

Government of Karnataka



Administrative Training Institute (ATI)

Lalithamahal Road, Mysuru – 570 011.

Tel: +91-821-2443839, 2443863, 2520083, 2443831

Fax: +91-821-2523899

Email: dgatimysore@gmail.com, **Web:** www.atimysore.gov.in

Short Term Tender Document for

Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year.

(Through E-procurement Portal Only)

<https://www.eproc.karnataka.gov.in>



Administrative Training Institute (ATI)

Lalithamahhal Road, Mysore – 570 011.

Tel: +91-821-2443839, 2443863, 2520083, 2443831

Fax: +91-821-2523899

Email: dgatimysore@gmail.com, Web: www.atimysore.gov.in

Short Term Tender Notification

INVITATION FOR TENDER (IFT)

(ONLY THROUGH E- PROCUREMENT)

SCHEDULE OF EVENTS

Sl. No.	Events	Date, Day & Timings	Venue
1	Tender Reference (IFT No)	Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year. NO.BLD/CR-21/2014-15	18.12.2014.
2	Date of Publication of Tender	22.12.2014: 11.30 AM	
3	Pre-Bid Meeting	30.12.2014. 4.30 PM	
4.	Last date and Time for receipt of Tenders	12.01.2015. 05.00 PM	
5.	Time and date of opening the Technical Tender Bids	16.01.2015 at 11-30 AM	
6.	Time and date of opening the Financial Bids	20.01.2015 at 11-30 AM	
7	Address for Communication	The Director General Administrative Training Institute (ATI), Lalithamahhal Road, Mysore – 570 011.	

TENDERS

FOR

Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year

SECTION I. INVITATION FOR TENDERS (IFT)

No. ATI/BLD/CR: 21/2014-15

Date:

18.12.2014

1. The **Director General, Administrative Training Institute (ATI) (ATI), Lalithamahal Road, Mysore** invites tenders from eligible tenderers for providing services listed below:

The tenderers may submit tenders for **Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year**

- 2a. Two Cover Tender procedure as per Rule28 of the KTPP Act shall be followed.

The Tenderers are required to submit the **Technical Bid tender** which will be opened first and the Commercial **Bid Tender** which will be opened only if the **Technical Bid of Tenderer** is found to be qualified to provide the services.

- 2b. **Tenderers are advised to note the qualification criteria specified in Section VII (ANNEXURE-I)to qualify for award of the contract.**

3. Tender documents may be downloaded from the website of e-Governance, Government of Karnataka, through the website <http://eproc.karnataka.gov.in>

The tenderers have to deposit the Earnest money deposit to the account of e-governance / e-portal for **Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year**

4. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.

5. Tenders must be submitted to the **Director General, Administrative Training Institute**, Lalithamahhal Road, Mysore **on or before 05.00 PM on 12.01.2015**.through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in>
6. **The Technical Bid Tender will be opened on 16.01.2015 at 11.30 AM** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the very next working day at the same time and venue.
7. The purchaser will hold a pre-bid meeting of prospective bidders for any clarifications sought by the bidders prior to the deadline for the submission of tenders. The pre bid meeting will be held on **30.12.2014** at 4.30pm at the ATI, Mysore-570011.
8. Other details can be seen in the tender documents.
9. For any additional information regarding the above tender, the renderers who are interested to bid, may contact office of the undersigned at the office address given below on all working days during office hours (10.30 am to 05:30 pm).and see the samples.
10. List of documents to support qualification of bidder is to be uploaded to the e procurement website www.eproc.karnataka.gov.in.
11. TMU reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

SECTION II: INSTRUCTIONS TO TENDERERS
TABLE OF CLAUSES

Clause Number	Topic Number
A. Introduction	
1.	Eligible Tenderer
2.	Cost of Tendering
B. Tender Documents	
3.	Contents of Tender Documents
4.	Clarification of Tender Documents
5.	Amendment of Tender Documents
C. Preparation of Tenders	
6.	Language of Tender
7.	Documents Comprising the Tender
8.	Tender Form
9.	Tender Prices
10.	Tender Currency
11.	Documents Establishing Tenderer's Eligibility and Qualifications
12.	Documents Establishing Goods Eligibility and Conformity to Tender Documents
13.	Earnest Money Deposit
14.	Period of Validity of Tenders
15.	Format and Signing of Tender
D. Submission of Tenders	
16.	Sealing and Marking of Tenders
17.	Deadline for submission of Tenders
18.	Late Tenders
19.	Modification and Withdrawal of Tenders
E. Tender Opening and Evaluation of Tenders	
20.	Opening of Tenders by the Purchaser
21.	Clarification of Tenders
22.	Preliminary Examination
23.	Evaluation and Comparison of Tenders
24.	Contacting the Purchaser
F. Award of Contract	
25.	Post-qualification
26.	Award Criteria
27.	Purchaser's Right to Vary Quantities at Time of Award
28.	Purchaser's Right to Accept any Tender and to Reject any or all Tenders
29.	Notification of Award
30.	Signing of Contract
31.	Performance Security
32.	Corrupt and Fraudulent Practices

