



GOVERNMENT OF KARNATAKA

KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION  
COUNCIL (R)

KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD,  
6<sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560003.

**e-TENDER NOTIFICATION**

**e-TENDER NOTIFICATION FOR PRINTING, OVER  
PRINTING, SUPPLY OF OMR, NOMINAL ROLL, AND PRE-  
PRINTED ADHESIVE COVERS (SUPPLY to 34 DISTRICT  
DIET) AND SCANNING OF OMR AND REPORT  
GENERATION FOR “NMMS EXAM-2023-24”**

TENDER DOCUMENTS

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

Address for communication:

EXECUTIVE DIRECTOR, KARNATAKA SCHOOL QUALITY ASSESSMENT  
AND ACCREDITATION COUNCIL, KSEAB,  
6<sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.

**Phone No:080-23349434**

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



## GOVERNMENT OF KARNATAKA


Karnataka School Quality Assessment and Accreditation Council (Reg.)  
KSEAB, 6<sup>th</sup> cross, Malleshwaram, Bangalore - 560003  
Phone No: 080-23341615, 23562283

MAIL ID : [ksqaacbangalore@gmail.com](mailto:ksqaacbangalore@gmail.com)

### TENDER SCHEDULE

**e-TENDER NOTIFICATION FOR PRINTING, OVER PRINTING, SUPPLY OF OMR, NOMINAL ROLL, AND PRE-PRINTED ADHESIVE COVERS (SUPPLY to 34 DISTRICT DIET) AND SCANNING OF OMR AND REPORT GENERATION FOR “NMMS EXAM-2023-24”**

1	TENDER REFERENCE NO & DATE	KSEAB/DPIE/KSQ2(NNOT)/1/2023-KSQAAC
2	APPROXIMATE VALUE OF TENDER	Rs.25,10,000 /-
3	EMD AMOUNT	Rs. 50,200/-
4	TENDER COMMENCEMENT DATE	27-10-2023
5	PRE-BID MEETING	03-11-2023 11.30 AM
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	13-11-2023 04.30 PM
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	15-11-2023 11.30 AM
8	TENTATIVE TIME AND DATE OF OPENING OF COMMERCIAL BIDS	17-11-2023 11.30 AM
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE EXECUTIVE DIRECTOR, KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION COUNCIL, KSEAB, 1 <sup>st</sup> FLOOR, 6 <sup>TH</sup> CROSS, MALLESHWARAM, BANGALORE – 560 003.

  
**Executive Director**  
Karnataka School Quality Assessment  
& Accreditation Council (R)  
KSEAB, 6th Cross, Malleshwarar  
Bangalore - 560 003

**E-TENDER NOTIFICATION FOR PRINTING, OVER PRINTING, SUPPLY OF OMR, NOMINAL ROLL, AND ADHESIVE COVERS (Supply to 34 DISTRICT DIET) AND SCANNING, EDITING, PROCESSING OF OMR AND REPORT GENERATION FOR “NMMS EXAM-2023-24”**

**SECTION I :  
INVITATION FOR TENDER (IFT)**

KSEAB/DPIE/KSQ2(NNOT)/1/2023-KSQAAC Date:05-10-2023 The Executive Director, Karnataka School Quality Assessment and accreditation council, 6<sup>th</sup> Cross, Malleswaram, Bangalore-560003, invites e-tenders from eligible bidders PRINTING, OVERPRINTING, SUPPLY OF OMR, NOMINAL ROLL, AND ADHESIVE COVERS (Supply to 34 DISTRICT DIET) AND SCANNING, EDITING, PROCESSING OF OMR AND REPORT GENERATION FOR “NMMS EXAM-2023-24”

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.



1. Tender documents may be downloaded from <https://kppp.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 <https://kppp.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
2. The Earnest Money Deposit shall be paid through any of the following e-payment modes.
  - a. Credit card
  - b. Direct debit (ICICI bank holders only)
  - c. National Electronic Fund Transfer.
  - d. Remittance over the Axis Bank counters using OTC challan anywhere in India.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank

3. Technical bids will be opened on **15-11-2023 at 11.30 am.**, in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
4. Other details can be seen in the tender document.

