



**GOVERNMENT OF KARNATAKA**

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

**SHORT TERM e-TENDER NOTIFICATION FOR THE SUPPLY  
OF 40 PAGES RULED ANSWER BOOKLETS FOR 2022-23 2<sup>ND</sup>  
PUC ANNUAL EXAMINATION**

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

**Address for communication:**

The Director (PU Exams)  
KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD,  
6<sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560 003.  
**Phone No's: 080-23349434 Fax: 080- 23347670**

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



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**TENDER SCHEDULE**

**SHORT TERM e-TENDER NOTIFICATION FOR THE SUPPLY  
OF 40 PAGES RULED ANSWER BOOKLETS FOR 2022-23 2<sup>ND</sup>  
PUC ANNUAL EXAMINATION**

1	TENDER REFERENCE NO & DATE	No: KSEAB/PU/A.P.T/2022-23 DATE- 24.11.2022
2	APPROXIMATE VALUE OF TENDER	Rs. 6,08,70,000/-
3	EMD AMOUNT	Rs. 12,17,400/-
4	TENDER COMMENCEMENT DATE	25.11.2022
5	PRE-BID MEETING	02.12.2022 11.30 am
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	09.12.2022 4.30 pm
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	13.12.2022 11.30 am
8	TENTATIVE TIME AND DATE OF OPENING OF COMMERCIAL BIDS	15.12.2022 11.30 am
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR (PU EXAMS), KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD, 6 <sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560 003.

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

**SHORT TERM e-TENDER NOTIFICATION FOR THE SUPPLY  
OF 40 PAGES RULED ANSWER BOOKLETS FOR 2022-23 2ND  
PUC ANNUAL EXAMINATION**

SECTION I : INVITATION FOR TENDER (IFT)

IFT NO : KSEAB/PU/A.P.T/2022-23

The Director (PU Exams), Karnataka School Examination and Assessment board, 6<sup>th</sup> cross, Malleshwaram, Bengaluru-560003, invites e-tenders from eligible bidders for **‘the supply of 40 pages ruled answer booklets for 2022-23 2nd PUC annual examination’**

1. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
2. Tender documents may be downloaded from [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) and <https://sslc.karnataka.gov.in>. The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e governance. Necessary details could also be obtained over telephone
3. The Earnest Money Deposit shall be credited to the account of Centre for e- governance.
  - a. through credit card
  - b. internet banking
  - c. National Electronic Fund Transfer
  - d. Remittance over the counter in the selected branches of ICICI Bank in Bengaluru

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
4. Technical bids will be opened as per the tender schedule, in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
5. Other details can be seen in the tender documents.

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

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## SECTION – II: INSTRUCTIONS TO TENDERERS

### A. INTRODUCTION

#### 1. Eligible Tenderers

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

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India or should not have been black listed.

#### 2. Cost of Tendering:

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

### B. TENDER DOCUMENTS

#### 3. Contents of Tender Documents

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

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

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

#### 4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing at the time of pre-bid meeting or 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 per the tender schedule at KSEAB, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru-560 003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till the date of Pre-bid meeting.

## **C. PREPARATION OF TENDERS**

### **6. Language of Tender**

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser shall be written in English/Kannada language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

### **7. Documents constituting the Tender**

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

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

### **8. Tender Form**

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

### **9. Tender Prices**

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

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

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

- i Including the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
  - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
  - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- ii any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- iii the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- iv the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 Deleted

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

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

## **10. Tender Currency**

10.1 Prices shall be quoted in Indian Rupees:

## **11. Documents Establishing Tenderer's Eligibility and Qualifications**

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

(a) Deleted

(b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

- (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

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

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

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

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

**13. Earnest Money Deposit**

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

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the Security's forfeiture, pursuant to ITT Clause 13.7

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

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

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

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



13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.

13.7 The earnest money deposit may be forfeited:

- (a) if a Tenderer
  - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
  - (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
- (b) in case of a successful Tenderer, if the Tenderer fails:
  - (i) to sign the Contract in accordance with ITT Clause 30; or
  - (ii) to furnish performance security in accordance with ITT Clause 31.

#### **14. Period of Validity of Tenders**

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

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

#### **15. Format and Signing of Tender**

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

15.2 Deleted.

15.3 Deleted.

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

### **D. SUBMISSION OF TENDERS**

#### **16. Submission of Tenders**

16.1 Deleted

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

16.3 Deleted

16.4 Telex, Cable or facsimile tenders will be rejected.

16.5 Tender should be submitted in 2 cover system

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

## **17. Deadline for Submission of Tenders**

17.1 Tenders must be uploaded and signed as specified under ITT Clause 16.2 not later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Late Tenders**

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

## **19. Modification and withdrawal of Tenders:**

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

19.2 Deleted

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

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

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

### **20. Opening of Tenders by the Purchaser**

20.1 The Purchaser will open Technical Bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend at the Office of the Director (PU 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. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

23.2 L-1 would be decided, based on lowest price quoted for the tender item under Clause 7.1 in the price Schedule Section VIII B.

