bidder/supplier under the tender terms & conditions.

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 Karnataka Secondary Education Examination Board.
- (b) The Supplier is (To be filled at the time of Contract signature)

2. Inspection and Tests (GCC Clause 7)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate.
- (ii) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified.
- (iii) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email/cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;

- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

The following services shall be furnished and the cost shall be included in the contract price:

- a. Performance of the on-site assembly, commissioning and supply of packed items to all the districts.
- b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- c. **Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.**
- e. Maintenance and/or repairs of the supplied goods for a period of 3 year during the warranty period.

5. Payment (GCC Clause 15)

- (i) 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 6 & 7, and upon fulfillment of other obligations stipulated in the contract.

Payment shall be made in Indian Rupees.

Sl. No	Payment	Amount payable
1	After the receipts of "supply, installation and commissioning report of the equipment by the Board.	90% of the quoted cost
2	Comprehensive Maintenance and Warranty Services for 5 years (Yearly 1-time x 5 Years) after the submission of Annexure-XVI	2% for each year

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of 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 should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the ⁹Indian 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.

- (b) Arbitration proceedings shall be held at Bengaluru, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the Arbitrator shall be final and binding upon both parties. 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.

7. Notices (Clause 30)

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

Purchaser: Karnataka Secondary Education Examination Board,
6th cross, Malleshwaram, Bengaluru-560 003

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

.....

8. Progress of Supply:

Supplier shall regularly intimate, on day to day basis, the progress of supply, in writing, to the Purchaser as under

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;

9. Right to use defective equipment:

If after delivery and acceptance and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

- i. The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- ii. The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause

of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

- iii. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- iv. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

13. Site Preparation and Installation :

Deleted

14. Hardware Installation:

The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation before the dispatch of equipment. The Supplier shall install OS and configure before dispatching.

15. Hardware Maintenance:

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine11 worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

16. Training:

Deleted

17. Technical Documentation :

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

18. The Director(Exams), KSEEB holds the discretionary power to waive off any penalty fully are partially mentioned under Clause 21 of GCC based on valid reason.

SECTION V: SCHEDULE OF REQUIREMENTS



As per section II Clause 23, the Director(Exams), KSEEB, reserves the right to increase or decrease 25% of the above requirements.

Time schedule for the supply is tentative and shall be as follows;

“supply, installation and maintenance of Multi copier machine and Printer”

Sl. No.	Description	Approximate quantity	Delivery Schedule	EMD in Rupees
01	Supply, installation, commissioning and maintenance of Multi copier machines and Printers	MFD 03 Nos. Printer 04 Nos	Equipment needs to be ready for Pre deliver inspection within 30 days from the date of issue of Supply order. Equipment needs to be delivered within 07 days from the date of issue of quality check clearance is given.	Rs.14,000/-

Note: Soon after the receipt of the quality test certificate/Check Clearance from the competent authority, the supplier should supply the goods in accordance with the Clause (b) & strictly adhere to the delivery schedule.


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


SECTION VI - TECHNICAL SPECIFICATIONS

Multi copier machine and Printer with following specifications shall have to be supplied without any deviation; Specification of following equipment.

ANNEXURE			
Specification of Multi Copier Machine and Printer			
1	Model Name	Vendor Name	Specification
2	Resolution	2400 x 1200 dpi (Equivalent)	
3	Print Speed	2000 ppm (A4)	
4	Print Weight	60gsm	
5	Print Size	A4, B5, A5, Legal, Letter, Statement, Executive, Foolscap, 3x5 Index Card, Indian Legal Envelope, COM10, Monarch, C5, DL	
6	PAPER HANDLING SPECIFICATION		
7	Paper Input	Standard Cassette	250 sheets
8	Paper Input	Multi-Purpose Tray	1 sheet
9	Paper Input	Maximum Paper Capacity	251 sheets
10	Paper Output (Based on A4 0/m)	100 sheets	
11	Paper Size	Standard Cassette	A4, B5, A5, Legal, Letter, Statement, Executive, Foolscap, 3x5 Index Card, Indian Legal Envelope, COM10, Monarch, C5, DL Custom: Width 76.2 to 216.0 mm x Length 107.0 to 356.0 mm
12	Paper Size	Multi-Purpose Tray	A4, B5, A5, Legal, Letter, Statement, Executive, Foolscap, 3x5 Index Card, Indian Legal Envelope, COM10, Monarch, C5, DL Custom: Width 76.2 to 216.0 mm x Length 107.0 to 356.0 mm
13	CONNECTIVITY & SOFTWARE		
14	Standard Interfaces	Wired	USB2.0 High Speed, 10BASE-T/100BASE-TX

