



GOVERNMENT OF KARNATAKA

**KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD,
6TH CROSS, MALLESHWARAM, BENGALURU – 560 003.**

**e-TENDER NOTIFICATION FOR THE “SUPPLY OF VARIOUS
TYPES OF PRE-PRINTED PASS CERTIFICATES, ALONGWITH,
RESIZING/PORTRAIT ORIENTATION/CROPPING OF
PHOTOS, OVER PRINTING OF VARIABLE DATA, AND
LAMINATION (SSLC ONLY) PERTAINING TO 2023 S.S.L.C.,
AND OTHER EXAMS”.**

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

Address for communication:

**DIRECTOR, EXAMS
KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD,
6TH CROSS, MALLESHWARAM, BENGALURU – 560 003.
Phone No's: 080-23349434 Fax: 080- 23347670**

WEB SITE: <https://kseab.karnataka.gov.in>



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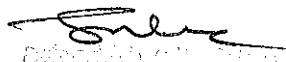
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TENDER SCHEDULE

e-TENDER NOTIFICATION FOR THE “SUPPLY OF VARIOUS TYPES OF PRE-PRINTED PASS CERTIFICATES, ALONGWITH, RESIZING/PORTRAIT ORIENTATION/CROPPING OF PHOTOS, OVER PRINTING OF VARIABLE DATA, AND LAMINATION (SSLC ONLY) PERTAINING TO 2023 S.S.L.C., AND OTHER EXAMS”.

1	TENDER REFERENCE NO & DATE	No.: KSEEB/DPIE/B3(POSM)/1/2022-BSEC/8724 DATE- 02.03.2023
2	APPROXIMATE VALUE OF TENDER	Rs. 69,48,200/-
3	EMD AMOUNT	Rs. 1,39,000/-
4	TENDER COMMENCEMENT DATE	03.03.2023
5	PRE-BID MEETING	10.03.2023 12.00 pm
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	17.03.2023 04.00 pm
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	20.03.2023 12.00 pm
8	TENTATIVE TIME AND DATE OF OPENING OF COMMERCIAL BIDS	24.03.2023 04.00 pm
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD, 6 TH CROSS, MALLESHWARAM, BENGALURU – 560 003.


ದಿರೇಕ್ಟರ್, ಪರೀಕ್ಷೆಗಳು,
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರೀಕ್ಷಾ ಮತ್ತು
ಮೌಲ್ಯಮಾಪನ ಮಂಡಳಿ,
6^{ನೇ} ಕ್ರಾಸ್, ಮಲ್ಲೇಶ್ವರಂ-00

e-TENDER NOTIFICATION FOR THE “SUPPLY OF VARIOUS TYPES OF PRE-PRINTED PASS CERTIFICATES, ALONGWITH, RESIZING/PORTRAIT ORIENTATION/CROPPING OF PHOTOS, OVER PRINTING OF VARIABLE DATA, AND LAMINATION (SSLC ONLY) PERTAINING TO 2023 S.S.L.C., AND OTHER EXAMS”.

SECTION I : INVITATION FOR TENDER (IFT)

IFT NO : KSEEB/DPIE/B3(POSM)/1/2022-BSEC/8724

The Director, Exams, Karnataka School Examination and Assessment Board, 6th cross, Malleshwaram, Bengaluru-560003, invites e-tenders from eligible bidders for “notification for the supply of various types of pre-printed pass certificates, along with, resizing/portrait orientation/cropping of photos, over printing of variable data, and lamination (SSLC only) pertaining to 2023 S.S.L.C., and other exams”.

1. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
2. Tender documents may be downloaded from www.eproc.karnataka.gov.in and <https://kseab.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
3. The Earnest Money Deposit shall be credited to the account of Centre for e- governance.
 - a. through credit card
 - b. internet banking
 - c. National Electronic Fund Transfer
 - d. Remittance over the counter in the selected branches of ICICI Bank in BengaluruThe supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK’s central pooling a/c held at ICICI Bank
4. Technical bids will be opened as per the tender schedule, 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.
5. Other details can be seen in the tender documents.

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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 provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation of 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 or should not have been black listed.

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Director, Exams, K.S.E.A. 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

3. Contents of Tender Documents

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

- Instructions to Tenderers (ITT);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Tender Form and Price Schedules;
- Earnest Money Deposit Form;
- Contract Form;
- Performance Security Form;

3.2 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.

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing at the time of pre-bid meeting or within last Date & Time specified for Tender Queries/Clarifications. The Purchaser will publish the respond in writing to any request for clarification of the tender documents on e-procurement portal only.

5. AMENDMENT OF TENDER DOCUMENTS

5.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal.

5.2 In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.

5.3 Pre-bid meeting shall be held as per the tender schedule at KSEAB, 6th Cross, Malleshwaram, Bengaluru-560 003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till the date of Pre-bid meeting.

C. PREPARATION OF TENDERS

6. Language of Tender

6.1 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. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents constituting the Tender

The tender prepared by the Tenderer shall comprise the following components:

- a) A Tender Form and price Schedule completed in accordance with ITT Clauses 8,9 and 10.
- b) Documentary evidence established in accordance with ITT Clause 11 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 12 that the services to be supplied by the Tenderer conform to the tender documents; and
- d) Earnest Money Deposit furnished in accordance with ITT Clause 13.

8. Tender Form

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

9. Tender Prices

9.1 The tenderer shall indicate on the price schedule, the unit price and total tender prices if the goods it proposes to supply under the Contract. tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which

such tenders will not be taken into account for evaluation and will not be considered for award

9.2 Prices on the Price Schedule shall be entered in the following manner:

- i Including 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 taxes 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 taxes 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; and
- iv the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 Deleted

9.4 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 22.

7.1 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.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 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.

11.2 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) Deleted
- (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 five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents establishing the Goods' Eligibility and Conformity to Tender Documents.

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

- (a) Documents to prove the ownership of Plate making machines, Web Offset Printers, online printing machines, ruling, numbering, folding, cutting and stitching machines.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, The tender shall furnish as a part of its tender, Earnest Money Deposit as specified in Section V – Schedule of Requirements. shall be credited to the account specified by the of Centre for e governance.

13.2 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 ITT Clause 13.7

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

- (a) at the tenderer's option, be in the form of either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savings instruments;
- (b) the bank guarantee be substantially in accordance with the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;
- (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
- (d) be submitted in its original form; copies will not be accepted; and
- (e) remain valid for a period of 60 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above (unless the category of tenderer has been specifically exempted by the Karnataka Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 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.

13.7 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 22.2; 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.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 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 13 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.

15. Format and Signing of Tender

15.1 The successful submission of tender by the bidder will constitute the signing of the tender by the Tenderer. (Tender document uploaded in the e-procurement portal).