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

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

## **F. AWARD OF CONTRACT**

### **25. Post qualification;**

25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2(b) and is qualified to perform the contract satisfactorily.

25.2 The determination will consider the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

25.4 If Required, Technical Expert deputed by the Board, will inspect the printing unit either physically or through virtually (Any online meeting platform). If the bidder does not have the capacity as per the report by the Technical Expert the particular bidder will be categorically disqualified in the technical bid irrespective of the bidder is empanelled under IBA.

### **26. Award Criteria;**

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful

Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. However, after the contract award also at the time issue of supply order the quantity for annual exam will be based on the number of applicants.

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

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

**29. Notification of Award**

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit, pursuant to ITT Clause 13 to each unsuccessful Tenderer.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

**30. Signing of Contract**

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

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

### **1. Definitions:**

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "Goods" means all the materials which the Supplier is required to supply to the Purchaser under the Contract and the same treated as "Work Contract";
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "SCC" means the Special Conditions of Contract.
- (f) "The Purchaser" means the organization taking the Services, as named in SCC.
- (g) "The Service Provider" means the individual or firm supplying and providing the Goods and Services under this Contract.
- (h) "The Government" means the Government of Karnataka State.
- (i) "The State" means the Karnataka State
- (j) "The Project Site" where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.
- (l) "KSEAB" means Karnataka School Examination and Assessment Board.
- (m) "LOA" means Letter of acceptance.

**Note:** Where ever has been mentioned as "services" shall be considered as **'The supply of 40 pages ruled answer booklets for 2022-23 2nd PUC annual examination'**

### **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 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.

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

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

#### **5. Patent Rights**

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

#### **6. Performance Security**

- 6.1 Within 7 days of receipt of the notification of contract award, the Service Provider shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligation. (i.e. 12 months from the date of Contract.)
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
  - (b) A cashier's 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.
- 6.4 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.



6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

## **7. Inspections and Tests**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests 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.

7.3 Should any inspected or tested Goods fail or any deviations found against the the specifications, the Purchaser shall deduct penalty as mentioned Section-III.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Service Provider any warranty or other obligations under this Contract.

7.6 The Supplier shall compulsorily obtain "Mill Certification" regarding the quality of the paper purchased. "Mill Certification" shall be for the general quality of paper and more specifically regarding the GSM of the paper, Brightness of the paper and whether the paper is manufactured out of A-grade pulp. The officials of Karnataka School Examination and Assessment board or persons duly authorized by K.S.E.E.B. shall inspect the progress in Printing, packing and Despatch of answer booklets from time to time. If the bidder /printer fails to provide the necessary information regarding the progress to the authorities, at the time of inspection, KSEAB has all the rights to necessary action against the bidder on the basis of the report by the authorities. In case any answer booklet is found to be defective, they shall be replaced by the Supplier at his own cost.

## **8. Packing**

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

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including

additional requirements, if any, specified in Schedule of Requirement and in any subsequent instructions ordered by the Purchaser.

- 8.3 Packing Instructions: The Supplier will be required to make separate packages as per the instruction of the Purchaser.

## **9. Delivery of service and Documents**

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

## **10. Insurance**

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

## **11. Transportation**

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

## **12. Incidental Services**

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

## **13. Spare Parts**

“Not Applicable”

## **14. Warranty**

- 14.1 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.
- 14.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

## **15. Payment**

- 15.1 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents along with the acknowledgments form respective Principals of Exam Centers, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.2 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.

15.3 Payment process shall be initiated after receiving the quality test report as mentioned in the Section VII.

15.4 Payment shall be made in Indian Rupees.

15.5 Payment shall be made after deducting TDS under GST(If applicable only) and Income-tax at the prevailing rates.

## **16. Prices**

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

## **17. Change Orders**

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 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.

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

## **18. Contract Amendments**

18.1 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.

## **19. Assignment**

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

## **20. Subcontracts**

20.1 No Subcontracts are allowed.

## **21. Delays and discrepancies in the Supplier's Performance**

21.1 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.

21.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely delivery of the goods and performance of

Services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages in which case the extension shall be ratified by the parties by amendment of the Contract.

