



GOVERNMENT OF KARNATAKA

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

**e-TENDER NOTIFICATION FOR THE SUPPLY OF VARIOUS
TYPES OF ENVELOPES ALONG WITH OVERPRINTING FOR
2024 S.S.L.C AND OTHER EXAMINATIONS WORK**

TENDER DOCUMENTS

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

Address for communication:

**DIRECTOR, EXAMS
KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD,
6TH CROSS, MALLESWARAM, BENGALURU – 560 003.
Phone No: 080-23369154 Fax: 080- 23347670**

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



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TENDER SCHEDULE

**e-TENDER NOTIFICATION FOR THE SUPPLY OF VARIOUS
TYPES OF ENVELOPES ALONG WITH OVERPRINTING FOR 2024
S.S.L.C AND OTHER EXAMINATIONS WORK**

1	TENDER REFERENCE NO & DATE	No: KSEAB/DPIE/B5(PSEN)/1/2023- BSEC DATE- 27.10.2023
2	APPROXIMATE VALUE OF TENDER	Rs. 25,00,000
3	EMD AMOUNT	Rs.50,000/-
4	TENDER COMMENCEMENT DATE	30.10.2023
5	PRE-BID MEETING	04.11.2023 at 11.30am
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	13.11.2023 at 11.30am
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	16.11.2023 at 11.30am
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	18.11.2023 at 11.30am
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD, 6 TH CROSS, MALLESWARAM, BENGALURU 560003.


Director (Exams)
Karnataka School Examination
And Assessment Board
Malleshwaram, Bengaluru-560003




**SHORT TERM e-TENDER NOTIFICATION FOR THE SUPPLY OF
VARIOUS TYPES OF ENVELOPES ALONG WITH OVERPRINTING FOR
2023-S.S.L.C, P.U.C AND OTHER EXAMINATIONS WORK**

SECTION I: INVITATION FOR TENDER (IFT)

IFT No: KSEAB/DPIE/B5(PSEN)/1/2023-BSEC

DATE- 27.10.2023

1. The Director, Exams, Karnataka School Examination And Assessment Board, 6th cross, Malleshwaram, Bengaluru-560003, invites short term e-tenders from eligible bidders for the **“Supply of various types of envelopes along with overprinting for 2024 S.S.L.C and Other examinations work”**
2. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents may be downloaded from www.eproc.karnataka.gov.in and www.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
4. The Earnest Money Deposit shall be paid through any of the following e-payment modes.
 - a. Credit card
 - b. Direct debit (ICICI bank holders only)
 - c. National Electronic Fund Transfer.
 - d. Remittance over the ICICI Bank counters using OTC challan anywhere in India.The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank
5. Technical bids will be opened as specified in 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.
6. Other details can be seen in the tender document.


Director (Exams)
Karnataka School Examination
And Assessment Board
Malleshwaram, Bengaluru-560003



ABBREVIATIONS

1	ITT	Instructions to Tenderers
2	IFT	Invitation for Tenders
3	GCC	General Conditions of Contract
4	SCC	Special Conditions of Contract
5	KSEAB	Karnataka School Examination And Assessment Board
6	EMD	Earnest Money Deposit
7	CeG	Centre for e-Governance

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SECTION – II: INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1. Eligible Tenderers

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

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 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;
 - 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 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.

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 specified in the tender schedule at KSEAB, 6th Cross, Malleshwaram, Bengaluru 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 2.00 PM of the pre-bid meeting date.

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 Goods 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

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.

9. Tender Prices

- 9.1 The tenderer shall indicate on the price schedule, separate rates for all the types of envelopes. Tenderer should quote rates for all the items. A tender submitted with rates not quoted for all items shall be rejected for being non-responsive.
- 9.2 Prices on the Price Schedule shall be entered including all taxes:
- a) the price of the Goods, including all duties and sales and other taxes already paid or payable on components and raw material used in the manufacture or assembly of services quoted ex-works or ex-factory; or
 - b) any Indian duties, sales and other taxes which will be if this Contract is awarded;
- 9.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

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 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, Printers, cutting and other required 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

- a. Deleted
- b. All tenderers should submit their tenders through e-procurement portal only.
- c. Deleted
- d. Telex, Cable or facsimile tenders will be rejected.
- e. 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 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.

- 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 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.

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) 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. No credit will be given to earlier deliveries and tenders offering delivery beyond 3 months 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 of 4 percent per annum.

23.1.1. Successful bidder will be evaluated on Lumpsum basis after obtaining rates for all items individually from Sl. No. 1 to 03 of the Section VIII-B (Price Schedule).