### ABBREVIATIONS

1	<b>OMR</b>	Optical Mark Reader (Used to capture data of students attending examination)
2	<b>ITT</b>	Instructions to Tenderers
3	<b>IFT</b>	Invitation for Tenders
4	<b>GCC</b>	General Conditions of Contract
5	<b>SCC</b>	Special Conditions of Contract
6	<b>EMD</b>	Earnest Money Deposit
7	<b>CeG</b>	Centre for e-Governance
8	<b>KSQAAC</b>	Karnataka School Quality Assessment and Accreditation council

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


## SECTION – II: INSTRUCTIONS TO TENDERERS

### A. INTRODUCTION

#### 1 A )Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to supply goods for the preparation of the design, specifications, and other documents to be used for the supply of goods to be purchased under this Invitation for Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

#### B) Cost of Tendering:

- 1.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Executive Director, KSQAAC hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### B. TENDER DOCUMENTS

#### 2. Contents of Tender Documents

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

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

- 2.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be the Tenderer's risk and may result in rejection of its tender.

#### 3. Clarification of Tender Documents

- 3.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing at the time of pre-bid meeting or with in 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.

#### 4 Amendment of Tender Documents

- 4.1 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.
- 4.2 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.
- 4.3 Pre-bid meeting shall be held on 03-11-2023 at 11.30AM at KSQAAC, **KSEAB**, 6<sup>th</sup> Cross, Malleshwaram, Bangalore-560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 03-11-2023 at 4.30.P.M.

### C. PREPARATION OF TENDERS

#### 5 Language of Tender

- 5.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser shall be written in English/Kannada language only.

#### 6 Documents comprising the Tender

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

#### 7. Tender Form

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

#### 8. Tender Prices

- 8.1 The tenderer shall indicate price on the price schedule Section VIII-B.
- 8.2 Prices on the Price Schedule shall be entered inclusive of all taxes:
- a) the price of the Goods, including all duties cess and other taxes already paid or payable on components and raw material used in the manufacture or assembly of services quoted ex-works or ex-factory; or
- 8.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and should not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as **non-responsive and rejected**, pursuant to ITT Clause 19.

#### 9. Tender Currency

- 9.1 Prices shall be quoted in Indian Rupees:

**10. Documents Establishing Tenderer's Eligibility and Qualifications**

- 10.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its Tender documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 10.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction, 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.

**11. Documents establishing the delivery of Goods**

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

**12. Earnest Money Deposit**

- 12.1 Pursuant to IFT Clause 4, The Earnest Money Deposit shall be credited to the account of Centre for e-governance.
- 12.2 The Tenderer shall transfer Rs. Rs. 50,200/- as EMD to e-governance.
- 12.3 Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 19.
- 12.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible but not later than 30 days after the submission of bid security on written request.
- 12.5 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.

The earnest money deposit may be forfeited:

- (a) if a Tenderer
- (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
  - (ii) does not accept the correction of errors pursuant to ITT Clause 19.2; or
- (b) in case of a successful Tenderer, if the Tenderer fails:
- (i) to sign the Contract in accordance with ITT Clause 26; or
  - (ii) to furnish performance security in accordance with ITT Clause 27.

**13. Period of Validity of Tenders**

- 13.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.
- 13.3 The purchaser retains the authority of extend the duration of tender **for one more year** for the same rates as agreed in this tender, provided the Goods supplied by the

tenderer is satisfactory to the purchaser. The process thereto shall be made in writing. The Performance deposit provided under ITT clause 27 shall also be suitably extended.

**14. Format and Signing of Tender**

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

**D. SUBMISSION OF TENDERS**

**15. Submission of Tenders**

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

**16. Deadline for Submission of Tenders**

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

**17. Late Tenders**

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

**18. Modification and withdrawal of Tenders:**

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

**E. TENDER OPENING AND EVALUATION OF TENDERS**

**19. Opening of Tenders by the Purchaser**

- 19.1 The Purchaser will open all technical bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at 11.30 AM on 15-11-2023 at the Office of the Executive Director, KSQAAC, KSEAB, 6<sup>th</sup> cross, Malleshwaram, Bangalore – 560003.



## **20. Clarification of Tenders**

- a. 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.
- 20.1 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. Preliminary Examination**

- 21.1 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.
- 21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 21.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 21.4 Prior to the detailed evaluation, pursuant to ITT Clause 20, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4), Applicable law (GCC Clause 18), and Taxes & Duties (GCC Clause 19) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 21.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
- 21.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfill the eligibility criteria, the purchaser may call for additional documents from some tenderers or all the tenderers.

