Office of The Commissioner for Public Instruction,
New Public Offices, Nrupathunga Road, Bangalore - 560 001,
Karnataka, India

Telephones: 080 - 22214350
080 - 22214352

Fax : 080-22212137
Email : egovstateunit@gmail.com

TENDER DOCUMENT FOR SUPPLY OF BI-CYLES FOR BOYS STUDYING IN 8TH STANDARD DURING 2010-2011
(Two Cover System)

BID REFERENCE	:	Short Term Tender Notification No : PL-10/F.BI-CY-PROJ-1/2010-11
DATE OF ISSUE OF NOTIFICATION	:	01-09-2010
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	06-09-2010 10.30 Hrs IST to 17.00 Hrs IST
PRE BID MEETING	:	13-09-2010 ~ 15.00 Hrs IST
LAST DATE AND TIME FOR SALE OF BIDDING DOCUMENT	:	05-10-2010 ~ 13.00 Hrs IST
LAST DATE AND TIME TO SUBMIT TENDER DOCUMENTS	:	06-10-2010 ~ 16.00 Hrs IST
TIME AND DATE OF OPENING OF TECHNICAL BIDS	:	06-10-2010 ~ 16.30 Hrs IST

PLACE OF OPENING OF BIDS :O/o.The Commissioner for Public Instruction
New Public Offices
Nrupathunga Road,
Bangalore - 560 001
Karnataka State, India
Ph: 22214350 ; 22214352
FAX : 22212137
Email : egovstateunit@gmail.com

ADDRESS FOR COMMUNICATION:
The Commissioner for Public Instruction,
New Public Offices
Nrupathunga Road,
Bangalore - 560 001
Karnataka State, India.

TENDER DOCUMENT FOR SUPPLY OF BI-CYLES FOR BOYS STUDYING IN 8TH STANDARD (2010-2011)

SECTION I. INVITATION FOR BIDDERS (IFB)

(Two Cover System)

1. The Commissioner for Public Instruction, Karnataka now invites sealed bids in four packages in two cover system from eligible bidders for supply of BI-CYLES FOR BOYS.

Schedule I

Boys' Bi-Cycles of 20" size with seat adjustable up to 1 ½ " height for use by Age group of 13 years and above with all accessories which are necessary for satisfactory and efficient operation of the Bi-Cycles.

Approximate Number of Bicycles - 3,01,000

(Three Lakhs One Thousand Only)

(As per detailed Technical Specifications given under Section VI of the Bidding document)

Schedule of Supply: Supply to start within 15 days on receipt of acceptance letter and complete within 90 days.

Supply as per specification given in schedule I of section VI and Locations and quantity as specified in the schedule of requirements under section V.

2. Interested eligible Bidders may obtain additional information, if any, required from and inspect the bidding documents at the office of The Commissioner for Public Instruction, Bangalore Karnataka, India, on all working days, during office hours.

3. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office on payment of a non-refundable fee as indicated below in the form of a Demand Draft/Banker's cheque in favour of The Commissioner for Public Instruction, Bangalore, payable at Bangalore. The bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount as mentioned below. The Commissioner for Public Instruction, Bangalore will not be responsible for the postal delay, if any, in the delivery of the documents or for non receipt of the same. The Bidding document can also be downloaded from the web site www.schooleducation.kar.nic.in . But, while submitting the Tender document crossed Demand Draft/Banker's Pay Order for ₹.10,000/- (Rupees Ten Thousand Only) (Non-refundable), drawn in favour of The Commissioner for Public Instruction, Bangalore and payable at Bangalore, should be enclosed along with the Bid documents.

4. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the 'Procurement of Goods and the Karnataka Standard Tender Documents for Procurement of Goods and Equipment'.

5 The bidding document may be obtained from the office of The Commissioner for Public Instruction, Bangalore-560001, Karnataka, India during office hours namely, from 10.30 hrs to 17.00 hrs, on all working days either in person or by post.