23.1.2. Quoting of rates for all Items of the Price Schedule in e-procurement is mandatory.

Itemwise option has been activated in e-procurement portal for obtaining itemwise rate; however, successful bidder will be evaluated on Lumpsum basis

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.

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.

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.200/- 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.


Director (Exams)
Karnataka School Examination
And Assessment Board
Malleshwaram, Bengaluru-560075


SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions:

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, and other obligations of the Supplier 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 Supplier" means the individual or firm delivery of Goods under this Contract.
- (h) "The Government" means the Government of Karnataka State.
- (i) "The State" means the Karnataka State
- (j) "The Project Site", where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2. Application:

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

3. Standards

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

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

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the

property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. 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 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

- 6.2 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.
- 6.3 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.
- 6.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at KSEAB 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 Supplier 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.

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

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 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.

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 Supplier 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 Supplier 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 Supplier should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages in which case the extension shall be ratified by the parties by amendment of the Contract.
- 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 damaged items supplied, same shall be replaced by supplier, If damaged items are not replaced, for each item a penalty twice of the amount quoted per each item in the price schedule will be levied.

20.5 Penalty for technical deviation in quality of paper shall be levied as per Section XIII

21. Liquidated Damages

21.1 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. 0.5% penalty per day on cost of the material in the work order shall be levied as delay penalty.
- b. Any delay beyond 15 days will lead to cancellation of contract, forfeiture of Performance Guarantee and black list of the supplier.

21.2 The Purchaser may consider termination of the Contract and black list the supplier pursuant to GCC Clause 17 after the delay of 20 days.

21.3 Penalty for deviations in the quality of paper shall be levied as per Section XII

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 Supplier, terminate the Contract in whole or part:

- 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 21; 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.

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 Supplier shall be liable to the Purchaser for any excess costs for such similar Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

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.
- 26.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 26.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 26.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

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 (SCC Clause 13)

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


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SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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 Supplier is Tenderer

2. **Inspection and Tests**

As per relevant clauses mentioned in the 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)**

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 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 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 Supplier.

Purchaser: The Director, Exams, Karnataka school examination and assessment board, 6th Cross, Malleshwaram, Bengaluru-03

Supplier: (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 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;

9. 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.

10. 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.

11. 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.

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

- 12.1 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.
- 12.2 Item wise option has been activated in e-procurement portal for obtaining item wise rate; however, successful bidder will be evaluated as said above.
- 12.3 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.

13. Debarment:

The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity, by following the procedure as laid down in rule 26A of KTPP Act 1999 and Rules 2000 or submit the proposal to the Government through state Level Debarment Committee as laid down in rule 26B of KTPP Rules 2000 to debar a tenderer or contractor or supplier, in the public interest and on the grounds specified in the KTPP Act.1999 and rules 2000.



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SECTION V: SCHEDULE OF REQUIREMENTS


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

Part-1

Sl. No	Item Description (Overprinting as per proof approved to all items)	Specification of paper	Quantity	Approx. issue of Supply Order	Delivery Schedule	EMD in Rupees
1	<u>Confidential Envelopes</u> Length-15 inches, width-11 inches (when flap closed) Flap size-2 inches Quality: 90GSM good quality Kraft paper	As mentioned in Section VI Technical Specification	8,20,000 (Eight lakh twenty thousand)	Month of December	Within 30 Days after the date of Proof Approval. Delivery Point : Office of the Chairman, KSEAB, 6th Cross, Malleshwaram, Bengaluru-03	Rs.50,000/- applicable for items from Sl no.1 to 3)
2	<u>Polynet covers</u> Length-14 inches, width-10 inches (when flap closed), Flap size-2 inches self adhesive Quality: 90GSM green Ledger paper (polynet)	As mentioned in Section VI Technical Specification	10,000 (Ten thousand)	Month of December	Within 15 Days after the date of Proof Approval. Delivery Point : Office of the Chairman, KSEAB, 6th Cross, Malleshwaram, Bengaluru-03	
3	<u>Clothline covers (Small size)</u> Length-12 inches, width-05 inches (When flap closed) Flap size-1 inch Quality: 80GSM green Ledger paper with 702 mull cloth	As mentioned in Section VI Technical Specification	1,000 (One thousand)	Month of December		

Part-II (Incidental Services): All services required for the implementation of the tender work are applicable.

Note: Supply Order shall be issued immediately after the signing of Contract pursuant ITT Clause 26.2.


