

GOVERNMENT OF KARNATAKA
OFFICE OF THE DIRECTOR, DSERT,
NO.4. 100 FT. RING ROAD, HOSKEREHALLI,
BSK III STAGE, BANGALORE-560085
Phone Nos. 26422372, 26422373 FAX: 26422377

SHORT TERM TENDER NOTIFICATION
FOR PRINTING & SUPPLY OF NALI KALI LEARNING MATERIALS
(3rd standard Progress Charts) FOR THE YEAR 2010-11

TWO COVER SYSTEM

TENDER DOCUMENT-VI

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

Price: Rs. 5625/- (Inclusive of VAT)

Address for communication:

AS ABOVE

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OFFICE OF THE DIRECTOR, DSERT
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TENDER NOTIFICATION TENDER DOCUMENT -VI

SECTION-1

For Printing & supply of Nali Kali learning materials (3rd standard Progress Charts)
for the year 2010-11

The DSERT hereby invites Technical & Commercial Bids from officially registered & eligible Printers located in India and having their own printing facility for printing of Nali Kali learning materials (3rd standard Progress Chart), as described in the Schedule of Requirements and to be supplied in different packages to 203 Block Education Officers vide different zones in the State.

1	Tender Reference	TE/NALI-KALI/PRINTING/1/2010-11 DATED 18-03-2011
2	Date of commencement of issue of Tender documents	21-03-2011
3	Date & time of Pre Bid Conference	25-03-2011 10.30 hrs IST
4	Last date and time for purchase of Tender documents	02-04-2011 15.00 hrs IST
5	Last date & Time for submission Technical & Commercial Bids	02-04-2011 up to 16.00 hrs IST
6	Date & Time of opening of first Cover (Technical Bid)	05-04-2011 11.00 hrs IST
7	Date & Time of opening of Second Cover (Commercial Bid)	06-04-2011 11.00 hrs IST
8	Date of issue of work order	07-04-2011 11.00 hrs IST
9	Bid Security-Per Package (Should be furnished separately for each tender)	Please see Section IV (a), Page 24
10	Venue of pre bid conference, place of issue & acceptance of bid document, opening of tenders & address for communication	OFFICE OF THE DIRECTOR, DSERT, NO.4. 100 FT. RING ROAD, HOSKEREHALLI,BSK III STAGE, BANGALORE-560085

Interested and eligible bidders can collect bid document by paying Rs.5625/- in the form of Crossed Demand Draft drawn on a nationalised bank, in favour of the Director, DSERT & payable at Bangalore, on all working days during office hours between 10.30 AM & 5.30 PM.

SECTION- II

INSTRUCTIONS TO BIDDERS

A. Introduction

The DSERT Bangalore proposes to print Nali Kali learning materials (3rd standard Progress Charts) for the year 2010-11. Technical & Commercial Bids are hereby invited from officially registered & eligible printers located in India having their own printing facility for printing of Nali Kali learning materials (3rd standard Progress Charts) as per the given particulars and F.O.R. destination to 203 Educational Blocks in the State.

1. Eligible Bidders

- 1.1 Minimum eligibility criteria for participation in the bids:-
 - Minimum of 3 years experience in printing and supply of Educational materials or similar kind of job.
 - Should be owning infrastructure facilities required for printing and supply of Educational materials in the magnitude described in this document.
 - The Bidder should have Technical capability /facilities for the printing/publication work in respect of printing of learning materials/ books of National/International standards. The bidder should have past experience in the printing of text books and educational materials for the State Govt.
 - The bidder should have average annual turn-over of Rs.100 lakhs in each year during the last 3 years.
 - The bidder should not have violated any of the major conditions regarding printing/publication and should not have been black listed.
- 1.2 Interested and eligible bidders may furnish the Technical and Commercial Bids for printing of Nali Kali learning materials (3rd standard Progress Charts) and F.O.R. destination to all the 203 Educational Blocks in the State.
- 1.3 All bids must be accompanied by Bid security as specified in section 1 and submitted on or before the prescribed date, at place and time given in section I of this document. Bids submitted without Bid security will be summarily rejected
- 1.4 Interested and eligible Bidders may obtain the prescribed Bidding document from this office by paying Rs. 5625/- (Rs. Five thousand six hundred and twenty five only) in the form of Demand Draft drawn on a Nationalised Bank, in favour of the Director, DSERT, Bangalore & payable at Bangalore. This amount will not be returned under any circumstances.
- 1.5 Bidding documents can be collected from the office of the Director, DSERT, Bangalore either in person or by Registered post or Courier or Speed Post by paying the cost of Bidding document as per clause 1.4. For sending through post/courier/speed post, the Bidder should also pay the necessary postal charges of Rs.100/- in the form of Bank DD & drawn in favour of the Director, DSERT, Bangalore. The Bidding document will be sent by Registered post or courier or speed post at the risk and responsibility of the prospective Bidder. Request for tender application received through phone/telegram/ phonogram/fax will not be entertained.
- 1.6 Interested and eligible Bidders may obtain further information or clarification either in person or through phone during office hours from the office of the Director, DSERT, 100 feet Ring Road, Banashankari 3rd Stage, Bangalore-560085. Phone:080-26422372/26422373.

2. Cost of bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Director, DSERT, Bangalore, herein after 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. Tender Document -

3. Content of bidding documents

- 3.1 The Bidding documents for printing & F.O.R. destination of Nali Kali learning materials to all the 203 Educational Blocks in the state will contain the following particulars:-

1. Invitation for Bids -Section I
2. Instructions to Bidders -Section II
3. Description and scope of the contract -Section III
4. Terms and Conditions of Contract (General and Special)- Section IV
5. Technical Specifications- Section V
6. Description of Schedule of Requirements & list of Educational Blocks to where the Nali Kali learning materials (3rd standard Progress Charts) have to be delivered- Section VI
7. Abstract Section
8. Bid Form- Format I
9. Bid Security form- Format II
10. Performance security form- Format III
11. Contract Form- Format III (a)
12. Statement of past performance-Format IV
13. Acceptance of implementation schedule- Format V
14. Undertaking- Format VI
15. Details of the Organization-Format VII
16. Check list of documents to be submitted in First Envelope (Technical Bid)-Format VIII
 1. Price schedule (Commercial Bid) to be submitted in second cover –Format IX.