15.2 Deleted.

15.3 Deleted.

15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. SUBMISSION OF TENDERS

16. Submission of Tenders

16.1 Deleted

16.2 All tenderers should submit their tenders through e-procurement portal only.
Deleted

16.3 Deleted

16.4 Telex, Cable or facsimile tenders will be rejected.

16.5 Tender should be submitted in 2 cover system

1. Technical bid (cover-I) as per section VII qualification criteria.
2. Commercial bid (cover-II) as per section VII qualification criteria.

17. Deadline for Submission of Tenders

17.1 Tenders must be uploaded and signed as specified under ITT Clause 16.2 not 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.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, 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.

18. Late Tenders

18.1 e-procurement web-portal will not be accessible after the deadline and hence no late submission is possible and allowed.

19. Modification and withdrawal of Tenders:

19.1 The Tenderer may modify or withdraw its tender after the tender's submission, for any number of times prior to the deadline prescribed for the submission of bids with no extra cost.

19.2 Deleted

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. TENDER OPENING AND EVALUATION OF TENDERS

20. Opening of Tenders by the Purchaser

20.1 The Purchaser will open Technical Bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend at the Office of the Director, Exams, Karnataka School Examination and Assessment Board, 6th Cross, Malleshwaram, Bengaluru – 560003.

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.

20.2 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.

20.3 The Purchaser will prepare minutes of the technical bid evaluation and publish the same in e-portal.

21. Clarification of Tenders

21.1 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.

22. Preliminary Examination

22.1 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.

22.2 Deleted

22.3 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 Tenderer does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

22.4 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.

22.5 Prior to the detailed evaluation, pursuant to ITT Clause 23, 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), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) 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.

22.6 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.

22.7 However, Tender Inviting authority or the Tender Accepting authority or the Tender Scrutiny Committee may seek bona fide clarifications from tenderers relating to the tenders submitted by them during the evaluation of tenders.

23. Evaluation and Comparison of Tenders

23.1 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.

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

(a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 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 taxes 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 cost of components, mandatory spare parts and service;

(e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;

(f) the projected operating and maintenance costs during the life of the equipment; and

(g) the performance and productivity of the equipment offered.

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

(a) Inland Transportation, Insurance and Incidentals:

(i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

(b) Delivery Schedule:

(i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and

tenders offering delivery beyond 3months of stipulated delivery period will be treated as unresponsive.

(c) Deviation in Payment Schedule:

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of4 percent per annum.

(d) Cost of Spare Parts:

(i) Appendix..... To the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial.... Year period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

(ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

(iii)The Purchaser will estimate the cost of spare parts usage in the initial year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

(e) Spare Parts and After Sales Service Facilities in India:

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

(f) Operating and Maintenance Costs:

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:

(i) fuel costs shall be based on kms/hours of operation per year for years at a fuel price of Rs.....;

(ii) spare parts costs shall be based on kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and

(iii) all future costs will be discounted to present value at a discount factor of .10 percent.

(g) Performance and Productivity of the Equipment:

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs..... will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR

(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

24. Contacting the Purchaser

24.1 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.

- 24.2 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

25. Post qualification;

- 25.1 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 11.2(b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will consider the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 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.
- 25.4 If Required the Purchaser will form a committee comprising technical expert and officers of the Board to inspect the capacity of the printer. The Committee will inspect the printing unit either physically or through virtually. If the bidder does not have the capacity as per the Committee report the particular bidder will be categorically disqualified in the technical bid irrespective of the bidder is empanelled under IBA.

26. Award Criteria;

- 26.1 Subject to ITT Clause 28, 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.

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

- 27.1 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. However, after the contract award also at the time issue of supply order the quantity for main exam will be based on the number of applicants and for supplementary exam number of fail candidates in the main exam.

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

- 28.1 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.

29. Notification of Award

- 29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit, pursuant to ITT Clause 13 to each unsuccessful Tenderer.
- 29.4 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.

30. Signing of Contract

- 30.1 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.
- 30.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract Form on Rs. 500/- non-judicial stamp paper purchased by the vendor being First party as The Director (Exams), K.S.E.A.Board and return it to the Purchaser.

31. Performance Security

- 31.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 31.2 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.

32. Corrupt or Fraudulent Practices

- 32.1 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;

(b) 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;

(c) 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.

32.2 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)
ಶಾಖಾಟಕ ಶಾಲಾ ಪರೀಕ್ಷೆ ಮತ್ತು
ಪ್ರಶೋತ್ತರಣೆಯ ಮಂಡಳಿ
ಮಲ್ಲೇಶ್ವರಂ, ಬೆಂಗಳೂರು-೦೩

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) "Goods" means all the materials which the Supplier is required to supply to the Purchaser under the Contract and the same treated as "Work Contract";
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "SCC" means the Special Conditions of Contract.
- (f) "The Purchaser" means the organization taking the Services, as named in SCC.
- (g) "The Service Provider" means the individual or firm supplying and providing the Goods and Services under this Contract.
- (h) "The Government" means the Government of Karnataka State.
- (i) "The State" means the Karnataka State
- (j) "The Project Site" where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.
- (l) "BEO" Block Education Officer in each Revenue Taluk/Educational Taluk across the state.
- (m) "LOA" means Letter of acceptance.

Note: Where ever has been mentioned as "services" shall be considered as "e-tender notification for the supply of various types of pre-printed pass certificates, along with, resizing/portrait orientation/cropping of photos, over printing of variable data, and lamination (SSLC only) pertaining to 2023 S.S.LC., and other exams".

Application

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

2. Standards

2.1 The service 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.

3. Use of Contract Documents and Information; Inspection and Audit by the Government

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.

4. Patent Rights

- 4.1 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.

5. Performance Security

- 5.1 Within 7 days of receipt of the notification of contract award, the Service Provider 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 obligation. (i.e. 12 months from the date of Contract.)
- 5.2 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.
- 5.3 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 cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
 - (c) Specified small savings instruments duly pledged to the Purchaser.
- 5.4 The Performance Security will be discharged by the Purchaser and returned to the

Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

- 5.5 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.

6. Inspections and Tests

- 6.1 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. 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.
- 6.2 The inspections and tests of paper may be conducted on the premises of the Supplier, at point before starting the printing activity for ensuring quality of the paper purchased and/or at the Goods final destination. If conducted on the premises the supplier shall extend reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 Should any inspected or tested Goods fail or any deviations found against the the specifications, the Purchaser shall deduct penalty as mentioned Section-III.
- 6.4 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.
- 6.5 Nothing in GCC Clause 7 shall in any way release the Service Provider any warranty or other obligations under this Contract.

7. Packing

- 7.1 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.
- 7.2 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 Schedule of Requirement and in any subsequent instructions ordered by the Purchaser.
- 7.3 Packing Instructions: The Supplier will be required to make separate packages as per the instruction of the Purchaser.

8. Delivery of service and Documents

- 8.1 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.