(a)	PRICE OF BIDDING DOCUMENT (non-refundable)	:	₹.10,000/- (Rupees Ten Thousand Only)

(b)	POSTAL CHARGES	:	₹.500/- (Rupees Five Hundred Only)
(c)	DATE OF ISSUE OF NOTIFICATION	:	01-09-2010
(d)	DATE OF COMMENCEMENT OF ISSUE OF BIDDING DOCUMENT	: :	06-09-2010 10.30 Hrs IST to 17.00 Hrs IST
(e)	PRE-BID MEETING	:	13-09-2010 ~ 15.00 Hrs IST
(f)	LAST DATE AND TIME FOR SALE OF BIDDING DOCUMENT	:	05-10-2010 ~ 13.00 Hrs IST
(g)	LAST DATE & TIME TO SUBMIT TENDER DOCUMENT	:	06-10-2010 ~ 16.00 Hrs IST
(h)	TIME & DATE OF OPENING OF TECHNICAL BIDS	:	06-10-2010 ~ 16.30 Hrs IST
(i)	PLACE OF OPENING OF BIDS	:	O/o. The Commissioner for Public Instruction New Public Offices, Nrupatunga Road, BANGALORE – 560 001, Karnataka State, INDIA. Ph : 22214350, 22214352 FAX : 22212317 Email : egovstateunit@gmail.com
(j)	ADDRESS FOR COMMUNICATION:		The Commissioner for Public Instruction New Public Offices, Nrupatunga Road, BANGALORE – 560 001, Karnataka State, INDIA. Ph : 22214350, 22214352 FAX : 22212317 Email : egovstateunit@gmail.com

6. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.

7. The Procurement is in four packages for administrative purpose. The number and name of the districts covered under each Package are given under Section XV. Bidders can apply for any number of packages (1 or 2 or 3 or 4). The bid should be submitted along with the bid security for each package, as specified in the bidding document.

8. Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.

9. In the event of the last date specified for bid receipt and opening being declared as a general holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

The Commissioner for Public Instruction,
Bangalore.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Eligible Bidders

1.1 Bidders 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 Bids.

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

2. Cost of Bidding

2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and The Commissioner for Public Instruction, Bangalore, 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 bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document includes:

(a) Instruction to Bidders (ITB) ;
(b) General Conditions of Contract (GCC) ;
(c) Special Conditions of Contract (SCC) ;
(d) Schedule of Requirements;
(e) Technical Specifications;
(f) Qualification Criteria;
(g) Bid Form and Price Schedules;
(h) Bid Security Form;
(i) Contract Form;
(j) Performance Security Form;
(k) Performance Statement;
(l) Manufacturer's Authorization Form and
(m) Capability Statement.

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

4. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the bidding document may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives, not later than 15 days prior to the deadline for submission of bids 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 bidders who have received the bidding documents.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

5.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

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

C. Preparation of Bids

6. Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

7. Documents Comprising the Bid

7.1 The bid prepared by the Bidder shall comprise the following components:

(a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 8, 9 & 10.

(b) Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

(c) Documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) Bid security furnished in accordance with ITB Clause 13.

8. Bid Form

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Bid Prices

9.1 The Bidder shall indicate in the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

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

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), all duties and sales and other taxes already paid or payable .

a. On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(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 delivery of the goods to their final destination;

(iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract and warranty as indicated in GCC Clause 14.

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

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

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder.

11.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Bidder who is an authorized importer and offering to supply goods under the contract which the Bidder did not manufacture but import directly from the manufacturer, the Bidder should be duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India. (the item or items for which manufacturer 's authorisation is required should be specified)

(b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all Bids submitted shall include the following information

(1) The legal status, place of registrations and principal place of business of the Company/firm/Partnership etc.

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

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding document 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 goods ;

(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 six years, following commencement of the use of the goods by the Purchaser;

(c) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and 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 ITB Clause 12.2(c) above, the Bidder shall note that standards for workmanship, material and equipment, and

references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Bid Security

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V - Schedule of Requirements.

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

13.3 The bid security shall be in Indian Rupees and shall be in one of the following forms:

(a) A non-conditional bank guarantee or an irrevocable letter of credit in the name of "The Commissioner for Public Instruction, Karnataka" (Purchaser) issued by a nationalized/scheduled bank located in India.