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of Bid not substantially responsive to the Bidding Documents in every respect or incomplete bid document will be at the Bidders risk and may result in rejection of its Bid.

4. Pre Bid Meeting (Clarification of Tender Document)

- 4.1 The Bidder or his official representative is invited to attend a pre Bid meeting which will take place at Conference Hall, Office of the Director, DSERT, 100 Feet Ring Road, Banashankari 3rd stage, Bangalore -560085 on 25-03-2011 at 10.30 hrs IST
- 4.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage by the Bidder or his representative. Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in sub Clause 3.1 which may become necessary as a result of the pre bid meeting shall be made by the purchaser exclusively by issuing an Addendum pursuant to Clause 3 and not through the minutes of the pre bid meeting. Non attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

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. The amendment will be notified in writing to all prospective Bidders who have received the Bidding Documents and will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

6. Preparation of Tender

6.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the Kannada or English language & Bid can be submitted either in Kannada or English.

7. Documents Comprising the Bid

The Bid prepared by the Bidder shall be submitted in Two Envelopes comprising the following components:

7.1 First Envelope shall contain

- i) Attested copies of documents along with photo copies of all particulars showing that the bidder has the Financial, Technical and Service capability necessary to perform the contract and meet the criteria outlined in the qualification requirements and to fulfill this all Bids submitted shall include the following information. Along with first cover bid security should be submitted without fail:
- ii) Attested photocopies showing the legal status, place of registration and principal place of business of the firm.
- iii) Attested photocopies of documents showing that the firm had an average turnover of Rs 100 lakhs per Year in printing / publication during the last 3 years i.e. 2007-08, 2008-09 & 2009-10. Photocopies of Audited financial statement issued by registered Chartered Accountant should be enclosed.
- iv) Attested Copies of Sales tax Registration and Sales tax returns filed during the last 3 years i.e. 2007-08, 2008-09, & 2009-10.
- v) Attested copies of acknowledgement of income tax returns filed in the last 3 years Viz. 2007-08, 2008-09, & 2009-10.
- vi) Attested photocopies showing that the firm has been registered in State Govt./ Central Govt. / Related Authority.
- vii) Particulars of the firm or its branches having printing unit in Karnataka
- viii) Bid form as per Format I
- ix) Bid security in the form of Demand Draft drawn on a Nationalized Bank for the prescribed amount as per SECTION IV (a)
- x) Particulars of the Firm as per Format VII.
- xi) Statement of past performance during the last 3 years as per Format IV
- xii) Format of Acceptance of implementation schedule as per Format V.
- xiii) Undertaking as per Format VI.
- xiv) Checklist of Documents to be submitted in First Envelope as per Format VII.
- xv) Sample paper/Art board/Card to be used for printing of learning cards/ books, duly attested by the Bidder.

7.2 The Second Envelope shall contain:

7.2.1 Price Schedule

The Bidder shall complete the price schedule as per table IX furnished in the Bidding Documents, indicating the cost towards printing & F.O.R. destination of one set of Nali Kali learning materials (3rd standard Progress Charts) as per the Technical Specifications mentioned in the section V. This office will not supply paper for printing work. Further this office will not pay any extra charges over and above rate quoted by the Bidder.

7.2.2 The rate quoted for printing & distribution of Nali Kali learning materials (3rd standard Progress Charts) and supply on F.O.R. destination to all the 203 Block Education Offices in the State should be inclusive of all taxes levied by the State & Central Govt., packing charges, F.O.R. destination charges etc.

7.2.3 The rate to be quoted for the printing & F.O.R. destination of one (01) set of Nali Kali Learning Materials: (3rd standard Progress Charts) should be mentioned clearly both in words & figures. The Sample paper/Art Board/Card to be used for printing work to be submitted in the first envelop. The quality of the paper/card to be clearly mentioned and attested by the Bidder.

8. Fixed price:

Prices quoted by the Bidder shall be fixed during the bidders 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

9. The Bidder must submit all the documents listed under clause 7.1 along with the Bid form, sample paper used for printing and bid security as per SECTION IV (a) in the First Envelope, in order to qualify for consideration in the opening of the Second Envelope containing the PRICE SCHEDULE as per FORMAT IX. If the bidders do not qualify in technical bid, in no case he is eligible to open financial bid.

10. Bid Security (Earnest Money Deposit)

10.1. Any Bid not in accordance with clause 9 above will be rejected. The Bidder shall furnish, as part of its Bid, Bid security as specified below.

10.2. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

10.3. The Bid security shall be in Indian Rupees and shall be in the form Demand Draft drawn on Nationalized Bank, Multinational bank or a scheduled bank in favour of the Director, DSERT, Bangalore, payable at Bangalore.

10.4. Any Bid not secured in accordance with Clause 10.1 and 10.2 above will be rejected by the Purchaser as non- responsive.

10.5. 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.

10.6. Any Interlineations, erasures or overwriting or cancellation shall be valid only if they are initialed by the person or persons signing the Bid.

10.7. The successful Bidder's Bid security will be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement. The Bid security will be forfeited:

- a) If a Bidder withdraws his 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 agreement within the stipulated time or
 - ii) To furnish performance security

11. Period of Validity of Bids

a) Bids shall remain valid for 120 days after the date of opening of Second Envelope. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

11.2 In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The bid security provided under clause 10 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. The Bid security in respect of the Bidder who has refused to extend the validity of Bids can not be forfeited by the purchaser.

12. Format and Signing of Bid

12.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern. In the price schedule mentioned at Annexure IX the bidder should quote the rates for the printing and F.O.R. destination of one set of Nalikali learning materials, Cards/Charts.

C. Submission of Tenders

13. Sealing and Marking of Bid

13.1 The bidder shall submit the Envelope in the following manner.

- First Envelope which is sealed and should contain the original documents and duplicate as mentioned in clause 801 and also as explained in clause 14, and shall be super scribed as "Technical Bid for printing & F.O.R. destination of Nali Kali learning materials for the year 2010-11"
- Second Envelope which is sealed and should contain the original document and duplicate of the lowest price schedule as quoted by the bidder as per the details mentioned vide clauses 7.1 & 7.2 and shall be super scribed as "Commercial Bid for printing & F.O.R. destination of Nali Kali learning materials (3rd standard Progress Charts) for the year 2010-11" The rate quoted in the price schedule should be inclusive of all the costs towards printing & F.O.R. destination including taxes.