- 21.3 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.
- 21.4 No wastage is allowed on pre-printed Answer Booklets. If any damaged Answer Booklets are supplied in any respect same shall be replaced with new Answer booklet without any additional cost.
- 21.5 If the damaged Answer Booklets are not replaced by supplier, for each booklet a penalty twice of the amount quoted per each Answer Booklet in the price schedule will be levied.

## **22. Liquidated Damages**

- 22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 10% of the delivered price of the delayed Goods 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 23.
- 22.2 Any breach of confidentiality shall lead to blacklisting of the bidder along with forfeiture of performance Security.

## **23. Termination for Default**

- 23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
- (a) if the Service Provider fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
  - (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
  - (c) If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

## **24. Force Majeure**

24.1 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.

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

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

## **25. Termination for Insolvency**

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

## **26. Termination for Convenience**

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

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

- (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.

## **27. Settlement of Disputes**

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

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

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

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

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28. Limitation of Liability**

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

## **29. Governing Language**

29.1 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.

**30. Applicable Law**

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

**31. Notices**

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

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

**32. Taxes and Duties (SCC Clause 13)**

32.1 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.

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

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

### **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 (PU Exams), Karnataka School Examination and Assessment board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru – 560 003.
- (b) The Service Provider is Tenderer

#### **2. Inspection and Tests**

**As per relevant clause mentioned in Section V**

#### **3. Delivery and Documents (GCC Clause 9)**

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

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

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

#### **4. Incidental Services (GCC Clause 12)**

**“As mentioned in Section V”**

#### **5. Payment (GCC Clause 15)**

- (i) On Delivery and On Final Acceptance: Hundred percent of the contract price shall be paid on receipt of Goods, quality inspection report and upon submission of the



documents specified in SCC Clause 3 above; If any deviation in quality report is found, penalty shall be deducted as mentioned in the Section XIII.

## **6. Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the 12 Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

## **7. Notices (GCC Clause 19)**

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

Purchaser: The Director (PU Exams), Karnataka School Examination and Assessment board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru-03

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

## **8. Progress of Supply:**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as 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. Right to use defective equipment:**

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

## **10. Supplier Integrity:**

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

## **11. Supplier's Obligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

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

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

## **12. Patent Rights:**

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

## **13. Taxes and Duties (GCC Clause 32)**

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

As per the KTPP Rules, 2000, in determining the lowest evaluated price, the evaluation shall include all central duties such as customs duty and central excise duty inclusive of local levies as a part of the price and as per the respective sections of Central Goods and Service tax, 2017 Supplier is taxable person liable for paying GST to Competent Authority. Hence the rate quoted by the bidder shall be construed as inclusive of all statutory taxes including GST.

For the purpose of TDS deduction under GST, Tenderer shall mention the rate of GST included in the price in the e-procurement portal, if rate of GST is not mentioned, Board shall consider that the tenderer has applied the GST exemption, if rate of GST is mentioned Board shall consider that the tenderer has applied the GST and TDS under GST shall be deducted as per the prevailing rules.

Finally, Tenderer shall be responsible, if any type of actions initiated by the respective competent Authority pertaining to GST.

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

## SECTION V: SCHEDULE OF REQUIREMENTS

### “Supply of pre-printed Answer Booklet with overprinting of variable serial number on the same pertaining to 2023 IInd PUC Annual Examination”

1. As per section II Clause 23, the Director (PU Exams), KSEAB, reserves the right to increase or decrease 25% of the requirements as mentioned in Section-II Clause 10.
2. Time schedule for tender work is as below.

#### Part-1

SL. NO.	TYPE OF ANSWER SCRIPT	TECHNICAL SPECIFICATION	APPROXIMATE QUANTITY REQUIRED			DELIVERY SCHEDULE FOR BOTH ANNUAL EXAM	EMD
			TOTAL BOOKLETS	TOTAL SHEETS	TOTAL EXAM CENTERS		
1	<b>ANSWER BOOKS (40 Pages)</b>	As per Section VI	40 LAKHS	16,00,00,000/2= 8,00,00,000 Sheets	Approximately <b>1300</b> Centers in Annual Exam	Goods shall be delivered to all 2 <sup>nd</sup> PUC EXAM CENTERS across the state on or before 15.02.2022 For Annual Exam	Rs. 12,17,400/-

#### Part – II (Incidental Services) : “As mentioned in Section VI”

**Note: 1. Printer shall start the production of Answer Booklets immediately after the final proof approval from the Board. Separate packing shall be done for each type of Answer Booklet.**

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

## SECTION VI - TECHNICAL SPECIFICATIONS

Paper: The paper shall be Maplitho writing paper with following specification.

