BID NOTIFICATION
FOR PROVIDING THE SERVICES OF COMPUTER PROGRAMMERS AT
STATE PROJECT OFFICE DURING THE CONTRACT PERIOD OF TWO
YEARS FROM 2010-11, 2011-12
UNDER “SARVA SHIKSHA ABHIYANA PROGRAMME”

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

Rs. 1,000/- (inclusive of taxes)

Address for communication:
Office of the State Project Director,
New Public Offices, Annexe Building, Nrupatunga Road, K.R.Circle,
Sarva Shiksha Abhiyan - Karnataka
Bangalore - 560001

Phone: 080-22133561, 080-22484720
e-mail: sarvashiksha@yahoo.co.in
Fax: 22126718, 22104179
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BID NOTIFICATION

PROVIDING THE SERVICES OF COMPUTER PROGRAMMERS AT OFFICE OF THE STATE PROJECT DIRECTOR, SSA, BANGALORE AND DISTRICT LEVEL OFFICES (DPO) DURING THE CONTRACT PERIOD OF TWO YEARS FROM 2010-11, 2011-12 UNDER “SARVA SHIKSHA ABHIYAN PROGRAMME”

Sarva Shiksha Abhiyan Samithi – Karnataka hereby invites Technical & Commercial Bids for providing the services of Computer Programmers on contract basis for a period of two years from 2010-11, 2011-2012 at SPD office, SSA, Bangalore and District level offices.

1. Bid Reference
   No.SSA/C1/Comp.Programmers-hire/43/2009-10
dtd: 01.03.2010

2. Date of issue of Bid document
   Dt: 5-03-2010, 10.30 hrs IST onwards

3. Date & time of Pre Bid meeting
   Dt: 18-03-2010, 15-00 hrs IST

4. Last date & Time for submission of Bid
   Dt: 5-04-2010 up to 15-00 hrs IST

5. Date & Time of opening of first Cover
   Dt: 7-04-2010, 11-00 hrs IST

6. Venue of pre bid meeting and address for communication
   Office of the State project Director, Sarva Shiksha Abhiyan – Karnataka,
   New Public Offices, Nrupatunga road, K.R.Circle, Bangalore - 560001

7. Bid Security
   Rs- 1,00,000/- (Rs. One Lakh only)

Interested and eligible firms/agencies can collect document along with application form by paying Rs.1,000/- in the form of demand draft on any nationalised bank drawn in favour of State Project Director, Sarva Shiksha Abhiyan, payable at Bangalore on all working days during office hours between 10.30 AM & 5.30 PM. The document can also be downloaded from the website. www.schooleducation.kar.nic.in and a DD for Rs 1000.00 must be submitted before the due date and time.

State Project Director
SECTION - II
INSTRUCTIONS TO BIDDERS

A. Introduction

Sarva Shiksha Abhiyan Samithi, Karnataka, is implementing the programme “Sarva Shiksha Abhiyan” in Karnataka through its district and block offices. The main objective of this scheme is universalisation of Elementary Education. Sarva Shiksha Abhiyan Samithi is using the Information Technology for the implementation of various activities in the state. Statistical information from Cluster, Block, District and State level will have to be periodically collected, fed into computers, updated analyzed and reports generated according to our requirements.

At the district level, the project is being implemented under the leadership of Deputy Director of Public Instruction who is also the ex-officio Project Co-ordinator assisted by a team of officials. The District Project Office is equipped with a minimum of three computers and Computer Programmers. The officials of the department co-ordinate with the collection of the data and entering into the computers and reporting etc.

Presently the project is working on software like Comprehensive Education Management and Information System (CEMIS) on SQL Server platform, District Information on School Education (DISE) on Oracle, Physical and Financial Monitoring System on Visual Basic, MS Access, respectively in addition to the regular applications like MS office.

Sarva Shiksha Abhiyan Samithi intends to procure the services of the Computer Programmers for the management of the said Comprehensive Education Management and Information System (CEMIS), District Information on School Education (DISE) and Physical and Financial Monitoring System (PFMS) based on SQL server, Oracle VB Access software respectively in addition to the regular applications like MS office at the district offices. The Computer Programmers will have to work at the respective District Project Offices and in the State Project Office in Bangalore on all the working days during the office hours and co-ordinate the data collection, data entry, report generation and such other activities related to information technology and or any other duties assigned to her/him by the State Project Office, the District Project Co-ordinator or anybody authorized by her/him in this regard.

Proposals are invited from the firms or agencies having experience in providing manpower resources for providing the services of Computer Programmers to the State Project Office as per the requirements in Section V of this Bid document.
Qualification Requirements

1. ELIGIBLE BIDDERS

1.1 Minimum eligibility criteria for participation in the Bid :-

1.1.a The bidder must have a company registered under the provisions of the Companies Act or a firm registered in Karnataka with the competent registrar.

1.1.b It should have been in the business of providing man power resources in the field of information and communication technologies, data processing or other related professions at least for the last three years.

1.1.c It should have provided at least 50 Computer Programmers to a single Consultants during the years 2006-07, 2007-08 and 2008-09.

1.1.d It should have an average annual turn over of Rs.50.00 lakhs during each of the past two audited years.

It should have a single billing of Rs. 20.00 lakhs at least during 2006-07, 2007-08 and 2008-09 for providing services of ICT professionals.

1.2 Interested and eligible Agencies/Firms may furnish Technical and commercial proposals for providing the services of qualified and experienced persons to work as Computer Programmers in the State Project Office and in the District Project Offices of S.S.A as per requirements mentioned in Section V. The State Project Director, may at his/her discretion, either increase or decrease the number of Computer Programmers to be provided in any of the District Project Offices of S.S.A.

1.3 All Bids must be accompanied by Bid security as specified below 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 Biding document by paying Rs 1,000/- (Rs One thousand only) (inclusive of taxes) in the form of Demand Draft or Bankers Cheque on a Nationalised Bank, in favour of the State Project Director, Sarva Shiksha Abhiyan Samithi- Karnataka, Payable at Bangalore. The document can also be downloaded from the website. www.schooleducation.kar.nic.in.

1.5 Such of the agencies or firms who download the document have to submit the same along with the prescribed fee in the prescribed manner along with their bid submissions.

