



ರಾಜ್ಯ ಶಿಕ್ಷಣ ಸಂಶೋಧನೆ ಮತ್ತು ತರಬೇತಿ ಇಲಾಖೆ  
**DEPARTMENT OF STATE EDUCATION RESEARCH AND TRAINING**

NO 4, 100 FT RING ROAD, BANASHANKARI 3<sup>RD</sup> STAGE  
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**Government of Karnataka**

**DSERT**

TENDER NOTIFICATION  
FOR PRINTING AND SUPPLY OF NTSE AND NMMS APPLICATION FORMS TO  
THE 30 DIETs  
FOR THE YEAR 2011-12

TENDER DOCUMENT  
(to be used for furnishing bids by the eligible firms)

Price: Rs. 500/-+63=563

Address for communication:

**O/o\_Director DSERT, 100 feet Ring Road,  
Banashankari 3<sup>rd</sup> Phase, Bangalore– 85  
Telephones: 26422372 Fax: 26422377  
E-mail: [dpi.dsert@gmail.com](mailto:dpi.dsert@gmail.com)**

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**Director DSERT, 100 feet Ring Road Banashankari 3<sup>rd</sup> Phase,  
Bangalore – 85  
Telephones: 26422372/73/75 Fax: 26422377**

**TENDER NOTIFICATION**

**TENDER DOCUMENT**

**SECTION-1**

For Printing and supply of NTSE AND NMMS Application Forms to the 30 DIETs for the year 2011-12

DSERT hereby invites Technical & Commercial Tenders from officially registered & eligible Printers / Publishers in Karnataka for the printing of NTSE AND NMMS Application Forms for class 8<sup>th</sup> and supplying them to 30 DIETs in the State.

1.	Tender Reference	<u>File NO NTSE/NMMS/Apl.Tend.</u> <u>05/2011-12</u>
2.	Date of commencement of issue Of Tender documents	16/ 07/2011
3.	Last date and time for purchase of Tender documents	30/ 07/2011 5.00 PM
4.	Last date & Time for submission Technical & Commercial Bids	01/08/2011 05.00 P.M.
5.	Date & Time of opening of first Cover (Technical Bid)	02/08/2011 03.00 P.M.
6.	Bid Security	10000 (Rs.Ten thousand only)
7.	Place of issue of bid document, acceptance and opening of tenders & address for communication	Director DSERT, 100 feet Ring Road Banashankari 3 <sup>rd</sup> Stage, Bangalore -5

Interested and eligible bidders can collect document along with application form by paying Rs.563/- in the form of nationalized bank draft drawn in favor of Director DSERT, & payable at Bangalore on all working days during office hours between 10.30 AM to 5.00 PM. The bidder has to pay application fee Rs. 563/- even it is downloaded from website.

## SECTION-II

### INSTRUCTIONS TO BIDDERS

#### A. Introduction

DSERT Bangalore proposes to print NTSE AND NMMS Application Forms for the year 2011-12. Technical & Commercial Bids are hereby invited from officially registered & eligible printers / publishers in Karnataka for the printing of NTSE AND NMMS Application Forms as per the particulars to be given from this office and supply the same to the 30 DIETs in the State.

#### 1. Eligible Bidders

##### 1.1 Minimum eligibility criteria for participation in the bids:-

- Minimum of 3 years experience in printing/publication work and the firm Should have printing and publication facility anywhere in the State.
- The Bidder should have Technical capability /facilities for the printing/publication work in respect of printing of books of National/International standards. The bidder should have experience in the printing of books of educational value & relating to state Govt. offices/Educational Institutions /Reputed Private Institutions.
- The bidder should have average annual turn-over of Rs10.00 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 NTSE & NMMS S Application Forms for the classes 8th in Kannada and English and supply them to the 30 DIETs in the State.

1.3 All bids must be accompanied by Bid security as specified in section I 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. 563/- (Rs. Five hundred and Sixty three only) in the form of a Nationalized Bank Demand Draft drawn in favor of the Director DSERT, Bangalore & payable at Bangalore.

**Bidding document cum application fee of Rs563/- will not be returned under any circumstances.**

1.5 Bidding documents can be collected from the office of the Director, DSERT in person by paying the cost of bidding document as per clause 1.4.

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 DSERT, 100 feet Ring Road, Banashankari 3<sup>rd</sup> Phase, Bangalore-560 085. Phone: 26422372

## **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 and supply of NTSE AND NMMS Application Forms to the 30 DIETs 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 as per section V
6. centers wise NTSE AND NMMS Application Forms to be printed & transported section VI
7. Particulars of packages as per section VII
8. Bid Form. As per Table I
9. Bid security form. As per Table II
10. Performance security form. As per Table III
11. Statement of past performance as per Table IV
12. Acceptance of implementation schedule as per Table V
13. Undertaking as per Table VI
14. Details of the Organization as per Table VII
15. Check list of documents to be submitted in First Envelope (Technical Bid) as per Table VIII
16. Price schedule (Commercial Bid) to be submitted in second cover as per Table 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 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 Amendment of Bidding Documents**

- 4.1 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.
- 4.2 The amendment will be notified in writing to all prospective Bidders who have received the Bidding Documents and will be binding on them.
- 4.3 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.

## **C. Preparation of Tender**

### **5 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

### **6. Documents Comprising the Bid**

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

#### **7 (a) 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 10.00 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 Attested copies of acknowledgement of income tax returns filed in the last 3 years Viz. 2007-08, 2008-09. & 2009-10
- v. Attested photocopies showing that the firm has been registered in State Govt./ Central Govt. / Related Authority.
- vi. Particulars of the firm or its branches having printing unit in Bangalore or in other places of the State.
- vii. Bid form as per Table I.
- viii. Bid security in the form of Demand Draft drawn on a Nationalized Bank for the prescribed amount or Bank Guarantee as per Table II for an equivalent amount as per 12.3.
- ix. Particulars of the Firm as per Table -VII
- x. Statement of past performance during the last 3 years as per Table IV
- xi. Format of Acceptance of implementation schedule as per Table V.
- xii. Undertaking as per Table VI.
- xiii. Checklist of Documents to be submitted in First Envelope as per Table VIII.
- xiv. Sample paper used for printing work, duly attested by the Bidder.

#### **7. (b) The Second Envelope shall contain:**

The rate quoted for printing & distribution of NTSE AND NMMS Application Forms and transportation the same to the 30 DIETs in the State. The rate quoted should include all taxes levied by the State & Central Govt., packing charges, transportation charges etc.

- 8. The rate quoted for the printing & transportation of 1 (one) NTSE AND NMMS Application Forms should be mentioned clearly both in words & figures.**

**The Sample paper to be used for printing work to be submitted in the first envelop. The quality of the paper to be clearly mentioned and attested by the Bidder.**

**9. Price Schedule**

The Bidder shall complete the price schedule as per table IX furnished in the Bidding Documents, indicating the cost towards printing & Transportation of each NTSE AND NMMS Application Forms 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.

10. **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

11. **The Bidder must submit all the documents listed under clause 8. along with the Bid form, sample paper used for printing and bid security as per Table I in the First Envelope, in order to qualify for consideration in the opening of the Second Envelope containing the PRICE SCHEDULE as per Table IX.**

**12. Bid Security (Earnest Money Deposit)**

12.1 Any Bid not in accordance with clause 10 and 11 above will be rejected. The Bidder shall furnish, as part of its Bid, Bid security as specified below.

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

12.3 The Bid security shall be in Indian Rupees and shall be in one of the following forms

- i) Demand draft drawn on a Nationalized Bank in favor of Director, DSERT payable at Bangalore.
- ii) A Bank Guarantee by a Nationalized Bank in the form prescribed in Table II off Bidding document and valid for 165 days or Five and Half Months from the date of opening of Commercial bid and can be extended wherever required.

12.4 Any Bid security not secured in accordance with Clause 10 and 11 above will be rejected by the Purchaser as non- responsive.

12.5 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.

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

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

12.8 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 with in the stipulated time or
  - (ii) To furnish performance security
  - (iii)

**13. Period of Validity of Bids**

- 13.1 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.
- 13.2 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 12 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.

**14. Format and Signing of Bid**

- 14.1 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.
- 14.2 In the price schedule mentioned at Annexure IX the bidder should quote the rates for the printing and Transportation of 1 (one) NTSE AND NMMS Application Forms.

**D. Submission of Tenders**

**15. Sealing and Marking of Bids**

**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 7.1 and also as explained in clause 14, and shall be super scribed as “**Technical Bid during the year 2011-12 for printing & Transportation of NTSE AND NMMS Application Forms**”
- **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 clause 7.2 and also explained in clause 14 and shall be supper scribed as “ **Commercial Bid during the year 2011-12 for printing & Transportation of NTSE AND NMMS Application Forms**” . The rate quoted in the price schedule should include the cost towards printing & Transportation of NTSE Application Forms work including taxes.

