

GOVERNMENT OF KARNATAKA

DEPARTMENT OF PUBLIC INSTRUCTION

TENDER DOCUMENT

Procurement of Uniform cloth material to class 1 to 10 boys and 1 to 7 girls studying in Govt. Schools of Mysore Division, Belagavi division, Bengaluru Division, one district of Klaburagi Division and Chudidar material to Girls studying in class-8 to 10 in all Government schools of Karnataka during 2021-22

E-Procurement Tender Document

(To be used for furnishing bids by the eligible firms)

Address for communication:

Director, Primary Education
Office of the Commissioner for Public Instruction, New Public Offices, Nrupathunga Road,
Bengaluru – 560 001

Website: www.schooleducation.kar.nic.in

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DEPARTMENT OF PUBLIC INSTRUCTIONS
OFFICE OF THE COMMISSIONER, NEW PUBLIC OFFICES, NRUPATHUNGA ROAD,
BENGALURU

Introduction

The State Government of Karnataka is implementing free uniform distribution scheme to achieve the three dimensions Retention, Equity and Quality of universalization of elementary education. The scheme also promotes better participation of children in school education.

The State Government is providing second set of Uniform cloth material to Class 1 to 10 boys and 1 to 7 girl students studying in Govt. Schools of 8 districts of Mysore Division, **9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri** and Chudidar material to Girls students studying in class-8th to 10th in all Government schools for the year 2021-22 through e - tender.

Details of the uniform cloth to be supplied

1. Light Blue Polyester Viscose Shirt material and Navy Blue Polyester Cotton Half Pant for Boys studying in class 1 to 7 Std In 8 districts of Mysore Division, **9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri**
2. Light Blue Polyester Viscose Shirt material and Navy Blue Polyester Cotton Pant for Boys studying in class 8 to 10 in 8 districts of Mysore Division, **9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri**
3. Light Blue Polyester Viscose Shirt material and Navy Blue 2/40s Polyester viscose Skirt material for Girls studying in class 1 to 7 in 8 districts of Mysore Division, **9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri**
4. Supply of chudi-dar (top-combination of 5 colours, will be displayed in pre-bid meeting, bottom- dark olive green, dupatta- dark olive green) for Girls studying in class 8 to 10 Standard In all Government schools of the State.
5. **Approximate value of the goods in Indian Rupees for Package -1 is Rs.18,50,00,000/-, Package 2 is Rs.19,00,00,000/- and Package-3 is Rs.17,25,00,000/-.**

Approximate required quantity of cloths in meters:

Package -01

SI No	Material	Required Quantity of cloth in meters
1	Polyester Viscose Shirting	1577117
2	Polyester Cotton Suiting	448328
3	2/40s Polyester Viscose Skirt material	759860
4	chudidar top	304070
5	chudidar bottom	277054
6	chudidar dupatta	266899
Total		3633328

Package -02

SI No	Material	Required Quantity of cloth in meters
1	Polyester Viscose Shirting	1608709
2	Polyester Cotton Suiting	444631
3	2/40s Polyester Viscose Skirt material	801973
4	chudidar top	309689
5	chudidar bottom	282652
6	chudidar dupatta	271593
Total		3719247

Package -03

SI No	Material	Required Quantity of cloth in meters
1	Polyester Viscose Shirting	1073531
2	Polyester Cotton Suiting	324339
3	2/40s Polyester Viscose Skirt material	486997
4	chudidar top	599880
5	chudidar bottom	546630
6	chudidar dupatta	526525
Total		3557902

Details of class wise measurement of uniform cloth to be supplied:

Classes	Items	Measurement in running meters	Width
I & II	Boys - Half Pant	0.50 mtrs	54"
	Boys - Shirt	1.10 mtrs	36"
	Girls – Skirt	1.20 mtrs	36"
	Girls – Shirt	1.10 mtrs	36"
III & IV	Boys - Half Pant	0.55 mtrs	54"
	Boys - Shirt	1.20 mtrs	36"
	Girls – Skirt	1.40 mtrs	36"
	Girls – Shirt	1.20 mtrs	36"
V to VII	Boys - Half Pant	0.60 mtrs	54"
	Boys - Shirt	1.40 mtrs	36"
8 to 10th Std	Boys - Shirt	2.00 mtrs	36"
	Boys – Pant	1.20 mtrs	54"
V to VII	Girls – Shirt	1.50 mtrs	36"
	Girls – Skirt	1.75 mtrs	36"
8th Std Chudidar	Girls – top	2.10mtrs	36"
	Girls – bottom	2.00mtrs	36"
	Girls- Dupatta	1.80mtrs	36"
9 & 10th Std Chudidar	Girls – top	2.25mtrs	36"
	Girls – bottom	2.00mtrs	36"
	Girls-dupatta	2.00mtrs	36"

NOTICE INVITING TENDERS

The Director, Primary Education, office of the Commissioner for Public Instructions, Nrupatunga Road, Bengaluru-1, hereby invites tender in two cover system (Technical and Commercial Bids) as per KTPP Act 1999, from the registered and eligible companies for supply of Uniform cloth material to class 1 to 10 boys and 1 to 7 girls studying in Govt. Schools of 8 districts of Mysore Division, **9 Districts of Belagavi Division and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri** and Chudidar material to Girls students studying in class- 8 to 10 in all Government schools of the State 2021-22 through e-procurement portal of Government of Karnataka (<https://eproc.karnataka.gov.in>). The prospective manufacturers willing to participate in this tender shall necessarily register themselves with the above mentioned e-procurement portal.

Tender Schedule

DATA SHEET

1	Tender Reference	CPE(2)/UF-2 ND SET-21/2021-22
2	Date of commencement of Tender	18.01.2022
3	Pre bid meeting	31.01.2022 11:30 AM
4	Last date and time for submission of tender	17.02.2022 05:30 PM
5	Date & Time of opening of Technical Bid	19.02.2022
6	Date & Time of opening of Commercial Bid	On or After 24.02.2022
7	Venue of opening of tenders & address for communication	Office of the Commissioner for Public Instruction, Nrupatunga road, Bengaluru-560001

Interested and eligible bidders may submit their bids through e-procurement process only.

SECTION I

INVITATION FOR TENDER (IFT)

IFT NO:CPE(2)/UF-Second Set-21/2021-22

Date :17.01.2022

1. The Director, Primary Education, Karnataka, hereby invites tender online bids in two cover system (Technical and Commercial Bids) as per KTPP Act1999, for “Uniform cloth material to class 1 to 10 boys and 1 to 7 girls studying in Govt. Schools of 8 districts of Mysore Division, **9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri** and Chudidar material to Girls students studying in class- 8 to 10 in all Government schools of State during 2021-22.”
2. The Directorate having its office at Office of the Commissioner for Public Instructions, New Public Offices, Nrupathunga Road, Bengaluru – 560001, Karnataka has been mandated by the Government of Karnataka to procure Uniform cloth material to class 1 to 10 boys and 1 to 7 girls studying in Govt. Schools of 8 districts of Mysore Division, **9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri** and Chudidar material to Girls students studying in class- 8 to 10 in all Government schools of State during 2021-22.
3. In terms thereof, Director, Primary Education, Karnataka, hereby invites bids through ‘e-tendering’ from eligible and qualified Manufacturers for “Uniform cloth material to class 1 to 10 boys and 1 to 7 girls studying in Govt. Schools of 8 districts of Mysore Division, **9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri** and Chudidar material to Girls students studying in class- 8 to 10 in all Government schools of State during 2021-22” at different locations across the State of Karnataka in a single stage bid. The bids are invited in three separate packages.

Sl.No	Packages	Details
01	Package-1(P1)	Supply of uniform cloth material to class 1 to 10 boys and girls studying in Govt. Schools of 11 Districts of Bengaluru division and 1 district of Belgaum Division i.e Belgaum .
02	Package-2(P2)	Supply of uniform cloth material to class to 10 boys and girls studying in Govt. Schools of 8 Districts of Belgaum Division i.e Chikkodi, Bagalkote, Vijayapura, Dharwad, Gada, Haveri, Uttara Kannada, Sirsi.
03	Package-3(P3)	Supply of uniform cloth material to class 1 to 10 boys and girls studying in Govt. Schools of 8 Districts of Mysore division and 1 district of Kalburgi Division i.e Yadgiri and Chudi-dar cloth material class 8 to 10 girl students of 5 districts Kalburgi Division i.e Kalaburagi, Bellary, Koppala, Rayachur and Bidar.