**SECTION II: INSTRUCTIONS TO TENDERERS
TABLE OF CLAUSES**

SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Scope of Tender and Eligible Tenderers

The **Director General, Administrative Training Institute (ATI) (ATI)**, Lalithamahhal Road, Mysore (Referred to as Purchaser in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers for **Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year** as detailed given in the Invitation for Tenders (IFT)

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 1.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **The Director General**, hereinafter 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. The Tender Documents

3. Contents of Tender Documents

3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- (a) Instruction to Tenderers (ITT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Contract Form;
- (g) Performance Security Form;
- (h) Performance Statement Form;

3.2 The Tenderer 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 will be at the Tenderer's risk and may result in rejection of its tender.

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives, no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

4.2.The purchaser may hold a pre-bid meeting of prospective bidders in case if any clarification so sought by the bidders prior to the deadline for the submission of tenders.

12. **4.2.1** A pre bid meeting is scheduled on. on **30.12.2014** at 4.30pm at the at Tungabhadra Hall, ATI, Mysore-570011.

5. Amendment of Tender Documents

5.1 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 tenderer, modify the tender documents by amendment and the amendments will be published through the e-portal

5.2 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the

English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

7.1 The tender prepared by the Tenderer shall comprise the following components and the tender submitted by the Tenderer shall be in two cover system and shall contain

The documents as follows:

Cover One or Technical Bid:

- (a) Earnest money deposit furnished in accordance with ITT Clause 13 and Qualification information's **as per the format & Annexure-I given in Section VII**
- (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted; **as per the format & Annexure-I given in Section VII.**
- (c) Documentary evidence established in accordance with ITT Clause 12 that the services and ancillary services to be provided by the Tenderer are eligible goods and services and conform to the tender documents **as per the format & Annexure-I given in Section VII** ; and

Cover Two or Commercial Bid:

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10 **as per the format & Annexure-II given in Section VIII (COMMERCIAL BID- Details of service-wise rates quoted)**

8. Tender Form

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided, a brief description of the services, their country of origin, quantity and prices.

9. Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i) the price of the services, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.
- ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- iii) the price for inland transportation, insurance and other local costs incidental to providing the services to their final destination; and
- iv) the price of other incidental services listed in Clause 4 of the

Special Conditions of Contract.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- (a) that the Tenderer has the financial, technical, and providing services capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in **Section XII – Proforma for Performance Statement for the last 5 years.**

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings and data, and shall consist of :

(a) a detailed description of the essential technical and performance characteristics of the services ;

(b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the services by the Purchaser; and

(c) A service-by-service commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, quality of services and duties and activities of required services designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
(a) at the tenderer's option, be in the form of either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savings instruments;

(b) the bank guarantee be substantially in accordance with the form of earnest money deposit included in **Section VIII** or other form approved by the Purchaser prior to tender submission;

(c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) be submitted in its original form; copies will not be accepted; and

(e) remain valid for a period of 45 days **beyond** the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderers earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The tender security may be forfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 30; or

(ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses

thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The Tenderer shall prepare two copies of the tender, clearly marking each "**Original Tender**" and "**Copy Tender**", as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and a copy of the **Technical Bid and Commercial Bid** of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

16. Sealing and Marking of Tenders

16.1 The Tenderers shall seal the original and a copy of the Technical Bid of the tender in separate inner envelopes, duly marking the envelopes as "**original Technical Bid**" and "**copy of the Technical Bid**". He shall then place all the inner envelopes in an outer envelope.

16.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the following address:

The Director General, ATI, Lalithamahal Road, MYSORE– 570 011.