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

**Director DSERT, 100 feet Ring Road  
Banashankari 3<sup>rd</sup> Phase, Bangalore – 85  
Telephones: 26422372 Fax: 26422377  
E-mail: dpi.dsert@gmail.com**

All the sealed envelopes as mentioned in clause 15.1 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

If the two Envelopes are not sealed and marked as required by clause 15 the purchaser will assume no responsibility for the bid's misplacement or premature opening.

**Mode of submission of bids.**

The Bids could Dropped in the boxes separately for First Envelope and Second Envelope kept at the above address in person.

Bids sent by Telex or Fax or E-mail will be rejected.

**16. Deadline for Submission of Bids**

Bids must be received by the Purchaser at the address specified under Clause 15.2 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.

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.

**17. Late Bids**

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.

**18. Modification and Withdrawal of Bids**

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.

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.

No bid may be modified or with drawn subsequent to the deadline for submission of bids.

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 may result in the Bidder's forfeiture of its bid security.

**E. Tender Opening and Evaluation of Tenders**

**19. 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, 20 /07/2010 03.00 P.M.

**At Conference Hall:**

**Director DSERT, 100 feet Ring Road**

**Banashankari 3<sup>rd</sup> Phase, Bangalore – 85**

**Telephones: 26422372 Fax: 26422377**

**E-mail:dpi.dsert@gmail.com**

The date on which SECOND ENVELOPE would be opened 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 17.

Second Envelope of 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.

## **20 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.

## **21 Preliminary Examination**

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.

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.

Prior to the detailed evaluation, pursuant to 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, 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.

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.

## **22. Evaluation and Comparison of Bids**

The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to clause 21.3.

### **23. ACCEPTANCE OR REJECTION OF BIDS:**

- a) The DSERT, Bangalore 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 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 NTSE AND NMMS Application Forms to class 8th in Kannada and English and transport them to the 30 DIETs in the State, herein after called “the Contract” for which Bids are invited.**

**The total quantity of NTSE Applications for class 8th is 50,000 in One colour AND The total quantity of NMMS Applications for class 8th is 1,00,000 in another colour**

## SECTION – IV

### TERMS AND CONDITIONS OF CONTRACT

The following are the General Conditions of Contract for printing of Progress card to class 8th and transport them to the 30 DIETs in the State, as per the specifications given in the document.

- 4.1 The successful Bidder should print the NTSE AND NMMS Application Forms as per details to be furnished from this office and transport the same to the 30 DIETs as per particulars provided in Section – VI. No separate amount will be paid for Transportation work and should be included in the rate quoted for printing.

**The printed NTSE AND NMMS Application Forms should be bundled in 100 No.s and to be distributed.**

- 4.2 **The format for the printing of NTSE AND NMMS Application Forms will be supplied from this office. The successful Bidder should under take positive making work of the same & should commence printing work only after obtaining final approval for the positive making from this office. No separate amount will be paid for positive making work.**

- 4.3 **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 Contact 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 equipment, machinery, and / or other 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. 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
  
- h) “The Supplier” means the individual or firm supplying the goods and services under this contract
  
- i) “The Government” means the Government of Karnataka State
- j) “The Project Site”, where applicable, means the place or places named in SCC
- k) “Day” means calendar day

## **2. Application**

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

## **3. Standards**

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**

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.

The Supplier shall not, without the Purchasers prior written consent, make use of any document or information enumerated4d in GCC Clause 4.1 except for purpose of performing the Contract.

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.

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 Securities**

- 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 & Transportation , to be submitted in the form of irrevocable bank guarantee or crossed DD within 7 (Seven) 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 7 (Seven) days or sign the contract agreement, as specified in clause 8. 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 6 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 / or 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 and / 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.

## **7.6 Manuals and Drawing**

- 7.6.1 Before the goods and equipment are taken over by the purchaser, the supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be In such detail as will enable the purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the supplier.

## **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 size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.
- 8.2 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.
- 8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee.203 blockwise separate packing should be done according to the quantity of the block given by the DSERT Each package will be marked on three sides with proper paint / indelible ink the following:
- (i) Project
  - (ii) Contract No.
  - (iii) Suppliers Name and
  - (iv) 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 / or other documents to be furnished by the supplier are specified in SCC.