9. Insurance

- 9.1 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.

10. Transportation

- 10.1 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.

11. Incidental Services

- 11.1 The supplier may be required to provide all services, included in the Technical Specification, specified in Section V.
- 11.2 The supplier compulsorily shall include the Prices for the incidental services, in the tender Price.

12. Spare Parts

"Not Applicable"

13. Warranty

- 13.1 The Supplier warrants that the Goods supplied under this Contract and 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.
- 13.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14. Payment

- 14.1 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents along with the acknowledgments form respective 204 BEO, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 14.2 No advance payment will be made by the Department to carry out the tendered work. Payments after deducting tax at source as per law prevailing at the time will be made only after satisfactory completion of tendered work.
- 14.3 Payment process shall be initiated after receiving the quality test report as mentioned in the Section VII.
- 14.4 Payment shall be made in Indian Rupees.
- 14.5 Payment shall be made after deducting TDS under GST(If applicable only) and Income-tax at the prevailing rates.

15. Prices

- 15.1 Prices payable to the Service Provider as stated in the contract shall be firm during the performance of the contract.

16. Change Orders

- 16.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (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.

- 16.2 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.

17. Contract Amendments

- 17.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

- 18.1 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.

19. Subcontracts

- 19.1 No Subcontracts are allowed.

20. Delays and discrepancies in the Supplier's Performance

- 20.1 Performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

- 20.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the goods and performance of Services, the Service Provider 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 Service Provider's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Service Provider'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.

- 20.3 Except as provided under GCC Clause 24, 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.

- 20.4 If any defected marks cards are supplied same shall be replaced with new marks card without any additional cost.

21. Liquidated Damages

- 21.1 **SSLC Exams:** If the tenderer fails to deliver the certificates pertaining to SSLC exam within the stipulated period(s) i.e., 25 days for the 1st stage data of main exam, 7 days for the 2nd stage data of main exam and 10 days for the supplementary exam that includes pre-printing, resizing/portrait orientation/cropping of photos, overprinting & lamination, packing and transport, without prejudice to its other remedies under the Contract, the Purchaser shall deduct liquidated damages from the Contract Price for a sum of ₹ 5,000/- per day for the first five days and subsequently, penalty per day shall be enhanced by Rs. 5,000/- on the prevailing penalty after every five days and thereon till the completion of the supply (Refer table below).

Sl. No	Number of Delays	Penalty per Day
1	For the first 5 days	Rs. 5,000
2	From 6 th to 10 th day	Rs.10,000
3	From 11 th to 15 th day	Rs.15,000
4	From 16 th to 20 th day	Rs.20,000
5	From 21 st to 25 th day	Rs.25,000
Above formula will continue till the completion of supply		

Other Exams: If the tenderer fails to deliver the certificates pertaining to Other Exams within the stipulated period(s) i.e., 15 days for the from the date of final proof approval, without prejudice to its other remedies under the Contract, the Purchaser shall deduct liquidated damages, a sum equivalent to 2% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof 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.

- 21.2 The Purchaser may consider termination of the Contract pursuant to GCC Clause 17 after the delay of 25 days for SSLC Main Exam, 10 days for SSLC Supplementary Exam, 10 for days for other exams, along with the non-issuance of "Satisfactory Work Completion Certificate" and bidder may be prohibited from participation for all the procurements from the Board for a period of two years.
- 21.3 A penalty of ₹ 50/- (Rs. Fifty only) shall be levied on the Service Provider for each Photo Mismatch, Damaged Marks card and Missing Marks card. But no additional cost shall be paid for such reprinted Marks cards.
- 21.4 A penalty of ₹ 100/- (Rs. One Hundred only) shall be levied on the Service Provider for each incorrect linking of pre-printed marks card serial number with the register number of the concerned student whose variable data is overprinted on the pre-printed marks card.
- 21.5 A penalty of ₹ 5,000/- (Rs. Five Thousand only) shall be levied on the Service

Provider for each data mismatching marks card.

- 21.6 Any breach of confidentiality shall lead to blacklisting of the bidder along with forfeiture of performance security..

22. Termination for Default

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

- (a) if the Service Provider fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) If the Service Provider, 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 anything 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 Borrower, 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 Borrower of the benefits of free and open competition.

- 22.2 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, Services like those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

- 23.1 Notwithstanding 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.
- 23.2 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.
- 23.3 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.

24. Termination for Insolvency

24.1 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.

25. Termination for Convenience

25.1 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.

25.2 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:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) 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.

26. Settlement of Disputes

26.1 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.

26.2 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.

26.3 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.

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

26.5 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.

27. Limitation of Liability

27.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(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.

28. Governing Language

28.1 The contract shall be written in English language. Subject to GCC Clause 30, 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 English or Kannada language.

29. Applicable Law

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


30. Notices

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

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

31. Taxes and Duties

31.1 Service Provider shall be entirely responsible for all taxes (Excluding GST), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to the Purchaser.


ನಿರ್ದೇಶಕರು (ಪರಿಷ್ಕರಣೆ)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರಿಷ್ಕರಣೆ ಮತ್ತು
ಪೂಲ್ಯನಿರ್ಣಯ ಮಂಡಲ
ಮೈಸೂರು, ಬೆಂಗಳೂರು-೦೩

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GCC Clause 1)

- (a) The Purchaser is the Director, Exams, Karnataka School Examination and Assessment Board, 6th Cross, Malleshwaram, Bengaluru – 560 003.
- (b) The Service Provider is Tenderer

2. Inspection and Tests

As per relevant clause mentioned in Section V

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by 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) Two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s);
- (iii) Copy of packing list identifying the contents of each package;
- (iv) Insurance Certificate;

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)

“As mentioned in Section V”

5. Payment (GCC Clause 15)

- (i) On Delivery and On Final Acceptance: Hundred percent of the contract price shall be paid on receipt of Goods, quality inspection report and upon submission of the documents specified in SCC Clause 3 above; If any deviation in quality report is found, penalty shall be deducted as mentioned in the Section XIII.

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 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 shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the 12 Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the of arbitrators 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 (GCC Clause 19)

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

Purchaser: The Director, Exams, Karnataka School Examination and Assessment Board, 6th Cross, Malleshwaram, Bengaluru-03

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

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under¹³:

- Quantity dispatched/delivered to consignees and date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any;

9. Right to use defective equipment:

Supplier shall replace the defective goods with immediate effect. Hence the use of defective goods shall not arise.

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:

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.

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.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

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. Taxes and Duties (GCC Clause 32)

As per the Ruling issued by the Karnataka Advance Ruling Authority of the vide No.: KAR ADRG 17/ 2022 Dated: 01.07.2022, Board is Educational Institution for the limited purpose of providing services by way of conduct of examination to the students as per Clause (iv) Notification No. 14/2018- Central Tax (Rate) New Delhi, the 26th July, 2018 issued for the amendments in the notification No.12/2017- Central Tax (Rate), dated the 28th June, 2017.