(b) bear the following identification

Tender for Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year

Tender Reference No:

• **ATI/BLD/CR- 21 /2014-15 Dated: 18.12.2014.**

▪ **Do not open before 11.30 AM on 16.01.2015.**

16.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by ITT Clause 16.2, the Purchaser will assume no responsibility for the tender's misplacement or premature opening.

16.5 Telex, cable or facsimile tenders will be rejected.

17. Deadline for Submission of Tenders

17.1 Tenders must be received by the Purchaser at the address specified under ITT Clause 16.2 (a) no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17, will be rejected and/or returned unopened to the Tenderer.

19. Modification and Withdrawal of Tenders

19.1 The Tenderer may modify the contents of the Technical Bid or Commercial Bid covers separately for each cover or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16 with the outer and inner envelopes marked "**Modification for Technical Bid Cover (Cover-1) / Commercial Bid cover (Cover-2) or "withdrawal"** as appropriate. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. A. Opening of Technical Bid Cover of Tenders by the Purchaser

20.1 (a) The Purchaser will open all Technical Bid covers received (except those received late or withdrawn), including “ **Modification for Technical Bid Cover (Cover-1)** made pursuant to Clause 19, in the presence of Tenderers’ representatives who choose to attend at **11:30 AM on 16.01.2015** at the following location:

Office of the Joint Director – (A), ATI, Lalithamahal Road, Mysore-570011.

The Tenderers' or their authorized representatives who are present shall sign a register evidencing their attendance.

In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

(b) Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. The First cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 19 shall not be opened.

(c) The Tenderer's names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Purchaser may consider appropriate will be announced by the Purchaser at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

(d) The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Purchaser.

(e) The Purchaser will evaluate and determine whether each tender (a) meets the eligibility criteria (b) is accompanied by the required earnest money deposit (c) meets the minimum qualification criteria. The Employer will draw out a list of qualified Tenderers.

(f) The Purchaser shall prepare minutes of the Tender opening, including the information disclosed to those present at the time of tender opening.

B. Opening of Commercial Bid Cover of Qualified Tenders by the Purchaser and the evaluation

(i) The Purchaser will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Commercial Bid Cover (Second Cover containing the priced Tenders) The Purchaser will open the large cover containing the Commercial Bid Cover (Second Covers) of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Commercial Bid Cover (Second Cover) opening being declared a holiday for the Employer, the Commercial Bid Cover (Second Covers) will be opened at the appointed time and location on the next working day.

(ii) Envelopes marked **“MODIFICATION FOR COMMERCIAL BID COVER (SECOND COVER)”** shall be opened and the submissions therein read out in appropriate detail.

(iii) The Tenderers' names, the Tender prices for each schedule, the total amount of each schedule and itemwise amount quoted, any discounts, Tender modifications and withdrawals, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening. No Tender shall be rejected at Tender opening.

20.2 Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.3 The Purchaser will prepare minutes of the Commercial Bid Cover (Second Cover) Tender opening, including the information disclosed to those present at the time of tender opening.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 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. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

22.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The Purchaser may waive any minor informality 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 Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITB 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 (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) 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.

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

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9,

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:
(a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- b) delivery schedule offered in the tender;
- c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- d) the cost of components, mandatory spare parts and service;
- e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
- f) the projected operating and maintenance costs during the life of the equipment; and
- g) the performance and productivity of the equipment offered.

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

- (a) **Inland Transportation, Insurance and Incidentals:**
 - (i) Inland transportation, insurance and other incidentals for delivery of services to the final destination as stated in ITT Clause 9.2 (iii).The above costs will be added to the tender price.
- (b) **Deviation in Payment Schedule:**

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of **18%**percent per annum.

Note: ITT Clause 23.4 (d),(e),(f) and (g) does not apply for this Tender.

24. Contacting the Purchaser

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchasers right to vary Quantities at time of award.