(b) Be substantially in accordance with one of the form of earnest money deposit included in Section IX 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 ITB Clause 13.7 are invoked;

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

(e) Remain valid for 45 days beyond the validity period of the bid; or beyond any period of extension subsequently requested under ITB clause 14.2

(f) A Demand Draft / Bank Guarantee in the name of "The Commissioner for Public Instruction, Bangalore, Karnataka" (Purchaser).

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

13.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 14.

13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

(a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in case of a successful Bidder, if the Bidder fails:
   (i) to sign the Contract in accordance with ITB Clause 30; or
   (ii) to furnish performance security in accordance with ITB Clause 31.

14. Period of Validity of Bids

14.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 17. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Bidder'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 bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Format and Signing of Bid

15.1 The bidder shall furnish proof / evidence for the qualification criteria by enclosing related documents, certifications, bid security, manufacturers authorization form in case of authorized importer, certified copies of audited financial statements for the past three years, Technical Specification of goods for which bids are submitted and all the relevant documents specified in the bidding documents in a separate sealed cover super scribing **'Technical Bid (Boys Bicycles)'** in the first cover. The Price Schedule, Bid form as per the formats given in the bidding document in another sealed cover separately super scribing **'Commercial Bid (Boys Bicycles)'** (Second Cover). The 'Technical Bids' will be opened on the dates specified in the bidding document in presence of the bidders and the 'Commercial Bids' of the responsive bidders only will be opened in presence of the responsive bidders or their authorized representatives. All the responsive bidders will be intimated in advance, the date & time of opening of the 'Commercial Bids' by speed post, fax or e-mail.

15.2 The Bidder shall prepare & submit two copies of the bid, clearly marking one copy **"Original Bid (Boys Bicycles)"** and another copy as **"Copy Bid (Boys Bicycles)"**, as appropriate. In the event of any discrepancy between them, the original shall govern.

15.3 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

D. Submission of Bids

16 Sealing and Marking of Bids

16.1 The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as **"original (Boys Bicycles)"** and **"copy (Boys Bicycles)"**. He shall then place all the inner envelopes in an outer envelope. The package(s) for which the bid(s) submitted shall also be mentioned on the top right hand corner of the envelop.

16.2 **The inner and outer envelopes shall**:

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

The Commissioner for Public Instruction
New Public Offices
Nrupathunga Road,
Bangalore - 560001

(b) bear the Project Name, the Invitation for Bids(IFB) title and number, and a statement **"Do not open before 16.30 hours on 06-10-2010"**

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

16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

16.5 Telex, cable or facsimile bids will be rejected.

17. Deadline for Submission of Bids

17.1 Bids must be received by the Purchaser at the address specified under ITB Clause 16.2 not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights

and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 17, will be rejected and/or returned unopened to the Bidder.

19. Modification and Withdrawal of Bids

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. 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 bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.7.

E. Bid Opening and Evaluation of Bids

20. Opening of Bids by the Purchaser

20.1 The Purchaser will open all Technical bids, in the presence of Bidders or their authorised representatives who choose to attend, **at 16.30 hours on 06-10-2010** and in the following location:

O/o. The Commissioner for Public Instruction
New Public Offices
Nrupathunga Road,
Bangalore - 560001

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Purchaser will prepare minutes of the bid opening.

21. Clarification of Bids

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

22. Preliminary Examination

22.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Importers, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

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 the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limited 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 bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

23. Evaluation and Comparison of Bids

23.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

23.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid 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 ITB 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 bid;

(c) deviations in payment schedule from that specified in the Special Conditions of Contract;

(d) the availability in India of spare parts and after-sales services for the equipment offered in the bid; and

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

(a) ***Inland Transportation, ex-factory/from port-of-entry, Insurance and Incidentals*:**

(i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 9.2 (iii).
The above costs will be added to the bid price.

(b) ***Delivery Schedule*:**

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month

of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 90 days of stipulated delivery period will be treated as non-responsive.

(ii) In case of delay in the supply of the goods a Late Delivery (LD) charges will be levied in pursuant with GCC clause 22 as penalty.

