

KARNATAKA GOVERNMENT
DEPARTMENT OF PUBLIC INSTRUCTION
OFFICE OF THE COMMISSIONER, NEW PUBLIC OFFICES, NRUPATUNGA ROAD,
BANGALORE - 560 001

☎ : 080-22133471 / 22212137

WEB SITE : (<http://www.schooleducation.kar.nic.in>)

☎ : 080 22214352 / 22210117

No: A4(1)/N.B-Tender-17/2011-12

Date : 13-02-2013

SHORT TERM TENDER NOTIFICATION
(e-Procurement System)

SHORT TERM TENDER NOTIFICATION
FOR SUPPLY OF NOTE BOOKS TO THE S.C & S.T. STUDENTS STUDYING IN GOVT.
SCHOOLS IN THE STATE FROM 4TH TO 10TH STANDARD FOR THE YEAR 2013-14.

The Commissioner for Public Instruction, Bangalore hereby invites separate Technical and Commercial Bids from the registered and eligible Note Books Manufacturing Companies for supply of Note Books for S.C & S.T. Boy's and Girl's students studying in Class 4 to 10th Std in Govt. Schools coming under 203 Education blocks of Bangalore, Gulbarga, Belgaum, and Mysore Division in Karnataka. (as per KTPP Act) through e-procurement portal of Government of Karnataka (<https://eproc.karnataka.gov.in>) prospective manufacturers willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender document with detailed conditions can be obtained through web site <http://eproc.karnataka.gov.in> and <http://www.schooleducation.kar.nic.in> and should be submitted through e-procurement system only.

Approximate Quantity: 192 pages Ruled Note Books - 36,08,314 (Thirty Six Lakh Eight Thousand Three hundred Fourteen only) 192 pages UnRuled Note Books - 21,25,436 (Twenty One Lakh Twenty five Thousand Four hundred Thirty six only) Total: 57,33,750 (Fifty Seven lakh Thirty three Thousand Seven hundred fifty only).

Description : Note Books should conform to the technical specifications as prescribed in the Tender Document.

Sl.No	Particulars	Details
1	Pre-Bid Meeting	12/03/2013 - 11.30 am
2	Last Date to Submit bids	25/03/2013 - 05.00 Pm
3	Opening of Technical Bid	28/03/2013 - 11.30 am
4	Opening of Financial Bid	03/04/2013 - 11.30 am

Commissioner for Public Instruction in Karnataka,
Bangalore.


KARNATAKA GOVERNMENT
DEPARTMENT OF PUBLIC INSTRUCTION
OFFICE OF THE COMMISSIONER, NEW PUBLIC OFFICES, NRUPATUNGA ROAD,
BANGALORE - 560 001

☎ : 080-22133471 / 22212137

WEB SITE : (<http://www.schooleducation.kar.nic.in>)

☎ : 080 22214352 / 22210117

TENDER DOCUMENT

Sub: Tender Document for supply of Note books to the S.C & S.T students studying in class -IV to Xth Standard in Government Schools during 2013-14.

Ref : Tender Notification even No. **Dated: 13-02-2013.**

~ ~ ~

The Commissioner for Public Instruction, Bangalore-1, hereby invites short term tender in two cover system (Technical and Commercial Bids) from the registered eligible firms as specified in eligibility criteria in Tender document, for supply of Note books to the S.C. & S.T students studying in Government Schools from 4th to 10th Standard during 2013-14, as per specification given in **Annexure -6, of the bidding document**, through e-procurement portal of Government of Karnataka (<https://eproc.karnataka.gov.in>) prospective manufacturers willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

Details showing the Quantity of Supply of Note books to the S.C & S.T students studying in 4th to 10th Standard in Government schools of Karnataka State.

**Approximate value of the goods in Indian Rupees is : Rs.08.57 Crore
(Rs.Eight crores Fifty seven lakhs.)**

Sl No	Classes	Items	No of Note books per student	Total Note books per student	Size and No of pages of Note books
1	IV Std S.C & S.T Boys & Girls	Un Rulled	01	03	19.00 C.m X 15.50 C.ms, Jumbo Soft bound, 192 Pages
		Rulled	02		
2	V Std to VII Std S.C & S.T Boys & Girls	Un Rulled	02	05	19.00 C.m X 15.50 C.ms, Jumbo Soft bound, 192 Pages
		Rulled	03		
3	Cls. VIII to X th Std S.C & S.T Boys & Girls	Un Rulled	02	06	19.00 C.m X 15.50 C.ms, Jumbo Soft bound, 192 Pages
		Rulled	04		

Sl No	Items	No of Students	Quantity of Note Books (Approximate)
1	Rulled Note Books for Class 4 to 10 th Std S.C. & S.T. Students (Boys & Girls)	11,75,209	3608314
2	Un Rulled Note Books for Class 4 to 10 th Std S.C. & S.T. Students (Boys & Girls)		2125436
TOTAL (Approximate) Quantity			57,33,750

The Technical Bid should contain technical literature, necessary documents and certificates. The Commercial Bid should contain only the cost.

The last date and time for submission of tender is as shown on e-Procurement portal. The opening of technical bid will be held at this office on the date as mentioned in e-Procurement portal.

The bid should accompany an Earnest Money Deposit and application fee as specified in the bid document that should be remitted in the form of electronic cash as per the requirement of e-tendering process.

The bidders can download the tender document from either of the following two websites: www.eproc.karnataka.gov.in and www.schooleducation.kar.nic. Interested eligible Bidders may obtain additional information, if any, from the office of The Commissioner for Public Instruction, Bangalore Karnataka, India, on all working days, during office hours.

Late bids: The website will not accept any bid after the deadline for submission of bids. The CPI will not accept any hardcopy of the bid by the bidder for the reason that the purchaser was not able to apply the bid through website due to delay in the submission through website.

I - ELIGIBILITY CRITERIA:

1. The Bidder must be a Registered Original Manufacturer (i.e. should have their own in-house facility for Production/Printing/Binding, etc.). Valid Copy of Registration certificate, and License for manufacturing Note books issued by Competent Authority must be enclosed along with the Technical Bid.
2. The firm should be in existence for last three years. The required machinery and the infrastructure shall be as follows

Sl no	Infrastructure/Machinery	Description	Qty
1	Automatic Reel to Sheet Ruling machine	Colours - 3, Speed - about 150-200 meters per minute, Machine size should be Minimum of 81 cms,	Minimum 4 machines
2	Folding Machine	Automatic Counting, Batch counting and parallel folding machine with a capacity of Minimum of 12 sheets at a time	Min 1 machine
3	Pinning or Saddle stitching machine	Semi automatic wire stitching machine or saddle stitching machine or equivalent	Min 4 semiautomatic wire stitching machine or any automatic machine equivalent to the capacity of 4 semiautomatic wire stitching machines
	Cutting machines	Fully automatic and programmatic with cutting length of 115 cms	Min 2 machines
	Strapping machines	Semi automatic strapping machines	Min 1 nos
	Lamination machine	Wet or Thermal lamination machine with a feeding sheet width of at least 45 cms.	Min 1 machine
	Printing machine	4 colour CPC sheet fed printing machine of the size of 28x40 inches with a capacity to print 350 gsm boards.	Min one machine
	Working and Storage Area	Atleast 20,000 sq ft of covered area for production and storage.	

3. The Annual Turnover of the Bidder must be not less than Rs. **16.00 Crores (Rupees Sixteen Crores only)** during any one of the preceding three financial years for production and supply of Note books. i.e during the year 2009-10, 10-11, & 2011-12. Audited financial reports for the

last three years (i.e 2009-10, 10-11, & 2011-12) financial period starts from 1st April to 31st March) should be enclosed.

4. Valid Copy of production capacity certificate issued by Competent authority must be enclosed along with the Technical Bid.
5. The Bidder should have Successfully produced and supplied not less then two times the quantity required by the purchaser (Approximately 1,15,00,000 Note books) annually, for Government Departments / Public Sector Undertakings/Limited Companies/Reputed Organizations during any one of the preceding three financial years (i.e 2009-10, 10-11, & 2011-12). Sale to own dealers/distributors or sister concerns will not be entertained under this clause. Copy of Purchase Orders with details of Date of placing orders, completion of Supply etc., and certificate of successful completion issued by the competent authority should be enclosed.
6. The tenderer should have executed at least one single order of a value of Rs 9.0 crores in any one of the preceding three years and should have at least one single order of 10.0 lakh note books.
7. Bidder must have adequate Supervision facility to ensure quality of supply. Details adopting for quality testing before supply of material to the concerned destination should be enclosed.
8. Processes that are adopted should have adequate documentation at all stages of manufacturing/testing to verify/ validate the supplies.

II - Documents to be enclosed :

a. with Technical Bid:

- (i) **EMD of Rs. 18.00 Lakhs (Eighteen Lakhs only)** out of which Rs.5,00,000/- (Five Lakhs only) shall be paid online through any of the following 04 modes:- (a) Credit Card, (b) Direct Debit, (c) National Electronic Fund Transfer (NEFT) and (d) Over The Counter and balance of **Rs. 13.00 Lakhs (Thirteen Lakhs only)** shall be submitted by way of Bank Guarantee drawn on any Nationalised Bank. (e-payment document is available on website).
- (ii) **The EMD will remain valid for a period of 180 days** from the date of submission of Tender. Unsuccessful Tenderer's bid securities will be discharged / returned as early as possible
- (iii) A Brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture, and supply of the required Note Books within the specified time of completion after meeting all their current commitments, should be submitted in the prescribed pro-forma given in **Section-XIV**.
- (iv) The bidder should clearly confirmed in writing, that all the facilities exist in his factory for technical testing of Materials (Paper) and these will be made available to the Purchaser or his representative for inspection.
- (v) Reports on financial standing of the Bidder such as profit and loss accounts, containing bad debts, gross profits & gross expenditure, depreciation, net profit/net loss, Balance sheet containing movable and immovable assets, Gross Depreciation and Net Sundry Debtors/ Sundry Creditor, Deposits and Reserves and outstanding loan and other liabilities, excess profits/loss miscellaneous deposits/liabilities and auditor's report for the past three years, i.e., 2009-10, 2010-11 & 2011-12 bankers certificate, etc., - that means, submission of consolidated statement certified by auditors should be uploaded through online and hard copy of detailed balance sheets with all annexure, schedules should be submitted to the office before last date and time of submission of tender mentioned in the document.

- (vi) The bidder should submit the undertaking that the firm is not blacklisted by any Govt./Quasi- Government.
- (vii) Details of Similar Projects executed / implemented.
- (viii) Technical specification / data sheet / compliance
- (ix) Tender processing fee should be remitted through electronic cash. and a copy of the receipt should be enclosed.
- (x) Income Tax Registration Certificate along with returns for last 3 years
- (xi) Sales Tax Registration Certificate along with returns for last 3 years

III - The EMD will be forfeited if a Tenderer :-

- (i) withdraws his tender during the period of tender validity specified by the Tenderer on the Tender Form
Or
- (ii) does not accept the correction of arithmetical errors resulting in discrepancy between unit price and total price (unit price multiplied by Quantity)
Or
- (iii) in case of a successful tenderer, if the Tenderer fails to furnish performance security. Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.

(b) with Financial Bid:

Only commercial quote as per Price Schedule shall be quoted through e-procurement portal only.

Schedule of Supply:

1. Supply to start within 15 days on receipt of acceptance letter and complete within 45 days from the date of issue of work order.
2. Supply should be made as per specification given in **section VI** and Locations and quantity as specified in the schedule of requirements under **section V**. (and Note Books should be delivered in sets according to class wise i.e 4th Std 2 Ruled & 1 un ruled = 03 each, CI-5 to 7th Std 3+2=5 each, & CI-8 to 10th 4+2=6 Note books for each student.)
3. Interested eligible Bidders may obtain additional information, if any, required from and inspect the bidding documents at the office of The Commissioner for Public Instruction, Bangalore Karnataka, India, on all working days, during office hours.
4. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the 'Procurement of Goods and the Karnataka Standard Tender Documents for Procurement of Goods and Equipment'.
5. The bid should be submitted along with the bid security, as specified in the bidding document.
6. Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.
7. In the event of the last date specified for bid receipt and opening being declared as a general holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

The Commissioner for Public Instruction,
Bangalore.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Eligible Bidders

- 1.1 Bidders 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 goods to be purchased under this Invitation of Bids.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the **Government of Karnataka**

2. Cost of Bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and The Commissioner for Public Instruction, Bangalore, hereinafter referred to as "The Purchaser" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document includes:
 - (a) Instruction to Bidders (ITB);
 - (b) General Conditions of Contract (GCC);
 - (c) Special Conditions of Contract (SCC);
 - (d) Schedule of Requirements;
 - (e) Technical Specifications;
 - (f) Qualification Criteria;
 - (g) Bid Form and Price Schedules;
 - (h) Bid Security Form;
 - (i) Contract Form;
 - (j) Performance Security Form;
 - (k) Performance Statement;
 - (l) Manufacturer's Authorization Form and
 - (m) Capability Statement.