27.1 The purchaser reserves the right at the time of contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful schedule Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth as follows :
 - (i) "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; and
 - (ii) "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 Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender

prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES

Clause Number	Topic Number
A. Introduction	
1.	Definitions
2.	Application
3.	Standards
4.	Use of Contract Documents and Information; Inspection and Audit by Government
5.	Patent Rights
6.	Performance Security
7.	Inspection and Tests
8.	Packing
9.	Delivery and Documents
10.	Insurance
11.	Transportation
12.	Incidental Services
13.	Spare Parts
14.	Warranty
15.	Payment
16.	Prices
17.	Change Orders
18.	Contract Amendments
19.	Assignment
20.	Subcontracts
21.	Delays in Supplier's Performance
22.	Liquidated Damages
23.	Termination for Default
24.	Force Majeure
25.	Termination for Insolvency
26.	Termination for Convenience
27.	Settlement of Disputes
28.	Limitation of Liability
29.	Governing Language
30.	Applicable Law
31.	Notices
32.	Taxes and Duties

SECTION III – GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"Contractor"** the successful tenderer with whom the contract is entered into.
- (c) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (d) **"Services"** means Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD) & Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year and other obligations of the tenderer 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 Purchaser"** means ATI
- (h) **"The Purchaser's country"** is INDIA.
- (i) **"The tenderer"** means the firm providing photocopy service under this Contract.
- (j) **"The Government"** means the Government of Karnataka State.
- (k) **"The Project Site"**, where applicable, means the place or places named in SCC.
- (l) **"Day"** means calendar day.
- (m) **"Director General" (DG)** means the Director General of ATI and SIUD and ANSSIRD
- (n) **"Joint Director"** means Joint Director (Administration) of ATI
- (o) **"ATI"** ATI means Administrative Training Institute, Lalitha Mahal Road, Mysore
- (p) **"Training days"** means the days for which a training course is designed .

2. Application

2.1 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 services' 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

4.1 The Supplier shall not, without the Purchaser's 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.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

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

5. Patent Rights

5.1 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

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of **5% of the Contract Value, valid up to 20 days after the date of completion of performance obligations including Warranty obligations**. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

(b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or

(c) Specified small savings instruments pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Payment

7.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

7.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

7.3 Payments shall be made promptly by the Purchaser but in no case later than sixty **(60)** days after submission of the invoice or claim by the Supplier.

7.4 Payment shall be made in Indian Rupees.

8. Prices

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

9. Change Orders

9.1 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 any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) the method of shipping or packing;
- c) the place of delivery; and/or
- d) the Services to be provided by the Supplier.

9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's 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.

10. Contract Amendments

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

11. Assignment

11.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

12. Subcontracts

12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

12.2 Subcontracts must comply with the provisions of GCC Clause 2.

13. Delays in the Supplier's Performance

13.1 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.

13.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(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 Supplier's notice, the Purchaser shall evaluate the situation and may, at 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.

13.3 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.

14. Liquidated Damages

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

15. Termination for Default

15.1 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 of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- b) if the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

15.2 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.

16. Force Majeure

16.1 Notwithstanding the provisions of GCC Clauses 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.

16.2 For purposes of this Clause, "**Force Majeure**" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events 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.

16.3 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 event.

17. Termination for Insolvency

17.1 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.

18. Termination for Convenience

18.1 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.

18.2 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.

19. Settlement of Disputes

19.1 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.

19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference 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.

19.2.1 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.

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

19.3 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 Supplier.

20. Limitation of Liability

20.1 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.

21. Governing Language

21.1 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.

22. Applicable Law

22.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

23. Notices

23.1 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.

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

24. Taxes and Duties

24.2tenderers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Services to the Purchaser.

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

Clause Number	Topic Number
1.	Definitions (GCC Clause 1)
2.	Inspection and Tests (GCC Clause 7)
3.	Delivery and Documents (GCC Clause 9)
4.	Incidental Services (GCC Clause 12)
5.	Payment (GCC Clause 15)
6.	Settlement of Disputes (GCC Clause 27)
7.	Notices (GCC Clause 31)
8.	Progress of Supply
9.	Right to use defective equipment
10.	Supplier Integrity
11.	Supplier's Obligation
12.	Patent Rights

SECTION IV: 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.

1. Bidder must provide the documents as mentioned in **schedule of Requirements** All the documents should be scanned and uploaded along with the tender documents as mentioned in Annexure - without fail.

2. Settlement of Disputes (Clause 19)

The dispute settlement mechanism to be applied pursuant to GCC Clause 19.2.2 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 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 ¹² 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 of 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.

3. Notices (Clause 23)

For the purpose of all notices, the following shall be the address of the Purchaser and Tenderer.

Purchaser:The Director General, ATI, Lalithamahal Road, Mysore – 570 011.

Tenderer: (To be filled in at the time of Contract signature)

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

4. Supplier's Obligations:

The Tenderer 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.