**Bid document cum application fee of Rs.1,000/- will not be returned under any circumstances.**

1.6 Interested and eligible Bidders may obtain further information or clarification from the, Office of the State Project Director, Sarva Shiksha Abhiyan - Karnataka, New Public Offices, Nrupatunga Road, K.R.Circle, Bangalore – 560001.


2 Cost of Biding

2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the State Project Director, Sarva Shiksha Abhiyan - Karnataka, 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.

2.2 Project Inspections and Site visits: The agencies or firms that intend to participate in the process may visit the State Project Office to ascertain the nature of the task to be discharged by the manpower that would be provided by it.

2.3 It would be deemed that the bidder had made a complete and careful examination of the bid document, received all relevant information and made a complete and careful examination of the various aspects involved in providing the manpower requirements.

2.4 SSA Samithi shall not be liable for any mistake or error on the part of the bidder in respect of the above.

2.5 Right to Accept or Reject any of the Proposals

2.5.1 Notwithstanding anything contained in this bid, the SSA Samithi reserves the right to accept or reject any bid or to annul the bidding process or reject all bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons.

2.5.2 The SSA Samithi reserves the right to reject any bid if:

a. at any time, a material misrepresentation is made or discovered, or

b. the bidder does not respond promptly and diligently to the requests for supplemental information required for the evaluation of the bid

2.5.3 Rejection of the Bid by the SSA Samithi as aforesaid would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the bids have been opened and the best bidder gets disqualified / rejected, then the SSA Samithi reserves the right to:

a. either invite the next best Bidder to match the Bid submitted by the best bidder; OR

b. take any such measure as may be deemed fit in the sole discretion of the SSA Samithi, including annulment of the bidding process.
B. Bid Document

3. Contents of Bid documents

3.1 The Bid documents for providing the services of Computer Programmers at State Project Office and District level SSA offices includes:

- Invitation for Bids – Section I
- Instructions to Bidder (ITB) – Section II
- Description and scope of the contract – Section III
- Terms and Conditions of the Contract – Section IV
  - General Conditions of contract (GCC)
  - Special Conditions of contract (SCC)
- Particulars of number of Computer Programmers to be provided by the Agency at State Project Office and District Project Offices – Section V
- Technical Proposal Submission Form – Form F-1
- Performance security form – Form F-2
- Contract Form – Form F-3
- Firm’s references for relevant services carried out in the last three years – Form F-4
- Consultants comments and suggestions on the terms of reference on data, Services and facilities to be provided by the Purchaser – Form F-5
- Approach paper on Methodology and Work Plan for performing the assignment – Form F-6
- Composition of the team personnel – Form F-7
- Format of Curriculum Vitae (CV) for proposed key professional staffs – Form F-8
- Financial Proposal (Price Bid) – Form F-9
3.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bidding document in every respect will be at the Bidder’s risk and may result in rejection of Bid.

4. Pre Bid Meeting (Clarification of Bid Document)

4.1 The bidder or his official representative is invited to attend the Pre Bid meeting which will take place at Conference Hall, Office of the State Project Director, New Public Offices, Nrupatunga Road, K.R.Circle, Bangalore – 560001 on Dt: 18-03-2010 at 15.00 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.

4.3 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 5.1 which may become necessary as a result of the pre bid meeting shall be made by the purchaser exclusively by issuing an Addendum and not through the minutes of the pre bid meeting.

4.4 Non attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

5. Amendment of Bid 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 bid Documents by an amendment.

5.2 The amendment will be notified in writing to all prospective bidders who have received the bidding Documents and will be binding on them, amendment will also be placed in the website of the purchaser. Any amendments issued by the purchaser prior to the date of submission of the proposals would read as part of the bid document.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.
C. Preparation of Bid

6. Language of Bid
6.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern. Such translations are not necessary in case the supporting documents are in Kannada.

7. Documents Comprising the Bid

The bid prepared by the bidder shall be submitted in ‘Two Envelopes’ comprising the following components

7.1 Technical bid which shall contain:

Attested copies of documents showing that the bid 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:

• Attested copies showing the legal status, place of registration and principal place of business of the firm.

• Attested copies of documents showing that the firm had an average annual turnover of Rs 50.00 Lakhs in the business of providing services of Computer Programmers or other related manpower resources in past two years i.e 2007-08 and 2008-09.

• Attested Copies of Service tax Registration and Service tax returns filed in the last three financial years 2006-07 to 2008-2009.

• Attested copies of acknowledgement of Income tax returns filed in the last 03 Years ie. 2006-07 to 2008-09.

• Attested copies of Audited financial Statements for last 03 years. ie 2006-07 to 2008-09

• Technical Proposal Submission Form – Form F-1

• Earnest Money Deposit (Bid Security) shall be submitted in the form of Demand Draft or Bankers cheque from the Nationalised banks drawn in favour of State Project Director, Sarva Shiskha Abhiyan, Bangalore payable at Bangalore.
• Firms references relevant services carried out in the last three years – Form F-4

• Consultants comments and suggestions on the terms of reference on data, Services and facilities to be provided by the Purchaser – Form F-5

• Approach paper on Methodology and Work Plan for performing the assignment – Form F-6

• Composition of the team personnel – Form F-7

• Format of Curriculum Vitae (CV) for proposed key professional staffs – Form F-8

7.2 The Second envelope shall contain:

The rate quoted for providing the services of Computer Programmers at Office of the State Project Director, SSA, Bangalore. The rate quoted should include all taxes levied by the State & Central Governments, and should be as per the Price schedule provided in Form F 9

8. Price Schedule

The bidder shall complete the Price Schedule furnished in the bid documents, towards providing the services of Computer Programmers for the State Project Offices and District Project Offices of S.S.A, during the contract period of two years 2010-11, 2011-12.