- 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information as required in the bidding document or submission of a bid not substantially responsive to the bidding document in every respect, will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the bidding document may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives, not later than 15 days prior

to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the bidding documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 5.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

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

7. Documents Comprising the Bid

- 7.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 8, 9 & 10
 - (b) Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - (c) Documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents and
 - (d) Bid security furnished in accordance with ITB Clause 13.

8. Bid Form

- 8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Bid Prices

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 9.2 Prices indicated in the Price Schedule shall include all taxes, duties, transportation, VAT, etc.
- 9.3 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

10. Bid Currencies

- 10.1 Prices shall be quoted in Indian Rupees.

11. Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid, and its qualifications to perform the Contract if its bid is accepted.
- 11.2 The documentary evidence of the Bidder's eligibility, to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder.
- 11.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
 - (a) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all Bids submitted shall include the following information
 - (1) The legal status, place of registrations and principal place of business of the company or firm or Partnership etc.

12. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 12.2 The documentary evidence of conformity of the goods and services to the bidding document may be in the form of literature, drawings and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods

- (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications

12.3 For purposes of the commentary to be furnished pursuant to ITB Clause 12.2(b) above, the Bidder shall note that standards for workmanship, material and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Bid Security [EMD]

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V - Schedule of Requirements.

13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The Bid Security amount 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 Axis Bank in Bangalore

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

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD of Rs. 18.00 Lakhs (Eighteen Lakhs only) out of which Rs.5,00,000/- (Five Lakhs only) shall be paid online through any of the following 04 modes:- (a) Credit Card, (b) Direct Debit, (c) National Electronic Fund Transfer (NEFT) and (d) Over The Counter and balance of Rs. 13.00 Lakhs (Thirteen Lakhs only) shall be submitted by way of Bank Guarantee drawn on any Nationalised Bank. (e-payment document is available on website).

b. The EMD obtained in the form of Bank Guarantee at the time of submitting of tenders will be returned to the unsuccessful bidders. Further the Bank Guarantee in respect of accepted tenderers along with 2nd lowest bidder obtained at the time of submission of tenders will also be returned or adjusted towards the performance security as per ITB clause-31

(c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 13.7 are invoked.

(d) Be submitted in its original form copies will not be accepted and

(e) **Remain valid for 60 days beyond the validity period of the bid** or beyond any period of extension subsequently requested under ITB clause 14.2

(f) A Demand Draft / Bank Guarantee in the name of “The Commissioner for Public Instruction, Bangalore, Karnataka” (Purchaser).

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 14.

13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or

(b) in case of a successful Bidder, if the Bidder fails:

(i) to sign the Contract in accordance with ITB Clause 30 or

(ii) to furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

14.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Submission of Bids :

15.1 Bidders satisfying the prequalification and financial conditions specified in this Request For Proposal (RFP) and willing to execute the contract in conformity with the RFP may submit their Pre-qualification and Financial bids in formats through e-procurement process only along with requisite EMD amount. Bids sent by any other mode like in person, Post, Telex or Fax or e-mail will be rejected.

15.2 The pre-qualification bid should accompany an Earnest Money Deposit as mentioned under 13.3 of Section-II ITB, which should be remitted in the form of electronic cash as per the requirement of e-tendering process.

15.3 EMD will be refunded to all the unsuccessful bidders on finalisation of the award of the contract and to the successful bidder on successful completion of the contract obligation.

16. Late Bids

The website will not accept any bid after the deadline for submission of bids. The Commissioner for Public Instruction will not accept any hardcopy of the bid by the bidder for the reason that the purchaser was not able to apply the bid through website due to delay in the submission through website.

17. Deadline for Submission of Bids

- 17.1 Bids must be posted in the e-procurement not later than the time and date specified in the Invitation for Bids (Section I).
- 17.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

- 18.1 No late bids will be received by the purchaser after the deadline for submission of bids prescribed by the purchaser.

19. Modification and Withdrawal of Bids

- 19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 19.3 No bid may be modified subsequent to the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.7.

E. Bid Opening and Evaluation of Bids

20. Opening of Bids by the Purchaser

- 20.1 The purchaser will open and evaluate the technical bid of the Bidder, through e-Procurement process. FIRST ENVELOPE / TECHNICAL BID will be opened through e-procurement process on date mentioned in section-I above. The qualified bidders date on which SECOND ENVELOPE/ COMMERCIAL BID will be opened through e-procurement process only, and will be intimated to the qualified bidders by the Purchaser through Telephone/ Fax /Post /Telegram /Phonogram /Courier or E-mail.
- 20.2 If there is any discrepancy in the unit rate quoted for each item and the total rates, the rates quoted viz, 'unit rate' will prevail. If there is difference in the total price computed in e-procurement portal as per the unit rates quoted for each item, those computed in words shall only be considered as the final rate of the bidder. The Purchaser will prepare minutes of the

Bid opening and will circulate them to all the bidders by uploading the same to e-procurement website.

- a. After opening of Technical and Financial bids the following committee formed by Tender Accepting Authority, i.e. The Commissioner for Public instruction, Bangalore, according to KTPP ACT will scrutinise and evaluate the bids of its conformity and eligibility.