## **10 Insurance**

- 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 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.

## **12. Payment**

**The terms of payment will be as follows:**

After the successful implementation of the contract regarding Printing of NTSE AND NMMS Application Forms and Transportation to the 30 DIETs in the State, Payment will be made to the Contractor as follows: -

- a) The Contractor to whom printing work is allotted should also under take the Transportation of the same to the 30 DIETs in the State as per the particulars to be supplied by the Purchaser. Payment will be made to the contractor after the successful Printing & Transportation work and as per the report given by the concerned DIETs.
- 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. that is Delivery challan from 30 DIETs concerned.

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 31, 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 The Supplier shall notify the purchaser. in writing of all subcontracts awarded under this contract if not already specified *in* the tender. Such notification, in his original tender or later, shall not relieve the supplier from any liability or obligation under the contract. Sub-contracts shall be only for bought out items and sub-assemblies.
- 17.2 Subcontracts must comply with the provisions of GCC Clause 2.

## **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 23.1, 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 / 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 proceedings 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 Language**

- 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.

## **AGREEMENT:**

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs. 200/- non-judicial stamp paper in the prescribed format provided I within three 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 / Purchase and recovery of any consequential loss from the contractor.

4.5 Additional Points to be noted in the contract relating to Printing & Transportation of NTSE AND NMMS Application Forms.

- a) The contractor should print the NTSE AND NMMS Application Forms in Kannada and English as per the particulars to be supplied by the Purchaser and Transport them to the 30 DIETs in the State strictly in accordance with the Terms & Conditions of the contract and without any defects.
- b) The work relating to printing and transportation of NTSE AND NMMS Application Forms should be executed without any delay as per the implementation schedule mentioned in this document.
- c) 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 progress report to the concerned officer regarding the implementation of the contract.
- d) The contractor should print a NTSE AND NMMS Application Forms 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 the colour etc.
- e) The printed NTSE AND NMMS Application Forms should be supplied in bundles of 100 No.s.
- f) If any printing error comes to the notice of the purchaser after the printing & supply to the centers the same will have to be replaced by the Contractor at his own expense. .
- g) The contract is not executed with in the stipulated period, as per implementation schedule the Purchaser namely Director DSERT, Bangalore / Govt. of Karnataka 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.

**3. Payment (GCC Clause 15)**

- 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:*

- (i) *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 27)**

The dispute settlement mechanism to be applied pursuant to GCC 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 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.

#### **6. Notices (Clause 31)**

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

**Purchaser:**

**Director DSERT, 100 Feet Ring Road, Banashankari 3<sup>rd</sup> 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 and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with the purchaser's operation.

## **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) : SCHEDULE OF REQUIREMENTS**

(To be inserted in the Tender Documents by the Purchasers, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EM D).)

Schedule:

Sl.No	Brief Description	Quantity	Deliver Schedule	EMD in Rupees
<b><u>1</u></b>	<u>NTSE Application Forms (Application form cum broucher consists of 20 pages)</u> <u>NMMS Application Forms (Application form cum broucher consists of 16 pages)</u>	<u>50,000 in One colour</u>  <u>1,00,000 in another colour</u>	Printing and Transportation To 30 DIETs ( 203 Block wise Separate packing )	<u>25000/-</u>

### **4.5 Additional Points to be noted in the contract relating to Printing & transportation of NTSE AND NMMS Application Forms**

- a) The contractor should print the NTSE AND NMMS Application Forms as per the particulars to be supplied by the Purchaser and Transportation to the 30 DIETs in the State strictly in accordance with the Term & Conditions of the contract and without any defects.
- b) The work relating to printing and Transportation of NTSE AND NMMS Application Forms should be executed without any delay as per the implementation schedule mentioned in this document.
- c) 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.
- d) The contractor should print a NTSE AND NMMS Application Forms 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.
- e) The printed NTSE AND NMMS Application Forms should be supplied in bundles of 100 No.s.
- f) 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.
- G If the contract is not executed with in the stipulated period as per implementation schedule the Purchaser namely The Director DSERT, Bangalore I Govt. of Karnataka 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.

