



GOVERNMENT OF KARNATAKA

KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,
(OTHER EXAMS)
6TH CROSS, MALLESWARAM, BENGALURU – 560 003.

**e-TENDER NOTIFICATION FOR THE SUPPLY OF PRE-PRINTED
ANSWER SCRIPTS AND EXAM RELATED FORMATS (2 YEARS)**

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

Address for communication:

DIRECTOR, OTHER EXAMS
KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,
6TH CROSS, MALLESWARAM, BENGALURU – 560 003.
Phone No's: 080-23360108/ 109

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TENDER SCHEDULE

e-TENDER NOTIFICATION FOR THE SUPPLY OF PRE-PRINTED ANSWER SCRIPTS AND EXAM RELATED FORMATS (2 YEARS)

1	TENDER REFERENCE NO & DATE	No: Y1(O.E)AS&F/02 /2019-20 DATE- 30 .05.2019
2	APPROXIMATE VALUE OF TENDER	Rs.58 lakh
3	EMD AMOUNT	Rs.1,16,000
4	TENDER COMMENCEMENT DATE	03.06.2019 10.30 am
5	PRE-BID MEETING	14.06.2019 11.00 am
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	03.07.2019 05.30 pm
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	05.07.2019 04.00 pm
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	09.07.2019 04.00 pm
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, OTHER EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6 TH CROSS, MALLESHWARAM, BENGALURU – 560 003.

**DIRECTOR
(OTHER EXAMS)**

e-TENDER NOTIFICATION FOR THE SUPPLY OF PRE-PRINTED ANSWER SCRIPTS AND EXAM RELATED FORMATS (2 YEARS)

SECTION I : INVITATION FOR TENDER (IFT)

IFT NO : No: Y1(O.E)AS&F/02/2019-2020

The Director, Other Exams, Karnataka Secondary Education Examination Board, 6th cross, Malleswaram, Bengaluru-560003, invites e-tenders from eligible bidders for

“ THE SUPPLY OF PRE-PRINTED ANSWER SCRIPTS AND EXAM RELATED FORMATS (2 YEARS)”

1. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
2. Tender documents may be downloaded from www.eproc.karnataka.gov.in and www.kseeb.kar.nic.in. The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e governance. Necessary details could also be obtained over telephone
3. The Earnest Money Deposit shall be credited to the account of Centre for e- governance.
 - a. through credit card
 - b. internet banking
 - c. National Electronic Fund Transfer
 - d. Remittance over the counter in the selected branches of ICICI Bank in BengaluruThe supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank
4. Technical bids will be opened on 05.07.2019 at 4-00 pm., in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
5. Other details can be seen in the tender documents.

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SECTION – II: INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1 Eligible Tenderers

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

B. TENDER DOCUMENTS

2. Contents of Tender Documents

2.1 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;

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

3 AMENDMENT OF TENDER DOCUMENTS

- 3.1** 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.
- 3.2** 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.
- 3.4** Pre-bid meeting shall be held on 14.06.2019 at 11.00 a.m at KSEEB, 6th Cross, Malleshwaram, Bengaluru-560 003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 11. 00A.M on 14.06.2019

C. PREPARATION OF TENDERS

4. Language of Tender

- 4.1 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.

5. Documents comprising the Tender

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

- 5.1 A Tender Form and price Schedule completed in accordance with ITT Clauses 6,7 and 8.
- 5.2 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;
- 5.3 Documentary evidence established in accordance with ITT Clause 10 that the services to be supplied by the Tenderer conform to the tender documents; and
- 5.4 Earnest Money Deposit furnished in accordance with ITT Clause 11.

6. Tender Form

- 6.1 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.

7. Tender Prices

- 7.1 The tenderer shall indicate on the price schedule, the **price per page(One page)** for supply of different kinds of pre-printed Answer Scripts and different kinds of Other exam formats separately.
- 7.2 Prices on the Price Schedule shall be entered including all taxes:
- a) the price of the services, including all duties and sales and other taxes already paid or payable on components and raw material used in the manufacture or assembly of services quoted ex-works or ex-factory; or
 - b) any Indian duties, sales and other taxes which will be if this Contract is awarded;
- 7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

8. Tender Currency

- 8.1 Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and Qualifications

- 9.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its Tender establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 9.2 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.