(c) ***Deviation in Payment Schedule*:**
The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 18 percent per annum. (Commercial Bank rate of interest plus 2%).

24. Contacting the Purchaser

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

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

F. Award of Contract

25. Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.3 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 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 Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

26. Award Criteria

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

27. Purchaser's right to vary Quantities at Time of Award

27.1 The Purchaser reserves the right at the time of Contract award or subsequently to increase or decrease by up to 25 percent the quantity of goods and services originally specified in the Schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

28.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

28.2 The purchaser has the right to award whole quantity to one responsive bidder or award the contract on parts to more number of responsive bidders.

29. Notification of Award

29.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder(s) in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

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

29.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 31, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 13.

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

30. Signing of Contract

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

30.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30.2 or ITB Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

32 Corrupt or Fraudulent Practices

32.1 The Government requires that the Bidders/ Suppliers/ Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy of 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 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;

(b) will reject a proposal for award if it determines that the Bidder 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 Bank-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 Bank-financed contract.

32.2 Furthermore, Bidders 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

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

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

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

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

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

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

(i) "The Supplier" means the individual or firm supplying the Goods and 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. Country of Origin

3.1 The goods supplied under this contract shall confirm 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 standard shall be latest issued by the concerned institution.

4. Use of Contract Documents and Information

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 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. Logo:

6.1 A Logo be affixed on the head crust of the Bi-Cycle as provided by the purchaser with a Slogan "Shikshanave Shakthi" and to adopt "Sarvajnika Shikshana Elaake", "Karnataka Sarkara" on both sides of centre bar of the Boys Bicycle.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and

assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3 The Purchaser shall have right to conduct any test including Crash Test at no cost to the Purchaser.

7.4 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.5 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.6 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.7 Manuals and Drawings

7.7.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

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

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

7.8 The purchaser reserves the right to constitute technical committee to inspect the manufacturing unit to examine the Bi-Cycles. The suppliers should submit relevant certificates issued in respect of their manufacturing unit by the competent authority.

7.9 Acceptance Certificates:

7.9.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of bi-cycle, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is submitted to the office shall be deemed to be the date of receipt of the bi-cycle.

8. Packing

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

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

8.3 Packing Instructions : The Supplier will be required to make separate packages for each Consignee and markings be made at appropriate place.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (Final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

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

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may select to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The supplier shall carry sufficient inventories to assure ex-stock supply of spares for the Goods supplied.

14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered and accepted at the final destination indicated in the Contract, or for 24 months after the date of receipt of goods whichever period concludes earlier. The supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributed to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion either;

(a) make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance test in accordance with SCC4 OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the technical Specifications.

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 "Upon receipt of such notice, the Supplier, within the period specified in SCC, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 7 (Seven) days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14.6 The warranty cost will be 5% of the value of the contract per year, i.e. 10% for two years (out of which 5% should be by way of Bank Guarantee).

15. Payment

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

15.2 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.

15.3 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.

15.4 Payment shall be made in Indian Rupees.

15.5 The warranty cost will be returned back to the supplier after completion of warranty period after deducting the penalty if any, as per the bid document.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be fixed during the performance of the contract.

17. Change Orders

17.1 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.

17.2 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.

18. Contract Amendments

18.1 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 both the parties.

19. Assignment

19.1 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.

20. Subcontracts

20.1 The Supplier shall not subcontract the award in full or partially under this Contract. Sub contract shall be only for bought out items and sub assemblies.

21. Delays in the Supplier's Performance

21.1 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.

21.2 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.

21.3 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 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. In case of delay in the supply of the goods an Liquidated Damages of 1% up to a maximum of 5%, per week of the value of the goods supplied with delay will be charged as penalty.

23. Termination for Default

23.1 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.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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.

24. Force Majeure

24.1 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.

24.2 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.

24.3 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.

25. Termination for Insolvency

25.1 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.

26. Penalty for Quality Deviation:

26.1 Bicycles supplied should meet Technical Specification specified in Tender Document. Purchaser will constitute Technical & Purchase Committee for the purpose of verification of adherence to quality specifications. Method of verification & levy of Penalty will be decided by the Committee. The Committee may levy Penalty up to 10% of cost of the Bicycles supplied. In case of deviations from the specifications are found to be highly unacceptable the purchaser reserves the right to reject the quantity supplied and ask for replacement.