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SECTION VI - TECHNICAL SPECIFICATIONS

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

Sl. No	Work Description (Overprinting as per proof approved to all items)
1	<u>Confidential Envelopes</u> Length-15 inches, width-11 inches (when flap closed) Flap size-2 inches Quality: 90GSM good quality Kraft paper
2	<u>Polynet covers</u> Length-14 inches, width-10 inches (when flap closed), Flap size-2 inches self adhesive Quality: 90GSM green Ledger paper (polynet)
3	<u>Clothline covers (Small size)</u> Length-12 inches, width-05 inches (When flap closed) Flap size-1 inch Quality: 80GSM green Ledger paper with 702 mull cloth

International Paper APPM Ltd., Manufactured Plain MG Kraft Natural Shade Paper or equivalent		
Properties	Unit	Specifications
Basis Weight	GSM	90
Burst Factor	-	24-26
Breaking Length-MD	Meters	6,000 ±5%
Breaking Length-CD	Meters	3,000 ±5%
Tear Factor	-	70 Min.
Cobb (60 sec) – TS/WS	GSM	25 Max.
Brightness	% ISO	45 ±5%


CD - Cross Direction, MD - Machine Direction, MG - Machine Glazed

1. Item Sl. No 1, **the tenderers shall submit samples for 90GSM good quality Kraft paper.**
2. Item Sl. No 2, **the tenderers shall submit samples 90GSM green Ledger paper with plastic coating inside.**
3. Item Sl. No. 3, **the tenderers shall submit samples 80GSM green Ledger paper with 702 mull cloth.**
4. **The tenderer shall submit samples of the Paper for all envelope types in item Sl no 1 to 3, to the Senior Assistant Director, “B” Section, Karnataka School Examination and Assessment Board as mentioned in e-procurement portal.**
5. **These samples are to be packed in covers duly indicating name and address of the tenderer on the sealed cover and on all the samples. The tenderers without the samples shall be categorically rejected. The samples shall bare the manufacturers name, brand, GSM etc.,**
6. Board will verify the sample visually, and wherever required Lab testing may also be done.
7. If the sample paper does not meet up with the above-mentioned technical specification shall be rejected. Board decision shall be final in this regard.
8. Penalty for deviation in the quality of Paper shall be levied as per Section XIII.
9. The supplier shall have to get the sample along with overprint matter approved by the purchaser before bulk supply. Sample of the overprint matter is uploaded in e-procurement portal for the bidder’s reference.
10. Quality of the covers supplied under item Sl. No: 1 will be sent for quality check before payment of bills. (Post Delivery Quality Check)

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2 of ITT)

1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society.
2. GST Registration Certificate.
3. Enterprise shall be registered with the Director of Industries and Commerce, Government of Karnataka as a Micro and Small Enterprises. (As per notification no: FD 130 Exp-12/2015 dated 10.10.2017).
4. The average annual financial turnover should not be less than Rs.26.00 lakhs in the last three Financial Years 2019-20, 2020-21 and 2021-22 (i.e., Assessment Year 2020-21, 2021-22 & 2022-23 respectively), for companies registered under MSME (MSME certificate to be submitted for any claims), in the last two Financial Years 2020-21 and 2021-22 (i.e., Assessment Year 2021-22 & 2022-23 respectively). (As per G.O no: FD 908 Exp-12/2019 Bengaluru dated 21.07.2020).
5. The tenderer should be a manufacturer who must have manufactured 40% of the tender quantity (3,32,400 envelopes) in last 2 years. Past experience of the same in the format mentioned under Section XII along with work orders must be uploaded. (As per G.O no: FD 908 Exp-12/2019 Bengaluru dated 21.07.2020).
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 copy of the company.
7. Audited balance sheet and Profit and Loss account for the Financial Years 2019-20, 2020-21 and 2021-22 (i.e., Assessment Year 2020-21, 2021-22 & 2022-23 respectively) has to be uploaded.
8. EMD of Rs. 50,000/- in should be credited to CeG account as per IFT Clause (4).
9. Details of Income Tax returns filed for the Financial Years 2019-20, 2020-21 and 2021-22 (i.e., Assessment Year 2020-21, 2021-22 & 2022-23 respectively).
10. The tenderer shall submit samples of the Paper to the Senior Assistant Director, "B" Section, Karnataka School Examination and Assessment Board as mentioned in e-procurement portal.
11. These samples are to be packed in 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. The samples shall bare the manufacturers name, brand, GSM etc.,


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SECTION VIII: TENDER FORM

**Office of the Director, Exams, Karnataka School Examination and Assessment Board,
6th Cross, Malleshwaram, Bengaluru – 560 003.**

**“The supply of various types of envelopes for 2024-S.S.L.C and Other examinations work
along with overprinting”**

From,

To
The Director, Exams,
Karnataka School Examination and Assessment Board,
6th Cross, Malleshwaram, Bengaluru – 560003.