(Handwritten signatures and marks)

19	Operating System	Windows 10 Pro 64-bit
20	GENERAL SPECIFICATION	
21	Device Memory	4 GB
22	Dimensions (WxDH)	380 x 385 x 245 mm
23	Toner Cartridge's	Cartridge 837: 2,400 pages (bundled cartridge: 1,700 pages)
24	Monthly Duty Cycle	18,000 pages
25	Warranty	3 years onsite warranty

The proposal for the purchase of Printers was put before the TAP committee. The committee members suggested networking of all the printers proposed in the annexure to the DSERT Office. Director, DSERT submitted that the printers would be used in each floor in the office comprising of 4 floors. The TAP committee has approved the common specifications for Printer as mentioned in the above Annexure-7 for the department DSERT & Government Printing Press.

Handwritten signatures and initials, including a circular stamp on the left.

ANNEXURE -10

TAP Committee Approved Specifications of Printer

Sl.No	Description	Specifications
1	Print Speed copy Speed	*32ppm +/-5ppm (A4)
2	Resolution	1200x1200 DPI or 1440000DPI
3	Size	A4 legal
4	Memory	128 MB or higher
5	Processor	500MHz or better
6	Input Paper capacity	250 Sheets
7	Duplex	Automatic
8	Duty Cycle	10000 Pages or better
9	ADF	50 Sheets+/-10 Sheets
10	Emulation	PCL, 5e PCL 6
11	Scan	Colour and Mono
12	Printing	Network Printing and or USB printing
13	Port	USB 2 Ethernet 10/100
14	Warranty	5 years onsite warranty End to End

The proposal for the purchase of Printers for District Libraries was put before the TAP committee.

The committee members suggested enhancing the warranty of the printer from 3years to 5 years. The TAP committee has approved the specifications for Printers as mentioned in the above Annexure- 10 for the Department - Public Libraries.

* 27 ppm or higher

(Handwritten signatures and initials)

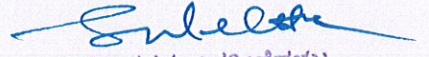

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(Handwritten signature)
ನಿರ್ದೇಶಕರು (ಪರಿಷ್ಕರಣೆ)
ಕರ್ನಾಟಕ ಪ್ರೌಢ ಶಿಕ್ಷಣ ಪರಿಷತ್ ಮಂಡಳಿ
ಬೆಂಗಳೂರು - 560 003

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2 of ITT)

1. The Tenderer should be the original equipment manufacturer (OEM) or an authorized dealer of OEM. Proof of the same should be submitted along with the tender document in the format enclosed at Section XIII.
2. If the Tenderer
 - a. is a manufacturer of the hardware that is being sought to be supplied as per this tender process, then the average annual turnover for the last 3 years shall not be less than 5 crores.
 - b. is an authorized dealer, then the dealer should have achieved cumulative sales turnover of not less than Rs.30 Lakhs (Rupees Thirty Lakhs only) in the past 3 years.
3. The Tenderer should submit the documents to prove similar experience in the past 3 years as per Section XII.
4. The Tenderer should submit proof of Permanent Account Number (PAN) assigned by the Income Tax Department. Copy of the PAN card of the firm has to be uploaded as detailed below
 - 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.
5. The Tenderer shall have to furnish the Audited balance sheet and Profit and Loss account for the Financial years 2018-19, 2019-20 and 2020-21 (preferably annual report of the company).
6. The Tenderer shall have to furnish the Income-tax Returns filed for the financial years 2018-19, 2019-20 and 2020-21 (i.e. Assessment Year 2019-20, 2020-21 & 2021-22 respectively).
7. The Tenderer shall have to furnish the GST Registration certificate.
8. The Tenderer shall have to provide complete compliance to the technical specifications of the Multi copier machines and Printers to be supplied.
9. The tenderer should furnish details of Service Centres and information on service support facilities that would be provided for the warranty period.
10. EMD of Rs.14,000/- should be credited to CeG account as per IFT Clause (4)/ ITT Clause 11.