9 Fixed price:

Prices quoted by the bidder shall be fixed during the bid’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 21

10. The bidder must submit all the documents listed under clause 7.1 along with the bid form as per Form F1 in the Technical Bid, in order to qualify for consideration in the opening of the Financial Bid containing the PRICE SCHEDULE as per Form F 9

11. Bid Security (Earnest Money Deposit)

11.1 Pursuant to ITT Clause 7, the bidder shall furnish, as part of its bid, a bid security for an amount equal to Rs. 1,00,000/- (Rupees One lakh only) as specified in Section V-Schedule of Requirements. The Bid security shall be valid for at least 45 days in addition to the period of validity of bid.
11.2 The bid security is required to protect the purchaser against risk of bidder’s conduct, which would warrant the forfeiture of security, pursuant to ITB Clause 11.7

11.3 The bid security shall be in Indian Rupees and shall be in one of the following Forms:

a) Demand draft or Banker’s Cheque drawn on a Nationalised Bank located in India, in favour of State Project Director, Sarva Shiksha Abhiyan Samithi - Karnataka, payable at Bangalore.

b) Be payable promptly upon written demand by the Purchase in case any of the conditions listed in ITT clause 11.7 are invoked;

c) Be submitted in its original form, copies will not be accepted; and

d) remain valid for 45 days beyond the validity of period of the bid; or beyond any period of extension subsequently requested under ITB clause 12.2

11.4 Any bid not secured in accordance with Clause 11.1 and 11.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 21

11.5 Unsuccessful bidder’s bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the purchaser, pursuant to ITB Clause 12.

11.6 The successful bidders bid security will be discharged upon the bidder signing the contract agreement, pursuant to Section III-1 and furnishing the performance security, pursuant to section III-1.

11.7 The bid security may 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.

12. Period of Validity of Bids

12.1 Bids shall remain valid for 90 days from the last date fixed for submission of the bids. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
12.2 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 11 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.

13. Format and Signing of Bid

13.1 The Bidder shall prepare two copies of the bid, clearly marking on each “Original bid” and “Copy bid”, as appropriate. In the event of any discrepancy between them, the original shall govern.

13.2 In the Price Schedule mentioned at Form F 9 the bidder should quote the rates for the services of Computer Programmers with different qualifications separately.

D Submission of Bids

14 Sealing and Marking of Bids

14.1 The bidder shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as “original” and “copy”. He shall then place all the inner envelopes in an outer envelope.

14.2 The bidder shall submit the bids 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 superscribed “Technical bid for providing services of Computer Programmers “

- **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 super scribed “Commercial Bid for providing services of Computer Programmers “

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

**The State Project Director, Sarva Shiksha Abhiyan, New Public Offices Annexe Building, N.T. Road, Bangalore – 560 001**
Phone: 22483040 Fax: 22126718, 22104179
14.3 All the sealed envelopes as mentioned in clause 14.1 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”

14.4 If the two Envelopes are not sealed and marked as required by Clause 14 the purchaser will assume no responsibility for the bid’s misplacement or premature opening.

15 Mode of submission of Bids

15.1 The Bid could be sent by Speed Post or Registered Post or Courier.

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

16. Deadline for Submission of Bids/EMD

16.1 Bid must be received by the Purchaser at the address specified under ITB Clause 14.2 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 Bid being declared a holiday for the Purchaser, the bid will be received up to the appointed time on the next working day.

16.2 If the bid 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 bid as per Section I. The purchaser shall not be responsible for any delay in transit when bid are sent through post/ Courier.

16.3 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.

17. Late Bids

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB clause 14, will be rejected and/or returned unopened to the Bidder.

18. Modification and Withdrawal of Bids

18.1 The bidder may modify or withdraw its bid after the submission of the bid, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy by post marked not later than the deadline for submission of bids.
18.3 No bid may be modified subsequent to the deadline for submission of bids.

18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of its bid security, pursuant to bid document Clause 11.7

E. Bid Opening and Evaluation of Bids

19. Opening of Bid by the purchaser.

19.1 The Purchaser will open the TECHNICAL BID ENVELOPE of the Bidder, in the presence of bidders representatives who choose to attend, at 11.00 hrs on 7-04-2010 and in the following location:

O/o. The State Project Director
Sarva Shiksha Abhiyan
New Public Offices, Annex Building
Nrupatunga Road, K.R.Circle, Bangalore - 560001

All the eligible bidders, who are declared to be technically qualified, will be intimated of the date on which the Commercial Proposal would be opened.

The date and time for the conduct of written and practical test for assessing the capability of Programmers will be intimated to the qualified bidder by the Purchaser on the day of opening of first cover or on subsequent days through Telephone / Fax/Post/Telegram/ Phonogram/ Courier.

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.

19.2. 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.

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

19.4 Bid (and modifications sent pursuant to Bid document Clause 19.2) 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.
19.5 The Purchaser will prepare minutes of the Bid opening.

19.6 The bidder shall be responsible for properly superscribing and sealing the First and Second Envelopes and the purchaser shall not be responsible for accidental opening of envelopes that are not properly superscribed and sealed as per clause 15.0, before the time appointed for opening of envelopes as per clause 19.0

20. Clarification of Bids

20.1 During evaluation of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

21. Preliminary Examination

21.1 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 bid are generally in order.

21.2 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.

21.3 Prior to the detailed evaluation, pursuant to Clause 22, 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, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. The purchaser’s determination of a bidder’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 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.

22. Evaluation and Comparison of Bids

22.1 A two - stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened.
22.2. The Financial proposals will be evaluated based on the total cost of providing the services of computer programmers to various offices as required under Section V of this document in case the bidder proposes to provide the services of computer programmers at the minimum rates prescribed by Sarva Shiksha Abhiyan Samithi, Karnataka. In case the rates proposed by the bidder is more than the rates prescribed by Sarva Shiksha Abhiyan Samithi, Karnataka then the rates quoted by the bidder along with service charges would be considered for evaluation of the bids.

22.3 However the bidder must note that 50% of the computer programmers must be graduates in computer science, electronics, or MCA and another 50% could be from other categories.

22.4 The bids will be evaluated based on the total cost of the services for computer programmers including the minimum payment to be made to the computer programmers and the service charges towards providing these services.

