



GOVERNMENT OF KARNATAKA

Karnataka School Quality Assessment and Accreditation Council (Reg.)
KSEAB, 6th cross, Malleshwaram, Bangalore - 560003

e-TENDER NOTIFICATION (Short Term)

PRINTING, OVERPRINTING, SUPPLY OF OMR, NOMINAL ROLL, Pre-Printed ADHESIVE COVERS (Supply to 34 DISTRICT DIET) AND SCANNING, PROCESSING OF OMR AND Reports GENERATION FOR "STATE ACHIEVEMENT SURVEY-2022-23"

TENDER DOCUMENTS

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

Address for communication:

Executive Director

**Karnataka School Quality Assessment and Accreditation Council (Reg.)
1st Floor, KSEAB, 6th cross, Malleshwaram, Bangalore – 560003**

Phone No: 080-23341615, 23562283

MAIL ID : ksqaacbanga@gmail.com



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TENDER SCHEDULE

**e-TENDER (Short Term) 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 Reports GENERATION FOR “STATE
ACHIEVEMENT SURVEY-2022-23”**

1	TENDER REFERENCE NO & DATE	KSEEB/DPIE/KSQ2(MISC)/5/2022-KSQAAC
2	APPROXIMATE VALUE OF TENDER	Rs 34,40,000
3	EMD AMOUNT	Rs. 68,800
4	TENDER COMMENCEMENT DATE	09-12-2022
5	PRE-BID MEETING	13-12-2022 11.30 AM
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	17-12-2022 04.30 PM
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	20-12-2022 11.30 AM
8	TENTATIVE TIME AND DATE OF OPENING OF COMMERCIAL BIDS	22-12-2022 11.30 AM
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE EXECUTIVE DIRECTOR, KARNATAKA SCHOOL QUALITY ASSESSMENT AND ACCREDITATION COUNCIL, KSEAB, 1 st FLOOR, 6 TH CROSS, MALLESHWARAM, BANGALORE – 560 003.


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



E-TENDER(Short Term) NOTIFICATION FOR PRINTING, OVERPRINTING, SUPPLY OF OMR, NOMINAL ROLL, AND ADHESIVE COVERS (Supply to 34 DISTRICT DIET) AND SCANNING, PROCESSING OF OMR AND Reports GENERATION FOR “STATE ACHIEVEMENT SURVEY -2022-23”

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

KSEEB/DPIE/KSQ2(MISC)/5/2022-KSQAAC Date:31-10-2022 The Executive Director, Karnataka School Quality Assessment and accreditation council, 6th Cross, Malleswaram, Bangalore-560003, invites e-tenders from eligible bidders for **“Printing, overprinting, Supply of OMR, NOMINAL ROLL, AND ADHESIVE COVERS (Supply to 34 DISTRICT DIET) and Scanning, Processing of OMR and Reports generation for “STATE ACHIEVEMENT SURVEY -2022-23”**

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 www.eproc.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
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.

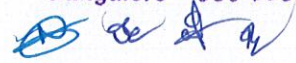
The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK’s central pooling a/c held at ICICI Bank

3. Technical bids will be opened on **20-12-2022 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	OMR	Optical Mark Reader (Used to capture data of students attending examination)
2	ITT	Instructions to Tenderers
3	IFT	Invitation for Tenders
4	GCC	General Conditions of Contract
5	SCC	Special Conditions of Contract
6	EMD	Earnest Money Deposit
7	CeG	Centre for e-Governance
8	KSQAAC	Karnataka School Quality Assessment and Accreditation council


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Bangalore - 560 003



SECTION – II: INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1. Eligible Tenderers

2.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation for Tenders.

2.1 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

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

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

4.2 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 on **13-12-2022 at 11.30 am** at Office of KSQAAC, KSEAB, 1st floor, 6th Cross, Malleshwaram, Bangalore 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till ; **13-12-2022 at 2.30 PM.**

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.

7. Documents comprising the Tender

- 7.1 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 services to be supplied by the Tenderer conform to the tender documents; and
 - Earnest Money Deposit furnished in accordance with ITT Clause 11.

8. Tender Form

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

9. Tender Prices

- 9.1 The tenderer shall indicate on the price schedule, the unit price and total tender prices if the goods it proposes to supply under the Contract. tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award
- 9.2 Prices on the Price Schedule shall be entered in the following manner:
- a) Including the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - b) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
 - c) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

- d) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 Deleted

- 7.1 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

10. Tender Currency

- 10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1 Pursuant to ITT Clause 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.
- 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, 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.

12. Documents establishing the delivery of service

- 12.1 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 services which the tenderer proposes to provide under the contract.
- 12.2 Documents to prove the ownership of High End Laser Jet printing machines & scanning machines to print and scan barcodes and variable data on OMR sheets
- 12.3 Approximate number of records involved in printing, overprinting, supply, scanning, and processing, Reports Generation is 2.21 Lakh candidates with 6.4 Lakh OMRs.