Sl. No.:	Properties	Requirement	Reference
1.	GSM	80 ± 2.5 %	
2.	Tear Index mN.m <sup>2</sup> /g, Min	CD	4.0
		MD	3.5
3.	Brightness (Minimum)	78 ± 2	
4.	Opacity (Minimum)	85 ± 2	
5.	COBB (Maximum)	24 ± 2	
6.	Smoothness ml/min, max	Top	200 ± 30
		Wire	250 ± 30
7.	Colour	White	
8.	Type of Pulp	Type-A	IS 1848:1991
9.	Size	A4 (210 X 297 MM)	
10.	LINES PER PAGE	29 Ruled Lines/Rows	

1. The above-mentioned specifications are at its minimum and any superior specifications are also acceptable. However, no price weightage will be given. The tenderers are free to quote for any other superior quality papers. but no price weightage will be given.
2. The Paper shall be uniform in formation, thickness and substance. The paper shall be evenly finished and generally free from holes, specks and other blemishes and shall look bright and fresh.
3. A-Grade Pulp means a pulp that contains mechanical pulp not more than 20%.
4. **List of Reputed Paper Mills whose quality parameters are tested and proven and the printers are advised to procure the paper required for the printing of Answer Booklet preferably of these mills or of the mills who can produce the paper of equivalent quality. The decision about the equivalence will be ascertained after the testing of samples of the paper submitted by the tenderer. Testing of all quality parameters of the samples of paper done at any one of the BIS recognised Laboratories on fast-track basis. Charges towards testing the samples of papers on fast track will be informed through e-mail to the tenderer after obtaining the proforma invoice by the Laboratory. Testing Charges shall be deposited to the Board account within 24 hours, failure to deposit the amount will be construed as rejection of the Tender without any further communication by the Board. If quality parameters tested are not matched with the Board specification will result in the rejection of particular Tenderer which shall be final. Testing of paper samples for the below mentioned Paper Mills are exempted, but post supply testing shall be carried as per Section -XIII.**
  1. M/s West Coast Paper Mills, Dandeli, Karnataka
  2. M/s TNPL, Tamilnadu
  3. M/s Andhra Pradesh Paper Mills, Rajamundry, Andhra Pradesh
  4. M/s Seshasai Paper and Boards Limited, Erode, Tamilnadu
  5. M/s JK Paper Limited, Orissa
  6. M/s Century Paper and Pulp
  7. M/s Ballarpur Industries Limited (BILT).

5. **The tenderer shall submit samples of the Paper from two mills for the Answer Booklet Printing to the Director (PU Exams), K.S.E.A.Board, 6<sup>th</sup> Cross, Malleshwaram, Bangalore-560 003 on or before the last specified for the submission of tenders and shall obtain an acknowledgement to this effect and which shall be scanned and uploaded to the e-procurement portal. These samples are to be packed in separate covers duly indicating name and address of the tenderer on the sealed cover and on all the samples. The tenders without the samples shall be categorically rejected. The samples shall bare the manufacturers name, brand, GSM etc., and compliance report to technical specifications prescribed or a mill test report of the respective sample.**
6. Bidder submitting paper sample of Mills other than Mills mentioned in the clause 4 of Section 6, shall submit A4 Size 100 sheets paper sample and same shall be attested by the Bidder along with amount as informed through e-mail towards testing charges through Demand Draft in favour of “Director (PU Exams), K.S.E.A.Board” or if payment is made by RTGS/NEFT to the Board Bank Account, Original challan or proof of RTGS shall be submitted along with the paper sample on or before 4.00 PM of ....., otherwise the Bidder is liable to be rejected categorically.

**Board Bank Account Details**

Union Bank of India, Bangalore-Malleswaram Branch,  
Savings Account No.: **520401000111825**,  
**IFSC CODE: UBIN0900567**

7. In addition to the adherence to the Clause 20.2 of Section II, considering the timely execution of tender work and to issue “**Letter of Acceptance**” at the appropriate time to enable the Bidder to make arrangements for the timely execution of the tender work, the Tender Inviting Authority may open the Financial Bid. Financial bid so opened is subject to the Testing Report of the Sample Paper submitted by the Bidder. Non-conformity with the standards mentioned in the technical specification shall result in rejection of the particular Bidder’s Price-bid.
8. **The Successful bidder shall print and deliver 2 sets of Circular per Exam Center along with the Answer Booklets without any additional charge. Circular shall be single colour printed on A3/A4 size, 80 GSM Maplitho paper. Approximate quantity of Circular 6,000 for Annual Exam.**
9. Information to be printed on the Circular shall be provided by the Board.
10. Fixed QR code shall be printed on each page of the Answer Booklet. Fixed QR code shall contain page number, 2<sup>nd</sup> PU exam session, year & name of the Board as KSEAB.
11. **Variable controlling serial number and QR Code version of variable controlling serial number, Year and month of Exam shall be printed on First and last page of Answer Booklets (Page Number 01 & 40). One unique controlling serial number for one Answer Booklet.**
12. **All type of Answer Booklets shall be punched on left upper side, which will be suitable to tie up all the Booklets using tag.**
13. **Page numbers on each page and Tint logo shall be printed on each page of all booklets.**
14. **Microcline-Micro Letters in Margin Line on all pages.**
15. **Anti-Copy – in all pages.**
16. **Water mark logo in all pages.**
17. **80 GSM Maplitho paper.**

18. **SI No of Main Answer Book.**
19. **Invisible Printing – Invisible printing is required only for front page.**
20. **Aarpar Number – on facing sheet (Top page).**
21. **Border**
22. For Answer Booklets the Bidder shall Generate and print an alphanumeric unique code on each Page for a batch of 50,000 answer booklets. Before printing the controlling serial number on the front page of the answer booklet all Answer Booklets of all batch shall be shuffled. After the shuffling controlling serial number shall be printed and packed exam center wise.
23. The supplier shall use only branded ink and other chemicals.
24. Separate Colour of ink for each type of Answer Booklet will finalized at the time proof approval. Same shall be used for printing.
25. The entire work intended to tender is of confidential in nature. Hence the absolute confidentiality should be maintained.
26. If Answer Booklet is found in the possession of any third party/unauthorized person from a source connected with the Firm shall leads to blacklisting along with forfeiture of performance security.
27. The infrastructure of Printing unit shall be adequate to carry out the tendered work and store the goods.
28. The bidder shall depute two officers/staff to the printing unit to monitor and report the printing and dispatch progress till the completion of the tender work and bidder shall allow for the same.
29. The rates mentioned include paper cost, printing, stitching, packing and delivery to the destinations with loading & unloading charges.
30. Penalty at the rate of Rs.10,000/-(Ten Thousand only) per spelling mistake, on total contract shall be deducted.
31. In case of short size Answer Booklet, deduction from the bill of the printer shall be made proportionately.
32. Randomly selected Answer Booklet from Exam Centers will be collected. 12 answer booklets will be selected randomly among the collected answer booklets for quality testing. Quality test shall be conducted either at, Central Government Laboratories, Government Central Press, Bengaluru Karnataka or any BIS recognized Laboratory or National Accreditation Board for Testing and Calibration Laboratories. Quality testing charges shall be paid by the Purchaser only.
33. If variable quality deviation if reported, average deviation will be calculated and penalty shall be deducted proportionately as mentioned in the SECTION XIII, for the particular division.
34. All types of answer booklets shall be stitched using two different colour good quality threads. Each Answer Booklet shall contain minimum 75-80 stitches.
35. Tendered work shall be carried out in the printing unit of the Tenderer only. Since the work is most confidential in nature, the bidder shall make sure all the security aspects in the printing unit are maintained and give an undertaking for maintaining confidentiality.
36. Successful tenderer should submit the proof Answer Booklets for approval within 05 days after signing the contract, for quality, design, alignment and security feature.
37. After approval of the proof, the successful tenderer should supply the goods within the date specified in the Schedule of requirements, failing which leads to attract