13.2 The First and Second sealed Envelopes shall be addressed to the purchaser at the Following address:

**OFFICE OF THE DIRECTOR,
DSERT, NO.4. 100 FT. RING ROAD,
HOSKEREHALLI, BSK III STAGE,
BANGALORE-85
Phone Nos. 26422372, 26422373 FAX: 26422377**

- 13.3 All the sealed envelopes as mentioned in clause 13.1 shall indicate the name and complete postal address of the Bidder to enable the purchaser to return the same unopened to the bidders in case it is declared late.
- 13.4 If the two Envelopes are not sealed and marked as required by clause 13.1 the purchaser will assume no responsibility for the bid's misplacement or premature opening and will be rejected.

D. Mode of submission of bids.

- 13.5 The Bids could be sent by speed post or Registered Post or Courier or Dropped in the boxes separately for First Envelope and Second Envelope kept at the above address in person.
- 13.6 Bids sent by Telex or Fax or E-mail will be rejected.

E. NUMBER OF PROPOSALS

- 13.7 Each Bidder shall submit only one Proposal in response to this Tender document. Any Bidder/member of Consortium, who submits or participates in more than one Proposal, shall be disqualified and shall also cause disqualification of all the proposals in which such Bidder/member of Consortium has participated.

14 Deadline for Submission of Bids

- 14.1 Bids must be received by the Purchaser at the address specified under Clause 13.2 not later than the time and date specified in the invitation for Bids (section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 14.2 If the Bids are sent by Speed Post or Registered post or courier, it should reach the purchaser on or before the scheduled last Date and Time fixed for receipt of Bids as per Section I. The purchaser shall not be responsible for any delay in transit when Bids are sent through post/Courier.
- 14.3 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents 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.

15 Late Bids

- 15.1 Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, will be rejected and/or returned unopened to the Bidder.

16 Modification and Withdrawal of Bid

- 16.1 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 Bidder.
- 16.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 15. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

- 16.3 No bid may be modified or with drawn subsequent to the deadline for submission of bids.
- 16.4 No bid may be withdrawn in the interval between the deadline for submission of bids the expiration of period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its bid security.

F. Bid Opening and Evaluation of Bids

A. Opening of Bids by the purchaser.

The purchaser will open the FIRST ENVELOPE of the Bidder, in the presence of Bidder's representatives who choose to attend, at 11.00 hrs.IST on 05/04/2011 at:

OFFICE OF THE DIRECTOR,
DSERT, NO.4. 100 FT. RING ROAD,
HOSKEREHALLI, BSK III STAGE,
BANGALORE-85
Phone Nos. 26422372, 26422373 FAX: 26422377

The date on which SECOND ENVELOPE would be opened is scheduled on 06-04-2011 at 11.00 hrs IST. If there is any change in the said date and time for in evitable reasons, the same will be intimated to the qualified bidders by the Purchaser on the day of opening of first cover or on subsequent days through Telephone/Fax/Post/Telegram/Phonogram/Courier or E-mail.

The Bidders or representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

The Bidders' Names, Bid Modifications, or Withdrawals, Bid prices, Discounts and the presence or absence of the requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No Bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to Clause 15.

Second Envelope of the unqualified bidders will be returned and will not be opened under any circumstances.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

The Purchaser will prepare minutes of the Bid opening and will circulate them to all the bidders.

B. Clarification of Bids

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 substances of the Bid shall be sought, offered or permitted.

C. Preliminary Examination

- 19.1 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.

- 19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the supplier does not accept the correction of errors, its bid will be rejected. The purchaser may waive any minor infirmity 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. If there is a discrepancy between words and figures, the lowest of the two shall prevail.
- 19.3 Prior to the detailed evaluation, pursuant to Clause 20, 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, Applicable Law and taxes and duties 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.
- 19.4 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.
- 19.5 The purchaser may call for information if required to substantiate any information.

C. Evaluation and Comparison of Bids

20.1 The Purchaser will evaluate and compare the bids previously determined to the substantially responsive, pursuant to clause 19.3.

21. ACCEPTANCE OR REJECTION OF BIDS:

- a) The Director, DSERT, Bangalore, reserves the right to accept or reject any bid and to annul the bidding process and reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- b) Any Bid with incomplete information is liable for rejection.
- c) For each category of pre qualification criteria, the documentary evidence is to be produced duly attested by the contractor, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.
- d) If any information given by the contractor is found to be false / fictitious, the contractor will be debarred for 3 years from participating in any other tenders of Govt . of Karnataka and will be black listed.

SECTION –III

DESCRIPTION AND SCOPE OF THE CONTRACT

The Bidder, herein after called “the agency” are required to print the Nali Kali learning materials (3rd standard Progress Charts) & F.O.R. destination to all the 203 Educational Blocks in the state called “the Contract” for which Bids are invited.

The total quantity of Nali Kali learning materials (3rd standard Progress Charts) to be printed and supplied to different blocks is enclosed in SECTION V, VI, TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

SECTION – IV

TERMS AND CONDITIONS OF CONTRACT

- A. The following are the General Conditions of Contract for printing of Nalikali learning materials (**3rd standard Progress Chart**) on F.O.R. destination to all the 203 Educational Blocks in the State, as per the specifications given in the document.
- B. The successful Bidder should print the Nali Kali learning materials (3rd standard Progress Charts) and F. O.R destination to all the 203 Block Education Offices as per particulars provided in Section – VI. No separate amount will be paid for F.O.R. destination and should be included in the rate quoted for printing

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 obligation;
- c) “The Goods” means all the materials which the supplier is required to supply to the purchaser under the contract;
- d) “Services” means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, 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
- h) “The Supplier” means the individual or firm supplying the goods and services under this contract
- i) “The Government” means the Government of Karnataka represented by the DSERT
- j) “The Project Site”, where applicable, means the place or places named in SCC
- k) “Day” means calendar day

