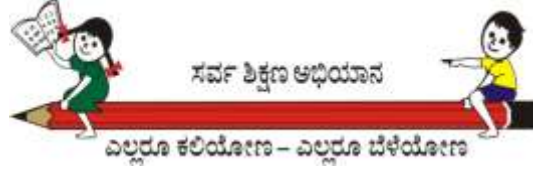


SARVA SHIKSHA ABHIYAN - KARNATAKA



Short Term E-procurement tender notification for Replication and supply of DVDs to DIETs under SARVA SHIKSHANA ABHIYANA PROJECT for the year 2012-13

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Address for communication:

O/o the State Project Director, New Public Offices Annex Building,
N.T. Road, Bangalore - 560 001 Telephones: 22483040 / 22483041 Fax: 22126718
Website: www.eproc.karnataka.gov.in e-mail : karssatender@gmail.com
www.ssakarnataka.gov.in

SECTION -I

INVITATION for e-procurement Tender

For the replication and supply of a set of DVDs for the use of Government Higher Primary Schools under Sarva Shiksha Abhiyan for the year 2012-13

Sarva Shiksha Abhiyan Samithi-Karnataka is hereby invites Technical & Commercial tenders from officially registered & eligible Companies in Karnataka for replication and Supply of set of DVDs to 30 DIETs (District Institute of Education & Training) across Karnataka and State Project Office, Bangalore.

1.	Tender Reference	No:SSA/CALC/E-content/2012-13 dated: 12.02.2013
2.	Date of commencement of issue of Tender documents	Date: 26.02.2013 10.30 hrs IST
3.	Last date & Time for submission Technical & Commercial Tenders	Date: 12.03.2013 13.00 hrs IST
4.	Date & Time of opening of first Cover (Technical Tender)	Date: 14.03.2013 11.00 hrs IST
5.	Date & Time of opening of second Cover (Commercial Tender)	Date: 18.03.2013 11.00 hrs IST
6.	E.M.D.	Rs.25000/- (Twenty Five Thousand only)

Interested and eligible vendors can submit the application through E-Tendering process.

SECTION-II

INSTRUCTIONS TO VENDORS

A. Introduction

Sarva Shiksha Abhiyan proposes to replication a set of DVDs (containing audio and video content which would be used for the teaching and learning) and supply to the 30 DIET offices of Karnataka State. Technical & Commercial Tenders are hereby invited from officially registered & eligible companies/firms/agencies as per the particulars given in Section VI and F.O.R. destination to all the DIETs (District Institute of Education & Training) across Karnataka.

There are 4 items, which need to be replicated and supplied to FoR destinations to all the DIETs (District Institute of Education & Training) across Karnataka. The specifications for items to be replicated is prescribed in Section-V of the RFP.

Sl.No	Items	Copies
1.	Replication of DVD (CALC)(set of 13)	910
2.	Replication of DVD (HPS)(set of 9)	1700
3.	Replication of MM Kit Video CD (one number) (This is to be supplied to the printer whom the literature has to be printing and they inserted into MM Kit literature CD pouch)	6311
4.	Replication of Ubuntu Software DVD (one number)	4565

1. Eligibility criteria for Vendors

1.1 Minimum eligibility criteria for participation in the tenders:-

- The vendor should be a registered firm. Copy of the registration should be furnished.
- Minimum of 3 years experience in replication of DVDs / printing and other related areas. Relevant documents have to be attached for the proof of having experience.
- The vendor should have cumulative turn-over of Rs.25.00 lakhs during the last 3 years.
- VAT registration certificate should be attached.
- Income tax returns for the last 3 completed years.
- The vendor should not have been black listed. The declaration on the same should be furnished.

1.2 All tenders must be accompanied by EMD as specified in section I and to be submitted on or before the prescribed date, at place and time given in section I of this document. Tenders submitted without EMD will be summarily rejected.

1.3 The SSA Samithi intends to follow a two stage, electronic process developed and maintained by the Centre for e-governance, DPAR (AR),

Government of Karnataka, for selection of the Successful Vendor for the Project. Vendors need to submit the following documents through the electronic mode as part of their Proposal:

- 1.4 The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet.
- 1.5 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>.
- 1.6 The vendors will be required to register themselves with the centre for e governance to participate in the tender 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 08022485867.
- 1.7 Interested and eligible Vendors 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 Building, N.T. Road, Bangalore - 560 001 . *Phone: 22483040 / 22483041 fax : 22126718 before 13.00 hours of 12-03-2013.*

2. Cost of preparing tenders

- 2.1 The vendor shall bear all costs associated with the preparation and submission of its tenders 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 tender process.