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

- 22.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 9 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

22.2 Item wise option has been activated in the e-procurement portal for obtaining unit price however the actual evaluation shall be as mentioned above i.e. "Total Cost"

(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
- (ii) 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 3 months of stipulated delivery period will be treated as unresponsive.

### **23. Deviation in Payment Schedule:**

23.1 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 of .....4 percent per annum.

### **24. Contacting the Purchaser**

- a. 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.
- b. 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 9.2 and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.
- 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.

**26. Award Criteria;**

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

**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.

**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 on e-procurement portal, 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 27, the Purchaser will discharge its earnest money deposit, pursuant to ITT Clause 11.

**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 enter into an agreement with the Purchaser on Rs.200/- value Stamp Paper and return to the Purchaser duly signed.

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

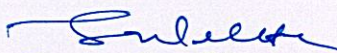
31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer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

Further more, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 25.1 of the General Conditions of Contract

  
**Executive Director**  
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**angalore - 560 003**  


### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions:**

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Service Provider, 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 Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "Services" means services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the 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 delivery of Services under this Contract.
- (h) "The Government" means the Government of Karnataka State.
- (i) "The State" means the Karnataka State
- (j) "The Project Site", where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

**Note :** Where ever has been mentioned as "services" shall be considered as **"Printing, overprinting, Supply of OMR , NOMINAL ROLL, and Adhesive Covers and Scanning, Editing, Processing of OMR, (Supply to 34 district DIET) and Report generation for NMMS EXAM-2023-24"**

#### **Application:**

1.1 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 standard 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 Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations.
- 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 check or Banker's certified check, or crossed demand draft or pay order drawn in favor 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 may visit and inspect the site of tenderer, if required, to understand the capabilities of the bidder.

- 6.2 The Purchaser shall also retain the right of visiting the production section of the supplier, if required, to check the progress and quality of work.
- 6.3 Quality of the paper used shall be tested before payment. Testing of paper shall be sent any Central Government or State Government state Labs or Labs approved by the Bureau of Indian standards. Testing charges shall be paid by the Purchaser.
7. **Packing ; As prescribed by KSQAAC.**
8. **Delivery of service and Documents: As per list provided by KSQAAC to the DIETS/District places.**
9. **Insurance : “Applicable”**
10. **Transportation “Applicable”**
11. **Incidental Services Deleted**
12. **Spare Parts & Warranty Deleted**
13. **Payment**
- 13.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.
- 13.2 No advance payment will be made by the Department to carry out the tendered work. Payments will be made after supply of Goods for every work order.
- 13.3 Payment shall be made in Indian Rupees.
14. **Prices**
- 14.1 Prices payable to the Supplier as stated in the contract shall be firm during the performance of the contract.
15. **Insurance**
- 15.1 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.
16. **Transportation**
- 16.1 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.
17. **Contract Amendments**
- 17.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.
- 17.2 **Sub contracts**  
No Subcontracts are allowed.

## **18. Delays or discrepancies in the Supplier's Performance**

- 18.1 Supply of Goods shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 18.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely supply of goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages.
- 18.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.
- 18.4 No wastage cost towards the wastage of books shall be paid by the purchaser. Rather any wastage in the books supplied is found, equivalent amount shall be deducted either from the same bill or subsequent bills.

## **19. Liquidated Damages**

- 19.1 If the tenderer fails to supply the goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages,
  - a. 1% penalty per day for cost of the material in the work order shall be levied as delay penalty.
  - b. Any delay beyond 10 days will lead to cancellation of contract, forfeiture of EMD/Performance Guarantee and black list of the supplier.
  - c. Deviations in the quality of GSM of the paper supplied, penalty shall be deducted as mentioned in the Section-XIII.
- 19.2 The Purchaser may consider termination of the Contract and black list the supplier pursuant to GCC Clause 17 after the delay of 10 days.

## **20. Termination for Default**

- 20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part and shall be black listed from participating in any other tenders published by the purchaser:
  - i. if the Supplier fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 19.2; or
  - ii. if the Supplier fails to perform any other obligation(s) under the Contract.
  - iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 20.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, supply of goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar supplies. However, the Supplier shall continue the performance of the Contract to the extent not terminated.



**(ii) Force Majeure**

- 1) Notwithstanding the provisions of GCC Clauses 24, 25 26, 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.
- 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.

