

SARVA SHIKSHA ABHIYAN - KARNATAKA
QUOTATION NOTIFICATION FOR PRINTING AND SUPPLY of
Health Cards

UNDER

SARVA SHIKSHANA ABHIYANA PROJECT
FOR THE YEAR 2013-14 - Through E-Procurement



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QUOTATION NOTIFICATION - Through E-Procurement

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SECTION - I

INVITATION FOR Quotation

For printing and of supply of "Health Cards" for the year 2013-14 Through E-Procurement mode

Sarva Shiksha Abhiyan Samithi-Karnataka hereby invites Commercial bids from the for Printing and Supply of Health Cards for the year 2013-14 to 34 DDPI/DYPC offices and State Project Office - SSA Bangalore.

Sl.No	Quotation Reference	No : SSA/IE/H.C/ 2013-14
1.	Date of commencement of installation Of Quotation documents to E-procurement	Dt : 23.07.2013 - 10 : 30 hrs IST
2.	Last date & Time for submission Commercial Bids	Dt : 3.08.2013 - 15 : 00 hrs IST
3.	Date & Time of opening of Cover	Dt : 5.08.2013 - 16 : 00 hrs IST
4.	E.M.D.	Rs. 25,000/-

Eligible Printers can submit the application through e-procurement process.

SECTION-II

INSTRUCTIONS TO PRINTERS

A. Introduction

Sarva Shiksha Abhiyan proposes to print and supply "Health Cards" for the year 2013-14 to 34 DDPI/DYPC offices and State Project Office - SSA Bangalore, as per the details furnished in Table VIII. Commercial Bids are hereby invited from eligible printers for printing and supply of "Health Cards" for the year 2013-14 as per the particulars given in Section VI and F.O.R. destination to the State Project Office - SSA-Bangalore.

1. Eligible printers

1. Eligible printers may furnish the Commercial Bids for printing and supply of Health Cards for the year 2013-14 to F.O.R. destination E-procurement.
2. 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 / EMD will be summarily rejected.
3. The SSA Samithi intends to follow a single stage, electronic process developed and maintained by the Centre for e-governance, DPAR (AR), Government of Karnataka, for selection of the Successful Bidder for the Project. Bidders would need to submit the following documents through the electronic mode as part of their Proposal :
4. The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet.
5. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <http://www.eproc.karnataka.gov.in>.
6. Printers are also required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone at 080 22483580, 2248470. FAX 080 22104179-22126718. Printers may obtain further information or clarification either in person or through phone during office hours from the Office of the State Project Director, Sarva Shiksha Abhiyan, New Public Offices Annex

2. Cost of bidding:

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

3. Content of bidding documents

1. The Bidding documents for printing and supply F.O.R. destination to the districts and State Project Office, Bangalore will contain the following particulars : -

DESCRIPTION

- I. Performance Security DEPOSIT BANK GUARANTEE FORM
- II. CONTRACT FORM
- III. FORMAT OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE
- IV. UNDERTAKING
- V. CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN ENVELOPE
- VI. PRICE SCHEDULE

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 a Bid not substantially responsive to the Bidding Documents in every respect or incomplete bid document will be at the Bidder's risk and may result in rejection of its Bid.

4. Amendment of Bidding Documents

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.
2. The amendment will be notified on the website <http://www.eproc.karnataka.gov.in>
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 Quotation:

5. Language of Bid

- a. 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 English language & Bid can be submitted in English.
- b. Commercial bid shall contain:

The rate quoted for printing & supply of Health Cards for the year 2013-14 to F.O.R. destination to the DDPI/DYPC OFFICES and State Project Office - SSA as specified in Table VIII.

The rate quoted should include all taxes levied by the State & Central Govt., Packing charges, transportation to F.O.R. destination charges etc.

5.3 Price Schedule

The Bidder shall complete the price schedule as per table VII furnished in the Bidding Documents, indicating the cost towards printing & supply to F.O.R. destination for per book as per the specifications mentioned in the section V. This office will not pay any extra charges over and above rate quoted by the Bidder.

5.4 Fixed price:

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

The Bidder must submit all the documents listed under clause 3.1 along with sample paper (which is to be submitted to the office before the scheduled date) to be used for printing and bid security as per Table I in the Envelope. Containing the PRICE SCHEDULE

Any Bid not in accordance with clause 10 and 11 will be rejected.