13. Earnest Money Deposit

- 13.1 Pursuant to IFT Clause 4, The Earnest Money Deposit shall be credited to the account of Centre for e governance.
- 13.2 The Tenderer shall transfer Rs. 68,800/- as EMD to e-governance.
- 13.3 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.
- 13.4 Unsuccessful Tenderer's tender securities will be 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 12.
- 13.5 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.
- 13.6 The earnest money deposit may be forfeited:
- (a) if a Tenderer
 - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (ii) does not accept the correction of errors pursuant to ITT Clause 19.2; or

- (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 26; or
 - (ii) to furnish performance security in accordance with ITT Clause 27.

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 15. 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 there to 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.

15. Format and Signing of Tender

- 15.1 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

16. Submission of Tenders

- 16.1 **All tenderers should submit their tenders through e-procurement portal only.**
- 16.2 Telex, Cable or facsimile tenders will be rejected.
- 16.3 Tender should be submitted in 2 cover system
 - 1. Technical bid (cover-I)
 - 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 submission, for any number of times before the deadline for the submission of bids with no extra cost.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.

- 19.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.

E. TENDER OPENING AND EVALUATION OF TENDERS

20. Opening of Tenders by the Purchaser

- 20.1 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 17-12-2022** at the Office of the Executive Director, Karnataka School Quality Assessment and accreditation Council, 6th Cross, Malleshwaram, Bangalore – 560003.
- 20.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.
- 20.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 20.4 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 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 Service Provider does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 22.3 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.

22.4 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 20) 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.

22.5 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.

22.6 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.

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 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

23.2 Separate quotes shall be given for all items. Quoting rate for all item is Mandatory. In the e-procurement portal, only for the purpose of obtaining the unit price separately for all items, "item wise evaluation" has been activated, but actual evaluation shall be on the basis of least total amount of all items. i.e The bidder whose total amount (unit price x Quantity) of all items is Lowest, will be treats as L1 to execute tender work.

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.

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 or more 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 7 days of receipt of the Contract Form, the successful Tenderer shall enter into an agreement with the Purchaser on Rs. 200/- Stamp Paper and return 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 (GCC Clause 4.1), 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 :

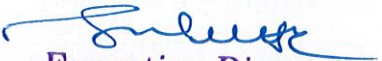
(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(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.

32.1 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.



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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 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 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, Processing of OMR, (Supply to 34 district DIET) and Reports generation for STATE ACHIEVEMENT SURVEY 2022-23"**

1. Application:

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

2 Standards

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

3 Performance Security

- 4.1 Within 07 days of receipt of the notification of contract award, the Service Provider shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations.**
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 4.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favor of the Purchaser.; or
 - (c) Specified small savings instruments duly pledged to the Purchaser.
- 4.4 The Performance Security will be discharged by the Purchaser and returned to the Service Provider not later than 60 days following the date of completion of the Service Provider's performance obligations, including any Warranty obligations, under the Contract.
- 4.5 In the event of any contract amendment, the Service Provider 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.

4 Inspections and Tests

- 5.1 The Purchaser or its representative shall have the right to inspect and/or to test the process of services being provided by the tenderer. Over printed barcodes, application number and other details should be certified by the purchaser before starting the bulk print of data.
- 5.2 The tenderer shall have to make modifications as desired by the Purchaser in over printing of data and barcode, if required.
- 5.3 The tenderer shall not make any changes in the data and maintain confidentiality of data so printed.
- 5.4 Quality of the paper supplied will be tested before accepting them for overprinting.

5 Packing "Applicable"

6 Delivery of service and Documents "Applicable"

7 Insurance

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.

8 Transportation "Applicable"

9 Incidental Services Deleted

10 Warranty Deleted

12. Payment

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

12.2 No advance payment will be made by the Department to carry out the tendered work. Payments will be made only after satisfactory completion of work and handing over complete error free data related to the entire work of printing, supply, scanning, and processing of data.

12.3 Payment shall be made in Indian Rupees.

13. Prices

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

14. Contract Amendments

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

15. Delays or discrepancies in the Service Provider's Performance

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

15.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages.

15.3 A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

15.4 No wastage cost towards the wastage of OMR sheets shall be paid by the purchaser.

15.5 No additional cost will be paid for re-printing done due to wastages specified in Clause 15.4 above.

16. Liquidated Damages

- 16.1 If the Supplier fails to deliver any or all of the Items or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum of Rs. 0.5% of the delivered **price of the delayed Items or unperformed Services for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 17.**

17. Termination for Default

- 17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, 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 Service Provider fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15; or
 - ii. if the Service Provider fails to perform any other obligation(s) under the Contract.
 - iii. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

18. Force Majeure

- 18.1 Notwithstanding the provisions of GCC Clauses 15, 16, 17, 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.
- 18.2 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.
- 18.3 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.

