



**GOVERNMENT OF KARNATAKA**

*KARNATAKA TEXT BOOK SOCIETY (R)  
NO-4 , 100 FEET RING ROAD, HOSAKEREHALLI CROSS, BANASHANKARI  
3RD STAGE, BANGALORE - 560085*

*Tender Document for Providing Vehicles  
on Monthly Rental Basis*

**Tender cost Rs 1,000/ for the firms**

Tender Notification No: A2/KTBS/R.V/15/2015-16 , Dated : **31/08/2015**

*No. OF PAGES OF THE DOCUMENT : 32*

KARNATAKA TEXT BOOK SOCIETY (R)  
NO-4 , 100 FEET RING ROAD, HOSAKEREHALLI CROSS,  
BANASHANKARI 3RD STAGE, BANGALORE - 560085

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**NO-4 , 100 FEET RING ROAD, HOSAKEREHALLI CROSS, BANASHANKARI 3RD**  
**STAGE, BANGALORE - 560085**  
①080 26422245 / 080 26422238

*Schedule of Events*

TENDER REFERENCE	:	A2/KTBS/R.V/15/2015-16 ,Dated: 31-08-2015
DATE OF NOTIFICATION	:	<b>01/09/2015</b>
LAST DATE AND TIME FOR SUBMISSION OF TENDERS	:	<b>15/09/2015</b> , 17:30 hrs
TIME AND DATE OF OPENING TECHNICAL BID	:	<b>18/09/2015</b> , 11.00 am
TIME AND DATE OF OPENING FINANCIAL BID	:	<b>21/09/2015</b> , 11.00 am
OPENING OF BIDS	:	Online through e-procurement portal
ADDRESS FOR COMMUNICATION	:	AT THE ABOVE ADDRESS
NO OF PAGES IN THIS TENDER DOCUMENT	:	32

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☎ 080 26422245 / 080 26422238**

Notification No: A2/KTBS/R.V/15/2015-16

Dated: 31-08-2015

**BRIEF TENDER NOTIFICATION**  
**(through e-procurement)**

Online tenders are invited under KTPP Act 1999 and rules made there under in Two (cover) bid system from the intending and eligible Firm's for providing 2 Cars on monthly rental basis for One year from **August-2015** to **July-2016**, for the use of Managing Director, Karnataka Textbook Society, Bangalore – 560085. Estimated total value of the Tender is about Rs 6.60 lakhs & total EMD will be Rs 25,000/-. The detailed Tender Document may be downloaded from web site <https://eproc.karnataka.gov.in> for information. **The bids shall be** submitted online before Dt.**15/09/2015**, 17.30 pm. The Technical bid will be opened online at Dt.**18/09/2015**, 11.00 am. For any further clarifications the above Office may be contacted.

Managing Director  
Karnataka Text Book Society®,  
Bengaluru

**SECTION II**  
**INSTRUCTIONS TO TENDERERS**  
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## INSTRUCTION TO TENDERERS

### A. Introduction

#### 1. Eligible Tenderers

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/Services 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 or they shall not be under a declaration as black listed by the purchaser.

ALSO SEE CLAUSE 11 AND SECTION VII

#### 2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and THE MANAGING DIRECTOR KARNATAKA TEXTBOOK SOCIETY 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 Services 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) Tender Form and Price Schedules;
- (g) Earnest Money Deposit Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) 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 document.

#### **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.

5.2 Any amendment should be published in the e-procurement portal itself.

5.3 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 (One Bid)**

7.1 The tender (One Bid) prepared by the Tenderer shall comprise the following components.

- a) A Tender Form and a Price Schedule shall be online completed in accordance with ITT Clauses 8, 9, 10 and Section II (D).
- b) Earnest money deposit furnished in accordance with ITT Clause 12.  
Scanned Images of the following
- c) Copy of RC (or equivalent).
- d) Road Tax Paid receipt (or proof for the same).
- e) Insurance Certificate of the Vehicle proposed to be provided.
- f) Acknowledgement of I.T returns filed for the previous three year.
- g) The papers shall be in the name of the tenderer or in the tenderer's firm. If it is not in the name of the tenderer a letter of acceptance from the owner of the vehicle will be enclosed.
- h) Registration Certificate of the Firm issued by the Regional Transport Office.