B. Tender Document

3. Content of tender documents

- 3.1 The Tender documents for replication/printing to F.O.R. destination and to the State Project Office, Bangalore will contain the following particulars:-
 1. Invitation for Tenders - Section I
 2. Instructions to Vendors- Section II
 3. Description and scope of the contract - Section III
 4. Terms and Conditions of Contract (General and Special) -Section IV
 5. Technical Specifications as per - Section V
 6. Particulars of destination for supply as per section VI
 7. Tender Form. As per Table I
 8. Statement of past performance as per Table II
 9. Acceptance of Implementation schedule as per Table III
 10. Undertaking as per Table IV
 11. Details of the Organization as per Table V

12. Check list of documents to be submitted in First Envelope (Technical Tender) as per Table VI
13. Price schedule (Commercial Tender) to be submitted as per Table VII

3.2 The Vendor is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect or incomplete tender document will be at the Vendor's risk and may result in rejection of its Tender.

4. Amendment of Tender Documents

- 4.1 At any time prior to the deadline for submission of Tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor, modify the Tender Documents by amendment.
- 4.2 The amendment will be notified on the website <http://www.eproc.karnataka.gov.in>
- 4.3 In order to allow prospective Vendors reasonable time in which to take the amendment into account in preparing their tender, the Purchaser may, at its discretion, extend the deadline for the submission of tenders.

C. Preparation of Tender

5. Language of Tender

5.1 The Tender prepared by the Vendor and all correspondence and documents relating to the tender exchanged by the Vendor and the Purchaser, shall be written in the English language & Tender can be submitted in English.

6. Documents Comprising the Tender

The Tender prepared by the Vendor shall be submitted in 'Two stages' comprising the following components:

6.1 Technical Proposal shall contain:

Attested copies of documents along with photo copies of all particulars showing that the vendor 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 Tenders submitted shall include the following information.

- i. Attested photocopies showing the legal status, place of registration and principal place of business of the firm.
- ii. Attested photocopies of documents showing that the firm had cumulative turnover of Rs 25.00 lakhs during the last 3 years in

printing/replication and supplying of DVDs and other related work during last 3 years i.e. 2009-10, 2010-11 and 2011-12 at least one successful completion of work in single bill / order whose financial cost was not less than 10.00 lakhs. Photocopies of Audited financial statement issued by registered Chartered Accountant should be enclosed. If 2011-12 accounts are yet to be audited, the profit and loss A/c audited statements attested by the chartered accountants for the year 2009-10 to 2010-11 can be submitted.

- iii. Attested Copies of Sales tax Registration and Sales tax returns filed during the last 3 years i.e. 2009-10, 2010-11 and 2011-12.
- iv. Attested copies of acknowledgement of Income tax returns filed in the last 3 Years Viz. 2009-10 to 2011-12.
- v. Attested photocopies showing that the firm has been registered in State Govt. / Central Govt. / Related Authority.
- vi. Tender form as per Table I.
- vii. Particulars of the Firm as per Table - V
- viii. Past performance during the last 3 years as per Table II
- ix. Format of Acceptance of Implementation schedule as per Table III.
- x. Undertaking as per Table IV.
- xi. Checklist of Documents to be submitted in technical bid as per Table VI.
- xii. Sample DVDs/Papers to be used, for replication duly attested by the Vendor.

6.2 Commercial tender shall contain:

The rate quoted for replication and supply of set of DVDs and F.O.R. destination to 30 DIETs as specified in the annexure.

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

The rate quoted for replication and supply & F.O.R. destination of a set of DVD should be mentioned clearly both in words & figures.

The sample DVD / paper that will be used for replication have to be submitted to this office before the last day of submission of the tender. The quality of the DVD to be clearly mentioned and attested by the Vendor.

6.3 Price Schedule

The Vendor shall complete the price schedule as per table VII furnished in the tender documents, indicating the cost towards replication & supply F.O.R. destination for **per item** as per the Technical

specifications mentioned in section V. This office will not pay any extra charges over and above rate quoted by the Vendor.