Single tender is being floated for all 3 packages. The complete tender will comprise of the Technical Bid and the Financial Bid. A bidder can participate in maximum two packages. Any bidder who intends to participate in one or two packages shall submit only one Technical Bid through 'e-tendering' while the Financial Bid will have to be submitted in the e-procurement portal in respect of one or two Packages, depending on the number of Packages a bidder is eligible for.

4. The Bidders should submit tenders through e-Procurement portal for the above mentioned goods. Bidders are advised to note the pre-qualification criteria specified in Section VII to qualify for award of the contract.
5. Tender documents may be downloaded from <https://www.eproc.karnataka.gov.in>. The bidders will be required to register themselves with 'Center for e-Governance (CeG)' to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <https://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from CeG. Necessary details on e-procurement could also be obtained over telephone 080-23010900/01, 080-38013000 or through email: hphelpdesk.blr@intarvo.com
6. The Earnest Money Deposit (EMD) as specified in the Data Sheet shall be paid through any of the following e-payment modes.
 - a. Credit card
 - b. Direct debit (ICICI bank holders only)
 - c. National Electronic Fund Transfer (NEFT)
 - d. Remittance over the ICICI Bank counters using OTC challan anywhere in India.The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank
7. Technical bids will be opened on the Date and Time specified in the Data Sheet, in the presence of the bidders' authorized representative who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
8. The words Tender & Bid, Commercial & Financial, Goods & Equipment are used interchangeably throughout this document
9. Other details can be seen in the tender document

SECTION II

INSTRUCTIONS TO BIDDERS

Table of Clauses

Cl. No.	Topic Name	Page No.
A. INTRODUCTION		
1.	Eligible Bidders	8
2	Cost of Tendering	9
B. TENDER DOCUMENTS		
3	Contents of Tender Documents	9
4	Clarification of Tender Documents	10
5	Amendment of Tender Documents	10
C. PREPARATION OF TENDERS		
6.	Language of Tender	11
7.	Documents Comprising the Tender	11
8.	Tender Form	12
9.	Tender Prices	12
10.	Tender Currency	12
11.	Documents establishing Bidder's eligibility, qualifications and conformity to tender conditions	12
12.	Documents establishing goods' eligibility and conformity to tender conditions	13
13.	Earnest Money Deposit	13
14.	Period of validity of Tenders	14
15	Format and signing of Tender	14
D. SUBMISSION OF TENDERS		
16.	Sealing and marking of tenders	15
17.	Deadline for submission of Tenders	15
18.	Late Tenders	15
19.	Modification and withdrawal of Tenders	15
E. TENDER OPENING AND EVALUATION OF TENDERS		
20.	Opening of Tenders by the Purchaser	15
21	Clarification of Tender	16
22.	Preliminary Examination	16
23.	Evaluation and comparison of Tenders	17
24.	Contacting the Purchaser	17
F. AWARD OF CONTRACT		
25.	Post qualification	18
26.	Award criteria	18
27.	Purchaser's right to vary quantities at time of award	19
28.	Purchaser's right to accept the Tender and to reject any or all Tenders	19
29.	Notification of Award	19
30.	Signing of Contract	20
31.	Performance Security	20
32	Corrupt and fraudulent practices	20

SECTION – II: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1 Eligible Bidders

- 1.1 The Bidder must be a manufacturer/individual/partnership/HUF, having their own in house facility for spinning, weaving and processing located in India under one Unit.
- 1.2 The bidder must have Copy of License / IEM /SSI certificate / UDYOG Aadhaar revealing the manufacturing activities of the respective mills in a unit / location.
- 1.3 The bidder participating in two Packages should have production capacity i.e weaving not less than one lakh meters/day and the bidder participating in one Packages should have production capacity i.e weaving not less than Fifty thousand meters/day and should produce certificates issued by Ministry of Textiles / Ministry of commerce and Industries (like SIA..), Govt of India/ Any Relevant Document Issued by Concerned State Govt.
- 1.4 The bidder should have ISO 9001 issued by competent authority/agency.
- 1.5 The bidder should have Annual Turnover twice the approximate value of the goods for the package/packages participating as detailed below in any one of the last three financial years (2018-19, 2019-20 and 2020-21)

Sl.No	Package	Turnover
01	Package-1	37 crore
02	Package-2	38 Crore
03	Package-3	34.5 Crore

- 1.6 The bidder should have positive net worth in each of the last 3 audited financial years ending March 2021/ last three financial years
- 1.7 The bidder should have executed similar work (in a single work order) in any one year during the past three years for the package for which he is bidding. Minimum 80% of the similar required quantity of goods like Suiting, Shirting & 2/40s P.V.Cloth or similar uniform cloths needs to be Satisfactory supplied to the Government / Quasi Government / Public sector under taking companies/ any other agencies. Copy of purchase orders and satisfactory delivery certificates must be enclosed.
- 1.8 Sale to own dealer/distributor or sister concerns will not be entertained under this clause (Copy of Purchase Orders to be enclosed).
- 1.9 Bidders must have adequate facility to ensure quantity and quality of supply (List of available machinery should be enclosed)
- 1.10 The bidder should not have been blacklisted by any State Government / Central Government / or any State / Central PSU / Autonomous bodies

- 1.11 The bidder should submit valid documentary proof of GST registration number and the details of income tax registration.
- 1.12 The bidder should submit IT returns details of last three financial years (2018-19,2019-20 and 2020-21) along with IT registration certificate and PAN number.
- 1.13 The bidder should produce Pollution Control Certificate granted by the Pollution Control Board for all the units / locations.
- 1.14 The bidder should produce the self attested report of employees working in the manufacturing unit for the past year.
- 1.15 Bidder should submit sample of uniform cloths on or before opening of Technical bids, each sample not less than 03.00 meters. (P.V.Shirting, P.C.Suiting, 2/40s P.V.Skirting, Chudidar Top, Bottom & Duppatta) The samples must be sealed and signed by the laboratory. The bidder should upload the report of all the submitted samples of uniform items in their technical bid covering all the parameters of the specification. Test reports of samples must not have been earlier to one month to the date of publishing of this RFP.

2 Cost of Tendering

- 2.1 The bidder shall bear all the costs associated with the preparation and submission of its tender. The Director, Primary Education, herein after referred to as the 'Purchaser', will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the tender process.
- 2.2 The bidder may visit and examine the sites (Blocks) to have clarity of situation where the Uniforms will have to be supplied. Failure of a bidder to make a site visit will not be a cause for its disqualification.

B. TENDER DOCUMENTS

3 Contents of Tender Documents

- 3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - i. Instructions to Bidders (ITT)- Section II
 - ii. General Conditions of contract - Section III
 - iii. Special Conditions of contract-Section IV
 - iv. Technical Specifications- Section V
 - v. Schedule of Requirements - Section VI
 - vi. Qualification criteria - Section VII
 - vii. Tender Form – Section VIII
 - viii. Technical Bid – Section VIII-A
 - ix. Financial Bid- Section VIII-B
 - x. Contract Form - Section IX
 - xi. Performance Security Form - Section X

- xii. Division wise Districts list - Annexure I
- xiii. Delivery Report – Annexure II
- xiv. Stock Certificate Report – Annexure III

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required in this tender documents or a tender not substantially responsive to this tender document will be categorically rejected.

4 Clarification of Tender documents

- 4.1 A prospective bidder requiring any clarification of the tender documents may notify the purchaser in writing at the purchaser's mailing address indicated in the invitation for tenders.
- 4.2 The purchaser shall respond in writing and upload the clarifications on the e-procurement portal for all the queries received before the time of queries as mentioned in data sheet.

5 Amendment of Tender Documents

- 5.1 At any time prior to the last date for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal. No individual communication will be made in this regard by the purchaser.
- 5.2 In order to allow prospective bidders reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the last date for the submission of tenders and issue corrigendum on e-procurement portal.
- 5.3 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be uploaded on the e-procurement portal. Addenda will be binding on the bidders. It will be assumed that the amendments contained in such Addenda will have been taken into account by the bidder in its bid. It will be the bidder's responsibility to check the e-procurement portal for any amendment/addenda on the bidding documents, before submitting the bid. All amendments and addenda will be treated as part of Tender Document.
- 5.4 Bidders requiring specific points of clarification may communicate with Director, Primary Education during the specified period using the following format:

<<Name & Address>>			
Bidder's request for clarification			
Name of organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
			Fax:
			Email:
S. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	Points of clarification required.
1			
2...			

C. PREPARATION OF TENDERS

6 Language of Tender

6.1 The tender prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Purchaser, shall be written in English/Kannada language. Supportive 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 English language in which case, for purposes of interpretation of the tender, the translation shall govern.

7 Documents comprising the Tender

- 7.1 The tender prepared by the bidder shall comprise the following components:
- A tender form and a price schedule completed in accordance with ITT Clauses 8,9 and 10
 - Documentary evidence established in accordance with ITT Clause 11 that the bidder is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - Documentary evidence established in accordance with ITT Clause 12 that the goods to be supplied by the bidder conform to the tender documents; and
 - Earnest Money Deposit (EMD) furnished in accordance with ITT Clause 13.

8 Tender Form

- 8.1 The bidder shall complete the tender form and the price schedule, furnished in the tender documents, indicating the goods to be delivered, country of origin, quantity and prices.

9 Tender Prices

- 9.1 The bidder shall indicate the unit price of uniform material and total tender price of entire quantity on the price schedule that shall be inclusive of all taxes, transportation of the goods, warranty requirements and quality charges.
- 9.2 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 tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.
- 9.3 Any increase statutory levies will be compensated by the purchaser, similarly any reduction shall be to the credit of purchaser.

10 Tender Currency

- 10.1 Prices shall be quoted in Indian Rupees (INR) only.

11 Documents Establishing Bidder's Eligibility and Conformity to Tender Documents

- 11.1 Pursuant to ITT Clause 7, the bidder shall furnish, as part of its tender, documents establishing the bidders eligibility to the tender and its qualifications to perform the contract if its tender is accepted.
- 11.2 The documentary evidence of the bidders qualifications to perform the contract if its tender is accepted shall establish to purchaser's satisfaction :
- a. That the bidder is a registered firm and is a manufacturer having their own in house facility for spinning, weaving and processing located in India having appropriate licenses.
 - 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 the tenders submitted shall include the following information
 - i. Registration details and principal place of business of the company or firm
 - ii. Details of experience and past performance of the bidder on manufacture of uniform offered and on those of similar nature within the past 3 years and

details of current contracts in hand and other commitments (Suggested proforma given in Section VIII A – Form T5).

12 Documents establishing goods eligibility and conformity to tender documents

- 12.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its tender documents, establishing the eligibility and conformity to the tender documents of all goods and services, which the bidder proposes to supply under the contract.
- 12.2 The documentary evidences of conformity of the goods and services to the tender documents may be in the form of literature, drawing and data, and shall consist of-
- a. A detailed description of the essential technical and performance characteristics of goods.
 - b. An item by item comments on the purchasers' technical specifications demonstrating substantial responsiveness of the goods or a statement of deviation and expectations to the provisions of the technical specifications

13 Earnest Money Deposit

- 13.1 Pursuant to IFT Clause 4, The Earnest Money Deposit (EMD) shall be credited to the account of Centre for e-governance (CeG).
- 13.2 The Bidder shall transfer EMD as specified in the Data Sheet to CeG as per the amount stipulated for each package
- 13.3 The EMD shall be denominated in Indian Rupees only and shall :
- a) Be substantially in accordance with one of the forms of earnest money deposit included as per IFT clause 4, or other form approved by the purchaser prior to tender submission.
 - b) Be payable promptly upon written demand by the purchaser in case of any of the conditions listed ITT clause 13.7 are evoked
 - c) be submitted in original form; copies will not be accepted and
 - d) remain valid for a period of 90 days beyond the original validity period of tenders or beyond any period of extension subsequently requested under ITT Clause 14.2
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above (unless the category of bidder has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22

- 13.5 Unsuccessful Bidder's tender securities will be discharged/ returned as promptly as possible, not later than 30 days after the expiration of the period of tender validity prescribed by the purchaser, pursuant to ITT Clause 14
- 13.6 The successful Bidder's earnest money deposit will be discharged upon the bidder signing the contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.
- 13.7 The earnest money deposit may be forfeited:
- a) if a Bidder
 - i) Withdraws tender during the period of tender validity specified by the Bidder 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 Bidder, if the Bidder fails:
 - i) to sign the Contract in accordance with ITT Clause 30; or
 - ii) to furnish performance security in accordance with ITT Clause 31

14 Period of Validity of Tenders

- 14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be required nor permitted to modify its tender.

15 Format and Signing of Tender

- 15.1 Eligible bidder shall upload all the documents required for this bid, in e-procurement portal and submit and sign using digital key.

D. SUBMISSION OF TENDERS

16 Submission of Tenders

- 16.1 All bidders should submit their tenders through e-procurement portal only

16.2 Telex, Cable or facsimile tenders will be rejected

16.3 Tender should be submitted

- i. Tender form as per Section VIII
- ii. Technical bid as per section VIIIA(along with qualification criteria as per section VII)
- iii. Financial bid as per section VIII-B

17 Deadline for Submission of Tenders

17.1 Tenders must be uploaded and signed as specified under ITT Clause 16 no later than the time and date specified in the Data Sheet. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT 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 last date as extended.

18 Late Tenders

18.1 E-procurement web-portal will not be accessible after the last date of tender submission and hence no late submission is possible and allowed.

19 Modification and withdrawal of Tenders

19.1 The Bidder may modify or withdraw its tender after the tender submission, for any number of times before the last date for the submission of bids with no extra cost on the e-procurement portal.

19.2 No tender may be modified subsequent to the last date for submission of tenders.

19.3 No tender is allowed for withdrawal in the interval between the last date for submission of tenders and the expiration of the period of tender validity specified by the Bidder on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Bidder's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. TENDER OPENING AND EVALUATION OF TENDERS

20 Opening of Tenders by the Purchaser

- 20.1 The Purchaser will open all technical bids submitted through e-procurement portal in the presence of Bidder's representatives who choose to attend, on the date and time specified in the Data Sheet at the Office of the Commissioner for Public Instructions, Nrupathunga Road, Bengaluru-560001.
- 20.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.
- 20.3 The Bidders names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 20.4 The Purchaser will prepare minutes of the technical bid evaluation and publish the same in e-procurement portal.

21 Clarification of tenders

- 21.1 During evaluation of tender, the purchaser may, as its discretion, ask the bidder for clarification of its tender. The request for clarification and response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22 Preliminary Examination

- 22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms

and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC clause 14), Force Majeure(GCC clause 24),Limitation of Liability(GCC clause 28), Applicable Law (GCC Clause 30) and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

22.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfil the eligibility criteria, the purchaser may call for additional documents from some or all the bidders.

23 Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22. No tender will be considered if the complete requirements covered are not included in the tender.

23.2 The purchaser`s evaluation of a tender will include and not take into account:

- a) In 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.

24 Contacting the purchaser

24.1 Subject to ITT clause 21, no bidder shall contact the purchaser on any matter relating to the tender, from the time of tender opening to the time 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 the bidder to influence the purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of bidder`s tender

F.AWARD OF CONTRACT

25 Post qualification

- 25.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 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 ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

26 Award Criteria

- 26.1 Subject to ITT Clause 28, the Purchaser will award the contract to the successful Bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 26.2 Bidder in each package will be selected based on the lowest quoted rate with a provision of not more than 2 packages to a bidder who qualify in their capability and have complied with other eligibility criteria.
- 26.3 The purchaser holds the right to match the lowest bid of one of the package with others packages as well.
- 26.4 If there is no rate received for any of the packages, the same may be awarded to the bidder who have been awarded one of the bids and to match the rates with the awarded bid or may be awarded to the technically eligible bidder who have not been awarded any package but who agree to carry out the work by matching the rate of another package/packages.
- 26.5 If any of the L1 bidder/s back out from executing the work, action will be initiated as per GCC clause 28 and the subsequent lowest bidder will be invited for the supply at the L1 rate and so on. If at the end, no qualified bidder is willing or is available to match the price of the (P1)(P2)/L1 bidder, then the purchaser may at its discretion, call for a fresh tender only with respect to the said package.

26.6 In the event, the Financial Bids of 2 (two) or more bidders in a particular package, who are qualified and whose Technical Bids are at par, are the same (the “tie bidders”), the Purchaser shall at its discretion:

(a) Either hold an *inter se* auction amongst such tie bidders on E-procurement portal to quote further lower bids and shall declare such of them who has offered the lowest bid in such auction to be the Selected Bidder. Bidders’ representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event, a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a lower bid than that already offered in its Financial Bid. In the event the lowest bidder withdraws or is not declared as the Selected Bidder, the Purchaser may invite fresh bids for the package; or

(b) Split the package between all the L1 bidders at the L1 price in equal quantities; or

(c) Invite fresh bids, without holding any *inter se* auction amongst such tie bidders or splitting the package in question.

26.7 Further, in any given point of time if the lowest (L1) bidder steps down/fails to implement the project, actions will be initiated as per ITT Clause 13.7

27 Purchaser's right to vary quantities at time of Award

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

28 Purchaser's Right to accept any Tender and to reject any or all Tenders

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 bidders.

29 Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful bidder in writing by registered post or e-mail, that its tender 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 ITT Clause 31, the Purchaser will discharge its earnest money deposit of unsuccessful bidders, pursuant to ITT Clause 13.5

29.4 If, after notification of award, a Bidder 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 Bidder.

30 Signing of Contract

30.1 At the same time as the Purchaser notifies the successful bidder that its tender has been accepted, the Purchaser will send the Bidder the contract form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 07 days of receipt of the contract form, the successful Bidder shall enter into an agreement with the Purchaser on Rs.500/- Stamp Paper (being First party as Purchaser & Second party as Supplier) and return to the Purchaser.

31 Performance Security

31.1 Within 07 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract (GCC Clause 6.1), in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Bidder to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit as per ITT Clause 13.7, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new tenders as per ITT Clause 26.

32 Corrupt and fraudulent practices

32.1 The Government requires the bidders/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 purpose of this provision, the terms set forth as follows:

i. "corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the act of public official in the procurement process or in the contract execution;

ii. "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution of the contract to the detriment of the

Government and includes collusive practice among the bidders (prior to or after tender submission) designed to an established prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; and

iii. "Obstructive practice" means deliberately destroying, falsifying, altering or concealing or making false statements during bidding process or during the execution of project in order to materially impede the department into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from bidding or execution of any services to the Department.

- b. Will reject a proposal for an award if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices or obstructive practice in competing for 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 at any other time determines that the firm has engaged in corrupt or fraudulent practices or obstructive practice in competing for, or in executing a Government 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 the Contract

TABLE OF SECTIONS

S.No	SECTION	Page No
1	SECTION III - GENERAL CONDITIONS OF CONTRACT (GCC)	23-34
2	SECTION IV - SPECIALCONDITIONS OF CONTRACT (SCC)	35-42
3	SECTION V - TECHNICAL SPECIFICATIONS	43-44
4	SECTION VI- SCHEDULE OF REQUIREMENTS	45
5	SECTION VII - QUALIFICATION CRITERIA	46-47
6	SECTION VIII- TENDER FORM	48-49
7	SECTION VIIIA - TECHNICAL BID	50-55
8	SECTION VIII B - FINANCIL BID	56
9	SECTION IX - CONTRACT FORM	57
10	SECTION X -PERFORMANCE SECURITY FORM	58
11	ANNEXURE 1 - Division wise List of Districts	59
12	ANNEXURE 2 - DELIVERY REPORT	60
13	ANNEXURE 3 - SERVICE REPORT	61

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Clause Number	Topic	Page Number
1	Definitions	24
2	Applications	25
3	Standards	25
4	Use of contract documents: inspection and audit by Government	25
5	Patent rights	25
6	Performance Security	25
7	Inspection and Tests	26
8	Packing	27
9	Delivery and Documents	27
10	Insurance	27
11	Transportation	28
12	Incidental Services	28
13	Warranty	28
14	Payment	29
15	Prices	29
16	Change orders	29
17	Contract amendments	29
18	Assignment	30
19	Subcontracts	30
20	Delays in supplier`s performance	30
21	Liquidated damages	30
22	Termination for default	31
23	Force Majeure	31
24	Termination for Insolvency	32
25	Termination for convenience	32
26	Settlement of disputes	32
27	Limitation for liability	33
28	Governing language	33
29	Applicable law	33
30	Notices	33
31	Taxes	34
32	Debarment/Black listing	34

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

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, Warranty Services, Preventive Maintenance 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 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
- (m) "Lot" means total number of uniform cloth material supplied to each Block, an administrative unit of the state education structure.

2 Application

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

3 Standards

- 3.1 The Goods delivered 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 07 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.

- 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, 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 cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7 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. 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, before the delivery and after supply by the identified agency.
- 7.3 The cost of the inspections and tests should be borne by the bidder.
- 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 Pre Delivery Quality Check: Before commencement of supply of the Uniform Cloth Material to the concerned Block Education Offices technical panel or officers appointed by Purchaser shall visit the Manufacturing unit at the time of production where the goods stocked and draw one sample for every 25000 meter of each type of cloth which here after considered as lot for pre delivery quality check. Each sample drawn shall measure not less than 3 Mtrs.,

and each sample will contain shirting, suiting and 2/40s P.V. uniform cloth material and chudidhar material.

- 7.6 Post Delivery Quality Check: Post delivery test will be conducted by the agency identified by the purchaser for which one random sample of each type of cloth in each district which here after called as a lot, and will be transported to the third party testing agency. Any deviation from the required specification within the acceptable range will be penalized appropriately. For any deviation beyond the acceptable range, the entire lot will be rejected and the goods will have to be replaced within 30 days.
- 7.7 Class wise appropriate measurement needs to be ascertained 100%. Any deviation in this regard purchaser reserves the right to reject the whole lot and ask for replacement. Such resupply shall be completed within 30 days and the cost will be borne by the supplier.
- 7.8 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.
- 7.9 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this contract.

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.

9 Delivery of Goods, Service 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 (Schools list – **Annexure 1**). 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 100% 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 Karnataka, defined as Project site, transport to such place of destination in Karnataka 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 supplied Goods;
- (b) Performance or supervision or maintenance 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

13 Warranty

13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and 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.

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

13.3 “Upon receipt of such notice, the Supplier, within the period specified in SCC, replace the defective goods thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced goods thereafter.

- 13.4 The Purchaser may ask supplier to re-supply the entire lot of defected sample at the sole cost of the supplier when the cloth has been distributed to the students. Such re-supply should be completed within 30 days.
- 13.5 If the Supplier, having been notified, fails to remedy the defect(s) within 30 (thirty) 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 Payment

- 14.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC
- 14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 7 and 13, and upon fulfillment of other obligations stipulated in the contract.
- 14.3 Payment shall be made in Indian Rupees

15 Prices

- 15.1 Prices payable to the Supplier as stated in the contract shall be firm during the performance of the contract.

16 Change Orders

- 16.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 30, make changes within the General Scope of the Contract in any one or more of the following:
- a. 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.
- 16.2 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.

17 Contract Amendments

17.1 Subject to GCC clause 16, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

18 Assignments

18.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contracts, to any other party or person except with the purchaser`s prior consent.

19 Subcontracts

19.1 No Sub-contracting shall be allowed.

20 Delays in the Supplier's Performance

20.1 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

20.2 If at any time during performance of the Contract, the Supplier 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.

20.3 Except as provided under GCC Clause 23, 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 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21 Liquidated Damages

21.1 Subject to GCC Clause 23, 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 penalties as specified in the Service Level Agreement of SCC 5.1, in case of delay in the supply of the goods, a Liquidated Damages of 0.5% per week of the cost of delayed material upto

maximum deduction of 10% of the cost of delayed supply material. Once the maximum reached the purchaser may consider termination of the contract pursuant to GCC clause 22

22 Termination

22.1 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 20; or
- b. If the supplier fails to perform any other obligation(s) under the Contract.
- c. Has abandoned or repudiated the Contract;
- d. Has without valid reason failed to commence work on the System promptly;
- e. Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- f. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices or obstructing practices in competing for or in executing the Contract.

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1 , 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.

23 Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20, 21, 22, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 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.

23.3 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.

24 Termination for Insolvency

24.1 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.

25 Termination for Convenience

25.1 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.

25.2 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.

26 Settlement of Disputes

26.1 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.

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

26.2.1 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.

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

26.3 Notwithstanding any reference to arbitration herein,

- a. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and
- b. The Purchaser shall pay the Supplier any monies due the Supplier.
- c. At any time the supplier aggrieved by any order passed by the purchaser, should file his grievances with the purchaser within 30 days from the date of the order passed, no grievance will be accepted after the due period.

27 Limitation of Liability

27.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement, pursuant to clause 5.

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

28 Governing Language

28.1 The contract shall be written in English language. Subject to GCC Clause 29, 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.

29 Applicable Law

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

30 Notices

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing and confirmed in writing to the other Party's address specified in SCC.

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

31 Taxes

31.1 The Supplier shall be entirely responsible for all taxes, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

32 Debarment/Black listing

32.1 The Director, Primary Education, Karnataka, reserves the right to black-list debar any bidder/supplier due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such bidder/supplier in the course of bidding process and/or in the execution or performance of any contracts, which may be awarded to the bidder/supplier pursuant to the tender provided however, that the Director, Primary Education shall be obliged to allow an opportunity of being heard to such bidder/supplier before any order of black-listing/debarment could be passed. Any such order of black-listing/debarment that may be passed by Primary Education Department shall be without prejudice to other rights of actions available to the Primary Education against the bidder/supplier under the tender terms & conditions.

SECTION IV: SPECIAL CONDITIONS OF THE CONTRACT

TABLE OF CLAUSES

Item Number	Topic	Page number
1	Definitions(GCC clause 1)	36
2	Inspection and tests (GCC clause 7)	36
3	Delivery and documents ((GCC clause 9)	37
4	Incidental services(GCC clause 12)	38
5	Payment(GCC clause 14)	38
6	Settlement of disputes(GCC clause 26)	40
7	Notices(GCC clause 30)	40
8	Progress of supply	41
9	Right to use defective equipment	41
10	Supplier integrity	41
11	Supplier's obligations	42
12	Patent rights	42

SECTION IV: SPECIAL CONDITIONS OF THE 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 Director, Primary Education, Bengaluru – 560 001
- b. The Supplier is <To be filled at the time of Contract signature>
- c. The Project Site is – ‘Procurement of Uniform cloth material to 1 to 10th std boys and 1 to 7th std girl students studying in Govt. Schools of 8 districts of Mysore Division, 9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri and Chudidar material to Girls students studying in class-8th to 10th in all Government schools for the year 2021-22’

2 Inspection and Tests (GCC Clause 7)

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

- a. 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. Following broad test procedure will be followed for inspection and testing of goods. 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; the purchaser will test the equipment after the supply to the final destination.
- b. The first party may arrange for Pre-delivery Inspection of the uniform material at its own expenses. The second party shall organize for necessary arrangement for smooth testing which involves visit of technical panel or officers appointed by Purchaser to the Manufacturing unit at the time of production where the goods stocked and draw one sample for every 25000 meter of each type of cloth. Each sample drawn shall measure not less than 3 Mtrs., and each sample will contain shirting, suiting and 2/40s P.V. uniform cloth material and chudidar material.
- c. In the event of specification failing to pass the pre delivery inspection a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test failing which the purchaser reserves the right to get the acceptance test, failing which

the purchaser reserves the rights to get the material replaced by the supplier at no extra cost to the material.

- d. Only after the acceptance of the purchaser, based on Pre-delivery inspection approval will be provided for the supply of the material.
- e. Once the supply has been completed by the second party at blocks Post delivery test will be conducted by the agency identified by the purchaser for which one random sample of each type of cloth in each block which here after called as a lot, and will be transported to the third party testing agency. Any deviation from the required specification within the acceptable range will be penalized appropriately. For any deviation beyond the acceptable range, the entire lot will be rejected and the goods will have to be replaced with 30 days.
- f. 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. 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.
- g. In the event of the uniform cloth material failing to pass the acceptance test, the supplier shall replace the material that passes the acceptance test within two weeks at no extra cost to purchaser.

3 Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by email/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) Four copies of the Supplier's invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of goods from the consignee(s);
- (iii) Four copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report

(vii) Stock certificate duly signed by headmaster

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.

Delivery Schedule

S.N	Contract events	Time line
1	Issue of Letter of Intent	On completing the financial evaluation
2	Signing of MoU and producing Performance Guarantee	07 days from the date of issue of Letter of Intent
3	Issue of work Order	03 days from the date of signing the MOU
4	Production period	30 days from the date of issue of Work Order
5	Onsite production quality check by the third party	During the production period within 15 days from the date of issue of Work order.
6	Supplies to reach schools	60 days from the day of completion of production. Totally 90 days to complete the production and supply from the date of issue of work order.
07	Post delivery Quality check by third party	On completion of supply.

4 Payment (GCC Clause 14)

- (i) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods supplied, and by documents, submitted pursuant to GCC Clause 6 & 7, and upon fulfillment of other obligations stipulated in the contract.
- (ii) Payment shall be made in Indian Rupees and the stages of payment are as follow:

S.No	Payment	Amount payable
1	After 50% supply of goods and on production of Delivery Reports and stock certificate along with invoices	80% of the bills submitted. (20% bills will be preserved for final payment)
2	Remaining 50% supply of goods and on production of Delivery Reports and stock certificate along with invoices	80% of the bills submitted. (20% bills will be preserved for final payment)
3	After verifications of documents and obtaining post-delivery inspection reports	Final 20% of the contract amount (Within 60 Days from the date of supply to last destination)

4.1 Service Level Agreement

S.No	Supply/Service metric parameter	Baseline requirement	Penalty
1	Signing of MoU and producing Performance Guarantee	07 days from the date of receipt of LoI	EMD forfeiture and rejection of tender
2	Onsite production testing by the third party	Compliance to the specification	Complete lot from where the random selection is made will be rejected and the supplier will have to replace the entire lot.
3	Supplies to reach Blocks	Within 90 days from the date of issue of supply order	0.5% of the price of the delayed Goods for each week or delay part thereof until actual delivery, up to a maximum deduction of 10% of the Contract Price, after which the action will be initiated as per GCC Clause 21. Any fraction of days in the delay will be taken as the whole week.
4	Acceptable Range/Tolerance limit	Compliance to the specification	<ol style="list-style-type: none"> 1. Blend Composition – 5 units of Polyester component. 2. Color fastness results & pilling – 1 grade 3. Other parameters – 10 %
5	Post delivery inspection	Compliance to the specification	<p>Any deviation from the required specification within the acceptable range will be penalized appropriately. For any deviation within the acceptable range, penalty at the rate of 1% for deviation of each unit and each one grade up till tolerance limit will be levied. If the deviation is beyond the tolerance limit the purchaser reserves the right to reject the quantity supplied and ask for replacement. Such resupply shall be completed within 30 days and the cost will be borne by the supplier.</p> <p>Class wise appropriate measurement needs to be ascertained 100%. Any deviation in this regard purchaser reserves the right to reject the whole lot</p>

			and ask for replacement. Such resupply shall be completed within 30 days and the cost will be borne by the supplier.
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5 Settlement of Disputes (GCC Clause 26)

The dispute settlement mechanism to be applied pursuant to GCC Clause 26.2.2 shall be as follows:

- (a) In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the ⁹Indian 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 Bengaluru, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the Arbitrator 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.

6 Notices (GCC Clause 30)

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

Purchaser: Director, Primary Education, Nrupathunga Road, Bengaluru-560001

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

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

7 Progress of Supply

Supplier shall regularly intimate, on periodical intervals (not more than weekly basis), the progress of production and supply in writing, to the Purchaser after supply/release order is issued, as under

- (a) Quantity offered for inspection and date;
- (b) Quantity accepted/rejected by inspecting agency and date;
- (c) Quantity dispatched/delivered to consignees and date;
- (d) Quantity where incidental services have been satisfactorily completed with date;
- (e) Quantity where rectification /repair /replacement effected/completed on receipt of any communication from consignee/ purchaser with date;
- (f) Date of completion of entire contract including incidental services if any; and
- (g) Date of receipt of entire payment under the contract(in case of stage wise inspection, details required may also be specified)

8 Right to use defective equipment

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

9 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.

10 Supplier's Obligations

- i. 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.
- ii. 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.

- iii. The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- iv. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.
- v. Supplier shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

11 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.

SECTION- V. TECHNICAL SPECIFICATIONS OF UNIFORM CLOTH MATERIAL

TECHNICAL SPECIFICATIONS FOR SUPPLY OF UNIFORMS FOR- 2021-22				
Sl No	Specification	PC Suiting	PV Shirting	2/40s PV Cloth
1.	Count of Yarns (Approx)			Count of yarn[TCM]
	Warp	20/2 tex (2/30sNe) PC (+/- 10%)	10/2 tex (2/60s Ne) (+/- 10%)	2/40s PV (+/- 10%)
	Weft	20/2 tex (2/30s Ne) PC (+/- 10%)	80 Denier texturised Polyester filament (+/- 10%)	2/40s PV (+/- 10%)
2.	Threads/dm			Threads/inch
	Warp	240 (+/-10%) (60:EPI)	320 (+/- 10%) (EPI:80)	56 (+/- 10%) [IS 1963:1985]
	Weft	190 (+/- 10%) (48:PPI)	300 (+/- 10%) (PPI:76)	50 (+/- 10%) [IS 1963:1985]
3.	Blend Composition Percent	Warp	Polyester=67(+/- 5)	Polyester=67 (+/- 5)
			Cotton=33(+/- 5)	
		Weft	Polyester=67(+/- 5)	Polyester
			Cotton=33(+/- 5)	
Fibre Composition (IS:3416:1988) warp & weft P-67%(+/-5%) V-33% (+/-5%)				
4.	Weight - Mass (Gms/mtr Sqr)	190 (+/- 10%)	100 Gsm (+/- 10%)	Weight /P.Sqr meter (TCM) 135 (+/- 10%)
5.	Breaking load on 5:0x20 cm strips, min			(Kgs) Min 20 cm2 revelled strip
	Warp way	88 kg	41 kg	60 kg (IS 1969:1985)
	weft way	63 kg	33 kg	60 kg
6.	Width Cm, Min	138 (+/- 1 cm)	90 (36 inches) (+/- 1 cm)	(IS) 90 (36 inches) (+/- 1 cm)
7.	Shrinkage (% Max)			DimensionAl ChAnges (MAx)
	Warp way	2	2	(IS 2977) 2.0
	Weft way	2	2	2.0
8.	colour fAstness to:			
	➤ Light	AATCC 16-3.5 or better in 20 hours IS-5 or better	AATCC 16-3.5 or better in 20 hours IS-5 or better	(Min) [IS:2545] AATCC - 16 4 or better
	➤ Washing	4 or better	4 or better	[IS-764] CIC At 60°C - 4 or better St on adj Fab - 3 or better
	➤ Perspiration	4 or better	4 or better	CIC (IS 971) 4 or better St on Adj FAB – 3 or better
	➤ Rubbing	3 or better	4 or better	(IS 766) Dry - 4 or better Wet – 3 or better
9.	Pilling (After 5 hours of test)	IS 4 or better ASTM- D3512-3.5 or better	IS 4 or better ASTM-D3512- 3.5 or better	ASTMD-3512-3/4 or better
10.	Weave	Plain	Plain	Plain
11.	Dye and colour	Disperse Vat Dye	Disperse Vat Dye	Disperse & reactive
12.	colour and Shade	Navy blue as per sample	Medium blue as per sample	Navy blue as per sample

TECHNICAL SPECIFICATIONS OF UNIFORM CLOTH MATERIAL CHUDIDAR

TECHNICAL SPECIFICATIONS FOR SUPPLY OF CHUDI-DHAR UNIFORMS MATERIAL FOR – 2021-22					
Sl No	Specification wrap weft	Top polyester polyester	Bottom polyester polyester+viscous	Dupatta polyester polyester+viscous	
1)	Count of Yarns (Approx)				
	Warp(D)	82.0(+/-10%)	88.7(+/-10%)	112.2(+/-10%)	
	Weft(Ne)	27.8s (2f) (+/-10%)	35.6s(+/-10%)	42.6s(+/-10%)	
2)	Threads/dm				
	Warp	455(+/-10%)	520(+/-10%)	480(+/-10%)	
	Weft	252(+/-10%)	374(+/-10%)	350(+/-10%)	
3)	Blend Composition Percent	Warp	p-100(+/-5) v-nil	p-100(+/-5) v-nil	p-100(+/-5) v-nil
		Weft	p-100(+/-5) v-nil	p-67.9(+/-5) v-32.1(+/-5)	p-45.6(+/-5) v-54.4(+/-5)
	Weight - Mass (Gms/mtr Sqr)	96.4(+/-10%)	117.6(+/-10%)	113.3(+/-10%)	
	5)	Breaking load on 5:0x20 cm strips, kgf(N) min (IS 1969)			
Warp way		35(340)	35(340)	35(340)	
weft way		35(340)	35(340)	35(340)	
6)	Width Cm, Min	90(+/-1cm)	90(+/-1cm)	90(+/-1cm)	
7)	Shrinkage, Dimensional changes on washing (% Max)(IS 1299 1984)				
	Warp way	1.0	1.0	1.0	
	Weft way	1.0	1.0	1.0	
8)	colour fastness to:				
	➤ Light (IS 2454 1985)	5 or better	5 or better	5 or better	
	➤ Washing (IS 764 1988)	4 or better	4 or better	4 or better	
	➤ Perspiration (IS 971 1983)	4 or better	4 or better	4 or better	
9)	➤ Rubbing (IS 766 1988)	3 or better	3 or better	3 or better	
	Pilling (After 5 hours of test) (IS 10971 1984)	4 or better	4 or better	4 or better	

SECTION VI: SCHEDULE OF REQUIREMENTS

As per GCC Clause 27, the Director, Primary Education, Karnataka reserves the right to increase or decrease 25% of the above requirements. Time schedule for the supply is tentative and shall be as follows;

As per GCC Clause 9 and SCC clause 3

Package	Breif Description	EMD	Delivery schedule
Package-1(P1)	Supply of uniform cloth material to class 1 to 10 boys and girls studying in Govt. Schools of 11 Districts of Bengaluru division and 1 district of Belgaum Division i.e Belgaum .	Rs.18.5 lakhs	90 days to complete the production and supply from the date of issue of work order.
Package-2(P2)	Supply of uniform cloth material to class to 10 boys and girls studying in Govt. Schools of 8 Districts of Belgaum Division i.e Chikkodi, Bagalkote, Vijayapura, Dharwad, Gada, Haveri, Uttara Kannada, Sirsi.	Rs.19 lakhs	
Package-3(P3)	Supply of uniform cloth material to class 1 to 10 boys and girls studying in Govt. Schools of 8 Districts of Mysore division and 1 district of Kalburgi Division i.e Yadgiri and Chudi-dar cloth material class 8 to 10 girl students of 5 districts Kalburgi Division i.e Kalaburagi, Bellary, Koppala, Rayachur and Bidar.	Rs.17.25 lakhs	

Note:

1. Soon after the receipt of the quality test certificate/Check Clearance from the competent authority the supplier should supply the goods in accordance with the Clause (b) & strictly adhere to the delivery schedule.
2. Sale to own dealer/distributor or sister concerns will not be entertained under this clause (Copy of Purchase Orders to be enclosed).

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11 of ITT)

Sl.No	Qualification criteria	Supporting compliance document
01	The Bidder must be a manufacturer/individual/partnership/HUF,	Relevant Document issued by Competent

	having their own in house facility for spinning, weaving and processing located in India under one Unit.	Authority (Copy of License / IEM /SSI certificate / UDYOG Aadhaar revealing the manufacturing activities of the respective mills in a unit / location wise report must be submitted)												
02	The The bidder should have Annual Turnover twice the approximate value of the goods for the package/packages participating as detailed below in any one of the last three financial years (2018-19, 2019-20 and 2020-21) <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Package</th> <th>Turnover</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>Package-1</td> <td>37 crore</td> </tr> <tr> <td>02</td> <td>Package-2</td> <td>38 Crore</td> </tr> <tr> <td>03</td> <td>Package-3</td> <td>34.5 Crore</td> </tr> </tbody> </table>	Sl.No	Package	Turnover	01	Package-1	37 crore	02	Package-2	38 Crore	03	Package-3	34.5 Crore	Turnover certificate issued by Chartered Accountant as well as audited balance sheet and profit & loss Account
Sl.No	Package	Turnover												
01	Package-1	37 crore												
02	Package-2	38 Crore												
03	Package-3	34.5 Crore												
03	Annual production capacity of Cloth (in Mtrs)	Certificate issued by Ministry of Textiles / Commerce and Industries Govt. of India/ Any Relevant Document Issued by Concerned State Govt.												
04	The bidder should have executed similar work(in a single work order) in any one year during the past three years. Minimum 80% of the similar required quantity of goods like Suiting, Shirting & 2/40s P.V.Cloth or similar uniform cloths needs to be Satisfactory supplied to the Government / Quasi Government / or Public sector under taking companies. (Copy of Purchase orders & Satisfactory delivery Certificates) must be enclosed (A Year wise detailed statement of supply during the past 3 years must be enclosed) pertaining to the packages for which the bidder is bidding	Copy of Purchase orders & Satisfactory delivery Certificates must be enclosed												
05	Bidder must have adequate testing facility to ensure quality of supply	List of available Machinery should be enclosed.												
06	The bids must be accompanied an Earnest Money Deposit as mentioned below	Copy of the challan should be enclosed												

Sl.No	Package	EMD amount	
01	Package-1	Rs.18.5 lakhs	
02	Package-2	Rs.19 lakhs	
03	Package-3	Rs.17.25 Lakhs	
Shall be paid online to the e-procurement portal of Govt of Karnataka.			
07	Under taking that the Firm is not blacklisted by any Govt/ Quasi Govt		Copy to be enclosed
08	Valid Company Registration Certificate issued by competent authority & Principal place of Business		Relevant document
09	Certificate by the tenderer stating that all facilities exist in his factory i.e Machineries, Quality testing facility etc., are in the name of the company only. (Copy of the ownership records) or self declaration.		Relevant document
10	Income tax Registration Certificate.		Relevant document
11	Copy of IT returns filed for the previous last 3 yrs.		Relevant document
12	GST Registration Certificate.		Relevant document
13	Letter of Acceptance for all conditions laid down in Tender document.		Relevant document
14	Bidder should submit sample of uniform cloths on or before opening of Technical bids, each sample not less than 03.00 meters. (P.V.Shirting, P.C.Suiting, 2/40s P.V.Skirting, Chudidar Top, Bottom & Dupatta) The samples must be sealed and signed by the laboratory. The bidder should upload the report of all the submitted samples of uniform items in their technical bid covering all the parameters of the specification.		Certified samples of uniform items in their technical bid covering all the parameters of the specification.
15	Pollution Control Certificate granted by the Pollution Control Board for all the units / locations must be presented.		Relevant Document
16	Self attested report of employees working in the manufacturing unit for the past year.		Relevant Document

SECTION VIII: TENDER FORM

“Procurement of Uniform cloth material to 1st to 10th std boys and 1st to 7th std girl students studying in Govt. Schools of 8 districts of Mysore Division, 9 Districts of Belagavi Divison and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri and

Chudidar material to Girls students studying in class-8thto 10thin all Government schools of Karnataka during 2021-22”

From,

To
The Director,
Primary Education,
O/o Commissioner for Public Instructions,
New Public Offices,
Nrupathunga Road,
Bengaluru – 560001

Sir,

Having examined the Tender Documents including Addenda
....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the required item as envisaged in the tender document no. CPE(2)/UF-TNDR- 09/2021-22 regarding the Procurement of Uniform cloth material to 1st to 10th std boys and 1st to 7th std girl students studying in Govt. Schools of 8 districts of Mysore Division, 9 Districts of Belagavi Division and 11 Districts of Bengaluru division and 1 district of Kalburgi Division i.e Yadgiri and Chudidar material to Girls students studying in class-8thto 10thin all Government schools of Karnataka during 2021-22 in accordance with said tender documents and the Schedule of Prices attached herewith and made part of this tender.

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT 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 tender, 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”.

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

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause-1 of the tender documents.

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

(signature)

(SCAN AND UPLOAD)

SECTION VIII-A

TECHNICAL BID

S.No	Details required	Uploaded/ not uploaded	
1	Details of the Firm/Company (Form T-1)		
2	Power of Attorney (Form T -2)		
3	Annual Turnover and Net worth (Form T- 3)		
4	Performance details (Form T- 4)		
5	Declaration on Blacklisting (Form T- 5)		
6	Copy of Certificate of registration issued under the Companies Act/Partnership Act and any other relevant Act by the competent authority		
7	ISO 9001 certificate issued by the competent authority/agency		
8	Valid Factory license issued by appropriate authority or license granted by the Bureau of Indian Standards in its name in respect of quality of cloth or SSI/UDYOG Aadhar /IEM issued by competent authority		
9	Profit and loss statements and Receipts and payments Balances for the year 2018-19, 2019-20 and 2020-21		
10	Certificate issued by the competent authority for the minimum installed production capacity of the Firm/Organization		
11	Documents including work orders and satisfactory completion certificates for the previous supplies made(supporting to form T4)		
12	Copy of the PAN card (As specified under Section VII) of both Lead bidder and Partner		
13	GST Registration certificate of lead bidder		
14	Income Tax returns filed in the past 3 financial years		
15	List of facilities established for quality check.		
16	List of employees		
17	Pollution Control Certificate issued by competent authority		
18	Sample test reports.		
19	Provide the Package details in which the bidder is participating (use tick mark against the relevant package/packages)	P1	
		P2	
		P3	
20	Mention the EMD amount paid (Amount in Rupees)		

Note: The Enclosures related to S.No. 1 to 18 must be self-attested and uploaded. The details to be filled in related to S.No. 19 and 20 .

Seal and signature of the Bidder

(SCAN AND UPLOAD)

SECTION VIII – A Form T-1

Description	Details to be filled by the Bidder
Name of the Company/firm	
Nature of the Company/firm Government / Public / Private / Partnership	
Year of Establishment and details of registration	
Regd. Office Postal Address with Phone & Fax Number	
Contact person with Phone, Mobile Number & e-mail address	
GST Regn. No.	

Seal and signature of the Bidder

(SCAN AND UPLOAD)

SECTION VIII A : FORM T2

Format for Power of Attorney for Signing of Proposal
(On stamp paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Implementation of supply of Uniform cloth material to 1 to 10th std boys and 1 to 7th std girls studying in Govt. Schools of Mysore Division, 7 Districts of Belagavi division and 5 Districts of Bengaluru Division and Chudidar material to Girls studying in class-8 to 10 in all Government schools of Karnataka during 2021-22, including signing and submission of all documents and providing information / responses to Director(primary education), representing us in all matters before Director(primary education), and generally dealing with Director(primary education) in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us.

For

.....

(Signature)

.....

(Name, Title and Address)

Accepted

.....

(Signature)

.....

(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

SECTION VIII – A : Form T-3

Statement of Annual Turnover and Net worth

Financial Information			
	FY 2018-19	FY 2019-20	FY 2020-21
Annual Turnover in Crores			
Net worth of the Company/Firm			
Average Annual Turnover in Crores			

Average Annual Turnover in words.....

Chartered Accountant

Seal and signature of the Bidder

Note:

Mandatory Supporting Documents: (a) Auditor Certified financial statements for the Last three financial years;
Enclose the Balance Sheets

(SCAN AND UPLOAD)

SECTION VIII A : Form T4

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

Proforma for Performance Statement of the last three years for the supply of Uniforms

Name of the Company/Firm/Organization:

.....

Orders placed by (Full address of Purchaser)	Order No and Date (Attach copy of the order)	Description of goods ordered	Quantity of Goods in meters	Value of Order	Date of Completion of delivery of goods As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods been supplied satisfactorily functioning. (Attach a Certificate from the Purchaser if any)
1	2	3	4	5	6	7	8
2018-19							
2019-20							
2020-21							

Note: Work experience with satisfactory completion certificate of 2021-22 will be considered.

Signature and Seal of the Bidder:

(SCAN AND UPLOAD)

SECTION VIII – A : Form T-5

DECLARATION

Format for Self Declaration on Black Listing

(Company Letterhead)

To,

[Date]

**The Director,
Primary Education
O/o the Commissioner for Public Instructions,
New Public Offices,
Nrupathunga Road,
Bengaluru – 560001
Karnataka,**

Sir,

In response to the RFP No. _____ dated _____ for quoting against the RFP as an Director of M/s << Bidder>> , I / We hereby declare that our Company / Firm _____ is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding as on Bid Submission date by **any State/Central Govt. or PSU or Local bodies** due to, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices or due to Non-performance / unsatisfactory performance.

Yours faithfully,

Authorized Signatory _____

Name _____

Designation _____

Company name _____

(SCAN AND UPLOAD)

SECTION VIII-B: FINANCIAL BID(PRICE SCHEDULE)

PACKAGE-1

Sl. No.	Uniform Cloth Material / specifications	Rate per Mtr. (Including all taxes, & all expenses)	Approx. Required Qty (in Mtrs)	Total Amount
1	Polyester Viscose Shirting			
2	Polyester Cotton Suiting			
3	2/40 Polyester Viscose Skirt			
4	Chudi dar Top			
5	Chudi dar Bottom			
6	Chudi dar Duppatta			
	Total			

PACKAGE-2

Sl. No.	Uniform Cloth Material / specifications	Rate per Mtr. (Including all taxes, & all expenses)	Approx. Required Qty (in Mtrs)	Total Amount
1	Polyester Viscose Shirting			
2	Polyester Cotton Suiting			
3	2/40 Polyester Viscose Skirt			
4	Chudi dar Top			
5	Chudi dar Bottom			
6	Chudi dar Duppatta			
	Total			

PACKAGE-3

Sl. No.	Uniform Cloth Material / specifications	Rate per Mtr. (Including all taxes, & all expenses)	Approx. Required Qty (in Mtrs)	Total Amount
1	Polyester Viscose Shirting			
2	Polyester Cotton Suiting			
3	2/40 Polyester Viscose Skirt			
4	Chudi dar Top			
5	Chudi dar Bottom			
6	Chudi dar Duppatta			
	Total			

Note :

- i) Conditional discounts will not be considered for evaluation.
- ii) Lowest in the total amount will be considered for evaluation in each package and item wise variation in quotes will not be considered.

- iii) Total bid price for Package -1 in Figures Rs..... in Words Rs
- iv) Total bid price for Package -2 in Figures Rs..... in Words Rs
- v) Total bid price for Package -3 in Figures Rs..... in Words Rs

Date :

Signature

This format is provided for Indicative purpose only and this format should not be uploaded in the e-portal for technical bid. If uploaded the bid will be considered as non-responsive.

SECTION IX: CONTRACT FORM

THIS AGREEMENT made theday 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 ancillary services viz..... (*BriefDescription of Services*) and has accepted a tender by the Supplier for the supply of those services in the sum of..... (*Contract Price in Words and Figures*) (Herein after 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 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.
 - (g) Any Amendments/addenda issued to this tender
 - (h) Pre bid meeting proceeding
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 satisfactory 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 satisfactory 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 items which shall be supplied/provided by the Supplier are as under:

SL.NO.	BRIEF DESCRIPTION OF SUPPLY	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 theirrespective 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 FORM

To: (Name of Purchaser)
.....

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract dated,.....
No..... 20... to
Supply.....
..... (Description of Supply) hereinafter called "the
Contract".

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

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

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

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

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....

ANNEXURE I :Division wise List of Districts

Sr. No.	District	DIVISION
1	TUMAKURU	Bengaluru
2	CHIKKABALLAPURA	Bengaluru
3	BENGALURU SOUTH	Bengaluru
4	DAVANAGERE	Bengaluru
5	BENGALURU RURAL	Bengaluru
6	KOLAR	Bengaluru
7	RAMANAGARA	Bengaluru
8	CHITRADURGA	Bengaluru
9	SHIVAMOGGA	Bengaluru
10	BENGALURU NORTH	Bengaluru
11	TUMAKURU MADHUGIRI	Bengaluru
12	GADAG	Belagavi
13	UTTARA KANNADA	Belagavi
14	HAVERI	Belagavi
15	BELAGAVI CHIKKODI	Belagavi
16	VIJAYAPURA	Belagavi
17	BELAGAVI	Belagavi
18	UTTARA KANNADA SIRSI	Belagavi
19	DHARWAD	Belagavi
20	BAGALKOT	Belagavi
21	KOPPAL	Kalaburagi
22	BALLARI	Kalaburagi
23	RAICHUR	Kalaburagi
24	KALABURAGI	Kalaburagi
25	YADAGIRI	Kalaburagi
26	BIDAR	Kalaburagi
27	CHIKKAMANGALURU	Mysore
28	MANDYA	Mysore
29	DAKSHINA KANNADA	Mysore
30	UDUPI	Mysore
31	CHAMARAJANAGARA	Mysore
32	KODAGU	Mysore
33	HASSAN	Mysore
34	MYSURU	Mysore

ANNEXURE II: Delivery Report

Name of the Office/School: _____ Date: _____

Address: _____

Contact Details of the Block Education Officer:

Details of uniform supplied:

Sl. No.	Description of material	Number of sets	Delivery Status (Tick mark in appropriate column)		Remarks by BEO
			Good condition	Not in good condition	
1.	Polyester Viscose Shirting				
2.	Polyester Cotton Suiting				
3.	2/40 Polyester Viscose Skirt				
4.	Total				

Details of Chudidar material supplied:

Sl. No.	Description of material.	Number of sets	Delivery Status (Tick mark in appropriate column)		Remarks by BEO
			Good condition	Not in good condition	
1.	Chudi dar Top				
2.	Chudi dar Bottom				
3.	Chudi dar Duppatta				

Note: The Concerned authority shall sign only after verification of the conditions of all the uniform material.

Seal and signature of BEO

Seal and Signature of the delivery personnel

Date:

Date:

Place:

Place:

ANNEXURE III: Stock Certificate Report

Name of the Office: _____ Date: _____

Address: _____

Contact Details of the Block Education Officer:

Details of uniform received:

Sl. No.	Description of material	Number of sets	Delivery Status (Tick mark in appropriate column)		Remarks by BEO
			Good condition	Not in good condition	
5.	Polyester Viscose Shirting				
6.	Polyester Cotton Suiting				
7.	2/40 Polyester Viscose Skirt				
8.	Total				

Details of Chudidhar material received:

Sl. No.	Description of material.	Number of sets	Delivery Status (Tick mark in appropriate column)		Remarks by BEO
			Good condition	Not in good condition	
4.	Chudi dar Top				
5.	Chudi dar Bottom				
6.	Chudi dar Duppatta				

Note: The Concerned authority shall sign only after verification of the conditions of all the uniform material and taking into the Stock register.

Seal and signature of BEO

Seal and Signature of the delivery Personnel

Date:

Date:

Place:

Place: