



**GOVERNMENT OF KARNATAKA**

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

**SHORT TERM e-TENDER NOTIFICATION FOR THE SUPPLY  
OF PRE-PRINTED ANSWER SCRIPT PERTAINING TO APRIL  
& JUNE -2017 S.S.L.C. EXAMS.**

TENDER DOCUMENTS

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

Address for communication:

DIRECTOR, EXAMS

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

**Phone No's: 080-23349434 Fax: 080- 23347670**

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



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**TENDER SCHEDULE**

**SHORT TERM e-TENDER NOTIFICATION FOR THE SUPPLY  
OF PRE-PRINTED ANSWER SCRIPT PERTAINING TO APRIL  
& JUNE -2017 S.S.L.C. EXAM.**

1	TENDER REFERENCE NO & DATE	No: B3/April-2017/Answer Script Supply.19/2016-17 DATE- 03.12.2016
2	APPROXIMATE VALUE OF TENDER	NON ECV
3	EMD AMOUNT	` 10,00,000
4	TENDER COMMENCEMENT DATE	05.12.2016 11.30 am
5	PRE-BID MEETING	19.12.2016 04.00 pm
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	04.01.2017 04.00 pm
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	07.01.2017 04.00 pm
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	10.01.2017 04.00 pm
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6 <sup>TH</sup> CROSS, MALLESWARAM, BENGALURU – 560 003.

**SHORT TERM e-TENDER NOTIFICATION FOR THE SUPPLY  
OF PRE-PRINTED ANSWER SCRIPT PERTAINING TO  
APRIL & JUNE -2017 S.S.L.C. EXAMS.**

SECTION I : INVITATION FOR TENDER (IFT)

IFT NO : No: B3/April-2017/Answer Script Supply.09/2016-17

The Director, Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> cross, Malleswaram, Bengaluru-560003, invites short term e-tenders from eligible bidders for **“the supply of pre-printed Answer Script pertaining to April & June-2017 S.S.L.C. Exams”**

1. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
2. Tender documents may be downloaded from [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) and [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
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 07.01.2017at 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 19.12.2016 at 11.30 a.m at KSEEB, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru-560 003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 11. 30A.M on 19.12.2016.

## **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 unit price and total tender price of supply of pre-printed Answer Scripts and printing of variable data
- 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 approximate 149.82 Lakh Answer Scripts 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.10,00,000/- 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 07.01.2016](#) at the Office of the Director, 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. 500/- non-judicial stamp paper purchased by the vendor being First party as The Director (Exams), K.S.E.E.Board and return it to the Purchaser.

## **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 Script pertaining to April & June-2017 S.S.L.C. Exams**"

### **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 respective 204 BEO, 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, 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”**

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, Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> 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 Script pertaining to April & June-2017 S.S.L.C. Exams”**

1. As per section II Clause 23, the Director, 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	Technical Specification	Quantity (Approximate)			Delivery Schedule for both Main and Supplementary Exams	
			April Exam	June Exam	Total		
1	<b><u>Main Answer Script-1</u></b> Containing 20 Pages, with controlling serial Number on front page of each script and one variable unique number for all the pages of each Script. Pre-printing as approved by the Board.	20.5 cm X 27.5 cms, should be of 60 GSM and above (80% brightness) "A" Class Mill cream wove paper with single colour pre-printing as approved by the K.S.E.E.Board.	49.50 Lakhs	09.625 Lakhs	59.125 Lakhs	Goods shall be delivered to all 204 BEO across state on or before 30 days for April Exam and 10 days for June Exam from the date of Proof Approval from the Board. (Including Holidays)	Rs. 10,00,000/-
2	<b><u>Main Answer Script-2</u></b> Containing 28 Pages (including one Graph sheet at the end of the script), with controlling serial Number on front page of each script and one variable unique number for all the pages of each Script. Pre-printing as approved by the Board.		09.90 Lakhs	01.925 Lakhs	11.825 Lakhs		
3	<b><u>Additional Answer Script</u></b> Containing 04 Pages, with controlling serial Number on front page of each script and one variable unique number for all the pages of each Script. Pre-printing as approved by the Board.		64.02 Lakhs	014.85 Lakhs	78.87 Lakhs		
<b>Total</b>					<b>149.82 Lakhs</b>		

## **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 leads 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.
4. The rates mentioned include paper cost, printing, pinning, packing and delivery to the destinations with loading & unloading and tax.
5. Tenderer should use 20.5 cm X 27.5 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. Randomly selected Answer Script shall be sent for quality test by the Purchaser. Quality test shall be conducted at Central Government Press, Bengaluru Karnataka. Quality testing charges shall be paid by the Purchaser only.
10. Controlling Serial number for each Answer Script shall be printed on front page of the script.
11. Incorporating one unique serial numbering on each Answer Script is compulsory. Same unique serial number shall be pre-printed on each Page.
12. Each Answer Script shall be center pinned, containing two pinning per each Script.
13. 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.
14. Successful tenderer should submit the proof Answer Scripts for approval within 05 days after signing the contract, for quality, design, alignment and security feature.
15. 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.
16. The tender is fully responsible to take adequate precautionary measure to safeguard the material starting from the manufacturing unit till deliver of goods to the destinations against natural calamities.
17. For the supply of goods to respective destinations, K.S.E.E.B. will not pay any transportation charges, loading and unloading charges or any other charges.
18. Goods shall be transported in closed container vehicles only.
19. The Supplier shall handover the packed Main/Additional Answer Scripts to concerned 204 BEO and takes acknowledgement.
20. Exam Center details along with the details of Answer Scripts to be packed shall be