Termination for Insolvency

18.4 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.

19. Termination for Convenience

19.1 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.

19.2 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: to have any portion completed and delivered at the Contract terms and prices; and/or 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.

20. Settlement of Disputes

21.1 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.

21.2 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.

21.3 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.

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

21.5 Not with standing any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

22 Limitation of Liability

22.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement Patent Rights (The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.,)

- 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.

23 Governing Language

- 23.1 The contract shall be written in English language. Subject to GCC Clause 24, 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.

24 Applicable Law

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

25 Notices

- 25.1 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.
- 25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

26 Taxes and Duties

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

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, Karnataka School Quality Assessment and Accreditation Council, 6th Cross, Malleshwaram, Bangalore – 560 003.
- (b) The Service Provider is Tenderer

2. Inspection and Tests As per GCC Clause 5

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

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”

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.

3. 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 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.

4. Notices (GCC Clause 19)

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

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

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

5. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under 13:

- 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;

6. Right to use defective equipment:

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

7. 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.

8. 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.

9. 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.

SECTION V: SCHEDULE OF REQUIREMENTS

“Printing, overprinting, Supply of OMR, Nominal Roll, and Adhesive Covers and Scanning, Processing of OMR, (Supply to 34 district DIET) and Reports generation STATE ACHIEVEMENT SURVEY-2022-23

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 SAS Schoolwise, Clusterwise, Block wise, District wise, and State wise.
3. In case of any violation in the number of pages, payment shall be made on prorata basis to that particular item.
4. Time schedule for printing, supply, scanning, processing and Reports generation of OMR sheets shall be as follows:

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 Reports GENERATION OF STATE ACHIEVEMENT SURVEY- 2022-23

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 1. OMR 80 GSM SINGLE COLOR PRE PRINTED OMR Single Side Printing (A GRADE MILL PAPER) (Approximately No. of OMR Sheets – 6,04,000) 2. OMR 110 GSM MULTI COLOR PRE-PRINTED OMR Two Side Printing (Approximately No. of OMR Sheets – 35,000) Printing & supply to 34 District DIETs and scanning of OMR forms and converting it into Database, Report generation using the Templates provided	1. Initiating printing of OMRs and over printing work within 05 days from the final draft approval of OMR format. 2. Scanning, rocessing and Reports generation of OMRs (within 10 Days after handing over the filled OMRs of the assessment)	Rs 68,800/-
02	Nominal Roll 70GSM = 20 Students data each Sheet (Two side Printing of students data)	(App. 8,000 Sheets)	
03	Pre-Printed Adhesive Covers(Self Sticking Adhesive tamper proof preprinted covers-(Double layered LDPE Cover) Overprinting of given data(for 200 OMR=01cover)	(App. 38,000 Covers)	
04	Reports of SAS EXAM a) School wise b) Cluster wise c) Block wise d) District wise e) State Report	App.5 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 80GSM & 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 2,21,000 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 Reports 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.6,46,000 (2,21,000 Students) Scanning and creation of database is to be carried out in K.S.Q.A.A.C premises only.
- After completion of each district-School wise, Cluster wise, Block wise, District wise, State wise, and 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.

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. Specification of individual forms:
- 3.

S.No.	Form	Specification	Details
1	OMR	OMR 80 GSM SINGLE COLOR PREPRINTED OMR (A GRADE MILL PAPER)	Single side printing and scannable with barcode/QR Code
2	OMR	OMR 110 GSM MULTI COLOR PRE-PRINTED OMR(A GRADE MILL PAPER)	Both side printing and scannable with barcode/QR Code
3	Nominal Roll	A4 size, (Single Color) 70 GSM (A GRADE MILL PAPER)	TWO side printing
4	Adhesive Covers (Self Sticking Adhesive tamper proof preprinted covers- (Double layered LDPE Cover)	200 Microns 18*12 inches with Flap and Gumming	Single side single color printing of given information
5	Scanning, and Processing of OMR	-----	Single and Both sides of OMR

4. 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.
5. 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.
6. The successful tenderer is expected to maintain highest standard of accuracy while scanning and compilation of data.
7. 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.
8. The tenderer has to print the barcode and register School wise, Cluster wise Block wise, District and State wise, on OMR sheets.
9. Any damages, variations or mistakes in the printing work, the supplier shall have to reprint and supply without any additional cost to District.
10. All the Items mentioned should be packed in good polythene lined carton boxes. And Delivery before 3 days to the date of exam
11. Quantities are approximate only. Payments will be made on the basis of actual number of records executed.
12. 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.