6. Bid Security (Earnest Money Deposit)

1. Proposals would need to be accompanied by a EMD for an amount equal to Rs. 25,000/-
2. The Bid Security shall be credited to the account of Centre for e-governance.
 - A. Through credit card.
 - B. Internet banking.
 - C. National Electronic Fund Transfer.
 - D. Remittance over the counter in the designated branches of Axis Bank; the details of the same can be obtained from the e-

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

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

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft) maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction
 1. The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) Weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.
 2. Any Bid security not secured in accordance with Clause 11 above will be rejected by the Purchaser as non-responsive.
 3. 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.
 4. Any Interlineations, erasures or overwriting or cancellation shall be valid only if they are initialed by the person or persons signing the Bid.
 5. The successful Bidder's Bid security may be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement.
- a. The Bid security will be forfeited:
- b. If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form ; or
- c. 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.

7. Period of Validity of Bids

1. Bids shall remain valid for 90 days after the date of opening of commercial bid. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
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 cannot be forfeited by the purchaser.

8. Format and Signing of Bid

1. The Bidder shall submit all the documents which are up-loaded through e-procurement.
2. In the price schedule mentioned at Table VI the bidder should quote the rates in rupees per page for printing and /supply to F.O.R. destination.

9. Mode of submission of bids.

1. The Bids could be submitted through E-Procurement process.
2. Bids sent by any other mode like in person, post, Telex or Fax or E-mail will be rejected.

10. Deadline for Submission of Bids

2. Bids must be received by the Purchaser through E-procurement process not later than the time and date specified in the invitation for Bids (section I).
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.

11. Late Bids

1. Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, will be rejected.

D. Quotation opening.

12. Opening of Bids by the purchaser.

- i. The purchaser will open the commercial bid of the Bidders, through e- Procurement process on **05.08.2013** at 16.00 hours IST.
- ii. 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.
- iii. The Purchaser will prepare minutes of the Bid opening and will circulate them to all the bidders.

13. Preliminary Examination

1. The purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the supplier does not accept the correction of errors, its bid will be rejected. The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder. If there is a discrepancy between words and figures the lower of the two shall prevail.
3. 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.

14. Evaluation and Comparison of Bids

1. It is mandatory to bid all the items. The total price quoted by the bidder for all the items will be considered to decide the lowest bidder and awarding the contract. If any vendors do not quote for all the items, his/her bid will be rejected.
2. When there is any difference or discrepancy between the price entered in the e-procurement portal and price commercial bid uploaded, then the purchaser will evaluate the bid and decide the L1 who quoted the lowest price.
3. The purchaser's will evaluate and compare the bids previously determined to the substantially responsive, pursuant to clause 14.3
4. The supply order will be awarded to the bidder who quotes the lowest rates per card for printing of "Health Cards"
5. The Sarva Shiksha Abhiyan samithi however reserves the right to invite the second lowest bidder or other bidders also for the negotiations and award may be given to such of the bidder who agree to print and supply F.O.R destinations and the rates quoted by the lowest bidder in view of the urgency of the printing of "Health Cards"
6. The Sarva Shiksha Abhiyan also reserves the right to award only one package or part thereof for each bidder keeping in view of the quantity of the printing of "Health Cards".

15. ACCEPTANCE OR REJECTION OF BIDS:

1. The State Project Director, Sarva Shiksha Abhiyan, 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.
2. Any Bid with incomplete information is liable for rejection.
3. 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 and supply of 11,50,000 "Health Cards" to 34 DDPI / DYPC offices and the State Project Office, SSA Bangalore as mentioned in the Annexure, herein after called "the Contract" for which Bids are invited.

The total quantity of "Health Cards" to be printed and supplied as per Table VIII

SECTION - IV

TERMS AND CONDITIONS OF CONTRACT

The following are the *General Conditions of Contract* for printing and supply "Health Cards" to the DDPI/DYPC offices and the State Project Office - SSA Bangalore as mentioned in Table VIII.

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 there to and all documents incorporated by reference there in;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligation;
- c) "The Goods" means all the equipment, machinery, and / or other materials which the supplier is required to print and 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*
- g) "The Supplier" means the individual or firm supplying the goods and services under this contract
- h) "The Government" means the Government of Karnataka State
- i) "The Project Site", where applicable, means the place or places named in SCC

j) "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

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

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

- a. 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.
- b. The Supplier shall not, without the Purchasers prior written consent, make use of any document or information enumerated 4d in GCC Clause 4.1 except for purpose of performing the Contract.
- c. 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.
- d. The supplier shall permit the Government to inspect the supplier's accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

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

6. Performance Security

- The successful Bidder will be required to furnish Performance Security equivalent to 5% of the entire accepted Bid value in respect of cost of manufacturing and supply of modules to F.O.R. destinations, to be submitted in the form of irrevocable bank guarantee or crossed DD within 3 (Three) days from the date of intimation of award of contract, and sign the contract agreement.
- If the Successful Bidder fails to furnish the Performance Security in the format specified in Table III within 3 (Three) days or sign the contract agreement, as specified in clause 8. The bid security furnished by such bidder will be forfeited.
- The performance security furnished by the successful Bidder in respect of his bid will be returned from the date of satisfactory performance of the contract.
- 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

1. The Purchaser or its representative shall have the right to inspect and *I* 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 identification of any representatives retained for these purposes.
2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and *I* 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.
3. Should any inspected or tested goods fail to confirm 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.
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.