10. Documents establishing the supply of Answer Scripts/Formats per year Conformity to Tender Documents.

- 10.1 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.
- 10.2 Documents to prove the ownership of Web Offset Printers, ruling, numbering, folding, cutting and pinning machines.

11. Earnest Money Deposit

- 11.1 Pursuant to IFT Clause 4, The Earnest Money Deposit shall be credited to the account of Centre for e governance.
- 11.2 the Tenderer shall transfer Rs. 1,16,000/- as EMD to e-governance.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.

12. Period of Validity of Tenders

12.1 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.

12.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender

13.1 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

14. Submission of Tenders

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

14.2 Telex, Cable or facsimile tenders will be rejected.

14.3 Tender should be submitted in 2 cover system

1. Technical bid (cover-I)

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

15. Deadline for Submission of Tenders

15.1 Tenders must be uploaded and signed as specified under ITT Clause 14 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.

15.2 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.

16. Late Tenders

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

17. Modification and withdrawal of Tenders:

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

- 17.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 17.3 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

18. Opening of Tenders by the Purchaser

- 18.1 The Purchaser will open Technical Bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at **04.00 pm on 05.07.2019** at the Office of the Director, Other Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru – 560003.
- 18.2 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.
- 18.3 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.
- 18.4 The Purchaser will prepare minutes of the technical bid evaluation and publish the same in e-portal.

19. Preliminary Examination

- 19.1 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.
- 19.2 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 Tenderer does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 19.3 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.

19.4 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). Warranty (GCC Clause 11), 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.

19.5 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.

19.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfil the eligibility criteria, the purchaser may call for additional documents from some tenderers or all the tenderers.

20. Evaluation and Comparison of Tenders

20.1 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.

20.2 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.

F. AWARD OF CONTRACT

21. Post qualification;

21.1 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.

21.2 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 9, as well as such other information as the Purchaser deems necessary and appropriate.

21.3 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.

22. Award Criteria;

22.1 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.

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

23.1 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.

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

24.1 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.

25. Notification of Award

25.1 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.

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

25.3 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.

25.4 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.

26. Signing of Contract

26.1 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.

26.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract Form on Rs. 200/- non-judicial stamp paper purchased by the vendor being First party as The Director (Other Exams), K.S.E.E.Board and return it to the Purchaser.

27. Performance Security

27.1 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.

27.2 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions:

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "Services" means services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "SCC" means the Special Conditions of Contract.
- (f) "The Purchaser" means the organization taking the Services, as named in SCC.
- (g) "The Service Provider" means the individual or firm delivery of Services under this Contract.
- (h) "The Government" means the Government of Karnataka State.
- (i) "The State" means the Karnataka State
- (j) "The Project Site" where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.
- (l) " BEO" Block Education Officer in each RevenuTaluk/Educational Taluk across the state.

Note: Where ever has been mentioned as "services" shall be considered as **"SUPPLY OF PRE-PRINTED ANSWER SCRIPTS AND EXAM RELATED FORMATS (2 YEARS)"**

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. Performance Security

- 4.1** 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 12 months from the date of Contract.
- 4.2** 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.
- 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 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.
- 4.4** 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.
- 4.5** 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.

5. Inspections and Tests

- 5.1** The Purchaser or its representative shall have the right to inspect and/or to test the Answer Script supplied by the tenderer. Proof of Answer Scripts should get certified by the purchaser before starting the bulk print.

6. Packing

“Applicable”

7. Delivery of service and Documents

“Applicable”

8. Insurance

Deleted

9. Transportation

“Applicable”

10. Incidental Services

“Applicable”

11. Warranty

“Applicable”

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 along with the acknowledgments form from Board, 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 after deducting tax at source as per law prevailing at the time will be made only after satisfactory completion of tendered work.

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

12.4 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 both 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 is allowed on pre-printed Answer Scripts. If any damaged Answer scripts are supplied in any respect same shall be replaced with new Marks Cards without any additional cost.
- 15.5** If the damaged Answer scripts are not replaced by supplier, for each script a penalty twice of the amount quoted per each Answer Script in the price schedule will be levied.

