



**GOVERNMENT OF KARNATAKA**

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

**e-TENDER NOTIFICATION FOR SUPPLY OF COMPUTER  
CONSUMABLES FOR THE YEAR 2019-20 For Other Exams  
Duration One Year.**

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

Address for communication:

DIRECTOR, OTHER EXAMS  
KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,  
6<sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.

**Phone No's: 080-23360108** No:Y2 (OE)/Comp-consu./15/2019-20

WEB SITE:[www.kseeb.kar.nic.in](http://www.kseeb.kar.nic.in)



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**TENDER SCHEDULE**

**e-TENDER NOTIFICATION FOR SUPPLY OF COMPUTER  
CONSUMABLES FOR THE YEAR 2019-20 FOR  
OTHER EXAMS**

<b>1</b>	TENDER REFERENCE NO & DATE	No: <a href="#">Y2(OE)/Comp-consu/15 /2019-20</a> DATE- 11.07.2019
<b>2</b>	APPROXIMATE VALUE OF TENDER	Rs. 06-00 Lakhs
<b>3</b>	EMD AMOUNT	Rs.12,000-00
<b>4</b>	TENDER COMMENCEMENT DATE	15.07.2019
<b>5</b>	PRE-BID MEETING	22.07.2019 11.30 AM
<b>6</b>	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	13.08.2019 05.00 PM
<b>7</b>	TIME AND DATE OF OPENING OF TECHNICAL BIDS	19.08.2019 11.30 AM
<b>8</b>	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	24.08.2019 11.30 AM
<b>9</b>	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, OTHER EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6 <sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560 003.

# **e-TENDER NOTIFICATION FOR SUPPLY OF COMPUTER CONSUMABLES FOR THE YEAR 2019-20 FOR OTHER EXAMS**

SECTION I : INVITATION FOR TENDER (IFT)

IFT NO:No: [Y2\(OE\)/Comp-consu/15 /2019-20](#)

DATE- 11-07-2019

1. The Director, Other Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> cross, Malleswaram, Bengaluru-560 003, invites e-tenders from eligible bidders for **“ Supply of Computer Consumables for the year 2019-20”**.
2. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents may be downloaded from [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) and [www.kseeb.kar.nic.in](http://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
4. 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 10 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
5. Technical bids will be opened **on 19.08.2019 at 11.30 AM.**, in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
6. 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.

### **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.

**3.3** Pre-bid meeting shall be held on 22.07.2019 at 11.30 AM at KSEEB, (other Exams.) 6<sup>th</sup> Cross, Malleshwaram, Bangalore 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till **22.07.2019 at 11 AM**.

## 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

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

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

### 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 unit price and total tender price of Computer Consumables.

7.2 Prices on the Price Schedule shall be entered including all taxes:

- a) the price of the goods, including all duties and sales and other taxes already paid or payable on raw material used in the procurement of computer consumables 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 documents 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 Computer Consumables records 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. Documents to prove the capacity to Supply of Computer Consumables

## **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.12,000/- 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.

1. 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 one year** 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.

12.3 The purchaser retains the authority of extend the duration of tender for one or two more years for the same rates as agreed in this tender, provided the services rendered by the tenderer is satisfactory to the purchaser. The process thereto shall be made in writing. The Performance deposit provided under ITT clause 27 shall also be suitably extended.

### **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 no later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

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 all tenders submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at [11.30 AM on 19.08.2019](#) 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 Service Provider 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** Successful bidders will be selected on item basis i.e quoting lowest rate for each items mentioned in section VIII-B shall be considered as the eligible bidder to execute the tender work.

## **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 take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.

**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 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. 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 Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "Supplier" means services ancillary to the supply of Computer Consumables, 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 purchasing Computer Consumables, as named in SCC.
- (g) "The Supplier" means the individual or firm supplying computer Consumables under this Contract.
- (h) "The Government" means the Government of Karnataka State.
- (i) "The State" means the Karnataka State.
- (j) "The Project Site", where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

**Note :** Where ever has been mentioned as "supplier" shall be considered as **Supply of Computer Consumables**

## **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 tenderer shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations.

**4.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the tenderer failure to complete its obligations under the Contract.

**4.3** The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in 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 Service Provider not later than 60 days following the date of completion of the Service Provider's performance obligations, including any Warranty obligations, under the Contract.

**4.5** In the event of any contract amendment, the tenderer 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 to test the goods being provided by the tenderer.

**5.2** Tenderer should supply good quality Consumables with specified ,. for supply of Computer Consumables by duly obtaining proof approval by the purchaser is only acceptable.

**6. Packing Deleted**

**7. Delivery of service and Documents “Applicable”**

**8. Insurance Deleted**

**9. Transportation Deleted**

**10. Incidental Services Deleted**

**11. Warranty Deleted**

**12. Payment**

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

**12.2** No advance payment will be made by the Department for supply of the computer consumables. Payments will be made only after supply of good quality and quantity computer consumables as per purchaser’s specification, specified in the schedule of requirements.