27. Termination for Convenience

27.1 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.

27.2 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.

28. Resolution of Disputes

28.1 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.

28.2 If, after thirty (30) days the parties fail to resolve their dispute or difference by such consultations, 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.

28.2.1 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.

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

28.3 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 money due to the supplier.

29. Limitation of Liability

29.1 Except in case 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 profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damage to the purchaser; and 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 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.

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

33 Taxes and Duties

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

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. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is **Commissioner for public Instruction, New public offices, Nrupathunga Road, Bangalore-1**

(b) The Supplier is _____ (to be filled at the time of signing contract)

2. Inspection and Tests (GCC Clause 7)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

(i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate.

(ii) The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of bicycle should occur. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% or the duration of test period shall be considered as satisfactory.

(iii) In the event of the Bi-Cycle failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

3. Delivery and Documents (GCC Clause 9)

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

(i) Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
(ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
(iii) Insurance Certificate;
(iv) Manufacturer's/Supplier's warranty certificate;
(v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
(vi) Certificate of Origin.

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

4. Incidental Services (GCC Clause 12)

The following services shall be furnished and the cost shall be included in the contract price:

a. Performance of the on-site assembly and supply of the equipment.

b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.

5. Payment (GCC Clause 15)

Payment for Goods and Services shall be made in Indian Rupees as follows:

(i) ***On Delivery***: 90% (Ninety) of the Contract Price (excluding warranty & quality deviation cost) shall be paid on receipt of goods and upon submission of Acceptance Certificate issued by Purchaser's representative.
(ii) ***On Final Acceptance***: Out of the remaining 10% (Ten) of the Contract Price, half of this amount shall be released immediately after completion of Quality Verification, and after deducting penalty/costs if any, and the remaining half of the amount will be kept as warranty cost. i.e. out of the total 10% of warranty cost, 50% will be released after quality check and after deducting penalty/costs, if any. The balance 50% of warranty cost will be released after deducting penalty/costs, if any, on completion of one year.
(iii) In addition, the supplier shall furnish a Bank Guarantee for 5% (five percent) of the total contract price having validity for 2 years excluding the period of supply. This Bank Guarantee will be released on completion of 2 years of warranty period.

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to clause 27.2.2 shall be as follows;

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such

dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of 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.

7. Notices (Clause 31)

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

The Commissioner for Public Instruction
New Public Offices
Nrupathunga Road,
Bangalore - 560001

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

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing to the Purchaser as under
- Quantity offered for inspection and date
- Quantity accepted/rejected by inspection agency and date
- Quantity dispatched/delivered to consignees and date
- Quantity where incidental serviced have been satisfactorily completed with date,
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire contract including services if any, and
- Date of receipt of entire payment under the contract.

9. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of

defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. Supplier Integrity:

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

11. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

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

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

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

13. Hardware Installation:

The Supplier is responsible for all unpacking, assemblies, fixing the hardware at the user site (Schools). The Supplier will test all Bi-Cycles and accomplish all adjustments necessary for successful and continuous operation of the bicycles at all the delivery sites.

14. Technical Documentation:

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

SECTION :V : SCHEDULE OF REQUIREMENTS

Delivery Schedule :

Supply to start With in 15 days on receipt of acceptance letter and complete within 90 days

Bid Security :

1. For Package 1 : ₹. 40.25 lakhs
2. For Package 2 : ₹. 33.00 lakhs
3. For Package 3 : ₹. 47.75 lakhs
4. For Package 4 : ₹. 30.00 lakhs

SUPPLY: At School level

Location, Item and Quantity of Supply

(List of schools with number of children will be provided by the concerned taluk BEO's)

Sl. No.	Districts	Total
1	Bangalore North	1231
2	Bangalore Rural	4658
3	Bangalore South	2845
4	Chikkaballapura	7291
5	Chitradurga	11670
6	Davanagere	10001
7	Kolar	7617
8	Madhugiri	7079
9	Ramanagara	5688
10	Shimoga	10613
11	Tumkur	11779
	Package 1 Total	**80472**
12	Chamarajanagar	5698
13	Chikkamagalur	7069
14	Dakshina Kannada	11150
15	Hassan	10675
16	Kodagu	3161
17	Mandya	9904
18	Mysore	11521
19	Udupi	6456
	Package 2 Total	**65634**

Sl. No.	Districts	Total
20	Bagalkot	12527
21	Belgaum	12571
22	Belgaum North	19584
23	Bijapur	16083
24	Dharwad	6259
25	Gadag	6913
26	Haveri	11140
27	Uttara Kannada	5073
28	Sirsi	5098
	Package 3 Total	**95248**
29	Bellary	11793
30	Bidar	10092
31	Gulbarga	12347
32	Koppal	8938
33	Raichur	10675
34	Yadgir	5820
	Package 4 Total	**59665**
	Grand Total	**301019**

SECTION VI - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR BOYS BICYCLE

Schedule-I

1	Standard	-	The Boy's Bicycle should conform to India Standard of IS 10613 -2004 with hand operated lever brake system.4.1(a)
2	Colour	-	GREEN
3	Frame	-	As per IS 623-1963
4	Dimension of seat tube	-	IS-34040-1966
	a) Outside diameter of seat tube	-	28.6 mm
	b) Thickness of seat tube	-	1.63 mm
5	Saddle	-	PVC Saddle
6	Gear Bell	-	Chromium Plated Steel Gear Bell
7	Lock	-	7 Lever Metallic Lock
8	Centre stand	-	Centre stand with lock
9	Gear Case	-	Full Gear Case on Both sides
10	Carrier	-	Black painted with 4 putty Carrier
11	Tyre	-	26 x 1 ½″ – 7 ply
12	Rim	-	26 x 1 ½″
13	Thickness of the Rim	-	As per IS 624 : 1991 specification
14	Size	-	20″ with seat adjustable up to 1 ½″

STANDARD ACCESSORIES

Boys Bi-Cycles of 20" size for use by Age Group 13 years and above. Green Colour – Frame as per IS : 10613 – 2004 with all accessories which are necessary for the satisfactory and efficient operation of the Bi-Cycle, with PVC Saddle Chromium Plate Steel Gear Bell, 7 Levers Metallic lock, Black Painted 4 putty Carrier, Full Gear Case on both sides 26″ X 1 ½″ 7 ply tyre and 26″ X 1 ½″ rim with IS 624 : 1991 specification shall be supplied by the supplier irrespective of the fact whether or not such minor accessories are specifically indicated in the Tender Document or Purchase Order.

SECTION VII

(Referred to in Clause 11.2 (b) of ITB Bid Data Sheet)

QUALIFICATION REQUIREMENTS

1.

i. The bidder should be a manufacturer of Bi-Cycle with ISO 9001 certified, who must have manufactured, tested and supplied -Bi-Cycles similar to the type specified in the 'schedule of requirements.

ii. Should have the minimum installed production capacity of 50000 Bi-Cycles per month.

iii. Should have supplied a minimum of 300% of the quantity in the past 3 years, for which bids are submitted under package(s) as per schedule VI.

iv. More than Indian ₹.100 Crores Average Annual Turn–over from manufacturing and sales of Bi-Cycles in the past three years.

2. The bidder should furnish the information on all past supplies and satisfactory performance, in proforma under Section XII.

3. All bids submitted shall also include the following information

(i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.

(ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required bi-cycles within the specified time of completion after meeting all their current commitments, in the pro-forma given under section XIV.

(iii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.

(iv) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.

(v) The bidder should submit the undertaking that the firm is not blacklisted by any Govt./Quasi- Government.

SECTION VIII: BID FORM

Date:.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda No's..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Goods and Services)* in conformity with the said bidding documents for the sum of..... *(Total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% (five percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of..... *(Number)* days after the date fixed for bid opening under Clause 22 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Rupees	Purpose of Commission or gratuity

(if none, state "none").

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ..... 20.....

_____

_____

(Signature) (in the capacity of)

Duly authorized to sign Bid for and on behalf of

_____

PRICE SCHEDULE

Sl. No.	Item / specifications	Qty. and Unit	Ex-Factory/ex-warehouse/ex-showroom/off the shelf	inland transport, insurance and other local costs incidental to delivery	Sales and other Taxes payable if contract awarded	Unit Price (4+5+6)	Total Price 3 x 7
1	2	3	4	5	6	7	8
1	Package - I Package - II Package - III Package - IV						
	Total						

Note :

i) Conditional discounts will not be considered for evaluation.

ii) In case of discrepancy between unit price & total price, unit price shall prevail.

Total Bid price in Words.....

Place:

Date:

Signature:

Name:

Business Address:

SECTION IX: BID SECURITY FORM

Whereas .....[1] *(hereinafter called "the Bidder")* has submitted its bid dated..... *(Date of submission of bid)* for the supply of ..... *(Name and/or description of the goods)* (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... *(Name of bank)* of..... (Name of country), having our registered office at..... *(Address of bank)* (Hereinafter called "the Bank"), are bound unto..... *(name of Purchaser)* (Hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity,

   (a) fails or refuses to execute the Contract Form if required; or

   (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders,

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

SECTION X: CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20….. Between..... *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter "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 bid 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 Bid Form and the Price Schedule submitted by the Bidder;

   (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:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and 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 XI. PERFORMANCE SECURITY 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:.....
.....
.....

SECTION XII

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Performa for Performance Statement for the last three years

IFB No..... Date of Opening..... Time..... Hours.....

Name of the Firm: .....

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per Contract/ Actual	Remarks indicating reasons for late delivery if any	Has the goods/equipment been satisfactorily functioning. (Attach a Certificate from the purchaser)
1	2	3	4	5	6	7

Signature and Seal of the Bidder: .....

SECTION XIII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated

To

Dear Sir:

Bid Reference : No.: PL-10/F.BI-CY-PROJ-1/2010-11 Dated 01-09-2010

We _____ who are established and reputable manufacturers of _____ *(name and descriptions of goods offered)* having factories at _____ (*address of factory)* do hereby authorize M/s *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above Bid referred above.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this bid.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

SECTION XIV
CAPABILITY STATEMENT

1. Name & Address of the Tenderer Phone:

2. Classifications
   1. Manufacturer
   2. Authorised Importer

3. Plant:
   a. Location
   b. Description, Type & size of building
   c. Is property on lease or free hold? If on lease indicate date of expiry of lease in such case

4. Type of equipment manufactured and supplied during last 2 years.

Name of equipment	Capacity/Size	Nos. manufactured	Nos. of orders on hand

5. Types of equipments supplied during last 2 years other than those covered under 4 above.

Name of equipment	Capacity size and model	Name of Manufacturer	Total Nos. supplied in India	No. of orders on hand

6. Turnover for similar equipments sold in last two years.

7. Details of Testing facilities available
   a. List testing equipment available
   b. Give details of tests which can be carried out on items offered
   c. Details of the testing organization available.

8. Personnel organization:
   Give organization chart for following indicating clearly the No. of employers at various levels.
   1. Quality assurance
   2. Production
   3. Marketing
   4. Service
   5. Spare parts
   6. Administrative

9. Names of two buyers to whom similar equipment was supplied in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability.

   1. _____
   2. _____

SECTION XV

Names of Education Districts:

Sl.No	Bangalore Division Package - I	Mysore Division Package - II	Belgaum Division Package - III	Gulbarga Division Package - IV
1	Bangalore North	Chamarajanagar	Bagalkot	Bellary
2	Bangalore South	Chikmagalur	Belgaum	Bidar
3	Bangalore Rural	Dakshina Kannada	Chikkodi	Gulbarga
4	Chickballapura	Hassan	Bijapur	Koppal
5	Chitradurga	Kodagu	Dharwad	Raichur
6	Davanagere	Mandya	Gadag	Yadgiri
7	Kolar	Mysore	Haveri	
8	Madhugiri	Udupi	Uttara Kannada	
9	Ramanagara		Sirsi	
10	Shimoga			
11	Tumkur			