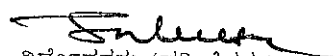
As per the above ruling, providing of services to the Board shall also be treated as providing of services to an Educational Institution. Printing of marks card, over-printing of variable data and lamination of the same, will constitute supply of service, hence it is exempted as per entry No. 66(Heading 9992) of Notification No.:12/2017-Central Tax (Rate), dated 28th June, 2017 as amended vide notification No.02/2018-Central Tax(Rate) dated 25th January, 2018. Accordingly, the bidder shall quote the price, inclusive of all taxes but exclusive of GST.

14. Evaluation and Comparison of Tenders (ITT Clause 23)

14.1 The evaluation would be done for all the schedules put together. Quoting rate for all items are mandatory, 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.

14.1 Item wise option has been activated in e-procurement portal for obtaining item wise rate; however, successful bidder will be evaluated as said above.

14.2 The price offered by the bidder is valid until the completion of the supply of the items as mentioned in the Schedule of Requirements or for one year from the date of entering in to Contract whichever is the earliest.


ನಿರ್ದೇಶಕರು (ಪರಿಷ್ಕೇಗಳು)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರಿಷ್ಕೇ ಮತ್ತು
ಮೌಲ್ಯನಿರ್ಣಯ ಮಂಡಲ
ಮಲ್ಲೇಶ್ವರಂ, ಬೆಂಗಳೂರು-03

SECTION V: SCHEDULE OF REQUIREMENTS

“Supply of various types of pre-printed pass certificates, along with, resizing/portrait orientation/cropping of photos, over printing of variable data, and lamination (SSLC only) pertaining to 2023 S.S.L.C., and other exams”.

As per section II Clause 23, the Director, Exams, KSEAB, reserves the right to increase or decrease 25% of the requirements as mentioned in Section-II Clause 10.

1. Time schedule for tender work shall follow as per Section VI, Clause 26.

Schedule 1-S.S.L.C. Exam

Brief Description of Work	Marks card Type	Approximate Quantity			Period of Execution	Delivery Destination
		Main Exam	Supplementary Exam	Blank Marks Card		
<u>Supply of pre-printed S.S.L.C. marks cards along with over printing of Variable data, and Lamination</u>	1. C.C.E. 80:20 Regular Marks cards	6,80,000	80,000	10,000	25 Days for 1 st stage data of Main exam, 7 days for 2 nd stage data of main exam and 10 days for supplementary exam from the date of final approval by the Board.	School wise, Block wise, District wise packed Marks cards shall be delivered to respective ‘Scrutiny Sections located at 2 nd and 3 rd Floors of the K.S.E.A.Board, Bengaluru
	2. C.C.E. 100 Private Fresh Marks	4,500	500	500		
	3. Regular repeater Marks cards	2,500	500	500		
	4. J.T.S Marks card-1	400	200	200		
	5. J.T.S Marks card-2	200	100	200		
	6. NSQF Marks card	400	100	200		
	7. New format marks card if introduced by the Board	400	200	200		
	Total	6,88,400	81,600	11,800		
	Grand Total	7,70,000		11,800		

Note:

- Quantity mentioned above is approximate only, Since the percentage of result is not predictable. Supply order shall be issued based on the result of the respective exams which may vary. In case of increase in the quantity, Board and Supplier shall enter in to additional contract for the quantity increased. In case of decrease in the quantity the contract already entered with the Board shall be valid for both the parties, but payment shall be made on the supply order issued by the Board.
- The Board keep the option to hand over the bulk data for overprinting to the printer in 1 stage or 2 stages. In the 1st stage data excluding the students who have applied for the re-valuation and re-totalling, in the 2nd stage data of remaining students. Marks card of 2nd stage data shall be supplied to the Board on or before 7 days form the data handed over by the Board. Delay after 7 days penalty as per GCC Clause 21.1. If the Board hands over the all data including the students who have applied for the re-valuation and re-totalling for over printing at the 1st stage only, then all marks card shall be supplied to Board on or before 25 days from the data of final VDP proof approval.
- The blank marks card format for the respective type of marks cards will differ from the format approved for the VDP bulk printing, Hence Proof for the respective type of Blank Marks cards will be approved separately, and apart from above mentioned quantity if Board requires any type of blank marks cards, the Board will issue separate supply order during the contract period. The minimum quantity per each format will 1,000. Tender shall quote the rate for blank marks considering the same.

Schedule 2-Other Exams

Brief Description of Work	Marks card Type	Approximate Quantity	Period of Execution	
<u>Supply of pre-printed other exams marks cards</u>	1. DELED 1st Year Marks card	6000	15 days from the date of final approval by the Board	
	2. DELED 2nd Year Marks card	6000		
	3. DELED Pass Certificate	6000		
	4. Office Automation and Graphic Designer Marks card	15000		
	5. Office Automation Pass Certificate	15000		
	6. Graphic designer Pass Certificate	3000		
	7. KOS New Marks Card-Type-1	1000		
	8. KOS New Marks Card-Type-2	1000		
	9. KOS New Marks Card-Type-3	6000		
	10. D.P.Ed 1st Year Marks card	200		
	11. D.P.Ed 2nd Year Marks card	200		
	12. D.P.Ed Pass Certificate	200		
	13. Diploma in Drama Arts Marks Card	30		
	14. Diploma in Drama Arts-Certificate	30		
	15. Diploma in Theatre Arts Marks Card	30		
	16. Diploma in Theatre Arts-Certificate	30		
	17. Film Acting Certificate Marks Card	30		
	18. Play Back Singing Marks Card	30		
	19. Instrumental Film Music Marks Card	30		
	<u>DTA Certificate</u>			
	20. Film Acting Certificate	30		
	<u>DTA Certificate</u>			
	21. Play Back Singing Certificate	30		
	<u>DTA Certificate</u>			
	22. Instrumental Film Music Certificate	30		
	23. Ustaniya Marks card	4000		
	24. Foukaniya Marks card	3000		
	25. Afzal-ul-ulma-Madyama Marks card	1000		
	26. Afzal-ul-ulma-Uttama Marks card	1000		
	27. Afzal-ul-ulma-Uttama Pass Certificate	1000		
	28. Commerce Marks Cards-Type-1(One Subject)	4000		
	29. Commerce Marks Cards-Type-2(Two Subject)	30000		
	30. Commerce Marks Cards-Type-3(Three Subject)	12000		
31. Drawing Higher Grade Marks card	18956			
32. Drawing Lower Grade Marks card	20154			
33. Special Music, Dance and Percussion	12,960			
	Total	1,67,970		
	Rounded Off Total	1,68,000		

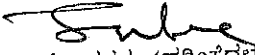
EMD: Rs. 1,39,000/-

Note:

- Quantity mentioned above is approximate only, Since the percentage of result is not predictable. Supply order shall be issued based on the result of the respective exams

which may vary. In case of increase in the quantity, Board and Supplier shall enter in to additional contract for the quantity increased. In case of decrease in the quantity the contract already entered with the Board shall be valid for both the parties, but payment shall be made on the supply order issued by the Board.