5. Nothing in *GCC* Clause 7 shall in any way release the supplier from any warranty or other obligations under this contract.

6. Manuals and Drawing

- i. 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.
- ii. The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- iii. 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

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.
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.
3. Packing Instructions for Health Cards: The Supplier will be required to make separate packages for each Consignee of 100 Health Cards. Each package will be marked on three sides with proper paint / indelible ink the following:
 - A. Project.
 - B. Contract No.
 - C. Suppliers Name and address.
 - D. Packing List Reference number.

9. Payment

The terms of payment will be as follows:

After the successful implementation of the contract regarding Printing and supply of "Health Cards" to 34 DDPI/DYPC offices and the State Project Office - SSA Payment will only be made after the completion of the task of printing and supply of Training module as per *SCC* clause- 3

- 1 The Contractor to whom supply work is allotted should also under take to furnish receipts from receiver as per Table VIII. Payment will be made to the contractor after the successful printing and supply of modules to F.O.R. destination as per Table VIII.
- 2 Payment will be made to the Contractor after ascertaining whether the contract has been executed satisfactorily and towards this the Purchaser should furnish the necessary certificate from the accepting authorities.

Payment will not be made to the contractor unless the work entrusted is executed satisfactorily. Further the purchaser will not make any advance payment or part payment.

11. Prices

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

12. Change of Orders

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 produced for the purchaser;
 - B. The method of shipping or packing;
 - C. The place of delivery; and / or
 - D. The services to be provided by the supplier

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 three (3) days from the date of the supplier's receipt of the purchasers change order

13. Contract Amendments

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.

14. Assignment

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.

15. Sub - contracts

A sub contract in any form is strictly prohibited.

16. Delays in the Supplier's Performance

- a. 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.
- b. 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.
- c. 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.

17. Liquidated Damages

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, a sum equivalent to 0.25% of the delivered price of the delayed goods or unperformed services for each day 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.

18. Termination for Default

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 anything 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.

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.

19. Force Majeure

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.
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.
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.

20. Termination for Insolvency

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.

21. Termination for Convenience

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.

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:

1. To have any portion completed and delivered at the contract terms and prices; and *I* or
2. 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

23. Settlement of Disputes

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.

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.

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.

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

Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) The purchaser shall pay the supplier any money due to the suppliers.

24. Limitation of Liability

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.

25. Governing Language

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.

26. Taxes and Duties

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.

27. AGREEMENT

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper in the prescribed format provided, within three days from the date of acceptance of the Bid and intimation of the award of contract.
- 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.

28. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

- 1.1 The Purchaser is State Project Director, Sarva Shiksha Abhiyan, New Public Offices Annex Building, Nrupatunga Road, Bangalore-560001
- 1.2 The Supplier is identified after opening of Bids.

2. Delivery and Documents (GCC Clause 9)

Upon Delivery of the goods, the supplier shall submit to the purchaser full details including contract number and date, description of goods, quantity, name of the consignee with signature seal and date.

3. Payment (GCC Clause 12)

1. On Delivery: Eighty percent of the contract price shall be paid upon printing and supply of the materials and upon submission of the relevant documents like; delivery challans signed and stamped by the concerned authorities specified in SCC Clause 3 above; during contract period ; and
2. 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.

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 connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole

Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

- 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 parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

5. Notices (Clause 31)

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

Purchaser:

State Project Director, Sarva Shiksha Abhiyan, New Public Offices Annex Building, Nrupatunga Road, Bangalore - 560 001.

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

6. 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.

7. 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 purchase.

29. Additional Points to be noted in the contract relating to printing and supply of Health Cards to F.O.R. destination.

- A. The contractor should printing and supply "Health Cards" as per the particulars to be printed and supplied by the Purchaser and F.O.R. destination to the State Project Office, Bangalore strictly in accordance with the Term & Conditions of the contract and without any defects.
- B. The work relating to printing and supply to F.O.R. destination of Health Cards 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 and supply the "Health Cards" using good quality material strictly in accordance with the sample supplied along with agreement.
- E. All the printing and supply of the "Health Cards" should be kept in bundles.
- F. If any printing error comes to the notice of the purchaser after the printing & supply to the State Project Office, Bangalore 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 State Project Director, Sarva Shiksha Abhiyan, 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.