6.4 Fixed price:

Prices quoted by the Vendor shall be fixed during the vendors performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price tender will be treated as non responsive and rejected

The Vendor must submit all the documents listed under clause 6.1 along with the Tender form, sample material used for manufacture and tender security as per Table I in the technical tender, in order to qualify for consideration in the opening of the financial tender containing the PRICE SCHEDULE as per **Table VII**.

The Vendor must submit all the documents listed under clause 6.1 along with the Tender form, sample DVD/paper used for replication/printing and supply of DVD and tender security as per Table I in the Technical tender, in order to qualify for consideration in the opening of the Commercial tender containing the PRICE SCHEDULE as per **Table VII**.

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

7. Earnest Money Deposit

7.1 Proposals would need to be accompanied by an EMD for an amount equal to **Rs.25,000/-** (Twenty Five Thousand only).

7.2 EMD 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 branches of Axis Bank in Bangalore The supplier/contractor's tender 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 companies/firms/agencies taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft) and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.
- b. The EMD amount for a particular tender has to be paid in a single transaction.

7.3 The Tender Security shall be returned to the unsuccessful Vendors within a period of eight (8) weeks from the date of announcement of the Successful Vendor. The Tender Security submitted by the Successful

Vendor shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.

- 7.4 Any Tender security not secured in accordance with Clause 11 above will be rejected by the Purchaser as non-responsive.
- 7.5 Unsuccessful Vendor's tender security will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the purchaser.
- 7.6 Any Interlineations, erasures or overwriting or cancellation shall be valid only if they are initialed by the person or persons signing the Tender.
- 7.7 The successful Vendor's Tender security may be adjusted towards performance security to be furnished by the Vendor before signing the contract agreement.
- 7.8 The Tender security will be forfeited:
 - (a) If a Vendor withdraws his Tender during the period of Tender validity specified by the Vendor on the Tender Form; or
 - (b) In case of a successful Vendor, if the Vendor fails,
 - (i) To sign the contract agreement with in the stipulated time
 - or
 - (ii) To furnish performance security.

8. Period of Validity of Tenders

- 8.1 Tenders shall remain valid for **90 days** after the date of opening of Second Envelope. A Tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 8.2 In exceptional circumstances, the purchaser may solicit the Vendor's consent to an extension of the period of validity. The tender security provided under clause 9 shall also be suitably extended. A Vendor may refuse the request without forfeiting its tender security. A Vendor granting the request will not be required nor permitted to modify its tender. The Tender security in respect of the Vendor who has refused to extend the validity of Tenders cannot be forfeited by the purchaser.

9. Format and Signing of Tender

- 9.1 The Vendor shall submit all the documents which are up-loaded through e-procurement.
- 9.2 In the price schedule mentioned at Annexure VII the vendor should quote the rates per item per package for replication/printing and supply to F.O.R. destination.

10 Mode of submission of tenders.

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

11 Deadline for Submission of Tenders

- a. Tenders must be received by the Purchaser through E-procurement process not later than the time and date specified in the invitation for Tenders (section I).
- b. The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the Tender Documents in which case all rights and obligations of the Purchaser and Vendors previously subject to the deadline will thereafter be subject to the deadline as extended.

12 Late Tenders

1. Any Tender received by the Purchaser after the deadline for submission of tenders prescribed by the purchaser will be rejected.

D. Tender Opening and Evaluation of Tenders

13 Opening of Tenders by the purchaser.

13.1 The purchaser will open the technical and commercial tenders through e- Procurement process on the dates mentioned in Section I of this document.

14. Clarifications

During evaluation of tenders, the purchaser may, at its discretion, ask the vendor for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substances of the Tender shall be sought, offered or permitted.

15. Preliminary Examination

- a. The purchaser will examine the Tenders 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 tenders are generally in order.
- b. 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 tender shall stand corrected to that effect. If the supplier does not accept the correction of errors, its tender will be rejected. The purchaser may waive any minor infirmity or non-conformity or irregularity in a tender, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any vendor.
- c. Prior to the detailed evaluation, pursuant to Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the Tender Documents. For purposes of these Clauses, a substantially responsive tender is one, which conforms to all the terms and conditions of the Tender 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 tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

16. Evaluation and Comparison of Tenders

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

17. ACCEPTANCE OR REJECTION OF TENDERS:

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

SECTION - III

DESCRIPTION AND SCOPE OF THE CONTRACT

The Vendor, herein after called “the agency” is required to replicate and supply the set of DVDs containing audio/ video material to all the 30 DIETs & F.O.R. destination to the State Project Office, Bangalore, herein after called “the Purchaser” for which Tenders are invited.

The total quantity of DVDs to be replicated and supplied is enclosed in Annexure.

SECTION - IV

TERMS AND CONDITIONS OF CONTRACT

The following are the General Conditions of Contract for duplicating and supply of a set of DVDs & F.O.R. destination and to the State Project Office, Bangalore as per the specifications given in the document.

4.1 GENERAL CONDITIONS OF CONTRACT

i. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) “The Contact Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligation;
- c) “The Goods” means all the equipment 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” mean the General Conditions of Contract contained in this section
- f) “SCC” means the special Conditions of Contract

- h) “The Supplier” means the individual or firm supplying the goods and services under this contract
- i) “The Government” means the Government of Karnataka State
- j) “The Project Site”, where applicable, means the place or places manned in SCC
- k) “Day” means calendar day

2. Application

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

3. Standards

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

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

The Supplier shall not, without the purchasers prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchasers prior written consent, make use of any document or information enumerated^{4d} in GCC Clause 4.1 except for purpose of performing the Contract.

Any document, other than the contract itself, enumerated in GCC Clause 4.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier performance under the contract if so required by the purchaser.

The supplier shall permit the Government to inspect the supplier’s accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

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

6. Performance Security

- a) The successful Vendor will be required to furnish Performance Security / EMD equivalent to 5% of the entire accepted Tender value in respect of package and supply & F.O.R. destination works, to be submitted in the form of irrevocable bank guarantee within 3 (Three) days from the date of intimation of award of contract, and sign the contract agreement.
- b) If the Successful Vendor 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. EMD furnished by such vendor will be forfeited.
- c) The performance security furnished by the successful Vendor in respect of his tender will be returned from the date of satisfactory performance of the contract.
- d) If the successful Vendor after signing the contract agreement fails to perform any contractual obligation, his Performance Security mentioned above will be forfeited.

7. Inspections and Tests

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

7.6 Manuals and Drawing

- 7.6.1 Before the goods and equipment are taken over by the purchaser, the supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the purchaser to operate, maintain,

adjust and repair all parts of the equipment as stated in the specifications.

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

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the supplier.

8. Packing

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

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

8.3 Packing Instructions for DVDs: The Supplier will be required to make separate package for each set of 13 DVDs and set of 9 DVDs. 13 DVDs are to be packed in one suitable box and 09 DVDs are to be packed in one suitable box. The MM Kit literature DVD should be supplied to the printers for whom the CD should be inserted into the literature books CD pouch. The supplier will required to make separate package for Consignee of 25 boxes. Each package will be marked on three sides with proper paint / indelible ink the following:

- (i) Project
- (ii) Contract No.
- (iii) Suppliers Name and
- (iv) Packing List Reference number

9. Delivery and Documents

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

10. Insurance

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

destinations) on "All Risks" basis including War risks and Strikes

11. Transportation

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

12. Payment

The terms of payment will be as follows:

After the successful implementation of the contract regarding replication and supply of set of DVDs to the 30 DIETs & F.O.R. destination as per the following details. Payment will only be made after the completion of the contract as per SCC clause- 3

- a) Payment will be made to the contractor after the successful completion of replication and supply of set of DVDs/books to the 30 district offices & F.O.R. destination.
- b) 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 made to the contractor unless the work entrusted is executed satisfactorily. Further the purchaser will not make any advance payment or part payment.

13. Prices

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

14. Change of Orders

14.1 The purchaser may at any time, by written order given to the supplier' pursuant to GCC Clause 31, make changes within the general scope of the contract in anyone or more of the following:

- a) Drawings, designs, or specifications, where goods to be furnished under the contract are to be specifically produced for the purchaser;
- b) The method of shipping or packing;
- c) The place of delivery; and *l or*
- d) The services to be provided by the supplier

14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the suppliers performance of any provisions under the

contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the purchaser's change order.

15. Contract Amendments

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

16. Assignment

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

17. Subcontracts

17.1 Sub contracts in any form are strictly prohibited.

18. Delays in the Supplier's Performance

18.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the Schedule of Requirements

18.2 If at any time during performance of the contract, the supplier or its sub-contract(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may, as its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

18.3 Except as provided under GCC Clause 24, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

19. Liquidated Damages

19.1 Subject to GCC Clause 24, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, a sum equivalent to 0.5% 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.

20. Termination for Default

20.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

- a) If the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21; or
- b) If the supplier fails to perform any other obligation(s) under the contract.
- c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause:

"Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

20.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC Clause 23.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

21. Force Majeure

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

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

and not foreseeable. Such event may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

22. Termination for Insolvency

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

23. Termination for Convenience

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

23.2 The goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

- a) To have any portion completed and delivered at the contract terms and prices; and / or
- b) To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier

24. Settlement of Disputes

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

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

24.2.1 Any dispute or difference in respect of which a notice of intention

to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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

24.3 Notwithstanding any reference to arbitration herein,

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

25. Limitation of Liability

25.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

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

26. Governing Language

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

27. Applicable Language

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

28. Notices

28.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC. .

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

29. Taxes and Duties

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

30. AGREEMENT:

- a) The successful Vendor(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 Tender and intimation of the award of contract vide 1.a .
- b) The incidental expenses of execution of agreement shall be borne by the successful Vendors). Hereafter the successful Vendor shall be referred to as "Contractor".
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka 1 Purchase and recovery of any consequential loss from the contractor.

4.2 SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

- a) The Purchaser is State Project Director, Sarva Shiksha Abhiyan, New Public Offices Annex Building, Nrupatunga Road, Bangalore-560001
- b) The Supplier is

2. Delivery and Documents (GCC Clause 9)

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

- a. Two copies of the supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- b. Railway receipt / acknowledgement of receipt of goods from the consignee(s)
- c. Two copies of packing list identifying of each package;

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

3. Payment (GCC Clause 12)

- i) **On Delivery:** Eighty percent of the contract price shall be paid upon the successful completion of the task i.e., replication and supply of set of DVDs and upon submission of the documents specified in SCC Clause 3 above; during contract period ; and
- ii) **On Final Acceptance:** The remaining twenty percent of the contract price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the purchaser's representative for the respective delivery.

Note:

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

4. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- a) In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the 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-560001

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

6. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with the purchaser's operation.

7. Supplier Integrity:

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

8. Supplier's Obligations:

The Supplier is obliged to work closely with the purchaser's staff, act within its own authority and abide by directives issued by the purchaser and implementation activities. The supplier will abide by the job safety measures prevalent in India and will free the purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.

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

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

4.3 Additional Points to be noted in the contract relating to the replication and supply of set of DVDs to F.O.R. destination.

- a) The contractor should duplicate and supply the set of DVDs 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 duplicating and supply and F.O.R. destination of set of DVDs 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 use good quality material strictly in accordance with the sample supplied along with Technical Tender.
- e) All the Set of replicated DVDs should be kept in bundles.
- f) If any error related to the replication of DVDs & labeling 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, / Govt. of Karnataka reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the Contractor in this regard.

4.4 IMPLEMENTATION SCHEDULE:

The work relating to replication and supply of set of DVDs to F.O.R. destination should be implemented by the contractor as per the following implementation schedule: -

1. Signing of Contract	Within 3 days - After the issue of work order
2. Replication /printing of literature and supply to the DIETs and the State Project Office, Bangalore.	15 days from the date of issue of work order which includes 2 days for approval of the proof.

4.5 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 0.1% of the contract amount for each day of delay and thereof.
- b. The contractor entrusted with the work of replication and supply of set of DVDs to F.O.R. destination should execute the work in *good* condition as per the section V clause 4.5. Using the inferior material, error in printing is found before. The contractor will have to replace the rejected items at his own responsibility & expense.
- c. Replicated DVDs to F.O.R. destination charts will have to be supplied F.O.R. destination in good condition without causing any damage to the replicated DVDs. 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

4.6 GENERAL POINTS TO BE OBSERVED:

The Vendor 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 Tenders.

SECTION V

TECHNICAL SPECIFICATIONS for THE REPLICATION OF SET OF DVDs / PRINTING LITERATURES AND SUPPLY

Item No:1 Replication of DVD (CALC) (set of 13)

The Specifications of the DVDs to be replicated and supplied along with details of number of copies to be printed

Sl No	Particulars	Specifications
1	Type of DVD	Any branded DVD with international standards - 16 X
2	Printing on DVD	Sticker has to be designed, printed and pasted on each DVD
2	Number of DVDs per set to be replicated	13
	Total number of set of 13 DVDs required to be replicated	910
3	DVD cover	Slim IC
4	Printing	On the cover of each DVD, the contents of the DVD has to be printed in 4 colour; the language of printing is Kannada; The quality of Paper to be used is 240 GSM
6	Cover Box	Each set of 13 DVDs has to be placed in one cover box; on the cover of the box, the contents have to be designed & printed. The quality of the printing of paper used for the box is 300 GSM
7	Packing	25 sets of DVDs have to be packed in one cardboard box;
8	Distribution	Distribution to DIET offices and O/o SPD, SSA, Bangalore
9	Data feeding, designing and DTP work	Data entry, designing and DTP work has to be done by vendor.