**21. Applicable Law**

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

**22. Notices**

- 22.1 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.
- 22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**23. Taxes and Duties**

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

**24. Contacting KSQAAC :**

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

**25 Resolution of disputes :**

- 25.1 In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.
- 25.2 Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 25.3 The decision of the 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.

## **26. Termination for Insolvency**

26.1 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.

## **27. Termination for Convenience**

27.1 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.

27.2 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.

## **28. Settlement of Disputes**

28.1 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.

28.2 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.

28.3 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.

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

28.5 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.

## **29. Limitation of Liability**

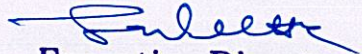
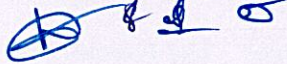
29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- (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.

**30. Governing Language**

30.1 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.

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

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


## **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

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

### **1. Definitions (GCC Clause 1)**

- (a) The Purchaser is the Executive Director, KSQAAC, KSEAB, 6<sup>th</sup> Cross, Malleshwaram, Bangalore – 560 003.
- (b) The Supplier is Tenderer

### **2. Inspection and Tests : As per GCC Clause 6**

### **3. Delivery of service and Documents (GCC Clause 8) - “ Applicable”**

### **4. Incidental Services (GCC Clause 11) -“Deleted”**

### **5. Payment (GCC Clause 13) -As per GCC clause 13**

### **6. Notices (GCC Clause 20)**

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

Purchaser: The Executive Director, KSQAAC, KSEAB, 6<sup>th</sup> Cross, Malleshwaram, Bangalore-03

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

### **1. Settlement of Disputes (Clause 28)**

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.

**2. Notices (GCC Clause 22)**

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

Purchaser: The Executive Director, ksqaac , 6<sup>th</sup> Cross, Malleshwaram, Bengaluru-03

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

**3. Progress of Supply:**

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

- 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;

**4. Right to use defective equipment:**

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

**5. 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.

**6. 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.

**7. 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.

**8. Evaluation and Comparison of Tenders (ITT Clause 22)**

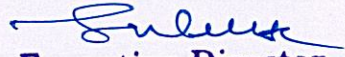
8.1 The evaluation would be done for all the items put together. Quoting rate for all items are mandatory, the items for which no rates have been quoted would be treated as zero and the total amount would be computed accordingly. The tenderer who has quoted for partial

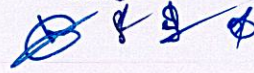
quantity of any one or more item(s) would be treated as non-responsive. Purchaser will award the contract to the responsive tenderer, whose total cost for all the items put together is the lowest.

- 8.2 Item wise option has been activated in e-procurement portal for obtaining item wise rate; however, successful bidder will be evaluated as said above.
- 8.3 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.

**9. Debarment/Black listing:**

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

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



**SECTION V: SCHEDULE OF REQUIREMENTS**

**1 “Printing, overprinting, Supply of OMR, Nominal Roll, and Adhesive Covers and Scanning, Editing, Processing of OMR, (Supply to 34 district DIET) and Report generation NMMS EXAM-2023-24**

1. As per section II Clause 24, the Executive Director, KSQAAC, reserves the right to increase or decrease 25% or more of the above requirements.
2. Templates will be provided for the generation of Reports which includes NMMS Block wise, District wise, and State wise.
3. In case of any violation in the number of pages, payment shall be made on prorated basis to that particular item.
4. Time schedule for printing, supply, scanning, editing, processing and Report generation of OMR sheets shall be as follows:

**2 TENDER FOR PRINTING AND SUPPLY OF O.M.R (OPTICAL MARK READER) , Nominal Roll, and Adhesive Covers (Supply to 34 district DIET) SCANNING OF O.M.R FORMS, DATABASE AND REPORT GENERATION OF NMMS EXAM- 2023-24**