2. Application

1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Standards

1. The goods supplied under this contract shall conform to the standards mentioned in the Technical specifications and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

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

1. The Supplier shall not, without the purchasers prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
2. The Supplier shall not, without the Purchasers prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purpose of performing the Contract.
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 performance under the contract if so required by the purchaser.
4. The supplier shall permit the Government to inspect the supplier's accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

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

6. Performance Security

- a) The successful Bidder will be required to furnish Performance Security equivalent to 5% of the entire accepted Bid value in respect of cost of printing & F.O.R. destination works, to be submitted in the form of irrevocable bank guarantee or crossed DD within 3 (Three) days from the date of intimation of award of contract, and sign the contract agreement.
- b) If the Successful Bidder fails to furnish the Performance Security in the format specified in Table III within 3 (Three) days or sign the contract agreement, as specified in clause 6. the bid security furnished by such bidder will be forfeited.
- c) The performance security furnished by the successful Bidder in respect of his bid will be returned to him after 3 months from the date of satisfactory performance of the contract.
- d) If the successful Bidder after signing the contract agreement fails to perform any contractual obligation, his Performance Security mentioned above will be forfeited.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and to test the goods to confirm their conformity to the contract specifications at no extra cost to the purchaser. see 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 identify of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the purchaser.
- 7.3 .Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the Purchaser.
- 7.4 The purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Project Site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the supplier from any warranty or other obligations under this contract.

7 (a) Quality Testing by third party

- i. The representative of the Director, DSERT an Agency authorized for the purpose, shall carry out the inspection and tests to ascertain the quality of Paper, Art Board, and such other materials used for printing of the learning materials under this contract, in the printing premises of the agency and also at the premises of the printers.
- ii. The representative or agency authorized by the Director, DSERT shall also carry out the inspection of the printed materials to ascertain the quality of printing, binding, cutting and quality of lamination etc., as per the technical specifications.
- iii. The expenditure of the quality check will be as per MPM charges.
- iv. The Director is also free to test the quality through an independent third party and take such action as deems fit, if quality of paper/art board falls below the prescribed standards

8 Packing

- 8.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case shall be of convenient in size and shall be weighing not more than 50 Kg per case. The packing should be made with carton boxes with proper machine strapping.
- 8.2 Packing Instructions: The Supplier will be required to make separate packages in as many number as the case may for each Consignee as specified in clause 8.1 above.

Each package will be marked on three sides with proper paint I indelible ink the following:

- (i) Project
- (ii) Contract No.
- (iii) Name & address of the supplier
- (iv) Designation and address of the consignee; and
- (v) Packing List Reference number

9 Delivery and Documents

9.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award. The details of shipping and I or other documents to be furnished by the supplier are specified in SCC.

10 Insurance (Optional to the supplier)

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

11. Transportation

11.1 Where the supplier is required under the contract to transport the goods to a specified place of destination, defined as Project site, transport to such place of destination including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.

12. Payment The terms of payment will be as follows:

After the successful implementation of the contract regarding Printing of Nali Kali learning materials & supply on F.O.R. destination to all the 203 Educational Block Offices in the State, Payment will be made to the Contractor as follows: -

- a) The Contractor to whom printing & supplywork is allotted should also under take the FOR. destination of the same to the Head Quarters of the 203 Educational Blocks in the State as per the particulars vide Section VI. Payment will be made to the contractor after the successful Printing & F.O.R. destination work and as per the report given by the concerned Block Educational Officers.
- b) Payment will be made to the Contractor after ascertaining whether the contract has been executed satisfactorily and towards this the Purchaser should be furnished the necessary certificate from the accepting authorities.
- c) Payment will not made to the contractor unless the work entrusted is executed satisfactorily. Further the purchaser will not make any advance payment or part payment.

13. Prices

13.1 Prices payable to the supplier as stated in the contract shall be firm during the Performance of the contract.

14 Change Orders

14.1 The purchaser may at any time, by written order given to the supplier' pursuant to GCC Clause 3.1, make changes within the general scope of the contract in anyone 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 l or
 - d) The services to be provided by the supplier
- 14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the suppliers 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 purchasers change order.

15 Contract Amendments

- 15.1 Subject to GCC Clause 17. no variation in or modification of terms of the contract shall be made except by written amendment signed by the parties.

16 Assignment

- 16.1 The suppliers shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

17 Subcontracts

- 17.1 There shall be no sub-contracts.

- 17.2 Subcontracts shall be only for bought out items and sub-assemblies.

18 Delays in the Supplier's Performance

- 18.1 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
- 18.2 If at any time during performance of the contract, the supplier or its sub-contract(s) 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 suppliers notice, the purchaser shall evaluate the situation and may, as 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.
- 18.3 Except as provided under GCC Clause 24, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

19 Liquidated Damages

- 19.1 Subject to GCC Clause 24, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 23.

20 Termination for Default

20.1 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 the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21; or
- b) If the 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.

20.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC Clause 24.1, 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.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clause 21, 22, 23, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

21.2 For purposes of this Clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such event 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.

21.3 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.

22 Termination for Insolvency

22.1 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.

23 Termination for Convenience

- 23.1 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.
- 23.2 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 I 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

24 Settlement of Disputes

- 24.1 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.
- 24.2 If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 24.2.1 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.
- 24.2.2 Arbitration proceeding shall be conducted in accordance with the rules of procedure specified in the SCC.
- 24.3 Notwithstanding any reference to arbitration herein,
- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b) The purchaser shall pay the supplier any monies due the suppliers

25 Limitation of Liability

- 25.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,
- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and
 - b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

26 Governing Language

26.1 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.

27 Applicable Laws

27.1 The contract shall be interpreted in accordance with the laws of the Union of India

28 Notices

28.1 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.

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

29 Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the purchaser.

30 AGREEMENT:

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs. 500/- non-judicial stamp paper in the prescribed format provided, within seven days from the date of acceptance of the Bid and intimation of the award of contract vide clause 1.a .
- b) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the successful Bidder shall be referred to as "Contractor".
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka 1 Purchase and recovery of any consequential loss from the contractor.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of contract shall supplement the General of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

- a) The Purchaser is the Director, DSERT, Bangalore, Karnataka
- b) The Supplier is.....