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


SECTION VIII: TENDER FORM

Office of the Director(Exams), Karnataka Secondary Education Examination Board,
6th Cross, Malleshwaram, Bengaluru – 560 003.

The supply, installation and maintenance of Multi copier machine and Printer

From,

To,
The Director(Exams),
Karnataka Secondary Education Examination Board,
6th Cross, Malleshwaram, Bengaluru – 560003.

Sir,

Having examined the Tender Documents including Addenda B6/DPSLC/01/PRINTER/2021-22. DATE-25.02.2022. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for “**supply, installation and maintenance of Multi copier machines and Printers**” 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% 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 thisday of 20

(signature)

(SCAN AND UPLOAD)


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

SECTION VIII-A

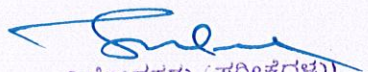

TECHNICAL BID

S.N	Details required	Uploaded (Yes/ No)
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	Document to prove that the bidder is the original equipment manufacturer (OEM) or an authorized dealer of OEM (Section XIII)	
4	Previous experience in the format mentioned under Section XII	
5	Annual turnover for the 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 the years 2018-19, 2019-20 and 2020-21.	
8	Income Tax returns filed for the years 2018-19, 2019-20 and 2020-21. (i.e. Assessment Year 2019-20, 2020-21 & 2021-22).	
9	GST Registration certificate	
10	Compliance to Technical specifications as per section XIV	
11	List of service centers within the State of Karnataka (Section XV)	

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

Seal and signature of the Tenderer

(SCAN AND UPLOAD)




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


SECTION VIII-B

PRICE SCHEDULE

Schedule No.	Item Description	Quantity and Unit	Price for each Unit					Total Price (3x8)
			Ex- factory/ Ex-warehouse/ Ex-showroom/ off- the shelf	Excise duty if any	Inland transportation, insurance and other local costs incidental to delivery	Sales and other GST payable if contract awarded	Unit Price (4+5+6+7)	
1	2	3	4	5	6	7	8	9
1	Supply, installation, commissioning and maintenance of Multi copier machines.	03 Nos.						
2	Supply, installation, commissioning and maintenance of Printers.	04 Nos.						
	Total							

Total tender price in Rs
(Words).....


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


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:

SI.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:.....


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

SECTION XI.

PERFORMANCE SECURITY FORM

To:

(Name of Purchaser)

.....
(Name of Supplier)

WHEREAS

hereinafter called "the Supplier" has undertaken, in pursuance of Contract dated,.....

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:.....
.....
.....


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


SECTION XII

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

Proforma for Performance Statement of the last three years for "supply, installation and maintenance of Multi copier machine and Printer"


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)


ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
ಕರ್ನಾಟಕ ಪೌರ ಶಿಕ್ಷಣ ಪರಿಷತ್ ಮಂಡಳಿ
ಬೆಂಗಳೂರು - 560 003

SECTION XIII:- 'MANUFACTURERS AUTHORIZATION FORM'

(Please see Clause 11.2(a) of Instructions to Tenderers)

No.
To

dated

Dear Sir:

IFT No.

We..... who are established and reputable manufacturers of
.....(name and description of goods offered) having factories at(address of factory) do hereby
authorize M/s.....(Name and address of Agent) to submit a tender, and sign the contract with you
for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s _____ are authorized to tender,
and conclude the contract for the above goods manufactured by us, against this specific IFT. (This para should be
deleted in simple items where manufacturers sell the product through different stockists.)



We hereby extend our full guarantee and warranty as per Section XIII of the tender document and of the General
Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed
by a person competent and having the power of attorney to legally bind the manufacturer. It
should be included by the Tenderer in its tender.