- 2) The blank marks card format for the respective type of marks cards will differ from the format approved for the VDP bulk printing for SSLC Exams, Hence Proof for the respective type of Blank Marks cards will be approved separately, and apart from above mentioned quantity if Board requires any type of blank marks cards, the Board will issue separate supply order during the contract period. The minimum quantity per each format will 1,000.


ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರೀಕ್ಷೆ ಮತ್ತು
ಮೌಲ್ಯನಿರ್ಣಯ ಮಂಡಲ
ಮಲ್ಲೇಶ್ವರಂ, ಬೆಂಗಳೂರು-೦೩

SECTION VI - TECHNICAL SPECIFICATIONS

Technical Specification for Schedule -1 SSLC Exam Marks Cards

1. The entire work intended to tender is of confidential in nature. Hence the absolute confidentiality should be maintained.
2. The rate quoted should be inclusive of all statutory taxes, duties and other charges if any. Income tax will be deducted at source.
3. Tenderer should use A4 size 120±5% GSM high quality parchment paper and eight colours printing for pre-printed Marks cards.
4. Tenderer shall incorporate below mentioned security features for SSLC Marks Cards.

Security features to be incorporated in pre-printing

- 1) PENETRATING NUMBERING(AARPAR)
- 2) SCANNED LETTERING
- 3) High Security hot stamped customized hologram, size-20mm having 06 hologram security features (1. Holographic Text, 2. Kinetic Effect, 3. Guilloche Pattern, 4. 3D image, 5. Fresnel Effect, 6. Plain Text)
- 4) MICRO LETTER (NANO PRINTING)
- 5) INVISIBLE PRINTING (U VERIFY LOGO)
- 6) ANTI COPY(COPY-N-CHECK)
- 7) SIMULATED WATER MARK
- 8) LOGO IN WATER MARK
- 9) FLUORESCENT INK PRINTING
- 10) GUILLOCHE DESIGN
- 11) GOLD FOIL STAMPING
- 12) BLING EMBOSSING (LOGO EMBOSSING)
- 13) RAINBOW COLOUR PRINTING (INDRA DHANUSH)
- 14) HIGH RESOLUTION BORDER
- 15) FUSION SCREEN(MASK-A-PRINT)
- 16) DOUBLE GHOST
- 17) SPARSH PARIKSHA
- 18) INVISIBLE FIBERS
- 19) REVERSE MICRO LETTER (KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD)

Security features to be incorporated in over-printing

- 20) VARIABLE DATA PRINTING
- 21) PHOTO PRINTING
- 22) QR CODE
- 23) Above mentioned security features are mandatory, in case of any security feature in not incorporated, a penalty of Rs. 25,000/- per security feature will be deducted from the bill amount. Apart from the above the bidder can offer extra security features.
5. After the completion of the tender work bidder shall handover the master soft copy file of the marks card design.
6. Since the work is most confidential in nature, pre-printing of marks cards, Over-printing of variable data, and Lamination of marks cards shall be carried out in the printing unit and the Bidder shall make sure all the security aspects in the printing unit and give an undertaking for maintaining confidentiality.
7. After approval of the proof, the successful tenderer should supply the Marks Cards with in the date specified time.
8. For the supply of Marks card to the Board, Board will not pay any transportation

charges or any other charges. The service provider shall deliver the packed marks cards to the respective sections as specified and obtain Acknowledgements.

9. Any damages, variations or mistakes in the printing work, the service provider shall have to reprint and supply without any additional cost to KSEAB. However, any reprint of marks cards due to changes in the data at KSEAB level after bulk printing, same shall be printed after providing the revised/correction data, invoice shall be raised by the printer for payment towards the same.
10. All input materials irrespective of type required for the execution of the tender work should be bear by the tenderer only.
11. The service provider responsible for the arrangement of installing/deploying computers, required software and other accessories and human resource for the said work.
12. The work should not be leased or outsourced to third party completely or partially.
13. Adequate human resources shall be deployed to complete the work without any delay.
14. **Tenderer should link the pre-printed marks card serial number with the register number of the concerned student whose variable data is overprinted on the pre-printed marks card and the linked data of the same in excel format shall be submitted to the Board in the below mentioned format. Incorrect linking of the same shall attract penalty under the GCC Clause 16.3.**

Sl.No	Student Register Number	Pass Certificate Sl.No

15. Tenderer should over-print the QR code version of student's data at the time of over-printing of variable data except photo image. Tenderer should thermal laminate using $80 \pm 5\%$ -micron thick polyester film for two sides and after thermal lamination each mark card should be cut to proper size allowing 5mm extra lamination around the certificate, by using the "Double side with auto cutting thermal laminating machine"
16. Variable data for printing of marks cards need to be designed and finalized in the KSEAB office premises under technical assistance of the respective computer section officer. 'B' Section shall co-ordinate between the Printer and SSLC Exam Computer section. This shall include matching variable data with photos, scanning of missing photos, designing data of various candidates (SSLC-CCERF, CCERR, CCEPF/CCEPR, CCEJTS-1, CCEJTS-2, Non-CCERR and Special children etc., but not the art work designing.
17. Work validation for variable data printing will be provided by the respective Computer Section of the Board at all stages, bulk production shall proceed only after obtaining the final validation of variable data printed on the board approved pre-printed formats at printing unit from the respective computer section officer.
18. Any type error, size variations, quality and resolution issues pertaining to the photo shall be immediately reported to the 'B' Section officer through writing, 'B' Section will take advise from the computer section and will forward the same for necessary changes to be included in the final proof approval
19. After the completion of the tender work bidder shall handover the master soft copy file of the marks card design and delete the all data and photos handed over by the Board.
20. Student-wise data, School Master, Physical Condition Master in the form MS Access and data which are to be over-printed and photo images are provided separately to the service provider by the Purchaser.