30. IMPLEMENTATION SCHEDULE:

The work relating to printing & F.O.R. destination of printing and supply of the "Health Cards" should be implemented by the contractor as per the following implementation schedule: -

Note : - The printer should be responsive in finding the print layout and submitting it to the office. Unnecessary delay in finding the print layout will be treated as delay and penalized. Substantial delay will force this office to cancel the programme order.

31. PENALTY AND TERMINATION FOR NON-FULFILMENT OF CONTRACT:

- A. If the contractor does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 0.25% of the contract amount for each day of delay.
- B. The contractor entrusted with the work of printing & supply to F.O.R. destination of the "Health Cards" should execute the work in *good* condition as per the section V clause 4.5. Using the inferior material, error in printing. The contractor will have to replace the rejected items at his own responsibility & expense.
- C. Printing & supply to F.O.R. destination of the "Health Cards" will have to be done in good condition without causing any damage to the printed items. If any defect is found such defective materials will be rejected and the contractor will have to bear the cost of such defective materials. Penalty will also be imposed by the purchaser depending upon the extent of error/defect noticed. The quantum of penalty will vary from a minimum of 1% and subject to a maximum of 10% of the contract amount. This penalty will be in addition to the liquidated damages as per clause 19 of GCC.

32. 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 SPECIFICATION FOR THE PRINTING

F.O.R. destination of printing and supply of Health Cards

**The Specifications of Cards to be printed and supplied along with details
of number of copies to be printed**

Sl.No	Particulars	Description for Health Cards
1	Title	Health Cards
2	Paper	220 GSM Pulp Board (yellow)
3	Size	A-4
4	Number of Cards	11,50,000
5	Colour	Multi colour
6	Language	Kannada
7	Packing	100 Cards in each Pack.
8	Distribution	DDPI / DYPC in All 34 districts and SPD SSA

Note :-

1. The rate should be mentioned for printing per page, per book.
2. The Purchaser reserves the right either to increase or decrease the quantity.
3. The Purchaser reserves the right to withdraw or withhold or cancel the printing and supply order.
4. The Purchaser reserves the right to cancel the tender at any stage cancel the tender and it will be discretion of the purchaser to either disclose or withhold the reasons for cancellation. The successful bidder should print and supply of the "Health Cards" at the same approved rate within the stipulated time.
5. The rate quoted should include all rates & taxes and transportation costs.

SECTION - VI

"Health Cards" HAVE TO BE PRINTED AND SUPPLIED to F.O.R. DESTINATION DDPI/DYPC offices and State project office SSA.

NOTE :-

1. The Purchaser reserves the right to either increase or decrease the no. of "Health Cards" to be printed and supplied on F.O.R. destination as per Table VIII.

TABLE - I

Bid form

Ref No:

Date :

**TO,
State Project Director,
Sarva Shiksha Abhiyan,
New Public Offices Annex Building,
Nrupatunga Road,
Bangalore - 560 001.**

Sir / Madam,

Having examined the Bidding Documents including the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Print and Supply of "Health Cards" to F O R destination as specified in the Table VIII for which necessary Bid security amounting of Rupees 25,000/- (Twenty Five thousand only-) at the prescribed rate is paid to the Centre for e- governance.

Conditions: -

- 1) We undertake, if our Bid is accepted, to print and supply of the "Health Cards" to FOR destination as specified in the Table VIII 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 90 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 2012
Signature: (In the Capacity
of)..... Duly Authorized to sign bid for and on behalf of Place:
..... Address.....

TABLE-II

PERFORMANCE SECURITY FORM

(Bank guarantee to be executed on Rs. 100 Stamp paper)

To,
State Project Director,
Sarva Shiksha Abhiyan,
New Public Offices Annex Building,
Nrupatunga Road, Bangalore-560 001.

Sir,

WHEREAS (Name of the Contractor) hereinafter called "the Contractor" has undertaken, in pursuance of Contract No dated to print and supply of Health Cards" to F.O.R destination as specified in Table VIII the related services hereinafter called." the Contract".

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.

WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of the Guarantee in Words and (Figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand for the sum specified therein.