- liquidated damages as per the tender clause.
38. The tender is fully responsible to take adequate precautionary measure to safeguard the material starting from the manufacturing unit till deliver of goods to the destinations against natural calamities.
  39. For the supply of goods to respective destinations, K.S.E.A.B. will not pay any additional transportation charges, loading and unloading charges or any other charges. All cost shall be included in the price quoted by the Bidder.
  40. Goods shall be transported through customized back-end logistics services.
  41. Closed container vehicles shall be used for Transportation. Transportation by courier and speed post is prohibited.
  42. The Supplier shall handover the packed Main Answer Scripts to Principals / chief superintendents of concerned Theory Exam centers and obtain acknowledgement.
  43. Exam Center details along with the details of Answer Scripts to be packed shall be provided by the purchaser. Packing shall be done accordingly.
  44. Acknowledgement shall be prepared in two sets. One set shall be handed over to the Principals/Chief superintendents for further reference containing all the details.
  45. Exam Center details along with the details of Answer Booklets to be packed shall be provided by the purchaser. Packing shall be done accordingly.
  46. Any damages, variations or mistakes in the printing work, the supplier shall have to reprint and supply without any additional cost to KSEAB.
  47. All input materials irrespective of type required for the execution of the tender work should be borne by the tenderer only.
  48. The supplier shall be responsible for good quality pre-printing work.
  49. The supplier shall start the bulk pre-printing only after getting sample of pre-printed Proofs approved by KSEAB.
  50. Every 50 and remaining answers Booklets after 50 also shall be packed with LDPE transparent bag having thickness not less than 80 microns. After the same answer booklet should be packed in good 5 ply corrugated boxes. The address of Exam Center sent by K.S.A.E. Board should be affixed on the carton boxes.
  51. After box wise packing, depending upon the weight and number of boxes suitable for lifting, the same shall be repacked in a good quality HDPE woven white bags. The Bag shall contain the details of number of boxes packed and the serial number Etc.
  52. Answer Booklets shall be packed separately and two sides of the Box and Bag shall contain the Board Name and address, District Code, Block Code, Exam Center Code, detail of the controlling Serial Number of the Answer Booklets packed inside the Box.
  53. The shortage or counting error or external damages due to defective packing should be replaced by the supplier at free of cost and made delivery as per the scheduled period. If not, as found during (or) after examination then the respective cost shall be deducted from the bills payable.
  54. If the supplied answer books are not per specification, proof approved and used prescribed/substandard paper, the whole supply shall be rejected at any point of time.
  55. The Supplier should hand over the goods to the concerned Theory Exam Centers, as per the exam center details provided by the Board.
  56. Checklist must be given to the concerned Theory Exam Centers to check the account of Answer Booklets and take acknowledgement. Another copy of checklist must be given to KSEAB for verification along with consolidated statement.

**ACKNOWLEDGEMENT**

**District Name & Code:**

**Taluk Name & Code:**

Sl. No.	Exam Center Code	No. of Answer Booklets		
		Main Answer Booklet Serial Number (From: To)	Quantity	Total Quantity

Certified that answer books received in good condition

- a. Total No. of bundles/boxes:
- b. Total No. of Answer Booklets:

**Signature of the Principal with Seal.**

- 57. The Successful Tenderer shall deploy High Quality Single colour web offset machine, online printing machine, Plate making, Cutting Machines, stitching Machines and other suitable machines required for executing the work within specified time. The delay in providing the service shall attract the penalty as specified in GCC Clause 21.
- 58. The Director (PU Exams), K.S.E.A. Board, holds the authority of making decision with regard to changes in the quantity and waive off penalty based on the reasonable causes that may not affect examination process.
- 59. **The work should not be leased or outsourced to third party completely or partially.**
- 60. Adequate human resources shall be deployed to complete the work without any delay.

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru



## **SECTION VII: QUALIFICATION CRITERIA**

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

1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society.
2. The Tenderer Should have Printing unit in any states of Karnataka, Kerala, Tamilnadu, Puducherry, Andhra Pradesh, Telangana, Maharashtra and Goa only with Factory Registration Certificate. The Printing unit shall empanel as Security Printing unit in Indian Banks' Association.
3. Acknowledgment for having submitted the paper samples.
4. The turnover of the tenderer shall not be less than Rs 4.9 Crores in each financial year 2019-20, 2020-21 and 2021-22. The tenderer should have minimum 3 years of experience in the field. Enclose the experience certificate.
6. Copy of the PAN card of the firm must 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 has to be uploaded certified by Chartered Accountant.
8. EMD of Rs. 12,17,400/- should be credited to CeG account as per IFT Clause (3).
9. Details of Income Tax returns filed for the years 2019-20, 2020-21 and 2021-22 must be uploaded i.e., assessment Years 2020-21, 2021-22 and 2022-23 respectively.
10. Bidders should have executed Print and Supply of Answer Booklet similar to the type specified in the 'Schedule of Requirements' up to at least 6,40,00,000 sheets (i.e., up to at least 80% of the tender quantity mentioned in the tender schedule) in any one of the three Financial Years 2019-20, 2020-21 & 2021-22. The Bidder shall submit the information in the Section XV. Even though the Bidder has executed the 80% of the tender quantity, relevant information shall be submitted through Section XV only, otherwise the Bidder shall be categorically rejected without any further enquiry. Bidder shall upload relevant documents mentioned in the Section XV.
11. Documents to prove the ownership of Web Offset Printers, online printing machines, plate making, ruling, numbering, folding, cutting and stitching machines.
12. Previous experience in the format mentioned under Section XII.