Sl. No.	Description	Approximate Quantity	EMD (In Rs.)
01	Printing of O.M.R Forms with generating Barcode/QR Code, Pre printing of Student Information using the Database provided in Excel sheet on A4 size of 110 GSM <b>A GRADE MILL</b> paper & supply to 34 Dist. DIETs and Block level scanning of OMR forms and converting it into Database, Report generation using the Templates provided (both side printing) Approximately No. of OMR Sheets – 4,00,000 (2,00,000students x 2 OMR=4,00,000 OMRs)	1. Initiating printing of OMRs and over printing work within 05 days from the final draft approval of OMR format. 2. Scanning, editing, processing and Report generation of OMRs ( <b>within 10 Days after handing over the filled OMRs of the assessment</b> ) (App.4,00,000 OMR's)	Rs.. 50,200
02	BUFFER OMR	(App.16,000 OMR's)	
03	Nominal Roll = 04 Students data with photo on each Sheet (One side Printing of students data)	(App. 50,000 Sheets)	
04	Pre-Printed Adhesive Covers(Self Sticking Adhesive tamper proof preprinted covers-(Double layered LDPE Cover) Overprinting of given data(for 200 OMR=01cover)	(App. 2400 Covers)	
05	<b>Reports of NMMS EXAM</b> a) Block wise b) District wise c) State wise	App.3 Templates	

- Note:-1. All the Reports should be generated. Templates will be provided by this office.  
2. Distribution: As per the packing instructions from KSQAAC Office

**Printing and supply of O.M.R Forms with generating Barcode / QR Code (Code 128), scanning of OMR forms and Converting it into Database .**

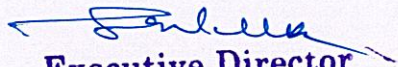

- The successful tenderer has to design the OMR Forms as required by the tender Accepting Authority (Specimen Formats enclosed).
- The OMR forms should be printed on the A4 size of 110 GSM A **GRADE MILL** quality paper as suitable for scanning purpose.
- The successful tenderer should print the OMR forms, overprint the data of approximately 2,00,000 students and center wise packing of OMR forms and supply to 34 District DIET All over Karnataka. (Items Packing -as per the packing instructions from KSQAAC) within 5 days from the date of approval of final proof .
- For the process of scanning and converting it into database the tenderer should use high end scanners for OMR along with the software and hardware at their cost.
- The Scanning of the OMR and report generation should be at the K.S.Q.A.A.C premises.
- The complete / filled in OMR forms need to be scanned and saved as image files. These image files need to be provided by the vendor on Hard disks after suitably indexing them and should create database.
- The approximate number of OMR forms to be scanned is App.4,00,000(2,00,000 Students x 2 OMRs per student) Scanning and creation of database is to be carried out in K.S.Q.A.A.C premises only.
- After completion of each district- Block wise, District wise, State wise, Category wise, Gender wise and Marks wise (From highest to lowest) scanned details should be furnished.
- The successful tenderer has to scan FIFTY thousand OMR forms per Day.
- During the scanning process everyday scanned details of centers & students need to be furnished

**Reports Generation and Conversion of all reports into PDF formats**

- Reports design templates will be given by K.S.Q.A.A.C. The successful tenderer should generate/ develop the reports according to the templates provided.
- Conversion of all duly developed reports should be converted into PDF formats.
- Reports generated should be WEB BASED & user friendly.
- Software application development related to reports generation (as per templates provided) to enable Various analysis and reports for center, block, district & State level shall **includes trial runs in our** K.S.Q.A.A.C Premises.
- Provision to enable various reports at the District and Block Level, to be incorporated.
- Training should be provided to our K.S.Q.A.A.C staff.
- During the reports generation, the deputized officer /Computer Programmer of this office will be visited for Verification.

**Upon delivery of the Items, the supplier shall furnish to the Purchaser the following**

1. Two External Hard Disk with a capacity of 1 TB space have the complete OMR cum Image of each student data.
2. Complete Software should be user friendly.
3. User manual & Administrative Manual (Installation Guide)-Each 02 sets.

  
**Executive Director**  
**Karnataka School Quality Assessment**  
**and Accreditation Council (R)**  
**KSEEB, 6th Cross, Malleswara**  
**Bangalore - 560 005**  




## SECTION VI - TECHNICAL SPECIFICATIONS

1. The successful bidder has to design the OMR forms as required by the tender accepting authority on both sides of the sheet.
2. One OMRs Per child on both side with two colors as agreed by Purchaser to be printed.
3. Minimum of 4 Students details to be printed in one side of the Nominal Roll and it should be printed Student wise / center wise
4. Specification of individual forms:

S.No.	Form	Specification	Details
1	<b>OMR</b>	<b>A4 size, Two Colors, 110 GSM (A GRADE MILL PAPER)</b>	<b>Both side printing and scannable with barcode/QR Code</b>
2	<b>Nominal Roll</b>	<b>A4 size, (Single Color) 70 GSM (A GRADE MILL PAPER)</b>	<b>Single side printing</b>
3	<b>Adhesive Covers (Self Sticking Adhesive tamper proof preprinted covers- (Double layered LDPE Cover)</b>	<b>200 Microns 18*12 inches with Flap and Gumming</b>	<b>Both side single color printing of given information</b>
4	<b>Scanning, Editing and Processing of OMR</b>	-----	<b>Both sides of OMR</b>

5. For scanning, the tenderer shall employ sufficient persons who are technically qualified in the process of Scanning and Compilation of data and also the tenderer has to make his own arrangements for receiving OMR forms for scanning work The Council does not provide any human power to the above said work.
6. The successful tenderer shall install adequate number of high end barcode printing and OMR Scanning machines along with the software, computers and networking at their own cost.
7. The successful tenderer is expected to maintain highest standard of accuracy while scanning and compilation of data.
8. The service provider has to make their own arrangement for installing/deploying computers, required software and other accessories and human power for the said work.
9. The tenderer has to print the barcode and register Block wise, District and State wise, Category wise, and Gender wise on OMR sheets.
10. Any damages, variations or mistakes in the printing work, the supplier shall have to reprint and supply without any additional cost to District.
11. All the Items mentioned should be packed in good polythene lined carton boxes. And Delivery before 5 days to the date of exam
12. Quantities are approximate only. Payments will be made on the basis of actual number of records executed.
13. Penalty at the rate of Rs.50/- (Fifty Rupees only) per spelling mistake, wrongly printed data, color mismatch and any other printing mistakes, and scanning mistakes (per image), wrongly scanned data.
14. Randomly selected OMR, Nominal Roll, and Adhesive Covers shall be sent for quality test by the Purchaser. Quality test shall be conducted at Central Government Press, Bengaluru Karnataka. Quality testing charges shall be paid by the Purchaser only
15. For generating barcode /QR Code and printing work, the successful service provider shall install adequate number of **high end laser jet printers that have features to print and**

**over print alpha numerical data, barcode along with data linking software for all the works.**

16. The service provider should hand over the soft copy of alpha numerical error free data along with matched photo images to the Purchaser in a Hard Disk, after the completion of work, at no additional cost to the Purchaser.
17. Barcode / QR Code printed should be legible, neatly printed that can be read easily by scanner.
18. The Service Provider shall start the bulk printing only after the sample is approved by the Purchaser.
19. The Service Provider shall maintain the track of printed and supply of all the forms to scrutiny sections with in the Purchaser's office, as well as maintain the record of receipt of filled in OMRs received and scanned in the format that shall be approved by the purchaser before initiating the work.
20. Finally the service provider shall have to prepare a district wise consolidated statement showing the number of OMRs supplied and number scanned for verification and payment.
21. Quantities mentioned in Schedule of Requirements are Approximate only. Payments will be made on the basis of actual no of records executed.
22. Existing Taxes will be deducted in the bill.

Format of Acknowledgments to be produced for payment  
ACKNOWLEDGEMENT

District Name & Code:

Sl. No	Items	Quantity supplied
1	OMR	
2	Nominal Roll	
3	Adhesive Covers	

**Signature of the Concerned Officer WITH SEAL AND DATE**

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


## SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2 of ITT)

- 1.(a) The tenderer should be a Manufacturer/an IT/ITES services provider who must have provided the services similar to the type specified in the "Schedule of Requirement" up to at least 80% of the quantity required in any one of the last 2years (Copy should be enclosed)
  - ( b) The tenderer should have own printing unit in any states of South India which includes Karnataka, Andhra Pradesh, Telangana, Tamil Nādu, and Kerala states and the tenderer Must have provided the service Similar to Type of " Schedule of Requirement" up to at least 80% of the quantity Required in any one of the Last 3 Years( Copy should be Enclosed) 40% for MSME Registered firms
  - (c)Tenderer should have experience in preparing the Report Software especially in the area of examinations/recruitment ,data processing, using OMR techniques using MS-SQL SERVER OR ORACLE AND.NET(Dot.NET) (Proof of experience should be enclosed)
  - (d)Before finalizing the Technical evaluation and before opening of commercial bid the purchaser reserves the right to visit the premises of the tenderer to ascertain the eligibility criteria.
  - (e)The entire activities should be carried out in KSQAAC premises.(Scanning and report generation work)
  - (f) The Agency should have proper infrastructure, man power, printers, high end scanners used for scanning OMR response sheets and to generate necessary software applications to generate various performance reports of NMMS EXAM as per templates provided (proof of ownership to be enclosed). The agency should not subcontract part/full of the job to any other vendor.
  - (g)In case of L1 Bidder fails to execute tendered work within the specified time, the Purchaser will have a right to issue the work order to be next eligible bidders.
  - (h)If Required a committee will be formed to Inspect the printing unit to verify the printing capacity and other infrastructure are adequate to execute the tender successfully.
  - (i) If Required the Bidder shall give a "DEMO" in KSQAAC office Premises of Variable data Printing, Scanning, Editing, Processing and Report Generation to check the capacity of the Bidder to execute the tender work successfully. All Necessary Equipments (Computer, Printer, etc) shall be carried by the Bidder only.
2. **The Tenderer should furnish the following information on all past services/supplies and satisfactory performance for above, in Performa under Section XII.**
1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society
  2. The turnover of the tenderer shall not be less than Rs 30.00 Lakhs in any one of the years, FY-, 2019-20, 2020-21 and 2021-22
  3. The tenderer should have minimum of 3 years of experience in the field of scanning and report generation in the field of Assessment or examination related. Upload the experience certificate.
  4. Copy of the PAN card of the firm has to be uploaded as detailed below
    - a) If a firm is sole proprietorship PAN card copy of the proprietorship.
    - b) If a firm is partnership PAN card copy of the firm only (partners PAN card copy will not be considered)
    - c) If a firm is private Ltd... or Public Ltd.. Company, PAN card copy of the Company.
  5. Audited balance sheet and Profit and Loss account for the years 2019-20, 2020-21 and 2021-22 has to be uploaded (preferably annual report of the company)
  6. EMD of.. Rs. 50,200/- in should be credited to CEG account as per IFT Clause (4).
  7. Details of Income Tax returns filed for the Financial years 2019-20, 2020-21 and 2021-22 i.e. Assessment years 2020-21, 2021-22 and 2022-23 respectively.
  8. Documents to prove the ownership of High end Laser Jet Printing and scanning machines
  9. Previous experience in the format mentioned under Section XII
  10. GST Registration certificate to be uploaded.

**SECTION VIII: TENDER FORM**

**Office of the Executive Director, Karnataka School Quality Assessment and accreditation council (Reg.), 6<sup>th</sup> Cross, Malleshwaram, Bangalore – 560 003.**

**“PRINTING, OVERPRINTING, SUPPLY OF OMR, NOMINAL ROLL AND ADHESIVE COVERS (Supply to 34 DISTRICT DIET) AND SCANNING, EDITING, PROCESSING OF OMR AND REPORT GENERATION FOR “NMMS EXAM-2023-24”**

From,

To  
The Executive Director,  
Karnataka School quality assessment and accreditation Council(Reg.)  
KSEAB, 6th Cross, Malleshwaram, Bangalore – 560003.

Sir,

Having examined the Tender Documents including Addenda KSEAB/DPIE/KSQ2(NNOT)/1/2023-KSQAAC Date:05-10-2023 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for **PRINTING, OVERPRINTING, SUPPLY OF OMR, NOMINAL ROLL, AND ADHESIVE COVERS (Supply to 34 DISTRICT DIET) AND SCANNING, EDITING, PROCESSING OF OMR AND REPORT GENERATION FOR “NMMS EXAM-2023-24”** in accordance with the Schedule of Prices attached herewith and made part of this tender.

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 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 understand that you are not bound to accept the lowest or any tender you may receive. We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this ....day of ..... 20 .....

(Signature)  
(SCAN AND UPLOAD)

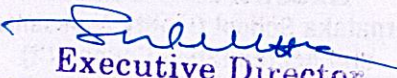
  
**Executive Director**  
**Karnataka School Quality Assessment**  
**and Accreditation Council (R)**  
**KSEEB, 6th Cross, Malleshwarar**  
**Bangalore - 560 003**