## **8. Tender Form**

8.1 As per e-procurement portal.

## **9. Tender Prices**

9.1 Prices shall be entered in the format provided as per e-procurement portal.

9.2 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account except due to variation in the Statutory payments.

9.3 Further an increase or decrease in the prices of Diesel / Petrol will not be considered for any kind of alteration of Contract Prices during the Contract Period..

9.4 A Tender submitted with an adjustable price quotation other than what has been mentioned above will be treated as non-responsive and rejected.

## **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 documents furnished by the Tenderer shall establish the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

## 12. Earnest Money Deposit

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit (E.M.D.) **Rs.25,000.00** as specified in **Brief Tender Notification**.

12.2 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 ITT Clause 12.7.

12.3 EMD and tender processing fee should be paid through **e-payments. (Credit card, Direct debit (Internet banking), NEFT (National Electronic Fund Transfer), OTC (Over the counter))**.

12.4 Any tender not secured in accordance with ITT Clauses 12.1 and 12.3 above will be rejected by the Purchaser as nonresponsive, pursuant to ITT Clause 22.

12.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly & as early as possible but not later than 60 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

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

12.7 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 29**; or

(ii) to furnish performance security in accordance with **ITT Clause 30**.

### **13. Period of Validity of Tenders**

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

13.2 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.

### **14. Format and Signing of Tender**

14.1 As per e-procurement norms.

### **D. Submission of Tenders**

### **15. Sealing and Marking of Tenders**

15.1 As per e-procurement norms.

### **16. Deadline for Submission of Tenders**

16.1 As per e-procurement calendar of events.

### **17. Late Tenders**

17.1 It is impossible to submit the tenders after the expiry of the time stipulated in e-procurement and therefore the tenderers shall take all precautions to upload the tender well in advance.

### **18. Modification and Withdrawal of Tenders**

18.1 There is no provision to make any modifications once the document is uploaded. Therefore the tenderer shall take all precautions to upload carefully and the correct figures only.

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

### **19. Opening of Tenders by the Purchaser**

19.1 The Purchaser will open all tenders online, at the time as mentioned in page-3. The tenderers can also access the information online once the tenders are opened.

## **20. Clarification of Tenders**

20.1 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.

## **21. Preliminary Examination**

21.1 Where the Tenderer has quoted for multiple schedules, if the tender security furnished is inadequate for the schedule, the purchaser shall take the price tender into account only to the extent the tender is secure. 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 item of requirements of the Tender document.

21.2 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.

21.3 Prior to the detailed evaluation, pursuant to ITT Clause 21, 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 the terms and conditions of the tender documents with out material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Applicable law (GCC Clause 17), and Taxes & Duties (GCC Clause 19) 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.

21.4 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.

## **22. Method of Opening, Evaluation and Comparison of Tenders**

22.1 As per e-procurement calendar of events.

22.2 The Purchaser will further evaluate and compare the tenders which have been determined to be substantially responsive to arrive at the evaluated L-1 tender.

## **23. Contacting the Purchaser**

23.1 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.

23.2 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**

### **24. Pre-qualification / Post-qualification**

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

24.2 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.

### **25. Award Criteria**

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

### **26. Purchaser's right to vary the contract period**

26.1 The Purchaser reserves the right to increase or decrease by up to 25% of the contract period mentioned in the tender i.e. by about 3 months at its discretion and for its convenience and advantage.

## **27. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

27.1 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.

## **28. Notification of Award**

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

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

28.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 30, 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 12.

28.4 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.

## **29. Signing of Contract**

29.1 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.

29.2 Within 14 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

## **30. Performance Security**

30.1 Within 14 days of the receipt of notification of award from the Purchaser, the successful 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.

30.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 29.2 or ITT Clause 30.1 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.