This guarantee is valid until the day of
Authorized signatory's Signature and Seal of Guarantors Bank
.....
Date AddressPlace

TABLE-III

CONTRACT FORM

(To be typed on Rs. 100/- Stamp Paper)

THIS AGREEMENT made on the day of 2013 Between (Name of purchase) The State Project Director, Sarva Shiksha Abhiyan Samithi, Karnataka, Bangalore (hereinafter called "the Purchaser") as the first party and (Name of the Supplier) of (City and Country of Supplier) (hereinafter called "the Supplier") as the second party.

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz printing packing & supplying of books as prescribe in Table VIII 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 WITNESSES 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 Tendered;
 - 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 there in 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 Health Cards which shall be printed and supplied / provided by the Supplier are as under:

S1. No	Name of the Districts	Quantity to be supplied (11,50,000 Health Cards)	Unit cost per card (In Rs. only)	Total amount (In Rs. only)
1				

TOTAL VALUE:

DELIVERY SCHEDULE

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

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

Witnesses :

- 1.
- 2.

TABLE - IV

IMPLEMENTATION SCHEDULE

To,
State Project Director,
Sarva Shiksha Abhiyan,
New Public Offices Annex Building,
Nrupatunga Road, Bangalore-560 001.

Sir,

We M/s (Name of the bidder) here in after Called "the Contractor" have furnished the bid for Printing and Supply of the "Health Cards" to F.O.R destination as specified in Table VIII do here by agree to the implementation schedule of the said project. Failing which the state project Director, Sarva Shikshana Abhiyan will have discretion to either reject or cancel the contract agreement.

Yours faithfully,

Place:

Date:

Signature of Printer/Publisher

Seal:

TABLE-V
UNDERTAKING

To,
State Project Director,
Sarva Shiksha Abhiyan,
New Public Offices Annex Building,
Nrupatunga Road, Bangalore-560 001.

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 and Supply of the "Health Cards" to F.O.R destination has specified in Table VIII with in stipulated time.

Yours faithfully,

Place:

Date:

Signature of Printer/Publisher

Seal:

Table-VI

Price Schedule

Particulars to be submitted in the commercial bid/second cover price schedule for printing and supply of "Health Cards" to F.O.R destinations as specified in the TABLE VIII.

Rates quoted by the bidder should be in the following proforma:

1	"Health Cards"			
Total Price				

The rates should be mentioned clearly both in words and figures.

CONDITIONS

1. If our tender is accepted, we here by undertake to abide as per the stipulated Term and Conditions, Printing and Supply of "Health Cards" to F.O.R destination as specified in Table VIII.
2. If our tender is accepted we will obtain the Guarantee or Demand Draft from a Nationalized Bank for sum of equivalent to 5 percent of the total cost of the contract entrusted to us.
3. We agree to abide by this Tender for bid validity of 90 days after the date fixed for opening of Envelope under clause 13.1 of this Tender document and shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. We agree to abide by this tender for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988". We understand that you are not bound to accept a lowest offer that you may receive after Tender validity. Dated this.....day of.....2013

Signature

(Name and Address of the Tender with seal)

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

Table : VII

CHECK LIST OF DOCUMENT TO BE SUBMITTED IN THE ENVELOPE

TABLE	DESCRIPTION
I	Bid Form
VI	PRICE SCHEDULE

Sample Card to be submitted to this office after acceptance of your quotation through e-procurement.

SIGNATURE OF THE BIDDER

PLACE:

DATE:

**Distribution List
Table VIII**

<u>District Wise No of Health Cards To be Supplied for 2013 - 14</u>		
Sl. No	Districts	All Management
1	BAGALKOT	45350
2	BANGALORE RURAL	15950
3	BANGALORE U NORTH	65050
4	BANGALORE U SOUTH	102700
5	BELGAUM	40900
6	BELGAUM CHIKKODI	54100
7	BELLARY	54550
8	BIDAR	49300
9	BIJAPUR	62500
10	CHAMARAJANAGARA	14950
11	CHIKKABALLAPURA	20800
12	CHIKKAMANGALORE	16150
13	CHITRADURGA	28100
14	DAKSHINA KANNADA	31300
15	DAVANAGERE	35900
16	DHARWAD	34900
17	GADAG	22100
18	GULBARGA	67600
19	HASSAN	24400
20	HAVERI	30500
21	KODAGU	8250
22	KOLAR	25800
23	KOPPAL	30450
24	MANDYA	24050
25	MYSORE	44800
26	RAICHUR	46050
27	RAMANAGARA	15700
28	SHIMOGA	27950
29	TUMKUR	24550
30	TUMKUR MADHUGIRI	14850
31	UDUPI	15700
32	UTTARA KANNADA	10400
33	UTTARA KANNADA SIRSI	12150
34	YADAGIRI	32100
35	SPD Office	100
<u>Total</u>		<u>1150000</u>