The following Special Conditions of Contract shall supplement the above mentioned conditions and General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

1. The bidder shall ensure credit of Tender processing Fee and EMD into the respective receiving bank accounts of e-procurement on or before the last date of bid submission.
2. The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches.
3. EMD payments through e-Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
4. The tenderer should abide by all the terms and conditions as specified in the detail tender notification attached.
5. The tenderer should be a registered firm.
6. **The tenderers/bidders must have a Registered Office in Mysuru city corporation limits for the past five years. Documents pertaining to this must be scanned and uploaded.**
7. **Bidder must have not less than 05 years' experience for rendering photocopying services on out-sourcing basis with any Government Institution / Organization / Department and satisfactory certificates / documents regarding same should also be uploaded at the time of applying tender (section xii). Otherwise the tender will be rejected without assigning any reasons.**
8. Installing and maintaining photocopy machine of approved standard make viz. Modi Xerox, Canon, Sharp, etc. or Equivalent brand and should be compatible with Computer Interface, Local Area Network support and Duplex is mandatory/ compulsory.
9. Agency should be able to provide/install 3 machines with all features like Reduction, Enlargement, Back to Back (Duplex) and computer interface is must. One machine must be exclusively kept for Local Area Networking and Computer Printout jobs. Agency is responsible for handling all computer printout and Networking Printing jobs. The agency should bring One computer/laptop for handling all computer print jobs. Except for the power supply at ATI

premises the Institute will not provide any other infrastructure. **The machines and systems installed for the work should be not older than (2 years). Documents of purchase and warranty need to be enclosed.**

10. Agency is required to **station atleast 2** operators at ATI between 9.00 AM to 7.00 PM from Monday to Saturday on all working days and the presence of the operator in the campus near the Xerox machine is mandatory/compulsory and they have to sign the log register placed in the Computer center. **The operators so provided should be scrutinized through police verification. they shall wear I D cards when in the premises .**
11. The firm is responsible for providing operator on full time basis, SIX days a week during office hours i.e. 9.00 a.m. to 7.00 p.m. and if required even after office hours and on holidays. The operator should take photocopies, make sets and hand over the same to the person who has assigned the work. The Operator is responsible to keep records of photocopies taken and maintain necessary log books which will be duly checked and authenticated by the concerned officer of the ATI/SIUD/ANSSIRD.
12. The machine should not have been used for more than 1 lakh copies and should be in good condition, capable of giving clear copies at a speed of 20 cpm or more.
13. The Xerox paper used must be quality paper of JK Bond/Modi or equivalent quality and must be of 75-80 GSM.
14. The firm must provide standard quality consumables viz. toner drum, cartridge, etc.
15. The responsibility of maintaining the xerox machine in good condition lies with the bidder/tenderer.
16. Documents under any circumstances must not be taken out of the office premises.
17. The exact number of copies would be based on verification from the register / record from concerned officers as well as from the register. Only genuine and actual copies shall be counted for payment.
18. The operator must be responsible, courteous and well behaved.
19. Agency should not bring/undertake any outside work except ATI/SIUD/SIRD in ATI premises. If the agency/firm is found to be undertaking any outside work then the contract will be terminated with immediate effect.
20. ATI shall not be bound to accept the lowest quotation and reserves the right to reject any or all the quotations without assigning any reasons thereof.
21. The machine shall be available exclusively for ATI-Mysore.
22. ATI will be responsible for only providing power supply required for running the machine along with office space to house the Xerox machines.
23. Agency will submit its bill in the first week of the next month based on the actual number of copies taken / recorded with authorized signatures of the concerned officers.
24. Bill payment will be done after verifying the register as well as the training calendar within 7 days of submission of the bill.
25. ATI shall make payment of bills after deduction of all applicable taxes.
26. Enhancement of decrease / increase of taxes duties or prices etc., will not affect the contract rates during the entire period of the contract. No difference shall be paid or claimed as a result of the above.
27. **Bidder must compulsorily provide the following documents. All the documents should be scanned and uploaded along with the tender document without fail. Failure to do so will result in the rejection of tender. The details of required documents are as follows:**
 - **Firm / Company Registration details**
 - **Experience Certificates of not less than 05 years' for rendering the same services on out-sourcing basis with any Government Institution / Organization / Department and satisfactory certificates / documents regarding same should also be uploaded**