**12.3** Payment shall be made in Indian Rupees.

**13. Prices**

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

**14. Contract Amendments**

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

## **15. Delays or discrepancies in the Tenderer's Performance**

- 15.1** Performance of the Supplies shall be made by the tenderer 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 tenderer should encounter conditions impeding timely performance of Services, the tenderer 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 tenderer's time for performance with or without liquidated damages.
- 15.3** A delay by the tenderer 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.

## **16. Liquidated Damages**

- 16.1** If the tenderer fails to perform the Services within the period(s) specified in the work order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages.
- 16.2** In case of any delay in supplying the consumables within stipulated time, a penalty of Rs.500-00 per day will be imposed, delay beyond thirty days will lead to cancellation of contract, forfeiture of EMD/performance guarantee and black list of the supplier pursuant to GCC clause 17
- 16.3.** Tenderer should supply good quality and branded consumables specific to the matching models mentioned wherever applicable. Any difference found in quality & quantity no payment will be made for such goods.

## **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 similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

## **18. 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 GST), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the Purchaser.

## **21 Contacting KSEEB :**

**21.1** Any effort by a bidder to influence KSEEB 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 Bangalore 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**The Director ( Other Exams) KSEEB 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.

## **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, 6<sup>th</sup> 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”**

5. **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, 6<sup>th</sup> Cross, Malleswaram, Bengaluru-560 003

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

**SECTION V: SCHEDULE OF REQUIREMENTS**

**“SUPPLY OF COMPUTER CONSUMABLES”**

Sl. No.	Details	Approximate quantity	
1.	PENDRIVE 16 GB (HP OR EQUIVALENT)	04	<b>Time schedule for the tender work shall follow as per the requirement of the purchaser throughout the Tender period.</b>
2.	PENDRIVE 8 GB (HP OR EQUIVALENT)	08	
3.	HARD DISC 2 TB ( SEAGATE OR EQUIVALENT ) )	01	
4.	CDR 700MB (SONY OR EQUIVALENT)	200	
5.	TOSHIBA E STUDIO T- 305 TONER CARTRIDGE	04	
6.	TOSHIBA E STUDIO T 305 DRUM KIT	02	
7.	TOSHIBA E STUDIO T- 305 FUSER KIT	02	
8.	TOSHIBA E STUDIO T-255 TONER CARTRIDGE	04	
9.	TOSHIBA E STUDIO T 255 DRUM KIT	02	
10.	TOSHIBA E STUDIO T 255 FUSER KIT	02	
11.	TOSHIBA E STUDIO T-2508A TONER CARTRIDGE	04	
12.	TOSHIBA E STUDIO T-2508A DRUM KIT	02	
13.	TOSHIBA E STUDIO T-2508A FUSER KIT	02	
14.	TOSHIBA E STUDIO T-2507 TONER CARTRIDGE	04	
15.	TOSHIBA E STUDIO T-2507 DRUM KIT	02	
16.	TOSHIBA E STUDIO T-2507 FUSER KIT	02	
17.	ANTIVIRUS TOTAL SECURITY QUICK HEAL 10 USERS	02	
18.	HP LASERJET CZ-192A CARTRIDGE (TONER)	02	
19.	DUPLO-U-550 RAISOGRAPH 4LH INK	08	
20.	DUPLO-U-550 RAISOGRAPH MASTER ROLL	06	
21.	KEY BOARD USB-& PSZ (Compatible for acer or HP)	05	
22.	MOUSE USB & PSZ (Compatible for acer or HP)	06	
23.	SPIKE BUSTERS 5 Sockets (5 Mts) (Anchor or Equivalent)	02	
24.	EPSON PRINTER MODEL M 205 INK BOTTLE (Catridge)	03	
25.	MOUSE PAD WITH HAND REST & SMOOTH QUALITY	03	

## **SECTION VI - TECHNICAL SPECIFICATIONS**

1. The rate quoted should be inclusive of GST and other charges, if any has to be paid by the tenderer only.
2. Computer Consumables will be purchased as and when required.
3. The service provider has to make their own arrangement for supply of Computer Consumables.
4. If the allotted work is not executed properly then no cost will be paid.
5. Tenderer should not have been black listed earlier by any of the department or Examination board or agencies.
6. Tenderer should supply good quality consumables, if any defect found by the purchaser, tenderer should replace the same immediately without any additional cost.
7. Tenderer should supply the consumables packed & sealed by the manufacturing company and should have batch number, manufactured date and expiry date etc.
8. Tenderer should supply the CDR packed in Spindle, each spindle should contain 50 No's of CDR
9. KSEE Board's other examinations work requires emergency requirements; hence tenderer should supply the consumables within the specified date & time mentioned in the work order. If the tenderer fails to supply the consumables within the specified date & time, penalty will attract under ITT clauses 16.
10. 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, KSEEB will be final in this regard.

## **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 average annual turnover of the tenderer shall not be less than Rs.10.00 Lakhs for the years 2016-17, 2017-18 and 2018-19.
3. The tenderer should have minimum of 02 years of experience in the field. Enclose the experience certificate.
4. copy of the PAN card of the firm has to be uploaded as detailed below
  - a) If a firm is sole proprietorship PAN card copy of the proprietorship
  - b) If a firm is partnership PAN card copy of the firm only (partners PAN card copy will not be considered)
  - c) If a firm is private Ltd... or Public Ltd.. Company, PAN card copy of the company.
1. Audited balance sheet and Profit and Loss account for the years 2016-17, 2017-18 and 2018-19, has to be uploaded (preferably annual report of the company)
2. EMD of Rs. 12,000/- should be credited to Centre of e-governance account as per IFT Clause (4).
3. Details of Income Tax returns filed for the Financial years 2016-17, 2017-18, 2018-19 (Assesment Year 2017-18, 2018-19 and 2019-20)
4. Previous experience in the format mentioned under Section XII. Attach the copy of work order.
5. GST Registration copy.

SECTION VIII: TENDER FORM

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

**e-TENDER NOTIFICATION FOR SUPPLY OF COMPUTER  
CONSUMABLES FOR THE YEAR 2019-20 and Other Exams Related  
Works**

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: **:Y2 (OE)Comp-consu/15/2019-20, DATE 11-07-2019. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for Supply of Computer Consumables for the year 2019-20.**

in accordance with the Schedule of Prices attached herewith and made part of this tender.

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

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

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

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

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

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

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

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

*(signature)*

(SCAN AND UPLOAD)

SECTION VIII-A

**TECHNICAL BID**

<b>S.N</b>	<b>Details required</b>	<b>Uploaded</b>
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	Average Annual turnover for the years 2016-17, 2017-18 and 2018-19	
4	Copy of the PAN card (As specified under Section VII)	
5	Audited balance sheet and Profit and Loss account for the years 2016-17, 2017-18 and 2018-19	
6	EMD of Rs 12,000/-	
7	Income Tax returns filed for the years Financial years 2016-17, 2017-18 and 2018-19 (Assesment year 2017-18, 2018-19 and 2019-20)	
8	Previous experience in the format mentioned under Section XII. Attach the copy of Work order.	
9	GST Registration copy	

Note: The Enclosures related to Sl.No. 1 to 09 must be self attested and uploaded

**Seal and signature of the Tenderer**

(SCAN AND UPLOAD)

**SECTION VIII-BPRICE SCHEDULE**

Sl. No.	Details	Rate perUnit in Rupees (CostInclusive of all applicable taxes)	
		In Figures	In Words
1.	PENDRIVE 16 GB (HP OR EQUIVALENT)		
2.	PENDRIVE 8 GB (HP OR EQUIVALENT)		
3.	HARD DISC 2 TB ( SEAGATE OR EQUIVALENT) )		
4.	CDR 700MB (SONY OR EQUIVALENT)		
5.	TOSHIBA E STUDIO T- 305 TONER CARTRIDGE		
6.	TOSHIBA E STUDIO T 305 DRUM KIT		
7.	TOSHIBA E STUDIO T- 305 FUSER KIT		
8.	TOSHIBA E STUDIO T-255 TONER CARTRIDGE		
9.	TOSHIBA E STUDIO T 255 DRUM KIT		
10.	TOSHIBA E STUDIO T 255 FUSER KIT		
11.	TOSHIBA E STUDIO T-2508A TONER CARTRIDGE		
12.	TOSHIBA E STUDIO T-2508A DRUM KIT		
13.	TOSHIBA E STUDIO T-2508A FUSER KIT		
14.	TOSHIBA E STUDIO T-2507 TONER CARTRIDGE		
15.	TOSHIBA E STUDIO T-2507 DRUM KIT		
16.	TOSHIBA E STUDIO T-2507 FUSER KIT		
17.	ANTIVIRUS TOTAL SECURITY QUICK HEAL 10 USERS		
18.	HP LASERJET CZ-192A CARTRIDGE (TONER)		
19.	DUPLO-U-550 RAISOGRAPH 4LH INK		
20.	DUPLO-U-550 RAISOGRAPH MASTER ROLL		
21.	KEY BOARD USB-& PSZ (Compatible for acer or HP)		
22.	MOUSE USB & PSZ (Compatible for acer or HP)		
23.	SPIKE BUSTERS 5 Sockets (5 Mts) (Anchor or Equivalent)		
24.	EPSON PRINTER MODEL M 205 INK BOTTLE (Catridge)		
25.	MOUSE PAD WITH HAND REST & SMOOTH QUALITY		

(SCAN AND UPLOAD)

**Seal and signature of the Tenderer**



**SECTION IX:**

**EARNEST MONEY DEPOSIT BANK GUARANTEEFORM**

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 Service Provider) of..... (City and Country of  
Service Provider) (Hereinafter called "theService Provider") of the other part:

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same  
.....
  2. meanings as are respectively assigned to them in the Conditions of Contract referred to.
  3. 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.
  4. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  5. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- Brief particulars of the services which shall be supplied/provided by the Service Provider are as under:

SL.NO.	BRIEF DESCRIPTION OF COMPUTER CONSUMBLES	UNIT PRICE

**DELIVERY SCHEDULE:**

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

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

in the presence of:.....

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

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

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

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

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

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

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

Signature and Seal of Guarantors

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