- provided by the purchaser. Packing shall be done accordingly.
21. Any damages, variations or mistakes in the printing work, the supplier shall have to reprint and supply without any additional cost to KSEEB.
  22. All input materials irrespective of type required for the execution of the tender work should be borne by the tenderer only.
  23. The supplier shall be responsible for good quality pre-printing work.
  24. The supplier shall start the bulk pre-printing only after getting sample of pre-printed Proofs approved by KSEEB.
  25. The answer booklet should be packed in good polythene lined carton boxes containing 100/50 answer booklets each. The address of Exam Center sent by K.S.E.E. Board should be affixed on the carton boxes.
  26. 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 outside the carton box – both side). The bundle should be suitable for handling.
  27. The shortage or counting error or external damages due to defective packing should be replaced by the supplier at free of cost and made delivery as per the scheduled period. If not, as found during (or) after examination then the respective cost shall be deducted from the bills payable.
  28. 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.
  29. The Supplier should hand over the goods to the concerned 204 BEO in Exam Center wise, separately, packed in good quality polythene material.
  30. Checklist must be given to the concerned 204 BEO to check the account of Answer Scripts and take acknowledgement. Another copy of checklist must be given to KSEEB for verification along with consolidated statement.

**ACKNOWLEDGEMENT**

**District Name & Code:**

**Taluk Name & Code:**

Sl.No	Exam Center Code	No. of Answer Scripts				
		Main Answer Script Serial Number (From: To)	Quantity	Additional Answer Script Serial Number (From: To)	Quantity	Total Quantity

**Signature of the BEO/DDPI.**

31. 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.

32. 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, Exams, K.S.E.E.B. will be final in this regard.
33. The Director (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.
34. **The work should not be leased or outsourced to third party completely or partially.**
35. Adequate human resources shall be deployed to complete the work without any delay.

## **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 4.00 Crores in each financial year 2013-14, 2014-15 and 2015-16.
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 2013-14, 2014-15 and 2015-16 has to be uploaded certified by Chartered Accountant.
6. EMD of Rs. 10,00,000/- should be credited to CeG account as per IFT Clause (3).
7. Details of Income Tax returns filed for the years 2013-14, 2014-15 and 2015-16 must be uploaded i.e., assessment Years 2014-15, 2015-16 and 2016-17 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.



SECTION VIII: TENDER FORM

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

**“Supply of pre-printed Answer Script pertaining to April & June-2017 S.S.L.C. Exams”**

From,

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

Sir,

Having examined the Tender Documents including Addenda No: [No: B3/April-2017/Answer Script Supply.19/2016-17 DATE-03.12.2016](#), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for **“Supply of pre-printed Answer Script pertaining to April & June-2017 S.S.L.C. Exams”** in accordance with the Schedule of Prices attached herewith and made part of this tender.

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 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 this ....day of ..... 20 .....

(signature)

(SCAN AND UPLOAD)

SECTION VIII-A

**TECHNICAL BID**

<b>Sl. No.</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	Annual turnover for the years 2013-14, 2014-15 and 2015-16.	
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 2013-14, 2014-15 and 2015-16.	
7	EMD of Rs.10,00,000/-	
8	Income Tax returns filed for the years 2013-14, 2014-15 and 2015-16.	
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	Price per each page (Inclusive of all Applicable Taxes)	
		(Rs. in numbers)	(Rs. in words)
1.	Supply of Pre-printed Main Answer Script containing 20 Pages, 28 Pages (including 01 graph sheet at the end)-for mathematics subject and Additional Answer Script containing 04 pages, using 20.5 cm X 27.5 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 the proof Approved by the K.S.E.E.Board)	(Rate Per Each Page)	(Rate Per Each Page)

NOTE:

- 1) Price quoted per each page shall be applicable for 20 pages/28 pages Main Answer Script and 04 pages Additional Answer script.
- 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 ALSO QUOTE THE PRICE IN e-PROCUREMENT PORTAL.

DATE :  
PLACE:

SIGNATURE OF THE TENDERER

NAME ADDRESS AND SEAL

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

**(SCAN AND UPLOAD)**

**SECTION IX:**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Not Applicable

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

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

**WHEREAS** the Purchaser is desirous that certain ancillary services viz.,.....  
(Brief 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	UNIT PRICE

**DELIVERY SCHEDULE:**

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

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

in the presence of:.....

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

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

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

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

.....  
.....

**SECTION XII**

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

Pro-forma for Performance Statement for the last three years

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

Name of the Firm:

.....  
 .....

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

Signature and Seal of the Tenderer:

(SCAN AND UPLOAD)