16. Liquidated Damages

- 16.1** If the tenderer fails to supply the goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, @ 2% per day on the bill amount at prorata basis after the expiry of stipulated number of days. The Purchaser may consider termination of the Contract pursuant to GCC Clause 17 after the delay beyond 10 days.
- 16.2** Any breach of confidentiality shall lead to blacklisting of the bidder along with forfeiture of performance Security.

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:
 - 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 15.2; 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 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

18. Applicable Law

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

19. Notices

19.1 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.

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

20. Taxes and Duties

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

21 Contacting KSEEB:

21.1 Any effort by a bidder to influence KS.E.E.Board in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

22 Resolution of disputes:

22.1 In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

22.2 Arbitration proceedings shall be held at Bengaluru Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

22.3 The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

23 Force Majeure

- 23.1 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.
- 23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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, Other Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru – 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)**
“Applicable”

4. **Incidental Services (GCC Clause 10)**

“Deleted”

4.2 **Payment (GCC Clause 12)**

As per GCC clause 12

6. **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, Other Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru-03

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

SECTION V: SCHEDULE OF REQUIREMENTS

**“SUPPLY OF PRE-PRINTED ANSWER SCRIPTS AND EXAM RELATED FORMATS
(2 YEARS)”**

1. As per section II Clause 23, the Director, Other Exams, KSEEB, 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.

Sl. No.	Type of Answer Script/ Formats	Technical Specification	Quantity (Per Year Approximate)	Delivery Schedule for Exams
1	24 pages answer booklet with pinning	20.5 cm X 28.5 cms, should be of 60 GSM and above (80% brightness) "A" Class Mill cream wove paper with single colour pre-printing as approved by K.S.E.E.Board.	1,50,000	Goods Shall be delivered to board as per the work Order given by the Board as per Requirement from time to time
2	12 pages answer booklet with pinning		2,00,000	
3	08 pages answer booklet with pinning		20,000	
4	02 pages answer sheets		2,50,000	
5	Thick Answer sheets of Commerce Exam (One Side print Only)		2,00,000	
6	Facing sheets of Commerce Exam (One Side print Only)		80,000	
7	Drawing Grade answer sheets	120 GSM cartridge paper	3,25,000	
8	Different types of Formats (A4 Size)	60 GSM and above (80% brightness) "A" Class Mill cream wove paper with single colour pre-printing as approved by K.S.E.E.Board	3,00,000	
9	Differen types of Formats (A3 Size)		50,000	
10	MSA Forms with Computer sheets	80 GSM Maplitho paper with single colour pre-printing as approved by K.S.E.E.Board (10X12X1 Size)	20,000	
11	Order Copy of Evaluators appointment with Computer sheets		15,000	

SECTION VI - TECHNICAL SPECIFICATIONS

1. The entire work intended to tender is of confidential in nature. Hence the absolute confidentiality should be maintained.
2. If Answer script is found in the possession of any third party/unauthorized person from a source connected with the Firm shall lead to blacklisting along with forfeiture of performance security.
3. The infrastructure of Printing unit shall be adequate to carry out the tendered work and store the goods & Supply to Board as per work order.
4. The rates mentioned include paper cost, printing, pinning, packing and delivery to the Board with loading & unloading and tax.
5. Tenderer should use 20.5 cm X 28.5 cms, 60 GSM and above (80% brightness) "A" Class Mill cream wove paper with single colour pre-printing as approved by the K.S.E.E.Board.
6. For use of prescribed paper but exceeding the permissible tolerance of the substance i.e. $\pm 2.5\%$ in case of paper, deduction from the bill of the printer shall be made proportionately.
7. Penalty at the rate of Rs.0.50/-(Fifty Paise only) per spelling mistake, Per Answer Script shall be imposed.
8. In case of short size Answer Script, deduction from the bill of the printer shall be made proportionately.
9. Controlling Serial number for each Answer Script shall be printed on front page of the scripts starting from 000001.
10. Serial number on each Page of Answer Script is compulsory.
11. Each Answer Script shall be center pinned, containing two pinning per each Script.
12. 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 is maintained and give an undertaking for maintaining confidentiality.
13. Successful tenderer should submit the proof of Answer Scripts for approval within 05 days after signing the contract, for quality, design, alignment and security feature.
14. 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.
15. 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 board against natural calamities.
16. For the supply of goods to board, K.S.E.E.B. other exam will not pay any transportation charges, loading and unloading charges or any other charges.
17. The Supplier shall handover the packed Answer scripts & formats to the board and take acknowledgement.
18. Any damages, variations or mistakes in the printing work, the supplier shall have to reprint and supply without any additional cost to KSEEB.
19. All input materials irrespective of type required for the execution of the tender work should be borne by the tenderer only.
20. The supplier shall be responsible for good quality pre-printing work.