Item No:2 Replication of DVD (GHPS) (set of 9)

The Specifications of the DVDs to be replicated and supplied along with details of number of copies to be printed

Sl No	Particulars	Specifications
1	Type of DVD	Any branded DVD with international standards - 16 X
2	Printing on DVD	Sticker has to be designed, printed and pasted on each DVD
2	Number of DVDs per set to be replicated	9
	Total number of set of 13 DVDs required to be replicated	1700
3	DVD cover	Slim IC
4	Printing	On the cover of each DVD, the contents of the DVD has to be printed in 4 colour; the language of printing is Kannada; The quality of Paper to be used is 240 GSM
6	Cover Box	Each set of 13 DVDs has to be placed in one cover box; on the cover of the box, the contents have to be designed & printed. The quality of the printing of paper used for the box is 300 GSM
7	Packing	25 sets of DVDs have to be packed in one cardboard box;
8	Distribution	Distribution to DIET offices at State
9	Data feeding, designing and DTP work	Data entry, designing and DTP work has to be done by vendor.

Item No:3 Replication of Teachers' training Video CD

The training video CD should be replicated into 6311 copies and supplied to the printer for whom the printing of MM Kit Manual (Teachers' training video CD) has to be done, who will inserted the CD into the literature CD pouch.

Item No:4 Replication of Ubuntu Software DVD

The Ubuntu software CD should be replicated into 4565 copies.

SECTION - VI

REPLICATION AND SUPPLY OF SET OF DVDs AS PER THE FOLLOWING PARTICULARS
TO F.O.R. DESTINATION

NOTE : The Purchaser reserves the right to either increase or decrease the no. of
SET OF DVDs

TABLE-I Tender form

Ref No:

Date:

TO:

State Project Director,
Sarva Shiksha Abhiyan,
New Public Offices Annex Building,
Nrupatunga Road,
Bangalore-560001

Sir/Madam,

Having examined the Tender Documents including Addenda No.s _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to duplicate and Supply set of DVDs to F.O.R destination and to the State Project Office, Bangalore and districts as specified in the annexure, for which necessary Tender security amounting to Rupees/- (..... thousand only) at the prescribed rate is paid to the Centre for e governance.

Conditions:-

1. We undertake, if our Tender is accepted, to duplicate/printing literature and supply the set of DVDs to F.O.R. destination to the State Project Office, Bangalore and DIETs has specified in the annexure, in the State in accordance with the terms and conditions in the Tender document.
2. If our tender 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 tender for a period of 90 days after the date fixed for tender opening of commercial tender under Clause 19 of the Instruction to Vendors 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 tender 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 _____ 2013

Signature: _____

(in the Capacity of): _____

Duly authorized to sign tender for and on behalf of

Place:

Address:

TABLE-II

STATEMENT OF PAST PERFORMANCE
(Pro forma for performance statement (for a period of last Three years from 2009-10, 2010-11 & 2011-12) relating to Printing / supply work

Name of the Firm _____

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

Signature and seal of the Vendor /
Authorized Representative

Place:

Date:

TABLE - III

IMPLEMENTATION SCHEDULE

To

The State Project Director,
Sarva Shiksha Abhiyan,
New Public Offices Annex Building,
Nrupatunga Road, Bangalore-560001

Sir,

We M/s.....(Name of the vendor) here in after Called “the Contractor” have furnished the tender for replication and Supply of set of DVDs to F.O.R destination and to the State Project Office, Bangalore and districts specified in the annexure, 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-IV
UNDERTAKING

To

State Project Director,
Sarva Shiksha Abhiyan,
New Public Offices Annex Building,
Nrupatunga Road, Bangalore-560001

Sir,

We M/s.....(Name of the vendor) here in after Called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the tender document while performing the contractual obligations relating to the replication and Supply of set of 13 DVDs F.O.R destination to the State Project Office, Bangalore and districts has specified in the annexure with in stipulated time.