### **31 Corrupt or Fraudulent Practices**

31.1 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 anything 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.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.2 of the General Conditions of Contract.

**SECTION III**

**GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

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## 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 Service Provider, 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 Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the Services which the Service Provider is required to provide 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.

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

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

(g) "The Purchaser" means the organization purchasing the Services, as named in SCC.

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

(i) "The Supplier" means the individual or firm Providing the Services 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.

## 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 Services provided 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**

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 14 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 60 days after the date of completion of performance obligations including Warranty obligations, i.e till one year. 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 90 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. Inspections and Tests**

7.1 The Purchaser or its representative shall inspect the vehicle proposed to be provided during evaluation of the tender.

7.2 Should any inspected vehicle fail to confirm to the specifications, the Purchaser may reject the tender.

## **8. Payment**

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

8.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an Invoice & Tripsheets describing, as appropriate, the services performed and by documents and upon fulfillment of other obligations stipulated in the contract.

8.3 Payments shall be made promptly by the purchaser but in no case later than thirty days after submission of the invoice or claim by the supplier.

8.4 Payment shall be made in the name of the firm in Indian Rupees through cheque or DD.

## **9. Prices**

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

## **10. Contract Amendments**

10.1 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. Sub-Contracts**

12.1 The Supplier shall notify the Purchaser in writing of all sub-contracts 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 Sub-contracts must comply with the provisions of GCC Clause 2.

## **13. Delays in the Supplier's Performance**

13.1 Delivery 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 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 13, 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 14, unless an extension of time is agreed upon pursuant to GCC Clause 13.2 without the application of liquidated damages.

#### **14. Liquidated Damages**

14.1 Subject to GCC Clause 13, if the Supplier fails to deliver or perform any or all the Services during the contract period specified in the Contract, the Purchaser shall, deduct the penalty according to the days of non performance of services by the Service provider.

#### **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 the Services during the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 13; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgement 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 15.1, 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. Governing Language**

16.1 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.

## **17. Applicable Law**

17.1 The Contract shall be interpreted in accordance with the laws of the Union of India and more specifically in accordance with KTCP Act 1999 and rules made there under.

## **18. Notices**

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

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

## **19. Taxes and Duties**

19.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, tolls etc., incurred until delivery of the contracted Goods to the Purchaser.

**SECTION IV**

**SPECIAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

<b>Item No.</b>	<b>Topic</b>	<b>Page Number</b>
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## **SPECIAL CONDITIONS OF CONTRACT**

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

### **1. Definitions (GCC Clause 1)**

(a) The Purchaser is The Managing Director, Karnataka Textbook Society®, Bangalore Govt of Karnataka

(b) The Supplier is .....

### **2. Inspection and Tests (GCC Clause 7)1**

The following inspection procedures and tests are required by the Purchaser:  
“ The Proposed vehicle shall be inspected for it’s fitness, eligibility to be used for hiring by the Govt. Departments as per the provisions of the Govt. Order.

### **3. Delivery and Documents**

Upon delivery of the Goods / Services the supplier shall furnish to the purchaser the following documents every month :

(i) One Original and two copies of the invoice showing contract number, goods/services description period, unit price, total amount.

### **4. Incidental Services**

The services covered under Clause 12 shall be furnished and the cost shall be included in the contract price;

- 1) “Drivers Salary, Bata, Uniform and any such other allowances.
- 2) Cleaning of the vehicle every day, all consumables like fuel, oil, coolant etc.,
- 3) All repairs, replacement of spares during the contract period. ”

### **5. Payment (GCC Clause 8)**

The payment shall be made normally on monthly basis.

### **6. Notices (Clause 18)**

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



Purchaser :

**OFFICE OF THE MANAGING DIRECTOR OF KARNATAKA  
TEXTBOOK SOCIETY ® , No-4 , 100 feet Ring road, Hosakerehalli  
Cross, Banashankari 3rd Stage, Bangalore – 560085, Ph:080-26422238,  
Fax: : 080-26421299**

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

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

**SECTION V****SCHEDULE OF REQUIREMENTS***(As per e-procurement)*

The Tenderer is required to provide an A/C/ non A/C Car with driver on monthly basis for a period of one year from **September -2015 to August - 2016** preferably;

(a) Maruthi Suzuki SX4 /Maruthi Swift Dzire / Tata Indigo XL or Equivalent.