23 Award of Contract

The contract will be awarded to the lowest bidder. The Purchaser will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

24. Acceptance or Rejection of Bids:

a) The Client / Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without 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 bidder, 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 bidder will be debarred for 3 years from participating in any other bids of SSA Karnataka.
SECTION - III

DESCRIPTION AND SCOPE OF THE CONTRACT

The Bidder, herein after called “the Consultants” would be required to provide the services of Computer Programmers to work at the State Project Office and District Project Offices whenever required, as per the requirements set out in Section V of this document. The requirement is subject to change and the bidder may be required to provide the services of Computer Programmers to District Project Offices other than what is mentioned in the Section V of this document as per the requirements of Sarva Shiksha Abhiyan Samithi in which case the Consultants would be notified of such need well in advance.

I. Providing of the services of Computer Programmers at District Project Officers and other offices of Sarva Shiksha Abhiyan, including the State Project office.

The successful Bidder herein after called the “Consultants” would be required to provide the services of Computer Programmers, as per particulars mentioned in Section V to work in the State Project Office of S. S. A, during the contract period of two years from 2010-11, 2011-12.

   a) Qualification requirements of the Computer Programmers: The qualification requirements of the candidates could be of the following two categories-

      i) Bachelors degree in Electronics and Communication or Computer Science or Masters degree in Computer Applications.

      ii) Bachelor of Computer Applications or Diploma in Electronics or Computer Science or Bachelors degree in Science with at least one year Diploma in Computers from a reputed institution like NIIT etc.

   b) The candidates should be well versed in English and Kannada Languages with sufficiently good speed in the use of computer keyboard with English and Kannada Fonts.

   c) The candidates should have good personality and well mannered to suit the ethics of working in Government offices.

   d) The candidates should be capable of raising to the needs of the occasion, take up responsibilities and achieve tasks independently and in groups.

   e) The bidder is required to provide the services of Computer Programmers having the qualification requirements under (i) & (ii) above, in equal numbers.
II. Duration of the Contract.

The selected candidates should work at Office of the State Project Director, SSA, Bangalore for a minimum of two years without any break, absence for whatever reasons.

The candidates once posted to the district shall not quit the job for at least two years. In case the Consultants fails to provide the service of the selected candidate during the contract period, the Consultants would be required to pay the salary of three months as damages to the Sarva Shiksha Abhiyan Samithi. In case the Consultants fails to provide the services of the selected candidates for any reason, such candidate should be replaced within three days and due intimation should be sent to the concerned District Project Coordinator and Sarva Shiksha Abhiyan Samithi to this effect.

III. Terms and conditions of the Service:

III.1 The selected candidates would be required to be present and work in the State Project Office and District Project Officers on all working days during the working hours.

III.2 The candidates should be prepared to work even before and beyond office hours in case the situation so demands for the completion of a particular task.

III.3 The candidates would be eligible for 12 Casual Leave during a year subject to 1 day for every completed service of 1 month. However the candidates would be required to get the prior approval and sanction of the higher officer or District Project Coordinator to avail of such Casual Leaves. In case the candidate for whatever reason absents herself/himself from the duties beyond the eligible leave, a penalty of Rs. 500.00 per day beyond the leave of absence will be charged on the Agency.

III.4 The Computer Programmers so provided by the Consultants will not in any way be considered Government Employees and will not be eligible for any benefits that are available to the Government Employees such as maternity leave, medical reimbursements, accident benefits etc., at any additional cost to the Sarva Shiksha Abhiyan Samithi.

III.5 In case the candidate provided by the Agency fails to discharge the duties assigned to her/him to the satisfaction of the concerned District Project Coordinator, the Consultants would be required to replace the said Computer Programmer within 15 days from the date of intimation to this effect.

III.6 Sarva Shiksha Abhiyan Samithi will not be in any way directly or vicariously liable for any injury or damage caused to the Computer Programmers provided by the Agency.
IV Minimum Salary to be paid to the Computer Programmers:

Sarva Shiksha Abhiyan intends that the candidates posted to work as Computer Programmers in the State Project Office and District Project Offices, should be paid the minimum consolidated payment at the following rates by the Consultants depending upon their qualifications.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Qualification</th>
<th>Payment ( In Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bachelors Degree in Electronics or Computer Science, Masters Degree in Computer Applications.</td>
<td>Rs. 12,000/- per month if posted in districts, Rs 14,000/- in case the programmer is posted in Bangalore.</td>
</tr>
<tr>
<td>2</td>
<td>Bachelor of Computer Applications, Diploma in Electronics or Computer Science.</td>
<td>10,000/- per month</td>
</tr>
</tbody>
</table>

V. The Consultants shall be required to pay the monthly payment to the candidates as above and the Consultants can quote their price bids keeping in view the service charges and applicable.

VI. Sarva Shiksha Abhiyan Samithi also intends to provide for the annual increment at 5% of the total payment to those candidates who worked satisfactorily for a continues period of one year service.

VII. Sarva Shiksha Abhiyan Samithi would bear the travelling costs at actuals limited to “Sleeper class” in case the mode of journey is by train or to “Super deluxe” in case the journey is by bus for the journeys to be undertaken by the Computer Programmers necessitated in discharge of the duties related to their respective offices.

VIII. The Computer Programmers so deputed in connection with the duties related to the respective offices would also be paid allowance as per rules for stay out of their headquarters.

IX. The Agency will be solely responsible for the provision for any facilities to the candidates under any of the laws under the Constitution of India.

X. The payment for the Computer Programmers for every completed month should be paid before 5th of succeeding month in the form of Demand Draft/Crossed Cheque payable to the respective Computer Programmers.

XI. The Agency should have to quote their prices which would comprise for a combination of the computer programmers with the qualification requirements of both categories under IV above, and the total share of each of them would be 50% in total.
SECTION -IV

TERMS AND CONDITIONS OF CONTRACT

The following are the General Conditions of Contract for providing the services of Computer Programmers to work at State and District Project Offices of SSA during the contract period of 2 years from 2010-11, 2011-2012.

GENERAL CONDITIONS OF CONTRACT

1 Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings.

a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.

b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause I of such signed Contract;

c) “Effective Date” means the date on which the contract comes into force and effect pursuant to Clause GC 2.1

d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with clause 6.

e) “GCC” means the General Conditions of Contract;

f) “Government” means the Government of Karnataka

g) “Local Currency” means Indian Rupees

h) “Party” means the Purchaser or the Consultants, as the case may be, and Parties means both of them;

i) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel ‘ means the personnel referred to in Clause GC 4.2(a)

j) “SCC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
k) “Services” means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

l) “Third party” means any person or entity other than the Government, the Purchaser, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

The governing language shall be English. This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Purchaser may approve.