2. 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) Four copies of the supplier invoice showing contract number, goods description, quantity, unit price, total amount;

- ii) Railway receipt / acknowledgement of receipt of goods from the consignee(s)
- i) Four copies of packing list identifying of each package;
- ii) Manufacturer's / supplier's warranty Certificate
- iii) Inspection certificate issued by the nominated inspection agency, and the suppliers factory inspection report; and

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.

3. Payment (GCC Clause 12)

- i) On Delivery: Eighty percent of the contract price shall be paid on receipt of goods and upon submission of the documents specified in SCC Clause 3 above; and
- ii) On Final Acceptance: the remaining twenty percent of the contract price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the purchaser's representative for the respective delivery.

Note:

- a) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;
- ii) The LC will be confirmed at Supplier's cost if requested specifically by the supplier;
- iii) If LC is required to be extend / reinstated for reasons not attributable to the purchaser, the charges thereof shall to the supplier's account. .

4. Settlement of Disputes (Clause 24)

The dispute settlement mechanism to be applied pursuant to GCC Clause 24.2.2 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 a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; 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 the arbitrators shall be final and binding upon both parities. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (Clause 28)

For the purpose of all notice, the following shall be the address of the purchase and supplier.
Purchaser:

the Director, DSERT, Bangalore, 100 Feet Ring Road, Banashankari 3rd Stage,
Bangalore -560 085.

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

6. Right to use defective equipment:

If after delivery, acceptance of cards so delivered, if found not in conformity with the specification, the bidder shall replace them. The purchasers have the right to use them till replaced.

7. 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.

8. 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 subcontracted 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

SECTION IV (A) : DETAILS BID SECURITY

Earnest money deposit for the tender is Rs. 10.00 lakhs

A. Additional Points to be noted in the contract relating to Printing & supply on F.O.R. destination of NaliKali learning materials.

- a) The contractor should print the Nali Kali learning materials (3rd standard Progress Charts) as per the particulars to be supplied by the Purchaser and F.O.R. destination to all the 203 Educational Block Offices in the State strictly in accordance with the Term & Conditions of the contract and without any defects.
- b) The Purchaser reserves the right to assess the capacity of the bidder to perform this contract based on the progress achieved as on date by the said bidder in respect of the contract already awarded to such bidder i.e., contract for printing and supply of text books for the year 2010-11.
- c) Based on the assessment vide clause (b) above, the purchaser reserves the right to award or not to award this contract any such bidder who has not performed well in the contract for printing of text books for the year 2010-11, although such bidder is emerged as L1. Bidder for this work.
- d) The work relating to printing and F.O.R. destination of Nali Kali learning materials (3rd standard Progress Charts) should be executed without any delay as per the implementation schedule mentioned in this document.
- e) The Purchaser reserves the right to depute officers from his office for the supervision and inspection at the time of implementation of the contract. The contractor should submit health report to the concerned officer regarding the implementation of the contract.
- f) The contractor should print a Nali Kali learning materials (3rd standard Progress Charts) using good quality paper strictly in accordance with the sample paper supplied along with Technical Bid. Printing work should be under taken keeping in mind the matter to be printed and colour etc.
- g) The printed Nali Kali learning materials (3rd standard Progress Charts) pertaining to Class I of one school should be supplied in separate box and so also reading material in separate box for each school.
- h) If any printing error comes to the notice of the purchaser after the printing & supply to the Blocks the same will have to be replaced by the Contractor at his own expense.
- i) If the contract is not executed with in the stipulated period as per implementation schedule the Purchaser namely; The Director, DSERT, Bangalore, reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the Contractor in this regard.

B. IMPLEMENTATION SCHEDULE:

The work relating to printing & F.O.R. destination of Nalikali learning materials should be implemented by the contractor as per the following implementation schedule:-

1. Signing of Contract	With in 3 days – After the issue of work order
2. Printing and F.O.R. destination of printed Nali Kali learning materials (3rd standard Progress Charts) all the	30 days from the date of issue of work order

C. PENALTY AND TERMINATION FOR NON-FULFIMENT OF CONTRACT:

- a) If the contractor does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 2% of the contract amount for a week's delay. The penalty will be imposed for a maximum of 2 weeks. Even after the expiry of 2 the contractor.
- b) The contractor entrusted with the work of printing & F.O.R. Destination of Nali Kali learning materials should execute the work in good condition as per the section IV clause 3.1. Using the inferior quality paper, error in printing is found before distribution or after distribution to the schools, such defective materials will be rejected outright. The contractor will have to replace the rejected items at his own responsibility & expense.
- c) The printed Nalikali learning materials will have to be supplied F.O.R. destination in good condition with out causing any damage to the printed items, to all the 203 Educational Block Offices in the State. If any defect is found I any report in this regard is received from the Block Offices, such defective materials will be rejected and the contractor will have to bear the cost of such defective materials. In addition to this penalty at the rate of 2% of the contract amount will be levied.

D. GENERAL POINTS TO BE OBSERVED:

The Bidder should execute under taking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids.

SECTION - V

TEHKNICAL SPECIFICATIONS and PARTICULARS OF PRINTING OF NALI KALI LEARNING MATERIALS 3rd standard Progress Charts

A- Progress Charts

Paper Quality: 170 GSM		Lamination : not required					
Sl. No.	Description	Size	Quantity per set	Color	Printing	Lamination	Remarks
Class I							
1	Progress Chart, Kannada	A4	1	Multi colour	One side	Nil	Calendar Type, 16 Pages, Centre pinning
2	Progress Chart, Maths	A4	1	Multi colour	One side	Nil	-do-
3	Progress Chart, EVS	A4	1	Multi colour	One side	Nil	-do-
	Total		3				

ABSTRACT

Quantity of Nali Kali Learning Materials (3rd Standard Progress Charts)

per set

Sl. No.	Description	Quantity per set
1	Progress charts of Class III	3
	Total per set	3

Note :

1. The Purchaser reserves the right either to increase or decrease the number of Nali Kali learning materials (3rd standard Progress Charts) to be printed.
2. The Purchaser reserves the right to withdraw or with hold or cancel the printing order.
3. The Purchaser reserves the right to cancel the tender at any stage of the tender and it will be a discretion of the purchaser to either disclose or withhold the reasons for cancellation.
4. The successful bidder should print and supply the addition quantity of Nali Kali learning materials (3rd standard Progress Charts) within the stipulated time, if found necessary.