SCRUTINY COMMITTEE:-

1. Director (Primary Education)
2. Director, Printing, GOK, Bangalore.
3. Chief Accounts Officer, Office of CPI.

20.3 The Purchaser will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the bids 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 whether the bids are generally in order. Bids from Importers, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 32), Warranty (GCC Clause 12), Force Majeure (GCC Clause 22), Limitation of liability (GCC Clause 27) Applicable law (GCC Clause 29) and Taxes & Duties (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23. Evaluation and Comparison of Bids

- 23.1 The Purchaser will evaluate and compare the bids by its Scrutiny Committee which have been determined to be substantially responsive, pursuant to ITB Clause 22.
- 23.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 23.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 23.4 and in the Technical Specifications:
- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination.
 - (b) delivery schedule offered in the bid.
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract.
- 23.4 Pursuant to ITB Clause 23.3, one or more of the following evaluation methods will be applied:
- (a) ***Inland Transportation, ex-factory/from port-of-entry, Insurance and Incidentals:***
 - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 9.2 .
The above costs will be added to the bid price.
 - (b) ***Delivery Schedule:***
 - (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 90 days of stipulated delivery period will be treated as non-responsive.
 - (ii) In case of delay in the supply of the goods a Late Delivery (LD) charges will be levied in pursuant with GCC clause 20 as penalty.

(c) ***Deviation in Payment Schedule:***

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 18 percent per annum. (Commercial Bank rate of interest plus 2%).

24. Contacting the Purchaser

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

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

F. Award of Contract

25. Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.3 and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11, as well as such other information as the Purchaser deems necessary and appropriate. **Which includes the purchasers visit to premises of the firm before issuing work order and such other information as the purchaser deems necessary and appropriate. If the bidder has found guilty of any breach of Tender Conditions, and quoted wrong information, necessary legal action will be initiated and the firm will be Black Listed.**

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

26. Award Criteria

26.1 Subject to ITB Clause 28, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

27.1 The Purchaser reserves the right at the time of Contract award or subsequently to increase or decrease by up to 25 percent the quantity of goods and services originally

specified in the Schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 28.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 28.2 The purchaser has the right to award whole quantity to one responsive bidder or award the contract on parts to more number of responsive bidders.

29. Notification of Award

- 29.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder(s) in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 31, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 13.
- 29.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder

30. Signing of Contract

- 30.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

- 31.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC Clause 32, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
- 31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30.2 or ITB Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

32 Corrupt or Fraudulent Practices

32.1 The Government requires that the Bidders/ Suppliers/ Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy of the Government:

- (a) defines, for the purposes of this provision, the terms set forth as follows :
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

32.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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) "The Goods" means **Note Books** which the Supplier is required to supply to the Purchaser under this Contract.
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

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. Country of Origin

3.1 The Note books should be manufactured by the own company/Firm of the Tenderer.

4. Use of Contract Documents and Information

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

5. Patent Rights

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

6. Inspections and Tests

- 6.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 6.2 6.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 6.3 The Purchaser shall have right to conduct any test for the conformity of quality of the supplied goods according to the specification at no cost to the Purchaser. The testing charges should be borne by the supplier.**
- 6.4 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 6.5 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

6.6 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6.7 Selection of Samples for Testing:

6.7.1 Before commencement of supply of the Note Books, our technical panel or officers appointed by the Purchaser shall visit the Manufacturing unit where the goods stocked, and inspect the quality of the Note Books and also draw the samples (if necessary) as required for test. All charges relating to testing and collection of sample should be borne by the supplier.

6.8 The purchaser reserves the right to constitute a technical committee to inspect the manufacturing unit to examine the Note Books. The suppliers should submit relevant certificates issued in respect of their manufacturing unit by the competent authority.

6.9 Acceptance Certificates:

6.9.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the material, the acceptance certificate signed by the supplier and the representative of the purchaser (Block Education Officer) shall be submitted. The date on which such certificate is submitted to the office shall be deemed to be the date of receipt of the Note Books.

7. Packing

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

7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

7.3 Packing Instructions : The Supplier will be required to make separate packages for each Consignee and markings be made at appropriate place.

8. Delivery and Documents

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

9. Insurance

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

10. Transportation

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

11. Incidental Services

- 11.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) performance or supervision or maintenance of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

12. Warranty

- 12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, as per **technical specifications as per Section - VI**. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.3 "Upon receipt of such notice, the Supplier, within the period specified in SCC, replace the defective goods thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced goods thereafter.
- 12.4 If the Supplier, having been notified, fails to remedy the defect(s) within 7 (Seven) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

13. Payment

- 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 13.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the contract.
- 13.3 Payments will be made by the Purchaser within Ninety (90) days from the date of completion of supply of the order and after submission of the invoice or claim by the Supplier.
- 13.4 Payment shall be made in Indian Rupees.

14. Prices

- 14.1 Prices payable to the supplier as stated in the contract shall be fixed during the performance of the contract.

15. Change Orders

- 15.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 27, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

16. Contract Amendments

- 16.1 Subject to GCC Clause 15, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

17. Assignment

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

18. Subcontracts

18.1 The Supplier shall not subcontract the award in full or partially under this Contract.

19. Delays in the Supplier's Performance

19.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier 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 Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

19.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 20 unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

20. Liquidated Damages

20.1 Subject to GCC Clause 22, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages. In case of delay in the supply of the goods, a Liquidated Damages of 1% up to a maximum of 5%, per week of the value of the goods supplied with delay will be charged as penalty.

21. Termination for Default

21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 19; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause : "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 19, 20, 21, 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.

22.2 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.

22.3 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.

23. Termination for Insolvency

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

24. Penalty for Quality Deviation:

24.1 Note Books supplied should meet Technical Specification specified in Tender Document. Purchaser shall conduct necessary tests for the purpose of verification of adherence to quality specifications. Method of verification & levy of Penalty will be decided by the Commissioner for Public Instruction, Bangalore. The Commissioner for Public Instruction may levy Penalty up to 10% of cost of the rejected/defective Note Books supplied based on the Quality verification/testing report. In case of deviations from the specifications are found to be highly unacceptable the purchaser reserves the right to reject the quantity supplied and ask for replacement.

25. Termination for Convenience

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

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

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

26. Resolution of Disputes

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

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

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

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

26.3 Notwithstanding any reference to arbitration herein;

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any money due to the supplier.

27. Limitation of Liability

27.1 Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 5,

(a) The supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damage to the purchaser; and this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and

- (b) The aggregate liability of the supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of replacing defective material.

28. Governing Language

- 28.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

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

30. Notices

- 30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31 Taxes and Duties

- 31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, VAT, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

32 Performance Security

- 32.1 Suppliers shall submit a performance security equivalent to 5% (five percent) of the total order value which shall be either in form of Demand Draft/Bank Guarantee.