1.6 Authorized Representatives

Any action required or permitted be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Consultants may be taken or executed by the officials specified.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel, shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated by the Purchasers.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified by the Purchasers.

2.3 Modification

Modification of the terms and conditions of the Contract, including any modification of the scope of Services or of the Contract Price, may only be by a written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other party as soon as possible about the occurrence of such an event.

2.7 Terminations

2.7.1 By the Purchaser

The Purchaser may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultants and sixty (60) days in the case of the event referred to in (b):
(a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipts after being notified or within such further period as the Purchaser may have subsequently approved in writing;

(b) If the Purchaser, in its sole, discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.7.2:

(a) If the Purchaser fails to pay any amount due to the Consultants pursuant to this Contract within forty-five (45) days after receiving written notice from the Consultants that such payments is overdue;

(b) If the Purchaser is in materials breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five(45) days (or such longer period as the Consultants may have subsequently approved in witting) following the receipt by the Purchaser of the Consultants’ notice specifying such breach;

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.7.1. or GCC 2.7.2. hereof, the Purchaser shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Purchaser):

(a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditure pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of terminations; and

(c) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
2.7.4 Disputes about events of Termination

If either Party disputes whether as event specified in paragraphs (a) through (e) of Clause GC 2.7.1. or in Clause GC 2.7.2. hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.,

The remuneration of the Consultants pursuant to Clause GCC 6 hereof shall constitute the Consultants sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payments in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, the Consultants shall use their best efforts to ensure that any Sub- Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

The Consultants as part of the Services, have the responsibility of advising the Purchaser of the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Purchaser.
3.2.3 Consultants and Affiliates Not to engage in Certain activates

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities.

(a) During the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and

(b) After the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Consultants, their Sub-Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any propriety or confidential information relating to the Project, the Services under this Contract or the Purchaser business of operations without the prior written consent of the Purchaser.

3.4 Documents Prepared by the Consultants to be the Property of the Purchaser

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Purchaser under this Contract shall become and remain the property of the Purchaser, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

3.5 Equipment and Materials Furnished by the Purchaser

Equipment and materials made available to the Consultants by the Purchaser, or purchased by the Consultants with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Purchaser an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Purchaser instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Purchaser in writing, shall insure them at the expense of the Purchaser in an amount equal to their full replacement value.
4. Consultants’ Personnel and Sub-Consultants

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Purchaser (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) as reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Purchaser written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

(c) Any of the Personnel provided as a replacement under Clauses(a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Purchaser. Except the Purchaser may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

(d) Providing the services of Qualified, Efficient and competent Computer Programmers by the consultants to work at State Project Office and District Project Offices of SSA spread over all districts in the State of Karnataka as per particulars mentioned in Section V, during the contract period of 2 years from 2010-11, 2011-12. It will be the responsibility of the Agency to provide the requisite qualified persons to work as Computer Programmers during the contract period of 2 years, without any interruption. If due to any reasons what so ever, any of the persons appointed by the Consultants resigns his job or applies for leave for a period exceeding three days or will be on unauthorized absence for a period exceeding three days, the Consultants should immediately make alternative arrangements to provide the services of another suitable substitute.
5 Obligations of the Purchaser

5.1 Access to Land

The Purchaser warrants that the Consultants shall have, free of charge, unimpeded access to all land in the government’s country in respect of which access is required for the performance of the Services.

5.2 Services, Facilities and Property of the Purchaser

The Purchaser shall make available to the Consultants and the Personnel, for the purpose of the services and free of any charge, the services, facilities and property.

5.3 Payment

The payment to the Agency towards providing the services of Computer Programmers as per particulars mentioned in section shall be paid monthly, during the contract period of two years. No advance amount shall be payable in this regard. The payment becomes due on satisfactory completion of services of every month and shall be paid in the succeeding month. The First payment will however be made after one month from the date of satisfactory appointment and commencement of work by the Computer Programmers in the offices of SSA at State Project office and district level offices on the satisfactory performance duly certified by the District Project Coordinators of the respective districts. The Second and succeeding installments shall be paid within 7 days after the receipt of request for payment with the certificate on satisfactory performance to be certified by the concerned heads or by the competent authority at the state level. Deductions towards deficiency in service or penalty imposed will be deducted from the monthly bills.

6 Payment to the Consultants

6.1 Cost Estimates

An estimate of the cost of the services payable will be as per quoted amount.

6.2 Remuneration and Reimbursable Expenditure

a) Remuneration and Reimbursable expenditures actually and reasonable incurred by the Consultants in the performance of the Services will be as per the norms of SSA.

6.3 Currency of Payment

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees.
6.4 Mode of Billing and Payment

As soon as practicable as and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit the bill to the Purchaser. Each monthly statement shall distinguish that portion of the total eligible cost which pertains to remuneration from that portion which pertains to reimbursable expenditure.

7 Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicable all dispute arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement.

III. SPECIAL CONDITIONS OF CONTRACT

The following are the general conditions of contract for providing the services of the Computer Programmers for SSA at various level / locations during the contract period of two years from 2010 or from the date of agreement.

1 Performance Security:

1.1 The successful Bidder will be required to furnish Performance Security equivalent to 5% of the entire accepted Bid value in respect of the contract during the contract period of two years in the form of irrevocable bank guarantee valid 90 days beyond the date of completion of the project or in the form of crossed Demand Draft on any nationalized / scheduled bank situated in India within 7 (seven) days from the date of intimation of award of contract, and sign the contract agreement.

1.2 If the Successful Bidder fails to furnish the Performance Security in the format specified in form II within 7 (seven) days and sign the contract agreement, as specified in clause 8 the bid security furnished by such bidder will be forfeited.

1.3 The performance security furnished by the successful bidder in respect of his bid will be returned to it at the end of the contract period subject to the satisfactory performance of the contractual obligations.
1.4 If the successful bidder after signing the contract agreement, fails to perform any contractual obligation, its Performance Security mentioned above will be forfeited.

1.5 If at any time during the contract period the bidder fails to perform the obligations under the contract and as per the conditions laid down in the bid document, the contract is terminated, the performance security will be forfeited.