(b) Indica A/C or equivalent. The same Car shall be provided everyday. When the car is taken for the repairs or servicing an alternative vehicle of the same standard shall be provided. The drivers shall be for 10 hours. The cost of Diesel/Petrol, maintenance of the vehicle salary to the driver etc shall be the responsibility of the Tenderer. The maximum rate and kilometre specified as below.

**For non A/C car:**

Monthly 2500 kms or 300 hours	Rs. 25,000/-
Rate per Km after 2500 Kms	Rs. 5.50
Rate per hour after 300 hours.	Rs. 40.00

**For A/C car:**

Monthly 2500 kms or 300 hours	Rs. 30,000/-
Rate per Km after 2500 Kms	Rs. 6.50
Rate per hour after 300 hours.	Rs. 55.00

**Note**

- 1. The tenderer shall quote lower than the rates mentioned above.**
- 2. If any tenderer quotes higher than the rates mentioned above shall be rejected. And action will be taken as per tender condition.**
- 3. The rate shall be quoted separately for each category of vehicle as mentioned above.**
- 4. Any increase in the service tax or any new taxes will be compensated by the purchaser.**
- 5. Any reduction from the same will be to the purchaser's credit.**

## **SECTION VI**

### **TECHNICAL SPECIFICATIONS**

The Car shall be with A/C / non A/C and of SEDAN Type, atleast equivalent to the brands like Maruthi Suzuki SX4 or Maruthi Swift Dzire of Maruthi Make or Tata Indigo XL etc. It shall be with either diesel or petrol engine only. The driver shall be appointed on continuous service basis and should not be changed frequently. He shall be a literate and hold a 4 Wheeler driving license. The Vehicle shall be less than 3 years old.

## **SECTION VII**

### **QUALIFICATION CRITERIA**

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

1. The tenderer shall be registered firm.
2. The tenderer shall have an experience of at least one year.
3. The tenderer shall have a Turnover of at least 5.00 lakhs in the last financial year.

**Note : The above parameters will be verified based on the documents submitted as per para 7.1 of ITT and during the inspection of the tenderer's plant by the purchaser in case of a manufacturer.**

**SECTION VIII**

**TENDER FORM AND PRICE SCHEDULE**

(As per the e-procurement format available in the portal)

**SECTION IX**

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20...  
Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz., ..... (*Brief Description of Goods and Services*) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

<b>SL NO</b>	<b>BRIEF DESCRIPTION OF THE SERVICES</b>	<b>PERIOD OF RC</b>	<b>UNIT (Vehicle)</b>	<b>BASIC PRICE</b>	<b>TAXES</b>	<b>RATES</b>

**Annexure - 1****For A/C car**

<b>SLNO</b>	<b>BRIEF DESCRIPTION OF THE SERVICES</b>	<b>Monthly rent per vehicle for minimum 2500 Km and upto 300 hours</b>	<b>Additional rate per Km after 2500 Km.</b>	<b>Additional rate per hour after 300 hours</b>
1				
2				
3				
4				

**A. For non A/C car:**

<b>SL NO</b>	<b>BRIEF DESCRIPTION OF THE GOODS</b>	<b>Monthly rent per vehicle for minimum 2500 Km and upto 300 hours</b>	<b>Additional rate per Km after 2500 Km.</b>	<b>Additional rate per hour after 300 hours</b>
1				
2				
3				
4				

**Note : Financial evaluation is based on break up given in the annexure - 1**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the  
said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....

**SECTION X**

**PERFORMANCE SECURITY BANK GUARANTEE FORM**

To: (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply.....(Description of Goods and Services) 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 the .....day of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....  
.....