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 **Commissioner for public Instruction,
New public offices, Nrupathunga Road,
Bangalore-1**

(b) The Supplier is _____ (Lowest quoted eligible bidder selected by the purchaser according to Tender norms)

2. Inspection and Tests (GCC Clause 6)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate.
- (ii) The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% or the duration of test period shall be considered as satisfactory.
- (iii) In the event of the Note Books failing to pass the acceptance test, the supplier shall replace the material that passes the acceptance test within two weeks at no extra cost to purchaser.

3. Delivery and Documents (GCC Clause 9)

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

- (i) Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s);

- (iii) Insurance Certificate;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) Certificate of Origin.

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

4. Payment (GCC Clause 15)

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) *On Delivery*: 90% (Ninety) of the Contract Price (excluding quality deviation cost) shall be paid on receipt of goods and upon submission of Acceptance Certificate issued by Purchaser's representative.
- (ii) *On Final Acceptance*: 10% (ten) of the Contract Price, shall be released immediately after completion of Quality Verification, and after deducting penalty/costs, if any.

5. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to clause 27.2.2 shall be as follows;

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of 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.

6. Notices (Clause 31)

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

Purchaser:

The Commissioner for Public Instruction
New Public Offices
Nrupathunga Road,
Bangalore - 560001

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

.....

7. Progress of Supply:

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

- Quantity offered for inspection and date
- Quantity accepted/rejected by inspection agency and date
- Quantity dispatched/delivered to consignees and date
- Quantity where incidental services have been satisfactorily completed with date,
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire contract including services if any, and
- Date of receipt of entire payment under the contract.

8. Right to replacement of defective material:

If after delivery/acceptance at the block level the Note Books proves to be unsatisfactory/is in unusable condition, the Purchaser shall have the right to reject the Goods and ask for complete replacement of the defective Note Books.

9. Supplier Integrity:

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

10. Supplier's Obligations:

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

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

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

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

11. Patent Rights:

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

12. Packing and Delivery Instruction:

The Supplier is responsible for all packing (set wise), and deliver the Note Books at the block level offices as mentioned by the purchaser.

SECTION :V :
SCHEDULE OF REQUIREMENTS

Delivery Schedule :Supply to start Within 15 days on receipt of acceptance letter and complete within 45 days from the date of issue of work order.

Bid Security : 18.00 lakhs (Rs.Eighteen Lakhs only)

SUPPLY: At Block level
Location, Item and Quantity of Supply

Requirement Statement of Note Books for the year 2013-14 [BANGALORE DIVISION]

Sl No	Name of Taluk	NO of S.C/S.T. Students IV to X Standard			Requirement of Note Books Class IV to X Std		
		Boys	Girls	Total	Ruled 192 Pgs	Un ruled 192 Pgs	Total
	<i>BANGALORE RURAL</i>						
1	DEVANAHALLI	2969	3033	6003	19106	11101	111340
2	DODDABALLAPURA	3363	3362	6725	21326	12378	33704
3	HOSAKOTE	3167	3087	6254	20241	11618	31859
4	NELAMANGALA	2090	1910	4000	12348	7291	19639
	Total	11589	11392	22982	73021	42387	115408
	<i>BANGALORE NORTH</i>						
5	NORTH1	2811	3014	5825	18225	10653	28878
6	NORTH2	1323	1380	2703	8513	4946	13459
7	NORTH3	1618	1448	3066	9211	5560	14771
8	NORTH4	4671	4683	9353	29632	17184	46816
	Total	10422	10525	20948	65581	38343	103924
	<i>BANGALORE SOUTH</i>						
9	ANEKAL	3432	3606	7038	21329	12747	34076
10	SOUTH1	3142	3159	6301	19543	11490	31034
11	SOUTH2	1552	1477	3029	9427	5550	14977
12	SOUTH3	3279	3479	6759	21454	12483	33936
13	SOUTH4	4771	4945	9716	30906	17848	48754
	Total	16176	16666	32842	102659	60118	162777
	<i>CHIKKABALLAPURA</i>						
14	BAGEPALLY	3631	3503	7134	22981	13242	36222
15	CHIKKABALLAPUR	3511	3387	6898	22229	12753	34982
16	CHINTAMANI	4380	4699	9079	29207	16811	46017
17	GOWRIBIDANUR	5437	5327	10764	34533	19998	54531
18	GUDIBANDA	1360	1341	2701	8948	5073	14022
19	SIDLAGHATTA	2979	2933	5912	18686	10900	29586
	Total	21298	21191	42488	136584	78777	215361
	<i>CHITRADURGA</i>						
20	CHALLAKERE	7640	7564	15204	45899	27484	73383
21	CHITRADURGA	6311	6284	12595	37801	22748	60549
22	HIRIYUR	4399	4033	8432	26268	15385	41653
23	HOLALKERE	3112	3032	6144	18313	11062	29375
24	HOSADURGA	2375	2446	4821	14086	8569	22655
25	MOLAKALMUR	3970	3727	7697	23034	13903	36936

	<i>Total</i>	27806	27087	54893	165401	99150	264551
--	--------------	--------------	--------------	--------------	---------------	--------------	---------------

	DAVANAGERE						
26	CHANNAGIRI	4736	4646	9382	28940	17039	45980
27	DAVANAGERE(N)	2848	2652	5500	16365	9873	26237
28	DAVANAGERE(S)	2897	2904	5801	18163	10621	28784
29	HARAPANAHALLI	5518	5241	10759	32471	19298	51769
30	HARIHARA	2144	2381	4525	13875	8207	22082
31	HONNALI	2951	2907	5858	18063	10646	28709
32	JAGALUR	3822	3648	7469	22817	13461	36278
	Total	24916	24378	49294	150695	89145	239840
	KOLAR						
33	BANGARAPETE	3506	3871	7377	23696	13697	37392
34	K G F	1868	1921	3788	12291	7010	19301
35	KOLAR	4220	4292	8512	26903	15698	42600
36	MALUR	3932	4026	7958	25883	14783	40665
37	MULBAGAL	3580	3577	7157	22247	13125	35373
38	SRINIVASAPUR	3880	3991	7871	25259	14575	39834
	Total	20985	21678	42664	136278	78888	215166
	RAMANAGARA						
39	CHANNAPATNA	1425	1490	2915	9257	5347	14603
40	KANAKAPURA	2680	2735	5414	16752	9765	26518
41	MAGADI	1734	1761	3495	10708	6321	17029
42	RAMANAGARA	2005	2017	4022	12646	7339	19985
	Total	7844	8002	15846	49363	28772	78135
	SHIMOGA						
43	BHADRAVATI	3221	3390	6612	20718	12140	32858
44	HOSANAGAR	643	608	1251	3929	2291	6220
45	SAGAR	1124	1140	2264	7171	4177	11348
46	SHIKARIPUR	2940	3073	6013	18619	10932	29551
47	SHIMOGA	4177	4203	8380	25951	15291	41242
48	SORAB	1928	1884	3812	11516	6854	18370
49	THIRTHAHALLI	792	881	1673	5410	3092	8502
	Total	14824	15181	30004	93314	54777	148091
	TUMKUR						
50	CHIKNAYAKANHALLI	1876	1838	3714	11312	6756	18068
51	GUBBI	2331	2259	4590	14276	8423	22699
52	KUNIGAL	1336	1353	2689	8485	4944	13429
53	TIPTUR	1274	1287	2561	7713	4634	12347
54	TUMKUR	3932	3924	7856	23565	14238	37803
55	TURUVEKERE	942	809	1751	5327	3183	8511
	Total	11691	11470	23161	70679	42179	112858
	TUMKUR MADHUGIRI						
56	KORATAGERE	2341	2436	4777	15142	8843	23985
57	MADHUGIRI	4023	3789	7812	24098	14272	38369
58	PAVAGADA	4233	4136	8369	25138	15156	40294
59	SIRA	4129	4078	8207	25599	15004	40603
	Total	14726	14439	29165	89976	53276	143252
	Grand Total	182277	182009	364286	1133550	665811	1799362

[MYSORE DIVISION]

CHAMARAJANAGARA							
60	CHAMARAJA NAGAR	4510	4534	9044	29048	16772	45819
61	GUNDULPET	2602	2752	5354	16858	9807	26665
62	HANUR	2346	2133	4479	13771	8111	21882
63	KOLLEGAL	2095	2298	4393	13940	8167	22107
64	YELANDUR	1357	1352	2708	8488	4984	13472
	Total	12910	13068	25978	82105	47841	129946
CHIKKAMANGALORE							
65	BIRURU	1467	1361	2827	8750	5199	13949
66	CHIKMAGALUR	3628	3644	7273	22724	13309	36033
67	KADUR	1320	1472	2792	8472	5069	13542
68	KOPPA	1099	1031	2130	6653	3915	10568
69	MOODIGERE	2335	2262	4597	14644	8484	23129
70	NARASIMHARAJAPURA	804	885	1689	5411	3134	8546
71	SRINGERI	344	431	775	2521	1450	3972
72	TARIKERE	2136	2073	4209	12886	7632	20517
	Total	13131	13160	26292	82061	48193	130254
DAKSHINA KANNADA							
73	BANTWAL	1398	1377	2775	8909	5139	14047
74	BELTHANGADY	1860	1834	3694	11981	6848	18829
75	MANGALORE CITY	406	342	748	2375	1390	3765
76	MANGALORE TALUK	741	686	1427	4579	2644	7223
77	MOODABIDRE	474	452	926	2857	1704	4561
78	PUTTUR	2361	2408	4770	15022	8785	23807
79	SULLIA	1437	1426	2863	9051	5289	14340
	Total	8678	8525	17203	54773	31800	86573
HASSAN							
80	ALUR	1380	1355	2735	8811	5037	13848
81	ARAKALAGUDU	2095	2050	4145	13029	7580	20609
82	ARASIKERE	2671	2634	5305	16013	9575	25588
83	BELUR	2634	2684	5317	16639	9775	26414
84	CHANNARAYAPATNA	1616	1511	3126	10250	5827	16077
85	HASSAN	2276	2289	4565	14499	8427	22927
86	HOLENARASIPURA	1818	1827	3644	11851	6776	18627
87	SAKALESHAPURA	1835	1793	3628	11082	6559	17641
	Total	16324	16142	32466	102175	59555	161730
KODAGU							
88	MADIKERI	1134	1104	2238	6775	4055	10829
89	SOMAVARPET	3225	3265	6490	19679	11666	31345
90	VIRAJPET	1328	1374	2702	8373	4924	13297
	Total	5688	5743	11430	34827	20644	55471
MANDYA							
91	KRISHNARAJA PET	1750	1668	3418	10946	6284	17230
92	MADDUR	1511	1565	3075	9882	5673	15555
93	MALAVALLY	2054	2139	4193	13523	7792	21315

94	MANDYA NORTH	796	823	1619	5041	2949	7990
95	MANDYA SOUTH	1010	1072	2082	6635	3861	10496
96	NAGAMANGALA	1171	1181	2352	7582	4323	11904
97	PANDAVAPURA	1104	1127	2231	7045	4096	11141
98	SRIRANGA PATNA	1233	1348	2582	8300	4814	13114
	Total	10628	10923	21552	68953	39792	108745
MYSORE							
99	H.D.KOTE	6493	6667	13160	42398	24354	66752
100	HUNSUR	4634	4729	9363	30094	17340	47434
101	K.R.NAGARA	2051	2215	4267	13776	7892	21668
102	MYSORE NORTH	1620	1841	3461	11163	6470	17633
103	MYSORE RURAL	5015	5045	10060	31945	18566	50511
104	MYSORE SOUTH	618	700	1318	4264	2464	6728
105	NANJANAGUD	5924	6007	11931	37863	22069	59932
106	PERIYA PATNA	3008	3144	6152	19624	11322	30946
107	T.N.PURA	4552	4859	9412	30155	17438	47593
	Total	33916	35206	69122	221283	127914	349197
UDUPI							
108	BRAHAMAVARA	724	762	1486	4784	2748	7532
109	BYNDOOR	948	835	1783	5442	3250	8691
110	KARKALA	1474	1424	2898	9482	5418	14900
111	KUNDAPURA	931	900	1831	5947	3399	9345
112	UDUPI	701	664	1365	4443	2531	6974
	Total	4778	4585	9363	30097	17345	47442
	Grand Total	106053	107352	213405	676274	393084	1069358

[GULBARGA DIVISION]

BELLARY							
113	BELLARY EAST	6902	6412	13314	40899	24058	64957
114	BELLARY WEST	5042	4295	9337	28307	16683	44990
115	HADAGALI	3518	3176	6694	20212	11951	32164
116	HAGARIBOMMANAHALLI	3365	3024	6389	18964	11294	30258
117	HOSPET	8242	7880	16121	49526	29178	78704
118	KUDLIGI	8071	7372	15443	46316	27725	74041
119	SANDUR	5370	4799	10169	30227	18027	48254
120	SIRUGUPPA	5274	4186	9461	28439	16698	45137
	Total	45785	41144	86928	262890	155615	418505
BIDAR							
121	AURAD	5189	5283	10471	31556	18565	50121
122	BASAVAKALYAN	6500	6710	13210	40749	23873	64622
123	BHALKI	4274	4440	8714	26746	15726	42473
124	BIDAR	5456	6137	11593	35083	20732	55814
125	HUMNABAD	5976	6328	12304	38274	22366	60640
	Total	27395	28898	56293	172409	101262	273670

GULBARGA							
126	AFZALPUR	2812	2353	5165	15721	9282	25003
127	ALAND	5161	4787	9948	30478	17837	48314
128	CHINCHOLI	5335	4767	10102	30789	18007	48796
129	CHITTAPUR	5442	4992	10434	31481	18489	49970
130	GULBARGA NORTH	3805	3445	7249	22431	13079	35510
131	GULBARGA SOUTH	3117	3091	6208	18769	11100	29869
132	JEWARGI	4265	3759	8023	23643	14048	37691
133	SEDAM	3503	3273	6776	20659	12097	32756
	Total	33439	30466	63905	193970	113939	307909
KOPPAL							
134	GANGAVATHI	8672	7872	16544	50809	29760	80569
135	KOPPAL	6127	5596	11723	35823	21145	56968
136	KUSTAGI	4895	4152	9047	27331	16160	43491
137	YELBURGA	4903	3959	8862	26936	15867	42803
	Total	24597	21579	46176	140900	82931	223831
RAICHUR							
138	DEVADURGA	8401	6609	15009	44366	26198	70564
139	LINGASUGUR	7995	6455	14449	43545	25639	69184
140	MANVI	8756	7534	16289	49516	29026	78542
141	RAICHUR	8069	6536	14605	44504	26061	70565
142	SINDHANUR	6690	5966	12656	38200	22466	60666
	Total	39911	33099	73010	220130	129389	349519
YADGIRI							
143	SHAHAPUR	6346	4746	11093	32380	19161	51541
144	SHORAPUR	8441	6037	14478	43141	25442	68583
145	YADGIR	5922	4675	10597	31480	18580	50061
	Total	20709	15458	36167	107001	63183	170184
	Grand Total	191835	170644	362479	1097300	646319	1743619

[BELGAUM DIVISION]

BAGALKOT							
146	BADAMI	3716	3477	7193	21462	12901	34363
147	BAGALKOT	3001	2870	5871	17396	10471	27867
148	BILAGI	2464	2356	4821	14760	8642	23403
149	HUNAGUND	3562	3265	6827	20526	12241	32768
150	JAMAKHANDI	4094	4099	8194	24757	14680	39437
151	MUDHOL	2882	2838	5719	16894	10089	26983
	Total	19719	18906	38624	115797	69024	184821
BELGAUM							
152	BAILHONGAL	3008	2981	5989	18229	10850	29079
153	BELGAUM CITY	1654	1762	3416	10240	6146	16385
154	BELGAUM RURAL.	3548	3309	6856	20442	12348	32790
155	KHANAPUR	1433	1517	2950	8939	5326	14266
156	RAMDURG	2206	2020	4226	12596	7553	20149
157	SOUNDATTI	3183	3002	6185	18423	11082	29506
	Total	15033	14590	29623	88870	53305	142175

	BELGAUM CHIKKODI						
158	ATHANI	3098	2940	6037	18131	10809	28939
159	CHIKODI	2243	2280	4523	13598	8148	21745
160	GOKAK	2767	2704	5471	16167	9802	25969
161	HUKKERI	4689	4521	9210	27869	16560	44429
162	KAGWAD	1208	1240	2448	7115	4313	11427
163	MUDALGI	2279	2525	4803	14770	8688	23458
164	NIPPANI	1702	1614	3316	9693	5917	15610
165	RAIBAG	3434	3420	6854	20492	12255	32747
	Total	21420	21243	42663	127834	76492	204325
	BIJAPUR						
166	B. BAGEWADI	4083	3501	7584	21933	13338	35271
167	BIJAPUR RURAL	4959	4355	9315	27308	16425	43734
168	BIJAPUR CITY	1336	1582	2918	8475	5158	13633
169	CHADACHAN	1791	1660	3451	10234	6142	16376
170	INDI	2521	2298	4820	14179	8581	22760
171	MUDDEBIHAL	3868	3323	7191	20929	12647	33576
172	SINDAGI	4414	3463	7876	22825	13833	36658
	Total	22972	20182	43154	125883	76125	202008
	DHARWAD						
173	DHARWAD	1749	1707	3457	10469	6243	16713
174	DHARWAD CITY	886	870	1756	5185	3147	8331
175	HDMC	1490	1602	3093	9200	5592	14792
176	HUBLI	1467	1364	2831	8522	5086	13608
177	KALGHATAGI	1338	1336	2674	8100	4814	12914
178	KUNDAGOL	1234	1116	2350	7156	4227	11383
179	NAVALGUND	1284	1140	2425	7210	4351	11562
	Total	9449	9136	18585	55843	33460	89303
	GADAG						
180	GADAG CITY	745	691	1435	4199	2545	6744
181	GADAG RURAL	1868	1968	3835	11332	6770	18102
182	MUNDARAGI	1598	1455	3053	8965	5416	14381
183	NARAGUND	1193	1275	2468	7594	4480	12074
184	RON	2672	2581	5253	15755	9417	25172
185	SHIRHATTI	2202	2098	4300	12685	7600	20285
	Total	10279	10066	20345	60530	36227	96757
	HAVERI						
186	BYADAGI	1669	1741	3410	10487	6195	16682
187	HANAGAL	2523	2418	4942	15067	8914	23981
188	HAVERI	2497	2517	5014	14946	8974	23920
189	HIREKERUR	2198	2120	4318	12756	7699	20455
190	RANNEBENNUR	2723	2597	5320	15623	9498	25122
191	SAVANUR	1786	1620	3406	10039	6010	16049
192	SHIGGOAN	1644	1396	3041	9143	5452	14595
	Total	15041	14410	29450	88062	52742	140804

	UTTARKANNADA						
193	ANKOLA	393	428	821	2442	1485	3927
194	BHATKAL	923	898	1821	5630	3346	8976
195	HONNAVAR	281	269	550	1642	997	2639
196	KARWAR	303	282	584	1668	1011	2679
197	KUMTA	457	405	862	2583	1568	4150
	Total	2356	2282	4638	13965	8406	22371
	SIRSI						
198	HALIYAL	985	977	1962	6037	3584	9622
199	JOIDA	214	224	439	1415	814	2229
200	MUNDAGOD	1128	1035	2163	6573	3870	10443
201	SIDDAPUR	346	352	698	2190	1302	3491
202	SIRSI	900	893	1792	5444	3249	8692
203	YELLAPUR	499	403	902	2749	1623	4372
	Total	4072	3884	7956	24408	14441	38849
	Grand Total	120341	114698	235039	701190	420223	1121412

SECTION VI
TECHNICAL SPECIFICATIONS OF NOTE BOOKS

Sl. No.	Specification	No. of pages, Size of the Note Book	Cover Page (Bind) Design	Paper to be used	Inner pages Margins
1	Ruled Note Book	192 Pages+Cover 19.00 Cm X 15.50 Cm Centre Pinning and Edge squaring	Duplex Board 260 & above GSM (both inner sides gray) duly printed on one side and square binding back side with Lamination by using a film of 12 microns,	56 GSM, Cream wove, White Tint. Paper shall be of A grade (with mechanical pulp not more than 20%) brightness should not be less than 80%	Inner line Ruling Margins:- Left -20.00 Top - Bottom - 15.00mm Ink color (lines) :- Margins:- Red/ Pink line Ruling :- Blue/ Grey
2	Un Ruled Note Book	192 Pages+Cover 19.00 Cm X 15.50 Cm Centre Pinning and Edge squaring	Duplex Board 320 GSM duly printed on one side and with Lamination by using a film of 12 microns,		- Plain -

- i. The Design of the Cover page of the Note Books will be provided by the Department and will be communicated to the successful bidder with the work order.**
- ii. The packing shall be made in 5 ply corrugated boxes with a capacity of about 25 kgs which can hold about 120 books.**
- iii. The books shall be covered in plastic sheets Ruled & un ruled separately Talluka wise in separate boxes, and the boxes shall be marked and strapped firmly. (Marked means: Content of Box, Taluk name, No of Ruled and Un ruled Note books in the box should be marked on every box)**

SECTION VIII: BID FORM

Date :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding documents for the sum of (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

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

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

We agree to abide by this bid for a period of (number) days after the date fixed for bid opening under Clause 22 of the Instruction to Bidders 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 bid, 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".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Rupees	Purpose of Commission or gratuity

(if none, state "none").

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

Dated this day of 20

(signature) (in the capacity of)
Duly authorized to sign Bid for and on behalf of

PRICE SCHEDULE

Sl. No.	Note Books	specifications	Rate per Unit (Including all taxes, & all expenses)	Total Amount
1	2	3	4	5
1	Ruled Note book			
2	Un Ruled Note book			
Total				

Total Bid price in Words

.....

Note :

- i)** Conditional discounts will not be considered for evaluation.
- ii)** In case of discrepancy between unit price & total price, unit price shall prevail.
- iii)** In case of discrepancy between Total price quoted in figures and in words, the price quoted in words shall prevail.

Place :

Date :

Signature

Name

Business Address

SECTION IX: BID SECURITY FORM

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (name of country), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity,
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders,

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between *(Name of purchaser)* of *(Country of Purchaser)* (hereinafter "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 Goods and ancillary services viz., *(Brief Description of Goods and Services)* and has accepted a bid by the Supplier for the supply of those goods and 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 Bid Form and the Price Schedule submitted by the Bidder;
 - (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 goods and 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 goods and 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.
4. The supplier hereby agrees to the condition that, all the cost incurred towards Quality Test Verification of the uniform cloth material supplied will be borne by the supplier only.

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

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
---------	---------------------------------------	-------------------------	------------	-------------	----------------

—

—

—

TOTAL VALUE:

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: The Commissioner for Public Instruction, Bangalore. (Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken, in pursuance of Contract
No.....dated,.....20.....to supply
(Description of Goods and Services) hereinafter called "the Contract".

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....

SECTION XIII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated

To

Dear Sir:

Bid Reference No.: A4(2)/Uniform/Tender-03/11-12

Dated: - -2011

We _____ who are established and reputable manufacturers of _____ (*name and descriptions of goods offered*) having factories at _____ (*address of factory*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Bid referred above.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this bid.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

**SECTION XIV
CAPABILITY STATEMENT**

1. Name & Address of the Tenderer: Phone:
2. Classifications 1. Manufacturer
2. Authorised Importer
3. Plant: a. Location
b. Description, Type & size of building
c. Is property on lease or free hold? If on lease indicate date of expiry of lease in such case
4. Type of Note Books manufactured and supplied during last 3 years.

Description of Note Books	Manufacturing Capacity per hour (Should describe all level capacity, till finishing of a note book)	No. of orders on hand

5. Types of material/Note books supplied for the last 3 years other than those covered under 4 above.

Description of Note Books	Type of Note Books	Name of Manufacturer	Total No of Note Books supplied in India	No. of orders on hand

6. Turnover for similar Goods sold in last two years.
7. Details of Testing facilities available
- a. List testing equipment available
 - b. Give details of tests which can be carried out on items offered
 - c. Details of the testing organization available.
8. Personnel organization: Give organization chart for following indicating clearly the No. of employees at various levels.
1. Quality assurance
 2. Production
 3. Marketing
 4. Service
 5. Administrative
9. Names of two buyers to whom similar Note Books was supplied in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability.

1.

2.