21. Entire linking of various category of data that includes data of "Children with Special needs", "Repeaters", and "Junior Technical Schools" Etc. are all part of S.S.L.C exam need to be processed in the Exam Board office by deputing technical experts. Technical expert having database management skills shall be deputed within 2 days from the intimation through e-mail. Final VDP approval shall be taken within 10 days from the date of data handed over by the respective Computer Section. Approved data need to be taken back for further processes. Any delay in deputation and VDP approval, Tenderer will be penalized Rs. 5,000/- per day.
22. Since the work is most confidential in nature, pre-printing of marks cards, Over-printing of variable data, and Lamination of marks cards shall be carried out in the printing unit and the Bidder shall make sure all the security aspects in the printing unit and give an undertaking for maintaining confidentiality.
23. Successful tenderer should submit the proof of pre-printed marks cards within 05 days (including holidays) after the contract, for quality, design, alignment and security features for approval of all category 1) C.C.E. 80:20 Regular Marks cards, 2) C.C.E. 100 Private Fresh Marks. 3) Regular repeater Marks cards 4) J.T.S Marks card-1 5) J.T.S Marks card-2 6) NSQF Marks card 7) New format Mark card, Proof of Other Exams Marks cards shall be submitted within 5 days as per the supply order issued by the Board. If the tenderer fails to submit the proof within 05 days, for delay beyond 05 days up to submission of the proof, a penalty of Rs.5,000/- per will be deducted from the Bill Amount.
24. The service provider shall be responsible for high quality printing of variable data along with photo images and QR codes. Thermal lamination should be carried out without causing any damage to the marks card.
25. The service provider should handover the Marks Card data along with matched photo images to the Board after the completion of the work.
26. The Service Provider shall start the bulk over printing only after getting proof of marks cards are approved by the Board, procedure as mentioned in the Clause 21.
27. The Service Provider shall deliver the SSLC marks cards to the concerned 09 Scrutiny Sections situated at the 2nd and 3rd floors of the Board in school wise, block wise and district wise separately, kept in high quality HDPE coated polynet envelopes, made of 90 GSM paper, side slide opening, self-adhesive flap. Name and code of the District, Block and School with total number of the marks card should be written on the envelope along with Board name and address shall be pre-printed on the envelopes. Approximate 35,000 Number of envelopes are required for both exams.
28. **The Successful bidder shall print and deliver 1 set of Circular per each school and to be inserted inside the envelope along with the marks card. Circular shall be single colour printed on A4/A3 size, 70 GSM Maplitho paper. Approximate quantity of Circular 16,000 for Main Exam and 10,000 for supplementary Exam. Information to be printed on the Circular shall be provided by the Board**
29. Two sets of check lists shall be printed for each school and same shall be inserted inside the respective school envelope in the below mentioned format.

KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD,

6TH CROSS, MALLESHWARAM, BENGALURU-560 003.

2023 SSLC MAIN/SUPPLEMENTARY EXAMINATION MARKS CARD CHECK LIST

District Name and Code:

Block Name and Code:

Sl. No	Register Number	Certificate Sl. No.	Type of
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			Candidate

Note: The School Head Master shall verify that, all the above-mentioned marks cards are in packet and received the same. In case of any marks card is missing, and any physically damage marks cards are found the same shall be immediately bring it to the notice of concerned Scrutiny Officer in writing of the Karnataka School Examination and Assessment board.

Signature of the School Head Master

30. The service provider shall deploy either one High quality 09 colour web offset machine or High quality two numbers of 04 colour web offset machines for printing of marks card, digital laser printing machines having 1200X1200 DPI, for variable data printing.
31. The service provider shall deploy and a two sides thermal laminating machines with auto feeder and cutter.
32. The tenderer shall take not more than 25 days for main exam and 10 days for supplementary exam for delivery of goods to KSEAB that includes any holidays. The delay in providing the service shall attract the penalty as specified in GCC Clause 16.
33. Any reprint pursuant to GCC Clause 16.2, Such reprinted and laminated pass Certificates shall have to reach K.S.E.A. Board within 5 working days as per GCC Clause 16.1.
34. Marks Card printing and Lamination progress should be intimated to the Section Officer, 'B' Section on daily basis.

Technical Specification for Schedule -2 Other Exams Marks Card(Blank Marks Card Only)

1. The entire work intended to tender is of confidential in nature. Hence the absolute confidentiality should be maintained.
2. The rate quoted should be inclusive of all statutory taxes, duties and other charges if any. Income tax will be deducted at source.
3. Tenderer should use A4 size 120±5% GSM high quality parchment paper and eight colours printing for pre-printed Marks cards.
4. Tenderer shall incorporate below mentioned security features in the marks card.

Security features to be incorporated in pre-printing

- 1) PENETRATING NUMBERING(AARPAR)
- 2) SCANNED LETTERING
- 3) High Security hot stamped customized hologram, size-20mm having 06 hologram security features (1. Holographic Text, 2. Kinetic Effect, 3. Guilloche Pattern, 4. 3D image, 5. Fresnel Effect, 6. Plain Text)
- 4) MICRO LETTER (NANO PRINTING)
- 5) INVISIBLE PRINTING (U VERIFY LOGO)
- 6) ANTI COPY(COPY-N-CHECK)
- 7) SIMULATED WATER MARK
- 8) LOGO IN WATER MARK
- 9) FLUORESCENT INK PRINTING
- 10) GUILLOCHE DESIGN
- 11) GOLD FOIL STAMPING
- 12) BLING EMBOSSING (LOGO EMBOSSING)


- 13) RAINBOW COLOUR PRINTING (INDRA DHANUSH)
- 14) HIGH RESOLUTION BORDER
- 15) FUSION SCREEN(MASK-A-PRINT)
- 16) DOUBLE GHOST
- 17) SPARSH PARIKSHA
- 18) INVISIBLE FIBERS
- 19) REVERSE MICRO LETTER (KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD)

- 1) Above mentioned security features are mandatory, in case of any security feature in not incorporated, a penalty of Rs. 25,000/- per security feature will be deducted from the bill amount. Apart from the above the bidder can offer extra security features.
- 2) After the completion of the tender work bidder shall handover the master soft copy file of the marks card design.
- 3) Since the work is most confidential in nature, pre-printing of marks cards shall be carried out in the printing unit and the Bidder shall make sure all the security aspects in the printing unit and give an undertaking for maintaining confidentiality.
- 4) After approval of the proof, the successful tenderer should supply the Marks Cards with in the date specified time.
- 5) For the supply of Marks card to the Board, Board will not pay any transportation charges or any other charges. The service provider shall deliver the packed marks cards to the respective sections as specified and obtain Acknowledgements.
- 6) Any damages, variations or mistakes in the printing work, the service provider shall have to reprint and supply without any additional cost to KSEAB. However, any reprint of marks cards due to changes in the final proof after approval, same shall be printed and invoice shall be raised by the printer for payment towards the same.
- 7) All input materials irrespective of type required for the execution of the tender work should be bear by the tenderer only.
- 8) The service provider responsible for the arrangement of installing/deploying computers, required software and other accessories and human resource for the said work.
- 9) The work should not be leased or outsourced to third party completely or partially.
- 10) Adequate human resources shall be deployed to complete the work without any delay.
- 11) After the completion of the tender work bidder shall handover the master soft copy file of the marks card design and delete the all data and photos handed over by the Board.
- 12) Successful tenderer should submit the proof of pre-printed marks cards within 15 days (including holidays) after the issue of supply order, for quality, design, alignment and security features for approval of all types of marks cards. If the tenderer fails to submit the proof within 15 days, for delay beyond 15 days up to submission of the proof, a penalty of Rs.500/- per will be deducted from the Bill Amount.
- 13) Any damages, variations or mistakes in the printing work, the service provider shall have to reprint and supply without any additional cost to KSEAB.
- 14) The service provider shall deploy either one High quality 09 colour web offset machine or High quality two numbers of 04 colour web offset machines for printing of marks card.
- 15) The tenderer shall take not more than 15 days for delivery of goods to KSEAB that includes any holidays. The delay in providing the service shall attract the penalty as specified in GCC Clause 16.