- **PAN Number,**
 - **Income Tax returns filed for the last 05 assessment years.**
 - **The bidders must upload annual Turnover Statement of not less than the last 05 years audited by Registered Chartered Accountant / Auditors. the turnover should be not less than Rs 4.46 lakhs in any two of these five years.**
28. The agency should provide compensation to their employees and are responsible for the employees. If the allocated employees of the agency cause any loss or damage to the organization then the agency should compensate for the same and the organization is not responsible.
 29. The manpower provided by the agency should have good behaviour, obedience, good health and physical fitness. They should perform their duties as required by the organization and they should not have any criminal background.
 30. The agency provided manpower/staff should work/performance as per instructions of the officials of the organization.
 31. The agency should not transfer and sub-let the contract to others. If the agency transfers and sub-lets the contract to others, it will then be treated as violation of the tender agreement and the contract will be terminated.
 32. In case of any breakdown of more than 1 hour, replacement of machine should be provided to have continuous work flow. Else a recovery of **Rs.100/-** per working hour shall be made mandatorily by ATI. The same will be deducted at the time of payment.
 33. **Termination of contract**
If the contractor fails to perform any of the obligations under this contract and if ATI is dissatisfied with the services, delivery and quality of work, then ATI may terminate the services of the contractor with a 15 days' notice of winding up and the contractor shall vacate the premises within 7 days thereafter. ATI shall not be held liable for any cost, damage, expenses or any loss whatsoever that the contractor may suffer on being served with the winding up notice. The Contractor shall also give minimum 15 days' notice to end the contract.
 34. Successful tenderers should execute a bond of contract to the effect that he/she will follow all the above rules, regulations and conditions of the tender.
 35. If any of the above conditions are violated, the organization reserves the right to cancel the contract by issuing a month's notice to the agency and the service for the remaining period will be awarded to L2 bidder and expenditure incurred will be deducted from the performance security deposit of the previous agency.
 36. No advance will be paid and bills will be paid only if the services of the agency are satisfactory.
 37. The successful tenderer should submit 5% of the total amount as performance security deposit in the form of bank guarantee within 15 days from the date of issue of work order. If the agency fails to do so then the EMD amount will be forfeited.
 38. The participating bidders should not make any complaint against Non-accessibility of e-procurement portal due to internal connectivity, technical issues and the organization is not liable.
 39. The Acts and Rules of KTPP Act 2000 are applicable for this tender.
 40. Only eligible tenderers who have submitted their bids along with all the required documents, details and information will be considered for opening of financial bid.
 41. More information regarding e-tendering can be obtained from <http://eproc.karnataka.gov.in/e->
 42. The Director General, ATI Mysore reserves the right to accept and reject the tenders without citing any reasons.
 43. The tender documents will be available online from **22.12.2014**, and the last date for the submission of the tenders is **12.01.2015**.

44. The tender documents will be opened on **16.01.2015** at **11.30 AM** in the Office of the Director General, Administrative Training Institute (ATI), Mysore in the presence of the bidders or their representatives or even if none of the bidders are present.
45. Bidders can contact our Office on the following telephone numbers; 0821-2443264 / 2443863 / 2443831.
46. For any other information / clarification the bidders can contact the Director General, Administrative Training Institute (ATI) (ATI), Lalithamahal Road, Mysore – 570011 during office hours.

37. PENALTY CLAUSE

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

1. (15). **DURATION OF AGREEMENT:**

- a) The tender shall be valid for a period of **ONE year** starting from the forenoon of first day till last day (afternoon) of the contract.
- b) Contract may be terminated by the **ATI Mysore** at any time by giving one month's notice in writing to the agency / firm without assigning any reasons thereof and the decision to do so shall be final. **ATI Mysore** shall not be responsible for any loss, damage etc. incurred to the contractor as a result of the termination of the contract. **ATI Mysore** shall be free to take due action for appointment of a new agency / firm during the period under notice or thereafter. In that event also the agency / firm shall refund the maintenance charges towards the unexpired portion (if the AMC amount is paid in advance) of the original agreement period within 15 days of the termination of the agreement failing which interest at the rate of 18% P.A shall be payable by the Agency / Firm for the period of delay for refund.

SECTION V: SCHEDULE OF REQUIREMENTS

Tenderers are required for **Providing Photocopying Services for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year from the date of contract.**

The terms and conditions are as the SCC listed above.

The EMD required to be paid is ₹ 13,950/-

The tenderer shall quote the price for the items in the price schedule in rupees. The total amount quoted should be written in words and figures.