13. 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
14. 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.**
15. 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.
16. Barcode / QR Code printed should be legible, neatly printed that can be read easily by scanner.
17. The Service Provider shall start the bulk printing only after the sample is approved by the Purchaser.
18. The Service Provider shall maintain the track of printed and supply of all the forms to Districts 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.
19. 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.
20. Quantities mentioned in Schedule of Requirements are Approximate only. Payments will be made on the basis of actual no of records executed.
21. 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	

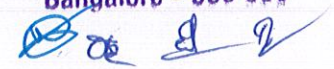
Signature of the Concerned Officer WITH SEAL AND DATE


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" upto at least 80% of the quantity Required in any one of the Last 3 Years(Copy should be Enclosed)
 - (c)Tenderer should have experience in preparing the Reports 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 Reports 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 SAS 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, Processing and Reports 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-, 2018-19, 2019-20 and 2020-21
 3. The tenderer should have minimum of 3 years of experience in the field of scanning and Reports 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 2018-19, 2019-20, And 2020-21 has to be uploaded (preferably annual Reports of the company)
 6. EMD of Rs. 68,800/- in should be credited to CEG account as per IFT Clause (4).
 7. Details of Income Tax returns filed for the Financial years 2018-19, 2019-20, And 2020-21 i.e. Assessment years 2019-20, 2020-21 and 2021-22 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.


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


SECTION VIII: TENDER FORM

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

“Printing, overprinting, Supply of OMR, Nominal Roll, Processing of OMR and Reports generation for “STATE ACHIEVEMENT SURVEY -2022-23”

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. KSEEB/DPIE/KSQ2(MISC)/5/2022-KSQAAC Date:31-10-2022 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for **“Printing, overprinting, Supply of OMR, Scanning, Processing of OMR, Nominal Roll, and Adhesive Covers and Reports generation for SAS EXAM-2022-23”** 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 thisday 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 2018-19, 2019-20, And 2020-21	
5	Copy of the PAN card (As specified under Section VII)	
6	Audited balance sheet and Profit and Loss account for the Financial years 2018-19, 2019-20, And 2020-21	
7	EMD of Rs. 68,800/-	
8	Income Tax returns filed for the Financial years 2018-19, 2019-20, And 2020-21	
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, , Processing and Reports 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, Malleshwarar
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 PRE-PRINTED OMR 80 GSM SINGLE COLOR (A GRADE MILL PAPER) Single Side Printing and supply to 34 District DIET's in all over the Karnataka	Approximately 6,04,000 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	Rate for "Printing, overprinting, Supply of PRE PRINTED OMR 110GSM MULTI COLOR (A GRADE MILL PAPER) Two Side Printing and supply to 34 District DIET's in all over the Karnataka	Approximately 35,000 OMRs			
3	Rate for Scanning, Processing of OMR 80GSM SINGLE COLOR AND SINGLE SIDE OMR	Approximately 6,04,000 OMRs			
4	Rate for Scanning, Processing of OMR 110 GSM MULTI COLOR TWO SIDE OMR	Approximately 35,000 OMRs			
5	Rate for Reports generation of SAS EXAM 1) School wise 2) Cluster wise 3) Block wise 4) District wise 5) State Report, as per the Templates provided by purchaser"	Approximately 05 templates			
6	Rate for Printing & Supply of Nominal Roll (70 GSM) A GRADE MILL PAPER TWO SIDE PRINTING	Approximately 8000 sheets			
7	Rate for Overprinting & Supply of Pre-Printed Adhesive Covers	Approximately 38000 covers			
Grand Total :					

Note: 1. The Tenderer Should quote the rates per sheet consider the specifications mentioned in section V and VI. And Refer Section-II of D-20

2. Based on the total amount for all items L-1 will be arrived and entire work will be considered as one package and will not be considered on the prices of each item /sub item.


3. Prices shall include transportation, packing and insurance and all types of incidental charges to be incurred for the implementation of the Tender work successfully.

DATE :

PLACE :

SIGNATURE OF THE TENDERER

NAME ADDRESS AND SEAL


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

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 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:.....


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

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 theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

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


Executive Director
Karnataka School Quality Assessment
and Accreditation Council (R)
KSEEB, 6th Cross, Malleshwara
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, Malleshwara
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	80 GSM SINGLE COLOR SINGLE SIDE	OMR	For every 1% deviation a penalty of 2% on total order value
		110 GSM MULTI COLOR TWO SIDE	OMR	
		200 Microns 18*12 with flap and gumming	Pre-Printed Adhesive Covers	
		70 GSM TWO SIDE PRINTING	Nominal Roll,	

Note: 1) 100% Payment will be made as per clause 12 of GCC after the Completion of work and quality testing process.


Executive Director
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