#### 4.6 IMPLEMENTATION SCHEDULE:

The work relating to printing & Transportation of NTSE AND NMMS Application Forms should be implemented by the contractor as per the following implementation schedule :-

1. Signing of Contract	Within One day – After the issue of work order
2. Positive & Final approval	Within 2 days from the date of signing of contract
3. Printing and Transportation of <u>NTSE &amp; NMMS Application Forms</u> to all the 30 DIETs	10 days from the date of issue of work order or 10 days from the date of signing the contract which ever is earlier.

#### 4.7 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 weeks delay, if the contractor terminated at the risk & responsibility of the contractor.
- b. The contractor entrusted with the work of printing & Supply of Applications in *good* condition. Using the inferior quality paper, error in printing is found before distribution or after distribution to the Blocks, such defective materials will be rejected outright. The contractor will have to replace the rejected items at his own responsibility & expense.
- c. The printed Applications will have to be supplied in good condition with out causing any damage to the printed items, to the 30 DIETs in the State. If any defect is found *I* any report in this regard is received from the 30 DIETs, 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.

#### 4.8 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

### TECHNICAL SPECIFICATIONS AND PARTICULARS OF PRINTING OF NTSE AND NMMS APPLICATION FORMS

**The NTSE AND NMMS Application Forms (booklet) will have to be printed in**

**$\frac{1}{4}$  Demmi Size on 60 G.S.M. paper.**

Note:

- (1) The Purchaser reserves the right either increase or decrease the number of NTSE AND NMMS Application Forms to be printed.
- (2) The purchaser reserves the right to with draw or with held 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 with held the reasons for cancellation.
- (4) The successful bidder should print and supply the additional quantity of Applications within the stipulated time, if found necessary.

**SECTION - VI**

**THE NTSE AND NMMS APPLICATION FORMS WILL HAVE TO BE PRINTED AS PER THE FOLLOWING PARTICULARS AND WILL HAVE TO BE TRANSPORTED TO THE 30 DIETS.**

Encl : No. of applications to be supplied to each block list is enclosed separately.

NOTE :  
1. The Purchaser reserves the right to either increase or decrease the no. of NTSE and NMMS Application Forms to be printed and transported to the 30 DIETS.

**Enclosure to Section - VI**

**TABLE-I**  
**Bid form**

TO:

Date:

Ref No:

The Director  
DSERT,  
100 Feet Ring Road  
Banashankari 3<sup>rd</sup> Stage  
Bangalore – 560 085  
Sir/Madam,

Having examined the Bidding Documents including Addenda No.s \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to print the NTSE AND NMMS Application Forms & supply them to the 30 DIETs in State for which necessary Bid security amounting to Rupees 10,000 (Ten thousand only ) at the prescribed rate is enclosed vide D.D. No. .... or Bank Guarantee in the prescribed form is enclosed herewith.

**Conditions :-**

1. We undertake, if our Bid is accepted, to print the Progress card and transport the progress card to 30 DIETs in the State in accordance with the terms and conditions in the Bidding document.
2. If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5 % of the Total Contract Price for the due performance of the Contract, in the form prescribed by the purchaser. .
3. We agree to abide by this bid for a period of 120 days after the date fixed for bid opening of Second Envelope under Clause 19 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand 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 " .
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that we comply with the eligibility requirements as per ITT Clause-1 of the Tender document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Signature: \_\_\_\_\_

(in the Capacity of): \_\_\_\_\_

Duly Authorized to sign bid for and on behalf of

Place: \_\_\_\_\_

**TABLE – II**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

(Bank Guarantee to be furnished on Rs 100/-- stamp paper)

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

Sir,  
Whereas.....(here in after called "the Bidder")

has submitted its bid dated.....2011 for printing & Transportation of NTSE Application Forms to 30 DIETs in the State of Karnataka . (herein after called the "Bid") KNOW ALL MEN by these presents that WE.....of .....having our registered office At .....(here in after 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.....2011.

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:

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

To  
The Director  
DSERT,  
100 Feet Ring Road  
Banashankari 3<sup>rd</sup> 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 NTSE AND NMMS Application Forms to 30 DIETs in 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.....2011

Authorized signatory's Signature and Seal of Guarantors Bank

.....  
.....

Date .....  
Address.....

Place

.....

TABLE-III (A)

**CONTRACT FORM**

THIS AGREEMENT made the      day of    2011    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 Tenderer;
  - 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** where of 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 ..... ::.....

**TABLE-IV**

**STATEMENT OF PAST PERFORMANCE**  
**(Performa for performance statement (for a period of last Three years from**  
**,2007-08 & 2008-09,2009-10) relating to**  
**printing / publication work**

Name of the Firm \_\_\_\_\_

Name of the organization on& address to which service was provided	Contract No. & date of the agreement for said organization	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 / Authorized Representative

\_\_\_\_\_

Place:

Date:

**TABLE - V**

**IMPLEMENTATION SCHEDULE**

To

Director DSERT, 100 feet Ring Road ,  
Banashankari 3<sup>rd</sup> Phase, Bangalore– 85

Sir,

We M/s.....(Name of the bidder) here in after Called “the Contractor” have furnished the bid for printing & Transportation of NTSE AND NMMS Application Forms to 30 DIETs in the state of Karnataka do here by agree to the implementation schedule of the said project. Failing which the Director, DSERT will have discretion to either reject or cancel the contract agreement.

Yours faithfully,

Place:

Date:

Signature of Printer/Publisher  
Seal:

**TABLE-VI**  
**UNDERTAKING**

To

Director DSERT, 100 feet Ring Road ,  
Banashankari 3<sup>rd</sup> Phase, Bangalore– 85

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 & Transportation of NTSE AND NMMS Application Forms to 30 DIETs in Karnataka State within stipulated time.

Yours faithfully,

Place:

Date:

Signature of Printer /Publisher

Seal:

**TABLE VII**

**PARICULARS OF PRINTERS /PUBLISHERS TOBE SUBMITTED IN THE FIRST ENVELOP (TECHNICAL)**

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. a) 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 a) D.D. No. & Date/ Bank Guarantee No.& date b) Amount	
10	Particulars of Physical Infrastructure available in the organization relating to printing work	
11	<b>Remarks</b>	

**Table:VIII**

**CHECK LIST OF DOCUMENT TO BE SUBMITTED IN THE FIRST ENVELOPE**

Sl.No.	Description	Whether the Document is enclosed or not	Page No. From and To
1	Bid form as per Table 1	YES/NO	
2	BID SECURITY and Bank DD or Bank GUARANTEE as per Table II	YES/NO	
3	STATEMENT OF PAST PERFORMANCE as per Table IV	YES/NO	
4	FORMAT OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE as per Table V	YES/NO	
5	UNDERTAKING as per Table VI	YES/NO	
6	Details of organization as per table 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 OD DOCUMENTS SHOWING THAT THE FIRM HAD AN AVERAGE FINANCIALTURNOVER OF Rs.10.00lakhs PER YEAR DURING THELAST 5 YEARS i.e, 2007-08 & 2008-09,2009-10	YES/NO	
9	ATTESTED COPIES OF SALES TAX REGISTRATION AND SALES TAX RETURNS FILLED IN THE LAST 3 YEARS i.e, 2007-08 & 2008-09,2009-10	YES/NO	
10	ATTESTED COPIES OF INCOME TAX REGISTRATION AND INCOME TAX RETURNS FILLED IN THE LAST 3 YEARS i.e, 2007-08 &2008-09,2009-10	YES/NO	
11	ATTESTED COPIES OF AUDITED FINANCIAL STATEMENTS FORTHE LAST 3 YEARS i.e, 2007-08 & 2008-09,2009-10	YES/NO	
12	ATTESTED COPIES OF RECOGNITION FROM STATE GOVT./CENTRAL GOVT.	YES/NO	
13	SAMPLE PAPER TO BE USED FOR THE PRINTING OF <u>NTSE APPLICATION FORMS</u> . <u>Kannada / English</u> THE BIDDER SHOULD ATTEST THE SAME	YES/NO	

PLACE:

DATE:

SIGNATURE OF THE BIDDER

**Table-IX**

PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID/SECOND COVER

**PRICE SCHEDULE FOR PRINTING AND SUPPLY OF NTSE AND NMMS APPLICATION FORMS**

**Rates quoted by the bidder:**

- **The rate quoted by the bidder for printing and supply of one(1) NTSE AND NMMS Application Forms**

Rs.....(..... ) for One NTSE application

Rs.....(..... ) for One NMMS application

**CONDITIONS**

1. If our tender is accepted, we here by undertake to abide as per the stipulated Term and Conditions, to print the NTSE AND NMMS Application Forms in Kannada and English and supply to 30 DIETs in the State
1. 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.
2. 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.
3. 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".
4. We understand that you are not bound to accept a lowest offer that you may receive after Tender validity.

Dated this.....day of.....2011s

Signature

(Name and Address of the Tender with seal)

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