The approximate average number of copies required of each item is given. No compensation will be paid for any period in case the numbers are not met by ATI due to any reason.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

1. The tenderer should have provided photocopying services on outsource basis various State/Central Government, state level organization/ MNCs /reputed educational institution for the last five years' and a certificate to be enclosed in proforma –A of Section XII, to this effect.
2. **Annual Turnover of ₹ 4,46,000=00in any two years in the preceding 05 years** in which the tenderer should have executed photocopying Services for the reputed Institutions.
3. EMD for **₹. 13950/-** in the form of Bank Guarantee as explained in para 13 of ITT.
4. Should have registered with Statutory authorities in Karnataka as indicated below and scanned copy of necessary proof such as:
 - **Firm / Company Registration details**
 - **Experience Certificates of not less than 05 years' for rendering the same services on outsourcing basis with any Government Institution / Organization / Department and satisfactory certificates / documents regarding same should also be uploaded in section XII along with proforma A**
 - **PAN Number,**
 - **Income Tax returns filed for the last five years AY 2010-11, AY 2011-12,AY 2012-13, AY 2013-14, AY 2014-15,**
 - **The bidders must upload annual Turnover Statement of not less than the last 05years audited by Registered Chartered Accountant / Auditors**
5. Annual Turnover should not be less than **Rs. 4,46,000/-** in any **two** of the preceding **five** years,
6. (Please upload copies of ITR and authorized Balance Sheet and Profit & Loss A/c. and turnover details certified by chartered accountant of the last 05 years certified by Chartered Accountants)

_____ (Scanned copies to be uploaded)

7. Other Qualification information as per format given in Annexure-I

SECTION-VII - ANNEXURE-I
(QUALIFICATION INFORMATION FOR TECHNICAL BID)
[To be filled and uploaded by the Tenderer for the e portal]

Details of Firm / Agency / Company

1.	Name of the Firm / Agency / Company	
2.	Status	Private / PSU / Proprietor / Others
3.	Complete Postal Office Address of office in Mysuru city corporation limits for last five years	
4.	Telephone No.	
5.	Fax Number	
6.	Valid email of the Firm	
7.	Name of the Contact Person	
8.	Contact Person:Telephone Number Mobile Number Email-ID	
9.	Registration Details of Firm / Establishment. Certificate of registration as a firm/ contractor under the labour act / with mysore city corporation	
10.	Service Tax Registration Details.	
11.	Permanent Account Number	
12.	VAT Registration.	
13.	Audited Balance Sheets and Income Tax Returns of last five assessment years	
14.	Annual Turnover Statement for last 5 years out of which the tenderer should have executed similar nature of work / service the value of which shall not be less than 4.46 lakhs , in any 2 of the 5 years duly audited by Registered Chartered Accountant / Auditors information as per Section VII (5).	

Signature of the tenderer

**CHECKLIST OF ENCLOSURES TO THE TECHNICAL BID
[TICK THE ITEMS]**

Sl. No.	Particulars	Uploaded / Attached to Technical Bid
1	Copy of Firm / Establishment Registration from Govt. Department	Yes / No
2.	Partnership Agreement	Yes / No
3	Address proof of office at mysuru for last five years	
4	VAT Registration Details Copy	Yes / No
5	PAN Registration Details Copy	Yes / No
6.	VAT/Sales Tax Registration Details Copy	Yes / No
7.	IT Clearance Certificate / Return filed for the five years AY 2010-11, 2011-12, 2012-13, 2013-14, 2014-15 details copy	Yes / No
8	Clients Satisfactory Certificate as in section XII and proforma A	Yes / No
9	. Annual Turnover Statement for last 5 years out of which the tenderer should have executed similar nature of work / service the value of which shall not be less than 4.46 lakhs , in any 2 of the 5 years duly audited by Registered Chartered Accountant / Auditors information as per Section VII (5)	Yes / No

Letter of Acceptance
(letter head paper of the Employer)

_____ [date]

To:

[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ Tender for **Providing Photocopying Services for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year** for the Contract Price of Rupee _____ (_____) [*amount in words and figures*], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish deposit Security Deposit as per clause 23 for unbalanced tenders. Security Deposit paid should be for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance and sign the contract, failing which action as stated in clause 29 of ITT will be taken.