**SECTION VIII-A**  
**TECHNICAL BID**

S.N	Details required	Uploaded
1	Name and address of the firm (Addresses of the office in Bangalore should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	The tenderer should have own printing unit in any states of South India which includes Karnataka, Andhra Pradesh, Telangana, Tamil Nādu, and Kerala states and the tenderer Must have provided the service Similar to Type of “Schedule of Requirement” up to at least 80% of the quantity Required in any one of the Last 3 Years( Copy should be Enclosed)	
4	Annual turnover for the Financial years 2019-20, 2020-21 and 2021-22	
5	Copy of the PAN card (As specified under Section VII)	
6	Audited balance sheet and Profit and Loss account for the Financial years 2019-20, 2020-21 and 2021-22	
7	EMD of Rs.50,200/-	
8	Income Tax returns filed for the Financial years 2019-20, 2020-21 and 2021-22 i.e. Assessment years 2020-21, 2021-22 and 2022-23 respectively.	
9	GST Registration certificate	
10	Previous experience in the format mentioned under Section XII	
11	Documents to prove the ownership of High End Laser Jet Printing Machines and Scanning Machines	
12	If Required a committee will be formed to Inspect the printing unit to verify the printing capacity and other infrastructure are adequate to execute the tender successfully.	
13	If Required the Bidder shall give a “DEMO” in KSQAAC office Premises of Variable data Printing, Scanning, Editing, Processing and Report Generation to check the capacity of the Bidder to execute the tender work successfully. All Necessary Equipments (Computer, Printer, etc) shall be carried by the Bidder only.	

Note: The Enclosures related to Sl. No. 1 to 13 must be self attested and uploaded

**Seal and signature of the Tenderer**  
(SCAN AND UPLOAD)

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

SECTION VIII-B

**PRICE SCHEDULE**

Sl. No.	Details	Quantity (Approximate)	Rate Per Sheet (Rs. In Numbers)	Total rate (Rs. in numbers)	Remarks
1	2	3	4	5=(3x4)	6
1	Rate for "Printing, overprinting, Supply of OMR and supply to 34 District DIET's in all over the Karnataka	Approximately 4,00,000 OMRs			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	Buffer OMR	Approximately 16000 OMRs			
3	Rate for Scanning, Editing, Processing of OMR at the State level	Approximately 4,00,000 OMRs			
4	Rate for Report generation of NMMS EXAM Block wise, District wise, and State wise, as per the Templates provided by purchaser"	Approximately 03 templates			
5	Rate for Printing & Supply of Nominal Roll	Approximately 50000 sheets			
6	Rate for Overprinting & Supply of Pre-Printed Adhesive Covers	Approximately 2400 covers			
<b>Grand Total :</b>					

Note: The Tenderer Should quote the rates per sheet consider the specifications mentioned in section V and VI. And Refer Section-II of D-20


DATE :

SIGNATURE OF THE TENDERER

PLACE :

NAME ADDRESS AND SEAL

.....

  
**Executive Director**  
**Karnataka School Quality Assessment and Accreditation Council (R)**  
**KSEEB, 6th Cross, Muttacharanz**  
**Bangalore**

**SECTION X:**  
**CONTRACT FORM**

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

**WHEREAS** the Purchaser is desirous that certain ancillary services viz.....  
(Brief Description of Services) and has accepted a tender by the Service Provider 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 Service Provider as hereinafter mentioned, the Service Provider 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 Service Provider 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 Service Provider are as under:

SL.NO.	BRIEF DESCRIPTION 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 Service Provider)

in the presence of:.....

**SECTION XI.**

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)  
.....  
**WHEREAS** ..... (Name of Service Provider)

hereinafter called "the Service Provider" has undertaken , in dated,.....  
pursuance of Contract No..... 20... to  
Supply..... (Description 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.

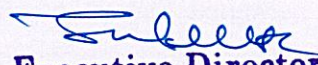
**AND WHEREAS** we have agreed to give the Service Provider a Guarantee:

**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 the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....  
.....  
Date.....20....  
Address:.....  
.....  
.....

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





**SECTION XII**

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

Proforma for Performance Statement for the last Five years

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


Name of the Firm:

.....  
 .....

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

Signature and Seal of the Tenderer:

(SCAN AND UPLOAD)

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



**SECTION XIII**

**Penalty for Deviations**

**Penalty for deviation in the quality of Paper**

Sl.No	Property	Specification	ITEM NAME	Penalty percentage on total order value
1	Substance	110 GSM	OMR	For every 1% deviation a penalty of 2% on total order value
		200 Microns 18*12 with flap and gumming	Pre-Printed Adhesive Covers	
		70 GSM	Nominal Roll,	

**Note: 1) 100% Payment will be made as per clause 13 of GCC after the Completion of work and quality testing process.**

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