21. The supplier shall start the bulk pre-printing only after getting sample of pre-printed Proofs approved by KSEEB.
22. The answer script should be covered by white polythene material and the serial numbers of the answer booklet inside the bundle should be marked on the label pasted on the Polythene Cover. The bundle should be suitable for handling.
23. The shortage or counting error or external damages due to defective packing should be replaced by the supplier at free of cost.
24. If the supplied answer books are not per specification, proof approved and used unprescribed/substandard paper, the whole supply shall be rejected at any point of time.
25. Checklist must be given to the board to check the account of Answer Scripts and take acknowledgement.

Details of Answer Scripts/ Formats Printed

SL.No	Details of Answer Scripts/Formats Serial Number (From: To)	Quantity

Date :

Signature of the Tenderer

26. The successful tenderer shall deploy High Quality Single colour web offset machine, Cutting Machines, Center Pinning 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 16.
27. The powers vests with the Purchaser either to accept or to reject wholly or partially without assigning any reason and the decision of the Director, Other Exams, K.S.E.E.B. will be final in this regard.
28. The Director (Other Exams), K.S.E.E.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.
29. **The work should not be leased or outsourced to third party completely or partially.**
30. Adequate human resources shall be deployed to complete the work without any delay.
31. Work Order for answer Booklet/Formats will be given as per requirements of 13 various exams conducted by other exam wing throughout the year. Printer must be Prepared to Supply goods during any Month Without delay.
32. Model answer scripts, formats can be obtained from Board.

33. Answer scripts should be packed as shown below.

SL.No	Detail of Answer Scripts	No.in each Packet
1	24 Pages Booklet	200
2	12 Pages Booklet	400
3	08 Pages Booklet	500
4	02 Pages Booklet	2000
5	Drawing sheets	500
6	Thick Answer sheets	2000

34. Different kinds of formats should be packed and covered by a polythene sheet having 100 Copies in one pad and 25 pads in one Bundle.

35. Order for 8 pages answer scripts printing will be placed only if necessary.

36. Answer paper/Formats requirement Shown in tender form is an approximate Number. Director(O.E) has the power to change, cancel the printing of answer sripts/Formats as per requirement.

SECTION VII: QUALIFICATION CRITERIA

(Referred to in Clause 9.2 (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 turnover of the tenderer shall not be less than Rs 80 lakh in each financial year 2015-16, 2016-17 and 2017-18.
3. The tenderer should have minimum 3 years of experience in the field. Enclose the experience certificate.
4. 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.
5. Audited balance sheet and Profit and Loss account for the financial years 2015-16, 2016-17 and 2017-18.has to be uploaded certified by Chartered Accountant.
6. EMD of Rs. 1,16,000 should be credited to CeG account as per IFT Clause (3).
7. Details of Income Tax returns filed for the years 2015-16,2016-17 and2017-18.must be uploaded i.e., assessment Years 2015-16, 2016-17 and 2017-18 respectively.
8. Documents to prove the ownership of Web Offset Printers, ruling, numbering, folding, cutting and pinning machines.
9. Previous experience in the format mentioned under Section XII.

**DIRECTOR
(OTHER EXAMS)**

SECTION VIII: TENDER FORM

Office of the Director, Other Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru – 560 003.

“SUPPLY OF PRE-PRINTED ANSWER SCRIPTS AND EXAM RELATED FORMATS (2 YEARS)”

From,

To
The Director, Other Exams,
Karnataka Secondary Education Examination Board,
6th Cross, Malleshwaram,
Bengaluru – 560003.