Yours faithfully,

Director General
ATI, Mysore

DECLARATION BY THE TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification No: **ATI/BLD:CR:21/2014-15 Date:18.12.2014**, and I have submitted the technical bid in accordance with the Terms and conditions of the above referred notification and in accordance with the terms of the tender document.

2. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.

3. The commercial bid is separately submitted against this tender.

Place:

Seal & Signature of the Tenderer

Date:

SECTION XI
PERFORMANCE SECURITY BANK GUARANTEE FORM

To:

The Director General
ATI, Lalithamahal Road
MYSORE – 570 011

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,.....20... **Tender for Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD & Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year** hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....20....

Address:.....

.....

SECTION XII

(please see 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last five years

(After fill, to be uploaded the e-portal by the Tenderer along with other tender Documents for Technical Bid)

IFT No:ATI/BLD/CR:21/2014-15 Date:18.12.2014.

Date of Opening :16.01.2015.Time:11.30.AM

Order placed by (Name & Address of the person to whom the service was provided)	Order No.& date	Year (Order executed from year 2009-10, 2010-11, 2011-12, 2012-13, 2013-14 only)	Description & Quality of Service supplied	Value of Order (Annual)	Is the service satisfactory? Attach a certificate from the officer in-charge

Note:1. Separate sheet to be enclosed for each order executed, in proforma A given below, which has to be given under seal and signature of the competent authority

Note:2. Competent Authority means Head of the Institution/Office for which the photocopying service has been provided.

Note:3. All such Proforma A Certificates shall be uploaded.

Signature & Seal of Tenderer

Proforma A

This is to certify that -----service providers has satisfactorily provided

Photocopy Service to this organization during the year ----- against Order No:---

----- dated ----- for an amount of Rs.-----.

Signature

Seal and signature of competent authority

SECTION X: CONTRACT FORM

This agreement, entered into this _____ day of _____ 20_____, between The Director General, Administrative Training Institute (ATI), Lalithamahal Road MYSORE – 570 011, (hereinafter called “ATI”) of the one part and M/s. _____ [name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the ATI is desirous that the Contractor execute for **Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year**

and The Director General, ATI has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees..... (In words _____)

The Contractor having accepted the order was required to execute agreement and to furnish Security Deposit 10% of the total order value in the form of Demand Draft on any nationalized bank for the due fulfilment of the agreement.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared as follows, that is to say, in consideration of the payments to be made to the Contractor by the ATI as herein after mentioned, the Contractor hereby covenants with the ATI, that the Contractor shall and will duly supply the goods of the quality and description specified and shall do and perform all other works and things in the agreement subject to the terms and conditions and stipulations mentioned in the agreement that is to say Schedule of Service requirements; General Conditions of Contract, Special Conditions of Contract and Technical Specification annexed to this agreement and deemed to form and be read and construed as part of the agreement.

In witness whereof the parties and Administrative Training Institute (ATI) (ATI), Mysore to this agreement have signed this indenture in the presence of the following witnesses.

for Contractor

for ATI, Mysore

(Signature with Name, Designation
and Office seal)

Director General

Witness:

Witness:

1)

1)

E-Procurement Publication

Sl. No	Details of the Tender	Approx Cost of the Tender (in Lakhs)	EMD Amount	Cost of the Tender Form (Non-Refundable)	Duration of the Tender	Eligible Firms/companies
	Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year	Rs.5,58,000-00	Rs.13950/-	As specified in the e-procurement portal	12 months	Firms registered through the e-procurement portal only

**PRICE
SCHEDULE**

Sl. No.	Providing Photocopy Service for office and other training programmes Conducted by Administrative Training Institute (ATI), State Institute of Urban Development (SIUD)& Abdul Nazeer Sab State Institute for Rural Development (ANS SIRD) for a Period of ONE Year			
	Particulars	Approx copies per year	Rate per copy in rupees	Total Amount In rupees
1.	A-4 Xerox single side	150000		
2.	A-4 back to back	600000		
3.	A-3 Xerox single side	200		
4.	A-3 back to back	200		
5.	Spiral Binding-A4 size	500		
6.	Comb Binding-A4 size	200		
7.	Ordinary Binding with top-Transparency sheet and back color plastic sheet with Colour Tape & Pin A4 size	100		
	total			

Note:In case of discrepancy between unit price and total price, the unit price will prevail

Total tender price in Rs (Words).....
.....

Signature of Tenderer.....

Name and address:.....