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

SECTION VIII: TENDER FORM

**Office of the Director (PU Exams), Karnataka School Examination and Assessment board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru – 560 003.**

**“THE SUPPLY OF 40 PAGES RULED ANSWER BOOKLET PERTAINING TO 2023 SECOND PUC ANNUAL EXAMS”**

From,

To  
The Director (PU Exams),  
Karnataka School Examination and assessment board,  
6th Cross, Malleshwaram,  
Bengaluru – 560003.

Sir,

Having examined the Tender Documents including Addenda No: [KSEAB/PU/A.P.T/2022-23](#) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for **“The supply of 40 pages ruled answer booklet pertaining to 2023 2<sup>nd</sup> PU Annual exams”** in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the service in accordance with the delivery schedule specified in the Schedule of Requirements. We also undertake to maintain complete confidentiality during the printing work.

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

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

(SCAN AND UPLOAD)

*(signature)*

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

Sl. No.	Details required	Uploaded
1.	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2.	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII).	
3.	The Tenderer Should have Printing unit in any states of Karnataka, Kerala, Tamilnadu, Puducherry, Andhra Pradesh, Telangana, Maharashtra and Goa, and printing unit shall be empanelled as Security Printing unit with 'Indian Banks' Association'.	
4.	GST Registration Certificate	
5.	Factory Registration Certificate	
6.	Acknowledgment for having submitted the paper samples.	
7.	The turnover of the tenderer shall not be less than Rs 4.9 Crores in each financial year 2019-20, 2020-21 and 2021-22. The tenderer should have minimum 3 years of experience in the field. Enclose the experience certificate	
8.	Experience Certificate	
9.	Copy of the PAN card (As specified under Section VII)	
10.	Audited balance sheet and Profit and Loss account for the financial years 2019-20, 2020-21 and 2021-22.	
11.	EMD of Rs. 12,17,400/-	
12.	Income Tax returns filed for the financial years 2019-20, 2020-21 and 2021-22. i.e., assessment years 2020-21, 2021-22 and 2022-23 respectively.	
13.	Bidders should have executed Print and Supply of Answer Booklet similar to the type specified in the 'Schedule of Requirements' up to at least 6,40,00,000 sheets (i.e., up to at least 80% of the tender quantity mentioned in the tender schedule) in any one of the three Financial Years 2019-20, 2020-21 & 2021-22. The Bidder shall submit the information in the Section XV. Even though the Bidder has executed the 80% of the tender quantity, relevant information shall be submitted through Section XV only, otherwise the Bidder shall be categorically rejected without any further enquiry. Bidder shall upload relevant documents mentioned in the Section XV.	
14.	Previous experience in the format mentioned under Section XII	
15.	Documents to prove the ownership of Web Offset Printers, online printing machines, Plate making, ruling, numbering, folding, cutting and stitching machines.	

Note: The Enclosures related to Sl. No. 01 to 15 must be self-attested and uploaded

**Seal and signature of the Tenderer**

(SCAN AND UPLOAD)

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

SECTION VIII-B  
**PRICE SCHEDULE**

Sl. No.	Details	Price per Sheet (Two Pages) (Inclusive of all Applicable Taxes)	
		(Rs. in numbers)	(Rs. in words)
1.	<p><b>“SUPPLY OF 40 PAGES RULED ANSWER BOOKLETS FOR SECOND PUC ANNUAL EXAMINATION 2023”</b>                      Technical specification as per Sec- VII                      (Pre-printing as per the proof Approved by the K.S.E.A.B)</p>	<p><b>Bidder shall quote the price in the e-procurement portal only as per the Government Circular</b>  <b>ಅಇ 165 ವೆಚ್ಚ-12/2017 Dated</b>  <b>21.03.2017</b></p>	

NOTE:

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

As per the KTPP Rules, 2000, in determining the lowest evaluated price, the evaluation shall include all central duties such as customs duty and central excise duty inclusive of local levies as a part of the price and as per the respective sections of Central Goods and Service tax, 2017 Supplier is taxable person liable for paying GST to Competent Authority. Hence the rate quoted by the bidder shall be construed as inclusive of all statutory taxes including GST.

For the purpose of TDS deduction under GST, Tenderer shall mention the rate of GST included in the price in the e-procurement portal, if rate of GST is not mentioned, Board shall consider that the tenderer has applied the GST exemption, if rate of GST is mentioned Board shall consider that the tenderer has applied the GST and TDS under GST shall be deducted as per the prevailing rules.

Finally, Tenderer shall be responsible, if any type of actions initiated by the respective competent Authority pertaining to GST.