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


SECTION XIV
COMPLIANCE TO TECHNICAL SPECIFICATIONS OF Multi copier machine and
Printers

6	OPERATING SPECIFICATION		
7	Paper Input (Based on A4 dim2)	Capacity	250 sheets
8		Multi-Purpose Tray	1 sheet
9		Maximum Paper Capacity	251 sheets
10	Paper Output (Based on A4 dim2)	Capacity	100 sheets
11	Paper Size	Standard Cassette	A4, B5, A6, Legal 1, Letter, Statement, Executive, Foolscap, 3x6 Index Card, Indian Legal Envelope, COM10, Monarch, C5, DL Custom: Width 76.2 to 216.0 mm x Length 210.0 to 355.0 mm
12		Multi-Purpose Tray	A4, B5, A6, Legal 1, Letter, Statement, Executive, Foolscap, 3x6 Index Card, Indian Legal Envelope, COM10, Monarch, C5, DL Custom: Width 76.2 to 216.0 mm x Length 217.0 to 355.0 mm
13	CONNECTIVITY & SOFTWARE		
14	Standard Interfaces	Wired	USB2.0 High Speed, 10BASE-T/100BASE-TX

[Handwritten signatures and marks]

16		
17		
18		
19		
20	GENERAL SPECIFICATION	
21	RAM Memory	512 MB
22	Dimensions (W x D x H)	380 x 460 x 245 mm
23	Paper Capacity	Cartridge 997: 2,400 pages (bonded weight: 1700 g/m ²)
24	Monthly Duty Cycle	15,000 pages
25	Warranty	3 years on-site warranty

The proposal for the purchase of Printers was put before the TAP committee. The committee members suggested networking of all the printers proposed in the annexure in the DSERT Office. Director, DSERT submitted that the printers would be used in each floor in the office comprising of 3 floors. The TAP committee has approved the common specifications for Printers as mentioned in the above Annexure-7 for the department DSERT & Government Printing Press.

[Handwritten signatures]

ANNEXURE -10

TAP Committee Approved Specifications of Printer

Sl.No	Description	Specifications
1	Print Speed copy Speed	32ppm +/-5ppm (A4)
2	Resolution	1200x1200 DPI or 1440000DPI
3	Size	A4 legal
4	Memory	128 MB or higher
5	Processor	500MHz or better
6	Input Paper capacity	250 Sheets
7	Duplex	Automatic
8	Duty Cycle	10000 Pages or better
9	ADF	50 Sheets+/-10 Sheets
10	Emulation	PCL, 5e PCL 6
11	Scan	Colour and Mono
12	Printing	Network Printing and or USB printing
13	Port	USB 2 Ethernet 10/100
14	Warranty	5 years onsite warranty End to End

The proposal for the purchase of Printers for District Libraries was put before the TAP committee.

The committee members suggested enhancing the warranty of the printer from 3years to 5 years. The TAP committee has approved the specifications for Printers as mentioned in the above Annexure- 10 for the Department - Public Libraries.

* 27 ppm or higher
J. J. J. J.

20


SECTION XV

SERVICE SUPPORT FORM

<u>Name of the Service Centre</u>	<u>Number of Technical staff available</u>	<u>Location with address and telephone</u>	<u>Service support facilities that would be provided</u>

Seal and Signature.....

(SCAN AND UPLOAD)


ನಿರ್ದೇಶಕರು (ಪರಿಷ್ಕರಣೆ)
ಆನಾಹುಲ ಪಟ್ಟಣ ಶಿಕ್ಷಣ ಪರಿಷತ್ ಮಂಡಳಿ
ಬೆಂಗಳೂರು - 560 003

SECTION XVI

ANNUAL MAINTENANCE REPORT

Report for the period from _____ to _____

Name of the Section (with full address): _____

Status of the MCM & Printer supplied & installed:


Sl. No.	Item Name	Serial Number/s	Preventive Maintenance		Remarks by Section officer
			Working	Not Working	
1.					
2.					
3.					
4.					
5.					

Signature of Engineer

Date:

Signature of the Section officer

(stamp seal)


ನಿರ್ದೇಶಕರು (ಪರಿಶೋಧಕರು)
ಕರ್ನಾಟಕ ಪ್ರೌಢ ಶಿಕ್ಷಣ ಪರಿಷತ್ ಮಂಡಳಿ
ಬೆಂಗಳೂರು - 560 003