Sir,

Having examined the Tender Documents including Addenda No: KSEAB/DPIE/B5(PSEN)/1/2023-BSEC DATE- 11.10.2023, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for “Supply of various types of envelopes along with overprinting for 2024 S.S.L.C and Other 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.

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

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

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

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

We understand that you are not bound to accept the lowest or any tender you may receive. We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated thisday of 20

(Signature)


(SCAN AND UPLOAD)

SECTION VIII-A
TECHNICAL BID

S.N	Details required	Uploaded
1	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	GST Registration Certificate	
4	Enterprise shall be registered with the Director of Industries and Commerce, Government of Karnataka as a Micro and Small Enterprises.	
5	Annual turnover for the Financial years 2019-20, 2020-21 and 2021-22 (i.e., Assessment Year 2020-21, 2021-22 & 2022-23 respectively).	
6	Copy of the PAN card (As specified under Section VII)	
7	Audited balance sheet and Profit and Loss account for the Financial years 2019-20, 2020-21 and 2021-22 (i.e., Assessment Year 2020-21, 2021-22 & 2022-23 respectively).	
8	EMD of Rs. 50,000/-	
9	Income Tax returns filed for the Financial years 2019-20, 2020-21 and 2021-22 (i.e., Assessment Year 2020-21, 2021-22 & 2022-23 respectively).	
10	Past experience of the same in the format mentioned under Section XII along with work orders must be uploaded (40% of the tender quantity-3,32,400 envelopes in last 2 years).	

Seal and signature of the Tenderer

(SCAN AND UPLOAD)


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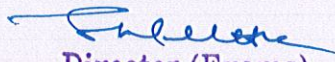
SECTION VIII-B

PRICE SCHEDULE

Sl. No.	Stationery Details (Overprinting as per proof approved to all items)	Quantity	Price including all applicable statutory taxes	Remarks
1	2	3	4	
1	<u>Confidential Envelopes</u> Length-15 inches, width-11 inches (when flap closed) Flap size-2 inches Quality: 90GSM good quality Kraft paper	8,20,000 (Eight lakh twenty thousand)	(PER -1)	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	<u>Polynet covers</u> Length-14 inches, width-10 inches (when flap closed), Flap size-2 inches self adhesive Quality: 90GSM green Ledger paper (polynet)	10,000 (Ten thousand)	(PER -1)	
3	<u>Clothline covers (Small size)</u> Length-12 inches, width-05 inches (When flap closed) Flap size-1 inch Quality: 80GSM green Ledger paper with 702 mull cloth	1,000 (One thousand)	(PER -1)	

Note:

1. Successful bidder will be evaluated on Lumpsum basis after obtaining rates for all items individually from Sl. No. 1 to 3 the Section VIII-B (Price Schedule).
2. Quoting of rates for all Items of the Price Schedule in e-procurement is mandatory.
3. Item wise option has been activated in e-procurement portal for obtaining item wise rate; however, successful bidder will be evaluated on Lumpsum basis.
4. Quality of the covers supplied under item Sl. No: 1 will be sent for quality check before payment of bills. (Post Delivery Quality Check).
5. Prices shall include transportation, packing and insurance and all types of incidental charges to be incurred for the implementation of the Tender work successfully.


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SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Not Applicable

SECTION X:
CONTRACT FORM

THIS AGREEMENT made theday of..... 20... Between.....
(Name of purchaser) of..... (Country of Purchaser) (Hereinafter called "the Purchaser") of
the one part and..... (Name of Supplier) of..... (City and Country of Supplier)
(Hereinafter called "theSupplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

SL NO	BRIEF DESCRIPTION OF SUPPLY	UNIT PRICE	TOTAL PRICE

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the said(For the Supplier)
in the presence of:.....

SECTION XI.

PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

.....
(Name of Supplier)

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

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

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

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

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

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

SECTION XII

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

Proforma for Performance Statement for the last three years

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

Name of the Firm:

.....

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

Signature and Seal of the Tenderer

(SCAN AND UPLOAD)


SECTION XIII

Penalty for deviations

Penalty for deviation in the quality of Paper supplied for Item Sl. No. 1

Properties	Unit	Specifications	Penalty percentage on total order value
Basis Weight	GSM	$90 \pm 2.5\%$	For every 1% deviation a penalty of 2% on total order value
Cobb (60 sec) – TS/WS	GSM	25 Max.	For each unit deviation a penalty of 1% on total order value
Brightness	% ISO	$45 \pm 5\%$	For each 3 units deviation a penalty of 1% on total order value

Note: - Penalty shall be levied, if there is negative deviation beyond the tolerance limit, influencing the quality of the envelopes.


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