Sir,

Having examined the Tender Documents including Addenda No: [No: Y1\(O.E\)AS&F/02 /2019-20 DATE- 30.05.2019](#), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for [“SUPPLY OF PRE-PRINTED ANSWER SCRIPTS AND EXAM RELATED FORMATS \(2 YEARS\)”](#) 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/ demand draft in favor of Director (Other Exam) in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 2 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

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

Dated thisday of 20

(SCAN AND UPLOAD)

(signature)

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	Annual turnover for the years 2015-16, 2016-17 and 2017-18.	
4	Experience Certificate	
5	Copy of the PAN card (As specified under Section VII)	
6	Audited balance sheet and Profit and Loss account for the Financial years 2015-16, 2016-17 and 2017-18.	
7	EMD of Rs.1,16,000/-	
8	Income Tax returns filed for the years 2015-16, 2016-17 and 2017-18.	
9	Previous experience in the format mentioned under Section XII	
10	Documents to prove the ownership of Web Offset Printers, ruling, numbering, folding, cutting and pinning machines.	

Note: The Enclosures related to Sl.No. 01 to 10 must be self-attested and uploaded

Seal and signature of the Tenderer

(SCAN AND UPLOAD)

SECTION VIII-B

PRICE SCHEDULE

Sl. No.	Details	Unit	Price per each page including all taxes and transportation	
			(Rs. in numbers)	(Rs. in words)
1.	<u>Supply of Pre-printed Answer Scripts</u> Containing 24 pages, 12 pages, 08 pages, 02 pages , Thick Answer Sheets & Facing Sheets of Commerce Exam using 20.5 cm X 28.5 cms, should be of 60 GSM and above (80% brightness) "A" Class Mill cream wove paper with single colour pre-printing. (Pre-printing as per Proof approved by K.S.E.Board)Applicable for Item Sl.No.01 to 06 mentioned under section V:Schedule of Requirements.	page		
2.	<u>Drawing Grade answer sheets</u> Applicable for Item Sl.No.07 mentioned under section V:Schedule of Requirements.	Sheet		
3.	<u>A4 size paper, both one side and two side printing</u> Using 60GSM 'A' Grade mill cream wove paper, single colour printing,including pad making, centre pinning and centre folding depending upon the nature of Supply Order issued Applicable for Item Sl.No.08 mentioned under section V:Schedule of Requirements.	Sheet		
4.	<u>A3 size paper, both one side and two side printing</u> Using 60GSM 'A' Grade mill cream wove paper, single colour printing,including pad making, centre pinning and centre folding depending upon the nature of Supply Order issued Applicable for Item Sl.No.08 mentioned under section V:Schedule of Requirements.	Sheet		
5.	<u>MSA Forms & Order Copy of Evaluators</u> appointment with Computer sheets (10X12X1)Both side printing. Applicable for Item Sl.No. 10 to 11 mentioned under section V:Schedule of Requirements.	Sheet		

NOTE:

- 1) Price quoted per each page shall be applicable for 24 pages, 12 pages, 08 pages, 02 pages, Thick answer sheets & Facing sheets of Commerce Exam
- 2) In case of any increase or decrease in the number of pages, Price per Script will be calculated accordingly.
- 3) In case of any changes in the statutory tax structure payable to the government after the contract, as per the Government Order the same shall apply, but the Basic rate (rate before applying statutory tax) shall remain same.
- 4) THE TENDERER SHOULD QUOTE THE PRICE IN e-PROCUREMENT PORTAL.

DATE :
PLACE:

SIGNATURE OF THE TENDERER

NAME ADDRESS AND SEAL

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

SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Not Applicable

SECTION X:
CONTRACT FORM

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

WHEREAS the Purchaser is desirous that certain ancillary services viz.,.....
(Brief Description of Services) and has accepted a tender by the Supplier for the supply of those
services in the sum of..... (Contract Price in Words and Figures) (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 DESCRIPTION OF SERVICES	PRICE PER EACH PAGE

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..... (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/ demand draft in favor of Director (Other Exam) 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:.....
.....
.....