2 Working Hours, Over time, Leave etc,

2.1 The Computer Programmers so provided by the Consultants will not be eligible for any allowances for the overtime spent by them in discharge of the regular duties and responsibilities assigned to them.

2.2 The Sarva Shiksha Abhiyan Samiti will also be not providing the benefits for the maternity leave, medical reimbursements, accident benefits etc that may arise in the course of the project period.

2.3 The Agency will ensure that the services of the Computer Programmers are not hindered for whatever reason. In case any Programmer is reported to be absent from her/his regular duties for whatever reason shall be substituted within 3 day’s of her/his absence.

3. Removal / Replacement of Personnel

3.1 If at any time during the project period the Computer Programmers fail to discharge their duties to the satisfaction of the Officers of the SPO/District Project Coordinators, Sarva Shiksha Abhiyan Samithi may ask the Consultants to replace the services of such Computer Programmers and the Consultants will have to replace the same with in 15 days from the date of such request from the Sarva Shiksha Abhiyan Samithi.

If any person provided to SSA who resign on his own or whose services are terminated by the Consultants for the reasons whatsoever or who asked to be replaced by the SSA shall be replaced within 3 days or alternative to be made till the replacement without affecting the progress of works. The alternative arrangements made by the Consultants during leave or during the replacement at the sole risk and cost of Consultants. The SSA will not pay any traveling expenditure in this regard.
3.2 PENALTY AND TERMINATION FOR NON-FULFILMENT OF CONTRACT:

The selected Consultants will be required to provide the services of the Computer Programmers within 15 days from the date of award of contract. If the Consultants fails to comply with the schedule, penalties will be imposed as below.

<table>
<thead>
<tr>
<th>Delays</th>
<th>Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delay up to 15 days, beyond the date fixed for deployment of personnel, in deploying more than 10 percent of the personnel</td>
<td>A maximum of 2% of the contract value</td>
</tr>
<tr>
<td>Delay beyond 15 days up to 30 days in deployment of more than 10 percent of the personnel</td>
<td>5% of the contract amount</td>
</tr>
<tr>
<td>Beyond 30 days in deployment of more than 10 percent of the personnel</td>
<td>Forfeiture of the Performance Security</td>
</tr>
</tbody>
</table>

3.3 If at any time during the contract period the Computer Programmer absents herself/himself from the work without prior sanction or any intimation to this effect to the concerned State and District Project Coordinator, then the agency shall provide the services of an alternate Computer Programmer within 7 days. If at any time the agency fails to do so a penalty of Rs. 500.00 per candidate per day will be imposed on it for the delay beyond 7 days till the date of actual deployment.

4 AGREEMENT:

4.1 The successful bidder shall execute an agreement for the fulfillment of the terms of the bid document a contract on non-judicial stamp paper of Rs 100.00 in the prescribed format provided, within seven days from the date of acceptance of the Bid and intimation of the award of contract.

4.2 The incidental expenses of execution of agreement shall be borne by the successful Bidders. Hereafter the successful Bidder shall be referred to as "Service Provider".

4.3 The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Government of Karnataka and recovery of any consequential loss from the contractor.

5. ASSIGNING OF BID IN WHOLE OR PART:
The Agency shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted.
SECTION V

SCHEDULE OF REQUIREMENTS

Bid Security :

In Indian Rupees : 1,00,000/- (Rs. One lakh only)

PARTICULARS OF NUMBER OF COMPUTER PROGRAMMERS TO BE PROVIDED BY THE AGENCY AT DISTRICT PROJECT OFFICES OF S.S.A.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>District</th>
<th>No. of Computer Programmers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Koppal</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Gadag</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Udupi</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Mangalore</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Madikeri</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Hassan</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Chickmangalur</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Chamrajnagar</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Mandya</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Bangalore Urban</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>Chitradurga</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Davanagere</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Shimoga</td>
<td>1</td>
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<tr>
<td>14</td>
<td>Kolar</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>Tumkur</td>
<td>1</td>
</tr>
<tr>
<td>16</td>
<td>Bidar</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>Karwar</td>
<td>1</td>
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<tr>
<td>18</td>
<td>Bagalkot</td>
<td>1</td>
</tr>
<tr>
<td>19</td>
<td>Bijapur</td>
<td>1</td>
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<tr>
<td>20</td>
<td>Ramangar</td>
<td>1</td>
</tr>
<tr>
<td>21</td>
<td>Madugari</td>
<td>1</td>
</tr>
<tr>
<td>22</td>
<td>Yadgir</td>
<td>1</td>
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<tr>
<td>23</td>
<td>Sirsi</td>
<td>1</td>
</tr>
<tr>
<td>24</td>
<td>Chikkaballapur</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>Chikkodi</td>
<td>1</td>
</tr>
<tr>
<td>26</td>
<td>Dharwad</td>
<td>1</td>
</tr>
<tr>
<td>27</td>
<td>Mysore</td>
<td>1</td>
</tr>
<tr>
<td>28</td>
<td>Bellary</td>
<td>1</td>
</tr>
<tr>
<td>29</td>
<td>Bangalore North</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td>State Project Office</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>34</td>
</tr>
</tbody>
</table>
**Note**: The total number of posts of Computer Programmers mentioned may vary and the State Project Director reserves the right to either increase or decrease the number of Computer Programmers required at the same rates.
TECHNICAL BID

FORM F-1
Letter of Proposal

On the Letterhead of the Bidder
[ Date]

From [Name and Address of Firm]

To
The State Project Director
Sarva Shiksha Abhiyan
Bangalore-01

Sir,

We the undersigned, offer to provide the services of qualified, competent Computer Programmers at the State Project Office and at various district project offices of Sarva Shiksha Abhiyan in Karnataka, in accordance with your “Request for Proposal”. We are hereby submitting our proposal, which includes this Technical Proposal and the Financial Proposal sealed in separate envelopes.