SECTION VII: QUALIFICATION CRITERIA

(Referred to in Clause 11.2 (b) of ITT)

1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society.
2. Printing unit location should be in any one of the south Indian states i.e. Karnataka, Telangana, Andhra Pradesh, Tamil Nadu, Telangana and Kerala. Factory Registration Certificate from the competent authority has to be uploaded.
3. The Tenderer should be empaneled as Security Printers in Indian Banks' Association (IBA) in respect with the Printing Unit (Tenderers applied & waiting for the IBA empanelment are not considered).
4. The average turnover of the tenderer shall not be less than Rs 70 Lakhs in the financial years 2019-20, 2020-21 and 2021-22.
5. The tenderer should have minimum 3 years of experience in the field. Enclose the experience certificate.
6. 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 copies of the company.
7. Audited balance sheet and Profit and Loss account for the financial years 2019-20, 2020-21 and 2021-22 has to be uploaded certified by Chartered Accountant.
8. EMD of Rs. 1,39,000/- should be credited to CeG account as per IFT Clause (4).
9. Details of Income Tax returns filed for the years 2019-20, 2020-21 and 2021-22 has to be uploaded i.e., assessment Years 2020-21, 2021-22 and 2022-23 respectively.
10. The successful bidder shall deploy a "Double side with auto cutting thermal laminating machine" at the time of commencing the tender work, any delay caused due to deploying lamination machine at the time of commencing the tender work beyond the stipulated period shall be treated for calculating liquidated damages.
11. Bidders should have executed print and Supply of Marks Cards up to at least 80% of the tender quantity mentioned in the tender schedule in any one of the three Financial Years 2020-21, 2021-22 and 2022-23"- Upload relevant documents.
12. The tenderer shall submit A4 Size 10 sheets paper sample bearing details off Mill, GSM, to the Senior Assistant Director, "B" Section, Karnataka school examination and assessment board on or before the last date for the submission of Technical Bid as per the Tender Schedule. These samples are to be packed in separate covers duly indicating name and address of the tenderer on the sealed cover and on all the samples. The tenders without the samples shall be categorically rejected.
13. Board, if required will depute a team comprising technical expert and Board officials to inspect the printing press of the bidders, to verify the technical capacity of the printer to execute the tender work. Based on the report submitted by the team the technical bid evaluation committee will take appropriate decision on the technical eligibility of the Bidder.
14. If required, Bidder qualified for the above-mentioned criteria from Sl. No.1 to 13 shall give demonstration of overprinting of variable data. Bidders unsuccessful in demonstration or absent from the demonstration, shall be categorically rejected.


ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರೀಕ್ಷೆ ಮತ್ತು
ಮೌಲ್ಯನಿರ್ಣಯ ಮಂಡಲ
ಮುಖ್ಯಶಿಕ್ಷಕರಂಗ, ಬೆಂಗಳೂರು-೦೩

SECTION VIII Tender Form

Office of the Director, Exams, Karnataka School Examination and Assessment Board, 6th Cross, Malleshwaram, Bangalore - 560 003.

“Supply of pre-printed S.S.L.C. marks cards along with, resizing/portrait orientation/cropping of photos, over printing of variable data, and lamination (SSLC only) pertaining to 2023 S.S.L.C. Main and Supplementary Examinations.”

From,

To

The Director, Exams,
Karnataka School Examination and Assessment Board,
6th Cross, Malleshwaram,
Bangalore - 560003.

Sir,

Having examined the Tender Documents including Addenda No: File:KSEEB/DPIE/B3(POSM)/1/2022-BSEC/8724 DATE-22.02.2023, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for **“supply of pre-printed S.S.L.C. marks cards along with, resizing/portrait orientation/cropping of photos, over printing of variable data, and lamination (SSLC only) pertaining to 2023 S.S.L.C. Main and Supplementary Examinations”** 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. We also undertake to maintain complete confidentiality during the printing work.

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 2 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 are not blacklisted by any state or Central Government offices.

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

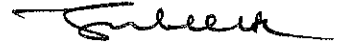
We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated thisday of 20

(SCAN AND UPLOAD)

(signature)

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ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರೀಕ್ಷೆ ಮತ್ತು
ಮೌಲ್ಯನಿರ್ಣಯ ಮಂಡಲ
ಮಲ್ಲೇಶ್ವರಂ, ಬೆಂಗಳೂರು-೦೩

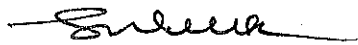
SECTION VIII-A TECHNICAL BID

Sl. No.	Details required	Uploaded
1	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	Printing unit location should be in any one of the south Indian states i.e. Karnataka, Telangana, Andhra Pradesh, Tamil Nadu and Kerala. Factory Registration Certificate from the competent authority has to be uploaded.	
4	The Tenderer should be empaneled as Security Printers in Indian Banks' Association in respect with the Printing Unit (Tenderers applied & waiting for the IBA empanelment are not considered).	
5	Annual turnover for three financial years 2019-20, 2020-21 and 2021-22.	
6	Experience Certificate	
7	Copy of the PAN card (As specified under Section VII)	
8	Audited balance sheet and Profit and Loss account for three financial years 2019-20, 2020-21 and 2021-22.	
9	EMD of Rs. 1,39,000/-	
10	Income Tax returns filed for three financial years 2019-20, 2020-21 and 2021-22, i.e., assessment years 2020-21, 2021-22 and 2022-23.	
11	Previous experience in the format mentioned under Section XII-Bidders should have executed print and Supply of Marks Cards up to at least 80% of the tender quantity mentioned in the tender schedule in any one of the three Financial Years 2019-20, 2020-21 and 2021-22"- Upload relevant documents.	
12	The successful bidder shall deploy a "Double side with auto cutting thermal laminating machine" at the time of commencing the tender work, any delay caused due to deploying lamination machine at the time of commencing the tender work beyond the stipulated period shall be treated for calculating liquidated damages. Bidder shall submit an undertaking for procuring the above said lamination machine.	
13	If Required, Bidder qualified for the above-mentioned criteria from Sl. No.1 to 12 shall give demonstration of overprinting of variable data. Bidders unsuccessful in demonstration or absent from the demonstration, shall be categorically rejected.	