Place:
Date:

Yours faithfully,

Signature of Agency
Seal:

TABLE V

PARTICULARS OF AGENCY TO BE SUBMITTED IN THE TECHNICAL TENDER

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

Table:VI

CHECK LIST OF DOCUMENT TO BE SUBMITTED IN THE FIRST ENVELOPE

Sl.No.	Description	Whether the Document is enclosed or not	Page No. From and To
1	Tender form as per Table 1	YES/NO	
2	Statement of past performance as per table II	YES/NO	
3	Format of acceptance of implementation schedule as per Table III	YES/NO	
4	UNDERTAKING as per Table IV	YES/NO	
5	Details of organization as per table V	YES/NO	
6	Attested copies showing the legal status, places of registration and principal place of business of the firm	YES/NO	
7	Attested copies of documents showing that the firm had an average financial turnover of Rs.100.00 lakhs during the last 3 years i.e, 2009-10 to 2011-12	YES/NO	
8	Attested copies documents showing single billing of not less than Rs 20 lakhs for having executed the work during last 3 years 2009-10 to 2011-12		
8A	Attested copies of sales tax registration and sales tax returns filled in the last 3 years i.e, 2009-10 to 2011-12	YES/NO	
9	Attested copies of income tax registration and income tax returns filled in the last 3 years i.e, 2009-10 to 2011-12	YES/NO	
10	Attested copies of audited financial statements for the last 3 years i.e 2009-10 to 2011-12	YES/NO	
11	Sample DVD/paper along with box to be used for replication and supply of set of DVDs .The vendor should attest the same.	YES/NO	

PLACE:

DATE:

SIGNATURE OF THE VENDOR

Table-VII
Price Schedule

PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL TENDER/SECOND COVER

PRICE SCHEDULE FOR REPLICATION/PRINTING LITERATURE AND SUPPLY OF SET OF DVDs FOR. DESTINATION TO THE STATE PROJECT OFFICE, BANGALORE AND DISTRICTS HAS SPECIFIED IN THE ANNEXURE,

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

	Items	Copies	Unit price	Rate Quoted (Including all taxes and transportation charges)
1	Replication of DVD (CALC)(set of 13)	910		
2	Replication of DVD (HPS)(set of 9)	1700		
3	Replication of Teachers' training Video CD (This is to be inserted in to the MM Kit literature)	6311		
4	Replication of Ubuntu Software DVD	4565		
	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 to the State Project Office, Bangalore and districts as specified in the annexure.
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 tender validity of 90 days after the date fixed for opening of Second Envelope under clause 13.1 of this Tender document and shall remain binding upon us and may be accepted at any time before 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".
5. 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)

Annexure-A

District wise distribution of DVDs to 30 DIETs of the State

Sarva Shiksha Abhiyan - Karnataka					
Sl. No	DIETs	Educational content DVDs for CALC schools (set of 13 DVDs)	Educational content DVDs for schools having TV facility (set of 9 DVDs)	Ubuntu software DVDs	MM kit manual CDs
1	Bagalkot	33	50	138	194
2	Bangalore Rural	25	50	149	199
3	Bangalore Urban	31	100	211	311
4	Belgaum+ Chikkodi	41	100	235	339
5	Bellary	35	0	169	175
6	Bidar	30	50	136	190
7	Bijapur	33	75	158	238
8	Chamarajanagar	27	100	124	225
9	Chikmagalore	29	50	164	214
10	Chitradurga	28	50	147	199
11	Dakshina Kannada	28	50	148	198
12	Davanagere	29	50	158	209
13	Dharwad	29	50	139	191
14	Gadag	29	50	116	168
15	Gulbarga	36	100	163	270
16	Yadgir	27	0	93	96
17	Hassan	31	50	175	226
18	Haveri	28	75	152	227
19	Kodagu	24	50	100	150
20	Kolar	30	50	194	247
21	Koppal	30	50	119	174
22	Mandya	31	50	172	224
23	Mysore	35	50	169	224
24	Raichur	32	50	130	186
25	Shimoga	28	50	158	208
26	Tumkur+ Madhugiri	34	100	211	312
27	Udupi	26	50	129	179
28	Uttara Kannada	32	50	219	269
29	Ramangara	26	50	85	136
30	Chikballapur	31	50	79	133
31	Office of SPD, SSA, Bangalore	2		25	
	Total	910	1700	4565	6311