Necessary Earnest Money Deposit of Rs.1,00,000/- (Rupees One lakh only) in the form of Demand Draft / Bank Guarantee. (Strike out whichever is not applicable and give details of DD / BG)

This proposal is valid for 90 days from the last date for submission of the bids.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signatory:
Name and Designation of the authorised Signatory
Name of Firm:
Address:
FORM F-2

PERFORMANCE SECURITY FORM

To
The State Project Director
Sarva Shiksha Abhiyan – Karnataka
New Public Offices Annexe Building
N.T. Road, Bangalore – 560 001

Sir

WHEREAS.................................................(Name of the Contractor) hereinafter called “the Contractor” has undertaken, in pursuance of Contract No...........dated............ for providing the services of Computer Programmers at Office of the State Project Director and District Level Offices of SSA, Bangalore during the contract period of two years 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 Nationalised Bank for the sum specified therein as security for compliance with the Contractor’s 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......................

Authorised signatory’s Signature and Seal of Guarantors Bank

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

Date............................
Address...............................
Place ............................................
FORM F-3

(THE DETAILED CONTRACT FORM WILL BE SHARED BEFORE THE CLOSURE OF THE BID)

CONTRACT AGREEMENT

This Agreement entered into on this the ______ day of ______(Month), Two Thousand and __ at Bangalore

BETWEEN

The State Project Director, Sarva Shikshana Abhiyan Samithi, Government of Karnataka (GOK), having its office at New Public Offices, Nrupathunga Road, Bangalore - 560 001, (hereinafter reffered to as "First Party" which expression shall unless repugnant to the context include the successors and assigns), on the one part,

AND

---------------------------------------------(name and address), a company incorporated under the provisions of the Companies Act, 1956, hereinafter referred to as "Second Party" having its registered office at ------------------------which expression shall unless repugnant to the context include its successors and permitted assigns, on the other part.

WHEREAS

A. SSA Samithi, Government of Karnataka (GOK0, in order to implement the project in districts, is desirous to procure the services of computer programmers.
B. The details of the locations where the computer programmers are to be provided is set out in Schedule 1.
C. SSA Samithi through a competitive bid process invited proposals from interested parties for supply of the services of the computer programmers during the contract period.
D. After evaluating the proposals, SSA Samithi, GOK has accepted the proposal submitted by M/s. ----------- ---------------("Successful Bidder") and issued to such Successful Bidder a letter of Acceptance No------------------Dated------------------ to the -------------------duly acknowledged by its letter No.---------------------dated-------
E. The Parties here to are required to enter into an Agreement, being these presents, to record the terms, conditions and covenants set forth hereunder.

1. Definitions

1.1 In this Contract, the following terms shall mean and 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 there to and all documents incorporated under reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Services" means the services of the computer programmers which the supplier is required to supply to the Purchaser under the Contract;

(d) "GCC" means the General Conditions of Contract contained in this section.

(e) "SCC" means the Special Conditions of Contract.

(f) "The Purchaser" means the organization purchasing the Goods, as named in SCC.

(g) "The Purchaser's Country" is the country named in SCC.

(h) "The Supplier" means the individual or firm supplying the Services under this contract.

(i) "The Government" means the Government of Karnataka State.

(j) "The Project Site", where applicable, means the place or named in SCC.

(k) "Day" means calendar day.

2. Performance Security

2.1 Within 7 days of receipt of the letter of acceptance from the First Party, the Second Party shall simultaneous with the signing of this agreement procure and furnish Bank Guarantee equal to the amount of 5% of the Contract Value towards due and punctual performance of its obligations under this agreement.

2.2 The Bank Guarantee should be obtained from a Scheduled Bank and it should be in the form as set forth in Schedule................, ("Performance Security").

3. Implementation of the Project

3.1 The Second Party should as soon as this agreement is signed begin the process for procuring the computer programmers by testing and assessing the suitability of the personality of the computer programmers to work in a government office.
3.2 As soon as the computer programmers are identified and are ready for deployment, the Second Party should notify the first party in writing in order for the first party to carry out selection tests. Such notification should be made not later than fifteen days from the date of signing of this agreement.

3.3 As soon as the First Party completes the selection tests/interviews, the Second Party should take action to deploy the selected candidates to the project destinations.

3.4 The Second Party should complete the entire process of implementation of the project as soon as possible and in any case not later than 30 days from the date of signing of this contract. The Second Party is, however, permitted to deduct the time taken by the First Party to conduct the tests of the candidates selected by the Second Party for deployment.

4. Performance of Service

The Second Party undertakes that the candidates once posted to a district shall not quit the job for at least one year. In case the Second Party fails to provide the service of the selected candidate during the contract period, the Second Party agrees to pay the salary of three months as damages to the First Party and also to replace the absenting candidates within three days under due intimation to the concerned District Project Coordination and Sarva Shiksha Abhiyan Samiti to this effect.

5. Terms and Conditions of the Service

5.1 The Second Party agrees that the selected candidates shall be required to be present and work in the SPD office and District Project Offices on all working days during the working hours.

5.2 The candidates shall work even before and beyond office hours in case the situation so demands for the completion of a particular task.

5.3 The Second Party agrees that the candidates would be eligible for 12 Casual Leave during a year subject to 1 day for every completed service of 1 month.

5.4 The Second Party agrees that in case the candidate for whatever reason absents herself/himself from the duties beyond the eligible leave, a penalty of Rs. 500.00 per day beyond the leave of absence shall be charged on the Second Party.

5.5 The Second Party agrees that the computer programmers so provided by the agency shall not in any way be considered Government Employees and shall not be eligible for any benefits that are available to the Government Employees such as maternity leave, medical reimbursement, accident benefits etc., at any additional cost to the Sarva Shiksha Abhiyan Samiti.
5.6 The second party undertakes that in case the candidate proved by the agency fails to discharge the duties assigned to her/him to the satisfaction of the concerned District Project Coordinator, the second party shall replace the said computer programmer within 15 days from the date of intimation to this effect.

6. Minimum Salary to be paid to the Computer Programmers

6.1 The second party agrees that the candidates posted to work as computer programmers in the district project offices and the State Project Office, shall be paid the minimum consolidated payment at the following rates depending upon their qualifications.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Qualification</th>
<th>Payment (In Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bachelors Degree in Electronics or Computer Science, Masters Degree in Computer Applications.</td>
<td>Rs. 12,000/- per month if posted in districts, Rs 14,000/- in case the programmer is posted in Bangalore.</td>
</tr>
<tr>
<td>2</td>
<td>Bachelor of Computer Applications, Diploma in Electronics or Computer Science.</td>
<td>10,000/-</td>
</tr>
</tbody>
</table>

6.2 The second party undertakes to provide the annual increment at 5% of the total payment to those candidates who worked satisfactorily for a continuous period of one year.