Note: The Enclosures related to Sl. No. 01 to 12 must be self-attested and uploaded

Seal and signature of the Tenderer

(SCAN AND UPLOAD)


 ನಿರ್ದೇಶಕರು (ಪರಿಶೀಲನೆ)
 ಕರ್ನಾಟಕ ಶಾಲಾ ಪರಿಷತ್ ಮತ್ತು
 ಮೌಲ್ಯನಿರ್ಣಯ ಮಂಡಳಿ
 * ಮಲ್ಲೇಶ್ವರಂ, ಬೆಂಗಳೂರು-03

SECTION VIII-B
PRICE SCHEDULE

Schedule 1 -SSLC Exam

Sl. No.	Details	Rate per Marks card in rupees (Inclusive of all Types of Taxes but exclusive of GST) ²
1.	Supply of two side pre-printed Marks card With A4 size, 120±5% GSM parchment paper, 8 colour printing with security features as mentioned in the Section VI.	Bidder shall quote the price in the e-procurement portal only as per the Government Circular ಆಇ 165 ವೆಚ್ಚ-12/2017 Dated 21.03.2017
2.	Over-printing of variable data along with photo and QR code version of student's data at the time of over-printing of variable data (QR code does not include photo image) as mentioned in the Section VI. (Before overprinting resizing/portrait orientation/cropping of all photos shall be undertaken)	
3.	Two side Thermal lamination using fully automatic laminating machines with auto cutter, on pre-printed Marks card of A4 size, using 80±5% micron polyester film after over-printing of variable data as mentioned in the section VI.	
GRAND TOTAL		

Schedule 2 -Other Exam

Sl. No.	Details	Rate per Marks card in rupees (Inclusive of all Types of Taxes but exclusive of GST) ²
1.	Supply of two side pre-printed Marks card With A4 size, 120±5% GSM parchment paper, 8 colour printing with security features as mentioned in the Section VI.	Bidder shall quote the price in the e-procurement portal only as per the Government Circular ಆಇ 165 ವೆಚ್ಚ-12/2017 Dated 21.03.2017
GRAND TOTAL		

NOTE:

1. Price shall be quoted by considering the incidental charges and technical specification mentioned in the section-VI and all other terms and conditions of the Bid/Tender Document.
2. As per the Ruling issued by the Karnataka Advance Ruling Authority of the vide No.: KAR ADRG 17/ 2022 Dated: 01.07.2022, Board is Educational Institution for the limited purpose of providing services by way of conduct of examination to the

students as per Clause (iv) Notification No. 14/2018- Central Tax (Rate) New Delhi, the 26th July, 2018 issued for the amendments in the notification No.12/2017-Central Tax (Rate), dated the 28th June, 2017.

As per the above ruling, providing of services to the Board shall also be treated as providing of services to an Educational Institution. Printing of marks card, over-printing of variable data and lamination of the same, will constitute supply of service, hence it is exempted as per entry No. 66(Heading 9992) of Notification No.:12/2017-Central Tax (Rate), dated 28th June, 2017 as amended vide notification No.02/2018-Central Tax(Rate) dated 25th January, 2018. Accordingly, the bidder shall quote the price, inclusive of all taxes but exclusive of GST.

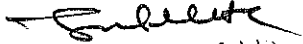
3. **Item wise evaluation has been activated in the e-procurement portal only for obtaining the Item wise rate. Bidder quoting the lowest total price of the both the schedules shall be treated as L1 bidder to execute the tender work.**
4. **Payment shall be made after deducting TDS under Income-tax Act/rules and TDS under GST Act/rules under the prevailing rates (if applicable).**

DATE :

SIGNATURE OF THE TENDERER

PLACE :

NAME ADDRESS AND SEAL


ನಿರ್ದೇಶಕರು (ಪರೀಕ್ಷೆಗಳು)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರೀಕ್ಷೆ ಮತ್ತು
ಮೌಲ್ಯನಿರ್ಣಯ ಮಂಡಳಿ
ಮಲ್ಲೇಶ್ವರಂ, ಬೆಂಗಳೂರು-೦೯

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 "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain ancillary services viz.....
(Brief DeBookletion 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) (Hereinafter
called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

SL.NO.	BRIEF DEBOOKLETION OF SERVICES	UNIT PRICE

DELIVERY SCHEDULE:

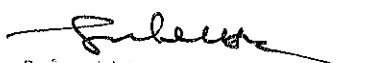
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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 (ಪರಿಷ್ಕರಣೆ)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರಿಷತ್ ಮತ್ತು
ಮೌಲ್ಯನಿರ್ಣಯ ಮಂಡಲ
ಮೈಸೂರು, ಬೆಂಗಳೂರು-೦೩

SECTION XI.
PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS (Name of Supplier)

hereinafter called "the Supplier " has undertaken , in pursuance of
Contract No.....

Dated ... 20... to

Supply..... (DeBookleton of Services) hereinafter called
"the
Contract".

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

AND WHEREAS we have agreed to give the Service Provider a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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:.....

.....
.....


ಸರ್ವೋಚ್ಚತಮ (ಪರಿಷ್ಕರಣೆ)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರಿಷ್ಕರಣೆ ಮಂಡಳಿ
ಮೈಸೂರಿನಲ್ಲಿರುವ ಮಂಡಳಿ
ಮುಖ್ಯಸ್ಥರಂ, ಬೆಂಗಳೂರು-೦೩

SECTION XIII

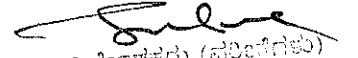
Penalty for deviations

Penalty for deviation in the quality of Paper

Sl. No.:	Item Name	Property	Specification	Penalty percentage on total order value
1.	Type of Paper	Parchment Paper	Parchment Paper	If the bidder uses other than parchment paper, 20% on total order value (Respective Schedule Bill Amount).
2.	Parchment Paper	Substance	120±5% GSM	For every 1% deviation a penalty of 2% on total order value (Respective Schedule Bill Amount).
3.	Polyester film	Substance	80±5% Micron	For every 1% deviation a penalty of 2% on total order value (Respective Schedule Bill Amount).

Notes:

- 1) Negative Deviation resulting in the quality of paper, beyond permitted tolerance shall be considered for the Penalty.
- 2) For Penalty calculation, average deviation will be calculated and penalty shall be deducted proportionately as mentioned above. (Average Value=Total Value of all samples/No. of Samples, Average Deviation= Average Value-permitted value*100).


ನಿರ್ದೇಶಕರು (ಪರಿಷ್ಕರಣೆ)
ಕರ್ನಾಟಕ ಶಾಲಾ ಪರಿಷ್ಕರಣೆ ಮತ್ತು
ಮಾಲ್ಟಿನಿಯೊಯ್ ಮಂಡಲ
ಮಲ್ಲೇಶ್ವರಂ, ಬೆಂಗಳೂರು-೦೦
X