2. Price quoted per each answer script shall be applicable for 40 sheets Answer Booklet.
3. In case of any increase or decrease in the number of sheets, price per Booklet will be calculated accordingly.
4. TDS under Income-tax and Goods & Service tax shall be deducted at the prevailing rates.
5. THE TENDERER SHOULD QUOTE THE PRICE IN e-PROCUREMENT PORTAL ONLY.

DATE :  
PLACE:

SIGNATURE OF THE TENDERER  
NAME ADDRESS AND SEAL

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

**SECTION IX:**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Not Applicable

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

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

SL.NO.	BRIEF DEBOOKLETION OF SERVICES	UNIT PRICE

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the  
said ..... (For the Purchaser)

in the presence of:.....

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

**SECTION XI.**  
**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)  
.....

**WHEREAS** ..... (Name of Supplier)  
hereinafter called "the Supplier " has undertaken , in pursuance of  
Contract No..... Dated ... 20... to  
Supply..... (DeBookletion of Services) hereinafter called  
.....  
"the  
Contract".

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

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

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....  
.....

**SECTION XII**

(Please see Clause 11.2 (b) of the Instructions to Tenders)

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

Signature and Seal of the Tenderer:

(SCAN AND UPLOAD)



## SECTION XIII

### Penalty for deviations

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

Sl. No.:	Property	Specification	Penalty percentage on total order value
1.	Substance	80 GSM	For every 1% deviation a penalty of 2% on total order value
2.	Brightness (Minimum)	78	Each unit deviation 0.5% on total order value
3.	Opacity (Minimum)	85	Each unit deviation 0.5% on total order value
4.	Smoothness ml/min, max	Top	For each 10-unit's deviation 0.5% on total order valued
		Wire	

1) Negative Deviation resulting in the quality of paper, beyond permitted tolerance shall be considered for the Penalty.

2) For Penalty calculation, average deviation will be calculated and penalty shall be deducted proportionately as mentioned above. (Average Value=Total Value of all samples/No. of Samples, Average Deviation= Average Value-permitted value\*100)

Sd/-  
Director, (PU Exams)  
K.S.E.A. Board, Bengaluru

**SECTION XIV**  
(Please see Clause 4 of Section IV)

(THIS CERTIFICATE SHOULD BE PRINTED IN MILL'S LETTER HEAD ONLY)

No: DATE:

**CERTIFICATE OF PROCUREMENT**

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s ..... has procured ..... MT of A-Grade Maplitho \_\_\_\_GSM white Paper having a following specification, vide our Invoice No: ..... Dated ..... for the purpose supply of 40 pages ruled answer booklets for 2022-23 2nd PUC annual examination as per the Tender awarded by K.S.E.A.Board vide its Purchase Order No: ..... Dated .....

Sl. No.:	Particulars	Specification
1.	GSM	
2.	Tear Index mn m <sup>2</sup> /g, Min	CD
		MD
3.	Brightness (Minimum)	
4.	Opacity (Minimum)	
5.	COBB (Maximum)	
6.	Smoothness ml/min, max	Top
		Wire
7.	Colour	
8.	Type of Pulp	
9.	Size	

Signature with seal of  
Authorised person of the Paper Mill/Dealer

**Note: -**

- 1) This certificate should only be signed and the same should be uploaded in the e-portal.
- 2) There is no need to fill this document while submitting the tender.
- 3) This is only acceptance of the format from the bidder.

## SECTION XV

(Please see Clause 10 of Section VII: QUALIFICATION CRITERIA)

### STATEMENT SHOWING THE EXECUTION OF ANSER BOOKLETS SIMILAR TO THE TYPE SPECIFIED IN THE 'SCHEDULE OF REQUIREMENTS' UP TO AT LEAST 80% OF THE TENDER QUANTITY MENTIONED IN THE TENDER SCHEDULE

(Non-submission of this format and not uploading relevant documents pertaining to this format will result in categorically rejection of the Bid without any further enquiry)

Sl. No.:	Department Name	Purchase Order No. and Date	Quantity Executed as mentioned in the Purchase Order	Details of Sheets containing in the Answer Booklets	Quantity in terms of Sheets	Remarks
1.						<b>Relevant Purchase Orders and Documents mentioned in this statement shall be uploaded in the e-procurement under a separate folder</b>
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10. ....						
Total sheets Executed						
Quantity mentioned in the Schedule of Requirements					8,00,00,000	
Percentage of completion = Total sheets Executed/quantity mentioned in the schedule of requirements*100						

Signature and Seal of the Tenderer

(SCAN AND UPLOAD)