6.3 The Second party shall be solely responsible for the provision for any facilities to the candidates under any of the laws under the Constitution of India.

6.4 The Second party agrees that the payment for the computer programmers for every completed month shall be paid before 5th of succeeding month in the form of Demand Draft / Crossed Cheque payable to the respective Computer Programmers.

7. The Second Party agrees that it will be required to pay penalties as below for delay caused in providing the services of the computer programmers.

<table>
<thead>
<tr>
<th>Delays</th>
<th>Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delay up to 15 days, beyond the date fixed for deployment of personnel, in deploying more than 10 percent of the personnel</td>
<td>A maximum of 2% of the contract value</td>
</tr>
<tr>
<td>Delay beyond 15 days up to 30 days in deployment of more than 10 percent of the personnel</td>
<td>5% of the contract amount</td>
</tr>
<tr>
<td>Beyond 30 days in deployment of more than 10 percent of the personnel</td>
<td>Termination of the contract and Forfeiture of the Performance Security</td>
</tr>
</tbody>
</table>
8. If at any time during the contract period, the computer programmer absents herself/himself from the work without prior sanction or any intimation to this effect to the concerned State and District Project Coordinator, the second party shall provide the services of an alternate computer programmer within 7 days. If at any time the agency fails to do so, the second party agrees to pay a penalty of Rs. 500.00 per day beyond 7 days till the date of actual deployment.

In witness whereof the parties have set their hands on the day, month and year first herein above written,

(Signature of the 1st party)          (Signature of the 2nd party)
Name and Designation                Name and Designation
FORM -F 4

FIRMS REFERENCES RELEVANT SERVICES CARRIED OUT IN THE LAST THREE YEARS THOSE BEST ILLUSTRATE QUALIFICATIONS

Using the format below, provide information on each reference assignment for which your firm / entity either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Deployed by your Firm / Entity (profiles):</td>
</tr>
<tr>
<td></td>
<td>No. of Staff:</td>
</tr>
<tr>
<td></td>
<td>No. of Staff Months: Duration of Assignments</td>
</tr>
<tr>
<td>Name of the Purchaser:</td>
<td>Address:</td>
</tr>
<tr>
<td>Start Date (Month / Year)</td>
<td>Completion Date (Month / Year/</td>
</tr>
<tr>
<td>Approximate Value of Services in Rs. Million</td>
<td></td>
</tr>
</tbody>
</table>

Name of Senior Staff involved and functions performed

Narrative description of the Project

Description of Actual services provided by your staff

NOTE: Attach certified proof.
FORM F-5

CONSULTANTS COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE PURCHASER

On the Terms of Reference:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Clause</th>
<th>Page No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

On the data, services and facilities to be provided by the Purchaser

1.

2.

3.

4.
CONSULTING FIRM’S NAME:

Please structure this text in a manner corresponding to the Scope of Work, as given in the Term of Reference.
FORM F-7

COMPOSITION OF THE TEAM PERSONNEL

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFFS

Profession: _____________________________________________

Date of Birth: _________________________________________________

Years with Firm/Entity: Nationality:

Membership in Professional Societies: ______________________________

_____________________________________________________________

Detailed Tasks Assigned: _________________________________

_____________________________________________________________

Key Qualifications:

[Give an outline of key staff members’ experience and training most pertinent to takes on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations. Use about half a page.]

_____________________________________________________________

Education:

[Summarise college / university and other specialized education of key staff members, giving dates, names of schools attended and degrees obtained. Use about one quarter of a page.]

_____________________________________________________________

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organizations, titles of positions held and locations of assignments. For experience in last ten years, also give types of activities performed and Purchaser references where appropriate. Use about three quarters of a page.]

_____________________________________________________________

Languages:

(For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading and writing.)
Certification:

I, undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

_____________________________________  Date: __________

[Signature of staff member and authorized representative of the Firm]  Day / Month / Year

Full name of staff member: ______________________________

Full name of authorized representative: ______________________
FORM F-9

FINANCIAL PROPOSAL (PRICE BID)

From

__________________

To

The State Project Director

SSA, Karnataka, Bangalore.

Sir,

We the undersigned offer to provide the services of qualified Computer Programmers in accordance with your ‘Request for Proposal’ and our Technical Proposal. Our financial proposal is as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Qualification</th>
<th>Number of Personnel</th>
<th>Proposal Price including all taxes, service charges PF, ESI and if any other for providing each Computer Programmer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>2010-11</td>
</tr>
<tr>
<td>1</td>
<td>Bachelors Degree in Electronics or Computer Science, Masters Degree in Computer Applications, to be posted in districts.</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>Bachelor of Computer Applications or Bachelors Degree in Science with at least one year certificate course in computers from reputed institutions like NIIT or Diploma in Electronics or Computer Science.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

46
Bachelors Degree in Electronics or Computer Science or Masters Degree in Computer Applications to be posted in State Project Office, Bangalore.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Price for two years for category 1. ..................... in words..............................................................................................................

Total Price for two years for category 2. ..................... in words..............................................................................................................

Total Price for two years for category 3. ..................... in words..............................................................................................................

Total cost of providing manpower listed in category 1, 2 & 3 above for two years (including all taxes and levies is Rs--})(Rs in words............................................................................)

We hereby declare that the total cost to Sarva Shiksha Abhiyan Samithi for obtaining services of Computer Programmers of categories 1, 2 and 3 for two years is Rs---------------------)(Rs in words-----------------------)

Signature of the Authorised Signatory.
Name and Designation
Address

Note:
1. The rates quoted shall be inclusive of all taxes, service charges and other charges.
2. In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as final price for evaluation.
## Financial Assumptions for arriving at the Cost Proposal

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Category 1</th>
<th>Category 2</th>
<th>Category 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Remuneration to be paid to each programmer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Service charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Services taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>P.F</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>E.S.I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Other taxes if any</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>