SECTION – VI
SCHEDULE OF REQUIREMENTS PER BLOCK
AND
DISCRIPTION OF TENDER NO.VI
FOR PRINTING AND SUPPLY OF
NALI KALI LEARNING MATERIALS FOR THE YEAR 2009-10
(3rd standard Progress Charts)

Sl. No.	Names of districts	Names of Blocks	No.of Schools	Number of sets of progress chart Class I
1	Mysore	Mysore City	28	43
2		Mysore City	37	81
3		Mysore Taluk	210	328
4		T. Narasipur	214	289
5		Nanjangud	265	432
6		H.D.Kote	300	371
7		Hunsur	273	332
8		K.R.Nagar	215	269
9		Periyapatna	260	310
10	Chamarajnaragar	Chamarajanagar	248	355
11		Gundlupet	185	258
12		Kollegal	80	124
13		Hanur	160	217
14		Yalandur	51	81
15	Mandya	Mandya North	184	200
16		Mandya South	95	126
17		Malavalli	254	296
18		Pandavapura	175	199
19		Nagamangala	370	380
20		Maddur	242	270
21		Srirangapatna	116	159
22		K.R.Pete	332	361
23	Kodagu	Madikeri	126	164
24		Virajpete	123	187
25		Somavarpete	149	192
26	Dakshin Kannada	Mangalore City	32	55
27		Mangalore	134	235
28		Moodubidare	67	84

29		Bantwal	193	310
30		Belthangadi	178	275
31		Puttur	184	280
32		Sulya	140	170
33	Udupi	Udupi South	65	101
34		Brahmavara	89	115
35		Karkala	147	186
36		Kundapur	132	169
37		Byndoor	182	225
38	Hassan	Hassan	423	446
39		Alur	178	179
40		Arakalgud	314	328
41		Holenarasipur	265	288
42		Belur	300	309
43		Channarayapa	410	422
44		Sakleshpura	175	192
45		Arasikere	419	440
46	Chikmagalur	Chikmagalur	354	396
47		Kadur	255	286
48		Koppa	133	137
49		Mudigere	197	206
50		Narasimharaja	99	111
51		Sringeri	74	74
52		Tarikere	224	255
53		Birur	140	162
54	Bangalore (S)	South Range 1	219	355
55		South Range 2	42	96
56		South Range 3	74	201
57		South Range 4	199	408
58		Anekal	260	339
59	Bangalore (N)	North Range 1	145	260
60		North Range 2	37	86
61		North Range 3	32	56
62		North Range 4	191	332
63	Ramanagar	Ramanagar	277	299
64		Magadi	375	389
65		Channapatna	219	257
66		Kanakapura	429	453

67	Bangalore ®	Doddaballapur	352	393
68		Devanahalli	210	228
69		Nelamangala	290	305
70		Hoskote	235	263
71	Chikaballapur	Chikaballapur	232	250
72		Shidlaghatta	237	263
73		Chintamani	331	374
74		Bagepalli	287	302
75		Gudibande	101	107
76		GoWribidanur	290	349
77	Kolar	Kolar	327	372
78		Srinivaspur	301	328
79		Mulbagal	348	374
80		KGF	100	105
81		Bangarpet	303	338
82		Malur	298	323
83	Chitradurga	Chitradurga	282	392
84		Challakere	345	514
85		Hiriyur	282	346
86		Hosadurga	282	307
87		Holalkere	223	262
88		Molakalmuru	127	215
89	Davanagere	Davanagere	123	212
90		Davanagere	139	214
91		Channagiri	247	310
92		Harapanahalli	252	413
93		Harihar	116	197
94		Honnali	183	254
95		Jagalur	180	245
96	Tumkur	Tumkur	474	541
97		Gubbi	380	405
98		Tiptur	285	298
99		Turuvekere	306	315
100		Chikkanayaka	311	326
101		Kunigal	392	403
102	Madhugiri	Madhugiri	357	410
103		Koratagere	248	257
104		Pavagada	239	340
105		Sira	398	442

106	Shimoga	Shimoga	271	351
107		Bhadravathi	220	266
108		Sagar	302	321
109		Hosanagar	225	230
110		Thirthahalli	251	258
111		Shikaripura	190	256
112		Soraba	296	327
113	Dharwad	Dharwad	150	336
114		Dharwad city	42	114
115		Hubli city	50	150
116		Hubli Taluk	94	239
117		Khalgatgi	113	223
118		Kundagol	90	202
119		Navalgund	93	213
120	Gadag	Gadag city	48	112
121		Gadag Taluk	98	233
122		Mundargi	85	180
123		Nargund	49	104
124		Ron	142	329
125		Shirahatti	124	235
126	Haveri	Haveri	126	264
127		Byadagi	88	149
128		Hanagal	174	303
129		Hirekerur	164	263
130		Ranibennur	165	321
131		Savanur	80	166
132		Shiggavi	125	218
133	Uttara Kannada	Karwar	143	169
134		Ankola	159	184
135		Kumta	205	230
136		Honnavar	251	259
137		Bhatkal	158	190
138		Sirsi	269	303
139		Siddapur	215	224
140		Joida	135	145
141		Yellapura	179	188
142		Haliyal	133	211
143		Mundgod	109	154

144	Belgaum	Belgaum City	60	132
145		Belgaum Taluk	160	291
146		Khanapur	86	150
147		Ramadurga	178	344
148		Saundatti	214	442
149		Bailahongal	191	407
150	Chikkodi	Chikkodi	183	313
151		Nippani	87	121
152		Athani	265	446
153		Kagwada	61	102
154		Gokak	122	251
155		Moodalagi	201	399
156		Hukkeri	181	363
157		Rayabhag	243	425
158	Bagalkote	Bagalkot	156	352
159		Badami	214	481
160		Biligi	118	247
161		Hungund	214	441
162		Jamkhandi	226	541
163		Mudhol	196	415
164	Bijapur	Bijapur city	72	179
165		Bijapur Taluk	348	662
166		Basavanbagew	243	541
167		Indi	231	424
168		Chadchan	175	312
169		Muddebihal	206	467
170		Sindagi	268	611
171	Gulbarga	Gulbarga North	121	250
172		Gulbarga South	129	289
173		Afzalpur	140	317
174		Aland	209	444
175		Chincholi	223	385
176		Chittapur	233	528
177		Jevargi	199	486
178	Yadgir	Yadgir	238	546
179		Shahapur	228	545
180		Shorapur	318	629
181		Sedam	182	324

182	Bidar	Bidar	182	400
183		Humnabad	131	321
184		Basavakalyan	159	351
185		BHalki	155	288
186		Aurad	166	347
187	Bellary	Bellary East	123	334
188		Bellary West	105	276
189		Hadagali	140	268
190		Hagaribomman	122	266
191		Kudligi	270	478
192		Sandur	140	303
193		Siraguppa	151	344
194		Hospet	170	431
195	Raichur	Raichur	220	494
196		Manvi	243	539
197		Devadurga	217	441
198		Lingasugur	274	550
199		Sindhanoor	241	533
200	Koppal	Koppal	200	508
201		Gangavathi	296	617
202		Kushtagi	206	441
203		Yelburga	189	395
	Total		40137	60430

**FORMAT -I
BID FORM**

TO:

Date:

The Director,
DSERT, 100 Feet Ring Road,
Banashankari 3rd Stage
Bangalore – 560 085

Sir/Madam,

Subject: Submission of Bid for printing and supply of Nali Kali Learning
Materials (3rd standard Progress Charts) for 2009-10. Reg

Ref :- No:

Having examined the Bidding Documents including Addenda No.s _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print the Nali Kali learning materials (3rd standard Progress Charts) vide Tend No. IV & supply them on F.O.R. destination to all the 203 Educational Block Offices in the State of Karnataka for which necessary Bid security amounting to Rupees lakhs (..... lakhs only) (at the prescribed rate,) is enclosed vide D.D. No.....
Dated..... Drawn on Bank is enclosed herewith.

CONDITIONS

1. If our tender is accepted, we here by undertake to abide as per the stipulated Terms and Conditions, to print the Nali Kali materials vide Tender No. VI and supply on F.O destination to all 203 Educational Block offices inthe State
2. If our tender is accepted we will obtain the Guarantee or Demand Draft from a multinational bank or scheduled bank for sum of equivalent to 5 percent of the total cost of the contract entrusted to us.
3. We agree to abide by this Tender for bid validity of 120 days after the date fixed for opening of Second Envelope under clause 13.1 of this Tender document and shall remain binding upon us and may be accepted at any time before then expiry of the period.
4. We agree to abide by this tender 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".
5. We understand that you are not bound to accept a lowest offer that you may receive after Tender validity.

Dated this.day of.200

Signature

(Name and Address of the Tender with seal)

(In the capacity of Duly authorized to sign the Tender for and on behalf of)

(in the Capacity of): _____

Duly Authorized to sign bid for and on behalf of

Place:

FORMAT - II
EARNEST MONEY DEPOSIT (BID SECURITY)
BANK GUARANTEE FORM
(Bank Guarantee to be furnished on Rs 100/-- stamp paper)

The Director,
DSERT, 100 Feet Ring Road,
Banashankari 3rd Stage
Bangalore – 560 085

(NOT APPLICABLE)

Sir,

Whereas.....(hereinafter called "the Bidder")

has submitted its bid dated.....2006 for printing & F.O.R destination of

Nali Kali learning materials (3rd standard Progress Charts) vide Tender No.VI to 203 Educational Block Offices of the State of Karnataka . (hereinafter called the "Bid") KNOW ALL MEN by these presents that WE.....of having our registered office At (hereinafter called the Bank") are bound unto.....(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 2007.

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 its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including 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.

Place:

Date:

(Signature of the authorized officer of the Bank)

Address:

FORMAT -III
PERFORMANCE SECURITY FORM
(Bank Guarantee to be executed on Rs. 500 Stamp paper)

To
The Director,
DSERT,100 Feet Ring Road,
Banashankari 3rd Stage
Bangalore – 560 085

Sir

WHEREAS(Name of the Contractor) hereinafter called "the Contractor" has undertaken, in pursuance of Contract No..... dated to print & supply of Nali Kali learning materials (3rd standard Progress Charts) vide Tender No.VI to 203 Educational Blocks of Karnataka, and related services hereinafter called." the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee equivalent to 5% of the total amount of the contract by a Nationalized Bank for the sum specified therein as security for compliance with the Contractors performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee:
THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor 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 show grounds or reasons for your demand for the sum specified therein.

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

Authorized signatory's Signature and Seal of Guarantors Bank

.....
.....

Date

.....

Address.....

Place

.....

FORMAT -III (A)
CONTRACT FORM

THIS AGREEMENT made the day of.....20 Between
"....." (Name of purchase) of....., (Country of Purchaser)
(hereinafter called "the Purchaser") of the one part and(Name of
the 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
prescription of Goods and Services)
and has accepted a tender 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 Tender Form and the Price Schedule submitted by the Tender;
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Condition 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 conformity in all respects with the provisions of the Contract.
4. The Purchasers 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.

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

Sl. No	Brief Description of Goods and 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 the 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 ::.....

FORMAT -IV

STATEMENT OF PAST PERFORMANCE (Proforma for performance statement (for a period of last Five years from 2004-05 , 2005-06, 2007-08, 2008-09 & 2009-10) relating to printing / publication work

Name of the Firm _____

Name of the organisation & address to which service was provided	Contract No. & date of the agreement for said organisation	Description of the contract	Total Value of Contract	Period of contract (Mentioned the date)	If there is delay, in performance reasons for the same	Has the work entrusted completed satisfactorily (Attach certificate From an Officer who entrusted the work)
1	2	3	4	5	6	7

Signature and seal of the Bidder I Authorised Representative

Place:

Date:

FORMAT - V

IMPLEMENTATION SCHEDULE

To

The Director,
DSERT,100 Feet Ring Road,
Banashankari 3rd Stage
Bangalore – 560 085

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” have furnished the bid for printing & F.O.R. destination of Nali Kali learning materials (3rd standard Progress Charts) vide Tender No.VI to 203 Educational Blocks in the state of Karnataka do here by agree to the implementation schedule of the said project. Failing which the state The Director, DSERT, 100 Feet Ring Road, Banashankari 3rd Stage, Bangalore – 560 085,will have discretion to either reject or cancel the contract agreement.

Yours faithfully,

Place:

Date:

Signature of Printer/Publisher

Seal:

FORMAT -VI

UNDERTAKING

To

The Director,
DSERT,100 Feet Ring Road,
Banashankari 3rd Stage
Bangalore – 560 085

Sir,

We M/s.....(Name of the bidder) here in after
Called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions
and specifications given in the bidding document while performing the contractual
obligations relating to printing & F.O.R. destination of Nali Kali learning materials (3rd
standard Progress Charts) vide Tender No.VI to 2 0 3 Educational Blocks of Karnataka State
with in stipulated time.

Yours faithfully,

Place:

Date:

Signature of Printert/Publisher
Seal:

FORMAT - VII

PARTICULARS OF PRINTERS /PUBLISHERS TOBE SUBMITTED IN THE FIRST ENVELOP (TECHNICAL BID)

1	Name of the printer/publisher	
2	Year of starting the organization & registration number (photo copy of registration certificate to be enclosed)	
3	Address of the printer /publisher (along with phone no.& pin code)	
4	Status of Printer/Publisher	Own/ Partnership
5	a) C.S.T./K.S.T.No. b) Permanent PAN No. of Income Tax Dept.(Photocopy of I. T. returns for the last three years to be enclosed)	
6	Audit reports for the last 3 years (Certified copy of Chartered Account' report in P&L account to be enclosed)	
7	Particulars of Sales Tax returns for the last 3 years(photo copy of returns to be enclosed)	
8	Experience of printer/publisher relating to printing work (supporting certificates to be Enclosed)	
9	Particulars of E.M.D. a) Name of the Bank b) D.D. No. & Date c) Amount	
10	Particulars of Physical Infrastructure available in the organization relating to printing work	
11	Remarks	

FORMAT:VIII

CHECK LIST OF DOCUMENT TO BE SUBMITTED IN THE FIRST ENVELOPE (Technical Bid)

Sl.No.	Description	Whether the Document is enclosed or not	Page No. From and To
1	Bid form Vide Format I	YES/NO	
2	BID SECURITY Vide Bank DD No..... Date:.....	YES/NO	
3	STATEMENT OF PAST PERFORMANCE Vide Format III	YES/NO	
4	FORMAT OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE Vide Format V	YES/NO	
5	UNDERTAKING Vide Format VI	YES/NO	
6	Details of organization Vide Format VII	YES/NO	
7	ATTESTED COPIES SHOWING THE LEGAL STATUS, PLACES OF REGISTRATION AND PRINCIPAL PLACE OF BUSINESS OF THE FIRM	YES/NO	
8	ATTESTED COPIES OF DOCUMENTS SHOWING THAT THE FIRM HAD AN AVERAGE FINANCIAL TURNOVER OF Rs100.00lakhs PER YEAR DURING THE LAST 3 YEARS i.e, 2006-07 2007-08 & 2008-09	YES/NO	
9	ATTESTED COPIES OF SALES TAX REGISTRATION AND SALES TAX RETURNS FILLED IN THE LAST 3 YEARS i.e, 2006-07 2007-08 & 2008-09	YES/NO	
10	ATTESTED COPIES OF INCOME TAX REGISTRATION AND INCOME TAX RETURNS FILLED IN THE LAST 3 YEARS i.e, 2006-07 2007-08 & 2008-09	YES/NO	
11	ATTESTED COPIES OF AUDITED FINANCIAL STATEMENTS FOR THE LAST 3 YEARS i.e, 2006-07 2007-08 & 2008-09	YES/NO	
12	ATTESTED COPIES OF RECOGNITION FROM STATE GOVT./CENTRAL GOVT.	YES/NO	
13	SAMPLE PAPER TO BE USED FOR THE PRINTING OF PROGRESS CHART IN VARIOUS MEDIA. THE BIDDER SHOULD ATTEST THE SAME	YES/NO	

PLACE:

DATE:

SIGNATURE OF THE BIDDER

FORMAT – IX
PRICE SCHEDULE
(Format for Submission of Commercial Bid)

TO:

Date:

The Director,
DSERT, 100 Feet Ring Road,
Banashankari 3rd Stage
Bangalore – 560 085

Sir/Madam,

Subject: Submission of Bid for printing and supply of Nali Kali
Learning Materials (3rd standard Progress Charts) for
2010-11. Reg

Ref :- No:

Having examined the Bidding Documents including Addenda No.s _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print the Nali Kali learning materials (3rd standard Progress Charts) vide above reference, for which our lowest rates for the Tender No.VI for inclusive of all costs are as under:

Price Schedule for Tender No.VI

SL No.	Description of Nali Kali learning Materials (3rd standard progress charts) and total number per set per class, as per details in bid document. Vide Section V of Bid document	Rate per set of Progress charts in Rupees in figures	Rate in Rupees in words
1	Class III- Progress charts 3 Nos		
	Total cost per set of the above mentioned Progress charts		

CONDITIONS

1. If our tender is accepted, we here by undertake to abide as per the stipulated Term and Conditions, to print the Nali Kali materials (3rd standard Progress Charts) vide Tender No. II in various subjects and supply on F.O.R. destination to all 203 Educational Block offices of the State
2. If our tender is accepted we will obtain the Guarantee or Demand Draft from a Nationalized Bank for sum of equivalent to 5 percent of the total cost of the contract entrusted to us.
3. We agree to abide by this Tender for bid validity of 120 days after the date fixed for opening of Second Envelope under clause 13.1 of this Tender document and shall remain binding upon us and may be accepted at any time before then expiry of the period.
4. We agree to abide by this tender 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".
5. We understand that you are not bound to accept a lowest offer that you may receive after Tender validity.

Dated this.day of. 200

Signature

(Name and Address of the Tender with seal)

(In the capacity of Duly authorized to sign the Tender for and on behalf of)

(in the Capacity of): _____

Duly authorized to sign bid for and on behalf of

Place:
