

GOVERNMENT OF KARNATAKA

Commissioner for Public Instruction

At

**Department of State Education Research and Training,
No.4, 100 Feet Ring Road, Banashankari 3rd Stage,
Bangalore 560 085.**

Telephones:26422372, 26422374,26422375

Fax: 26422377

**INVITATION FOR TECHNICAL AND COMMERCIAL TENDER
FOR PROVIDING COMPUTER EDUCATION SERVICES AND
ANNUAL MAINTENANCE FOR EXTENDED PROJECT PERIOD OF THREE
YEARS FROM 2005-06/2006-07 IN 1000 EXISTING GOVERNMENT HIGH
SCHOOLS
IN KARNATAKA UNDER MAHITHI SINDHU PROJECT**

TENDER DOCUMENT

(to be used for furnishing Tenders by the eligible firms)

Address for communication:

**The Commissioner for Public Instruction
At Department of State Education Research & Training
No.4, 100 Feet Ring Road, Banashankari 3rd Stage,
Bangalore – 560 085**

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**TENDERS FOR PROVIDING COMPUTER EDUCATION SERVICES AND
ANNUAL MAINTENANCE DURING THE EXTENDED PROJECT PERIOD OF
THREE YEARS FROM 2005-06/2006-07 IN 1000 EXISTING GOVERNMENT HIGH
SCHOOLS
IN KARNATAKA UNDER MAHITHI SINDHU PROJECT**

1	Tender Reference	No.DSERT/ETC2/Computer Edn/ Tender/05-06 Date : 14-11-2005
2	Date of commencement of issue of Tender documents	21-11-2005
3	Pre Tender meeting	08-12-2005 03.00 P.M.
4	Last Date for Sale of Tender Document	21-12-2005 11.00 A.M.
5	Last date & Time for Submission of Tender	21-12-2005 03-.00 P.M.
6	Date & Time of opening of first Cover of the Tender	21-12-2005 04.00 P.M.
7	Place of opening of Tender (As per Column No.5	Office of the Director Department of State Education Research & Training, No.4, 100 Feet Ring Road, Banashankari 3 rd Stage, Bangalore – 56 0085 Phone Number 26422372, 26422374,26422375
8	Address for Communication	Office of the Director Department of State Education Research & Training, No.4, 100 Feet Ring Road, Banashankari 3 rd Stage, Bangalore – 560 085 Phone Number 26422372, 26422374,26422375 Fax: 26422377 e-mail: dsert@dataone.in , dsert.etc@gmail.com

SD/-

COMMISSIONER FOR PUBLIC INSTRUCTION

**TENDERS FOR PROVIDING COMPUTER EDUCATION SERVICES AND
ANNUAL MAINTENANCE DURING THE EXTENDED PROJECT PERIOD OF
THREE YEARS FROM 2005-06/2006-07 IN 1000 EXISTING GOVERNMENT HIGH
SCHOOLS UNDER MAHITHI SINDHU PROJECT**

SECTION-1 INVITATION FOR TENDERS (IFT)

Date: 14-11-2005

IFT No: No.DSERT/ETC2/Computer Edn/ Tender/05-06

1. The Commissioner for Public Instruction invites Tenders from the eligible Tenderers for Providing Computer Education Services and Annual Maintenance for the Extended Project period of Three years from 2005-06/2006-07 in 1000 Existing Mahithi Sindhu Government High Schools.

2. The tenderers may submit the tenders for any or all the districts. Tenderers are advised to note the qualification criteria specified in Section-II A-1 to qualify for award of the contract.

3. Tender documents (and additional copies) may be purchased from the office of the Office of the Director Department of State Education Research & Training, No.4, 100 Feet Ring Road, Banashankari 3rd Stage, Bangalore – 560 085 from 21-11-2005 to 21-12-2005 during office hours on working days for a non refundable fee of Rs.10,000-00 (Rupees Ten Thousand Only) in the form of Demand Draft/Pay order on any Nationalised / Scheduled bank payable at Bangalore in favour of Director DSERT, Bangalore. Interested tenderers may obtain any further information at the same address. Interested and eligible tenderers may obtain the prescribed tender document by down loading from the DSERT website <http://dsert.kar.nic.in>. Tenderers who have downloaded from Internet will have to enclose Demand Draft of Rs.10,000-00 in favour of Director, DSERT, Bangalore along with the tender application as fee.

4. Tenders must be accompanied by Earnest Money Deposit of the amount specified in the Tender document, drawn in favour of Director DSERT, Bangalore. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.

5. Tenders must be delivered to Office of the Director Department of State Education Research & Training, No.4, 100 Feet Ring Road, Banashankari 3rd Stage, Bangalore – 560 085, on or before 3.00 P.M. on 21-12-2005 and First Envelop will be opened on the same day at 4.00 P.M. in the presence of the Tenderers or their authorized representatives who wish to attend if the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

6. The date on which **SECOND ENVELOPE** would be opened will be intimated to the qualified tenderers by the Purchaser on the day of opening of first cover or on subsequent days through Telephone / Fax/Post/Telegram/ Phonogram/ Courier / E-mail.

7. Other details can be seen in the tender document.

SECTION – II
INSTRUCTIONS TO TENDERERS
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SECTION-II- INSTRUCTION TO TENDERERS

A. Introduction

Government of Karnataka, Department of Public Instruction, has already introduced Computer Education in 1000 Government High Schools under Mahithi Sindhu project. The contract period of this project with the existing Contractors will terminate in the 2005-06/2006-07 financial year. Government proposes to extend this project further for a period of 3 years from 2005-06/2006-07. This Project contains Computer Education in 1000 existing Mahithi Sindhu Government High Schools in Karnataka state and maintenance as prescribed in the tender. The proposal is that selected contractors will have to provide computer education services including Telephone and Internet services, other services and will have to under take Annual Maintenance during the project period of three years in all the 1000 Government High Schools (district wise) in the state of Karnataka. Technical and Commercial Tenders are invited from eligible firms, to participate in the Tendering process.

1. Eligible Tenderers:

1.1 Tenderers should not be associated, or have been associated in past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide the consulting services for the preparation of the design, specifications, and other documents to be used for Providing Computer Education Services and Annual Maintenance during the Extended Project period of Three years from 2005-06/2006-07 in 1000 Existing Government High Schools under this invitation of tenders.

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

1.3 Basic criteria for the Contractor for participation in the Tender process are as under:

- Should have an experience in providing Computer Education in schools/ training centers in Karnataka.
- Should have proven Curriculum development experience in IT Education.
- Should have a minimum turnover of Rs.1 Crore per Year and experience of running at least 50 computer centers for a minimum period of 2 years. The name, address, telephone numbers and e-mail if any of the district centers should be furnished. They should provide proof of address at these district head quarters (Rent receipt, lease agreement, telephone/power bills etc.) for which the tenderer is applying.
- Interested and eligible tenderers may furnish the Technical and Commercial Tenders for Providing computer Education services including Telephone and Internet services and Annual Maintenance during the project period of three years. The Tenders must be furnished for a minimum of one district, as per details mentioned in Section VI.

2. Cost of Tendering:

2.1 The tenderers shall bear all costs associated with the preparation and submission of its tender, and Commissioner for public instruction hereinafter referred to as "THE PURCHASER" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. TENDER DOCUMENTS

3. Content of Tender documents

3.1 The Tender documents for providing Computer Education services and Annual Maintenance during the project period of three years from 2005-06/2006-07 in 1000 Mahithi Sindhu Government High schools in Karnataka includes:

1. Invitation for Tenders
2. Instructions to Tenderers
3. Description and scope of the contract
4. Terms and Conditions of Contract
5. Particulars of No of Schools (district wise) as per section VI
6. Syllabus of I.T Education. As per the dept approved syllabus as per Section-VII
7. Tender FormAs per Table I
8. Tender security.(EMD form. As per Table II
9. Performance security form. As per Table III
10. Statement of past performance as per Table IV
11. Acceptance of Implementation schedule as per Table V
12. Undertaking as per Table VI
13. Details of the Organisation as per Table VII.
14. Details of Number of existing Training centers in Karnataka run by the Contractor as per Table
VIII.
16. Details of Number of years of Experience in computer Training as per Table IX.
17. Details of the Maintenance / Service centers set up by the Tenderer in the State of Karnataka as per Table X.
18. Check list of documents to be submitted in First Envelope as per Table XI
19. Price schedule as per Table XII.
20. Assumption made by the Tenderer on the basis of which rates have been quoted in price schedule, as per Table XIII.

3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents are submission of a tender not substantially responsive to tender documents in every respect will be at the tenderers risk and may result in rejection of its tender.

4. clarification of Tender Documents

4.1 A prospective tenderer requiring any clarification of the tender documents may notify the purchaser in writing or by fax at the purchasers mailing address with a Superscription on the envelope “ **clarification of Tender Document pertaining to Mahithi Sindhu** “ indicated in the invitation for tenders. The purchaser will respond in writing to any request for clarification of the tender documents which it receives no later that 15 days prior to the deadline for submission of tenders prescribed by the purchaser. Written copies of the purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

4A- Pre Tender Meeting:

4A.1 The Tenderer or his official representative is invited to attend a pre Tender meeting which will take place at, Office of the Director, No.4, DSERT, 100 Feet Ring Road, Banashankari 3rd Stage, Bangalore-560085 on Date:: 08-12-2005 at. 3.00 .P.M. IST

4A.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage.

4A.3 Minutes of the Pre-Tender meeting including the text of the questions rose (without identifying the source of enquiry) and the responses given will be transmitted to all Tenderers who attend the Pre-Tender meeting. [Any modification of the Tendering documents listed in sub Clause 6.1 which may become necessary as a result of the pre Tender meeting shall be made by the Tenderer exclusively by issuing an Addendum pursuant to Clause 6 and not through the minutes of the pre Tender meeting.

4A.4 Non attendance at the pre Tender meeting will not be a cause for disqualification of a Tenderer

5.AMENDMENT OF TENDER DOCUMENTS:

5.1 At any time prior to deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

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

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

C. PREPARATION OF TENDERS

6. Language of Tender:

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

7. Documents Comprising/Constituting the Tender :

The Tenderer must submit all the documents listed under clause 11 along with the Tender form as per Table I in the First Envelope, in order to qualify for consideration in the opening of the Second Envelope containing the PRICE SCHEDULE as per Table XII and Assumption made by the Tenderer as per Table XIII

8. Tender Form:

8.1 The tenderer shall complete the tender form and the appropriate price Schedule furnished in the tender documents indicating the Providing of Computer Education Services and Annual Maintanace during the Extended Project period of Three years from 2005-06/2006-07 in 1000 Existing Government High Schools.

9. Tender Prices:

9.1 The Tenderer shall complete the Price Schedule furnished in the Tendering Documents, indicating the District wise, Equated quarterly installment towards providing computer Education services in the schools including the cost towards providing of Telephone, electric and Internet services and Annual Maintenance during the project period of 3 years.

9.2 Prices shall be indicated separately in the schedule as per the format.

9.3 Fixed price: Prices quoted by the tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation will be treated as non - responsive and rejected.

9.4 The Tenderers separation of the price components will be solely for the purpose of facilitating the comparison of the tender by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

10. Tender Currency:

10.1 Prices shall be quoted in Indian rupee.

11. Documents establishing tenderers eligibility and qualifications:

11.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualification to perform the contract if its tender is accepted.

The tender prepared by the tenderer shall be submitted in '**Two Envelopes**' comprising the following components:

a) First Envelope shall contain:

Attested copies of documents showing that the Tenderer has the Financial, Technical and Service capability necessary to perform the contract and meet the criteria outlined in the qualification requirements and to fulfill this all Tenders submitted shall include the following information:

- i. Attested copies showing the legal status, place of registration and principal place of business of the firm.
- ii. Attested copies of documents showing that the firm had an average turnover of Rs 1 Crore per Year in Computer Hardware, Software, and Computer Training services in past three years i.e. 2002-03, 2003-04 & 2004-05
- iii. Attested copies showing that the Tenderer has capability for Annual Maintenance or has tie up with the Authorised Maintenance contractors/ Services centers (with address & Telephone No of such contractors and Service Centres) for the Maintenance of Computer Hardware, Computer Software, UPS, , Computer Furniture and Computer peripherals during the project period of 3 years .
- iv. Attested Copies of Sales tax Registration and Sales tax returns filed in the last financial year 2004-05.
- v. Attested copies of acknowledgement of Income tax returns filed in the last 03 Years i.e. 2002-03, 2003-04 & 2004-05.
- vi. Attested copies of Audited financial Statements for last 03 years. i.e. 2002-03, 2003-04 & 2004-05.
- vii. Details of accreditation, if any, under DOE/any affiliation/recognition by Government of India or Government of Karnataka.
- viii. Details of the Organisation as per Table-VII including list of Technical employees.
- ix. Details of Number of existing Training centers in Karnataka run by the Contractor as per Table-VIII
- x. Details of Number of years of experience in providing Computer Training as per Table-IX.

- xi. Details of the Maintenance / Service centers set up by the Tenderer in the state of Karnataka as per Table X.
- xii. Tender form as per Table I.
- xiii. Tender security(EMD) in the form of Demand Draft drawn on a Nationalised Bank for the prescribed sum of Rs 10,000-00 (Rupees Ten Thousand Only) per school or Bank Guarantee as per Table II for an equivalent amount as per 12.3.
- xiv. Statement of past performance as per Table IV.
- xv. Format of Acceptance of Implementation schedule as per Table V.
- xvi. Undertaking as per Table VI.
- xvii. Documents showing that the Tenderer has proven curriculum development experience in I.T Education.
- xviii. Proofs of addresses in the districts for which the Tenderer is Tendering.
- xix. Checklist of Documents to be submitted in First Envelope as per Table XI

b) The Second Envelope shall contain:

- a) The rate quoted for each District of Schools as per the Price schedule provided in Table- XII It is to be noted that the Tenderer has to Tender for one or more Districts, and can also Tender for all the Districts, if desired.
- b) Details of assumptions made as per Table XIII

12. Tender Security (Earnest Money Deposit)

12.1 Any Tender not in accordance with clause 7 and 11 above will be rejected. The Tenderer shall furnish, as part of its Tender, Tender security as specified below.

TENDER SECURITY(EMD) : Rs. 10,000-00 (Rupees Ten Thousand only) per school

12.2 The Tender security is required to protect the purchaser against risk of Tenderer's conduct, which would warrant the forfeiture of security.

12.3 The Tender security shall be in Indian Rupees and shall be in one of the following forms

- a) Demand draft or Banker's Cheque drawn on a Nationalised Bank in favour of The Director of Public Instruction, D.S.E.R.T payable at Bangalore.
- b) A Bank Guarantee or letter of Credit issued by a Nationalised Bank in the form prescribed in Table II of Tendering document and valid for 180 days or Six Months from the date of opening of Commercial Tender.
- c) Any Tender not secured in accordance with Clause 12.1 and 12.3 above will be rejected by the Purchaser as non-responsive.

12.4 Unsuccessful Tenderer's Tender security will be discharged / returned as early as possible.

12.5 Any Interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the Tender Forms.

12.6 The successful Tenderer's Tender security will be adjusted towards performance security to be furnished by the Tenderer before signing the contract agreement

12.7 The Tender security may be forfeited:

- (a) If a Tenderer withdraws his Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
- (b) In case of a successful Tenderer, if the Tenderer fails
 - (i) To sign the contract agreement
 - And
 - (ii) To furnish performance security.

13. Period of validity of tender:

13.1 Tender shall remain valid for 90 days after the date of opening of Second Envelope. A Tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the tenderers consent to an extension of the period of validity. The Tender security provided under Clause 12 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request will not be required nor permitted to modify its Tender.

14. Format and Signing of Tender

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

14.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorised to bind the Tenderer to the Contract. The letter of authorisation shall accompany the Tender. All pages of the Tender, except for unamended printed literature, shall be initialed by the person or persons signing the Tender.

14.3 The Tenderer shall submit the Tenders in Table XII price schedule for a minimum of one District. The Tenderer shall tender for a minimum of one District as per the details of Districts provided in section VI. However, the Commissioner for Public Instruction reserves the right to offer another District to any qualified Tenderer.

14.4 Any interlineations, erasers or over writings shall be valid only if they are initialed by the person or persons signing the tender.

D.SUBMISSION OF TENDERS

15. Sealing and Marking of Tenders:

15.1 The tenderer shall submit the Envelope in the following manner.

- **First Envelope** which is sealed and should contain the original documents and duplicate as mentioned in clause 11. and also as explained in clause 14, and shall be superscribed as "Technical Tender during the year 2005-06/2006-07 for providing of Computer Education services and for Annual Maintenance in 1000 Mahithi Sindhu Government High Schools.
- **Second Envelope** which is sealed and should contain the original documents and duplicate of the lowest Price Schedule as quoted by the Tenderer as per the details mentioned vide clause 9.2 and also explained in clause 14 and shall be superscribed as "Commercial Tender during the year 2005-06/2006-07 for providing of

Computer Education services and Annual Maintenance in 1000 Mahithi Sindhu Government High Schools

- **The tenderer shall seal the Original and each copy of the tender in separate inner envelopes, duly marking the envelopes as ‘original ‘ and’ copy’. He shall then place all the inner envelop in an outer envelope (First envelope and Second envelope separately).**

15.2 a) The inner and outer envelopes of the First and Second sealed Envelopes shall be addressed to the purchaser at the following address:

**The Commissioner for Public Instruction
At Department of State Educational Research & Training
No4. 100 Feet Ring Road, Banashankari 3rd Stage,
Bangalore – 560 085**

- b) envelope should bear as ‘ Providing Computer Education Services and Annual Maintenance invitation for tenders and number of the tender if any , and Statement saying “ do not open before **4.00 P.M.** on **21-12-2005** “

15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the Tender to be returned unopened in case it is declared ‘ late’.

15.4 If the two Envelopes are not sealed and marked as required by Clause 15 the purchaser will assume no responsibility for the Tender’s misplacement or premature opening.

15.5 Telex, cable or facsimile tenders will be rejected.

16. Mode of submission of Tenders:

16.1 The Tenders could be sent by Speed Post or Registered Post or Courier or Dropped in the boxes separately for First Envelope and Second Envelope kept at the above address in person. .

17. Deadline for Submission of tenders:

17.1 Tenders must be received by the Purchaser at the address specified under Clause 15.2 not later than the time and date specified in the Invitation for tender (section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received up to the appointed time on the next working day.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late tenders:

18.1 Any tenders received by the Purchaser after the deadline for submission of Tenders prescribed by the Purchaser pursuant to clause 17, will be rejected and/or returned unopened to the tenderer.

19. Modification and Withdrawal of Tenders

19.1. The tenderer may modify or withdraw its Tender after the Tender’s submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Tenders.

19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 16. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of Tenders.

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

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of Tender validity specified by the tenderer on the tender Form. Withdrawal of a Tender during this interval may result in the tenderer's forfeiture of its Tender security.

E. TENDER OPENING AND EVALUATION OF TENDERS

20. Opening of tenders by the purchaser.

20.1 The Purchaser will open the **FIRST ENVELOPE of the Tenderer**, in the presence of Tenderer's or its representatives who choose to attend, at 4.00 p.m. On Date: 21/12/2005

At Conference Hall:

Department of State Educational Research & Training

No.4, 100 Feet Ring Road, Banashankri 3rd Stage, Bangalore – 560 085

Phone : 26422372, 26422374, 26422375

Fax : 26422377

The date on which **SECOND ENVELOPE** would be opened will be intimated to the qualified tenderers by the Purchaser on the day of opening of first cover or on subsequent days through Telephone / Fax/Post/Telegram/ Phonogram/ Courier / E-mail.

The tenderers or 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.

20.2. The tenderers Names, Tender Modifications, or Withdrawals, Tenders prices, and the presence or absence of the requisite Tender security(EMD) and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No tender shall be rejected at tender opening, except for late tenders, which shall be returned unopened to the tenderer pursuant to Clause 18.

20.3 Second Envelope of unqualified tenderers will be returned and will not be opened under any circumstances.

20.4 Tenders that are not opened and read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.5 The Purchaser will prepare minutes of the Tender opening.

20.6 The Tenderer shall be responsible for properly super scribing and sealing the First and Second Envelopes and the purchaser shall not be responsible for accidental opening of Envelopes that are not properly super scribed and sealed as per clause 15 before the time appointed for opening of Envelopes as per clause 20.1

21. Clarification of tenders

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

22. Preliminary Examination

22.1 The purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

22.2 Where the tenderer has quoted for more than one district, if the tender security furnished is inadequate for all the districts, the purchaser shall take the price, tender into account only to the extent the tender is secured.

22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the Tender shall stand corrected to that effect. If the tenderer does not accept the correction of errors, its Tender will be rejected. The purchaser may waive any minor infirmity or non conformity or irregularity in a Tender, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to Clause 23, the Purchaser will determine the substantial responsiveness of each Tender to the Tendering Documents. For purposes of these Clauses, a substantially responsive Tender is one which confirms to all the terms and conditions of the Tendering Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. The purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

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

22.6 The purchaser may waive any minor infirmity or non confirmity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer.

23. Evaluation and comparison of tenders

23.1 The Purchaser will evaluate and compare the Tenders previously determined to be substantially responsive, pursuant to clause 22.4 for each district. No tender will be considered if the complete requirements covered in the schedule not included in the tender.

24. Contacting the purchaser

24.1 No tenderer shall contact the purchaser on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser it should do so in writing.

24.2 Any effort by a tenderer to influence the purchaser in its decision on tender evaluation, tender comparison or contract award may result in rejection of the tender of such tenderers

F. AWARD OF CONTRACT

25. Post qualification:

- 25.1 In the absence of the prequalification, the purchaser will determine to its satisfaction whether the tenderer i.e. selected as having submitted the lowest evaluated responsive tender meets the criteria as specified in clause in instruction to tenderers and he is qualified to perform the contract satisfactorily .
- 25.2 The determination will take into account the tenderers financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualification submitted by the tenderer, as well as such other information as the purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. In negative determination will result in rejection of tenderer's tender, in which event the purchaser will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

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

27. purchaser right to vary numbers of districts at time of award

- 27.1 The purchaser reserves the right at the time of contract of award to increase or decrease by up to 25% of the numbers of districts specified in the schedule of requirements without any change in price or other terms and conditions.

28. purchaser's right to accept any tender and to reject any or all tenders

- 28.1 The purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without assigning any reasons and also without thereby incurring any liability to the affected tenderer or tenderers.

29. Notification of award

- 29.1 Prior to the expiration of the period of tender validity, the purchaser will notify the successful tenderer in writing by registered letter or cable/telex/fax, to be confirmed in writing by registered letter that its tender has been accepted.
- 29.2 The notification of the award will constitute the formation of the contract.
- 29.3 Upon the successful tenderer's furnishing of performance security pursuant to clause 31 the purchaser will promptly notify the name of the winning tenderer to each successful tenderer and will discharge its Tender security.

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

30. Signing of contract

30. 1. At the same time as the purchaser notifies the successful tenderer that its tender has been accepted, the purchaser will send the tenderer the contract form provided in the tender documents incorporating all agreements between the parties pursuant to clause 30.2.

30.2 AGREEMENT :

- a) The successful Tenderer(s) shall execute an agreement for the fulfillment of the contract on Rs.50/- non-judicial stamp paper in the prescribed format provided, within seven days from the date of acceptance of the Tender and intimation of the award of contract.
- b) The incidental expenses of execution of agreement shall be borne by the successful Tenderer(s). Hereafter the successful Tenderer shall be referred to as "Contractor".
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Government of Karnataka and recovery of any consequential loss from the contractor.

30.3 Within 21 days of receipt of contract form, the successful shall sign and date the contract and return it to the purchaser.

31. PERFORMANCE SECURITY:

31.1 The successful Tenderer will be required to furnish Performance Security equivalent to 5% of the entire accepted Tender value in respect of providing Computer Education services and Annual Maintenance during the project period of three years in the form of irrevocable bank guarantee valid for the entire contract period or crossed DD within 21 (twenty one) days from the date of intimation of award of contract, and sign the contract agreement.

31.2 If the Successful Tenderer fails to furnish the Performance Security in the format specified in Table III within 7 (seven) days and sign the contract agreement, as specified in clause 30.1 the Tender security furnished by such Tenderer will be forfeited.

31.3 The performance security furnished by the successful Tenderer in respect of his Tender will be returned to him at the end of the contract period subject to the satisfactory performance of the contractual obligations.

31.4 If the successful Tenderer after signing the contract agreement fails to perform any contractual obligation, his Performance Security mentioned above will be forfeited

32 . CORRUPT OR FRAUDULANT PRACTICES

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

a) defines, for the purposes of this provision, the terms set forth as follows:

(i) “ corrupt practice” means the offering, giving , receiving of soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

32.2 Further more, tenderer shall be aware of the provision stated in sub clauses of the general conditions of the contract.

33 DESCRIPTION AND SCOPE OF THE CONTRACT

The contract includes:

33.1 Providing of Computer Education and Other services in the schools:

The Tenderer has to provide Computer Education Services and annual maintenance in Schools and maintain in good working conditions of the entire materials available during the contract period of 3 years and at the time of handing over the project back in all the 1000 Mahithi Sindhu schools

34. TERMS AND CONDITIONS OF CONTRACT

34.1 The following are the General Conditions of Contract provision of Computer Education services and Annual Maintenance for all the materials existing in the schools, during the project period of three years including the Guarantee in existing 1000 Mahithi Sindhu Government High Schools in Karnataka as per the specifications given in this document.

34.2 PROVISION OF COMPUTER EDUCATION SERVICES:

- a) The Contractor shall make good the losses by replacing the defective Computer or accessories / all the items found defective during the Annual Maintenance contract period of three years, and this guarantee shall cover all materials and goods available at schools.
- b) The contractor will not be permitted to operate from any other premises other than from the one provided by the Government to the contractor for this purpose.
- c) The Contractor should maintain all the Computer Hardware, Software and other equipments available in the schools in proper working condition through out the contract period of three years.
- d) Government of Karnataka / Commissioner for Public Instruction shall not pay any higher costs over and above the agreed value of the contract..
- e) Number of children in classes VIII to X may vary from year to year. However the maximum number of students in schools to be trained shall be category A 200, Category B 400 and Category C 600 students with two additional periods per day to be provided without additional cost by the contractor. If the total

number of children in classes VIII to X in any category of schools is less than the maximum number as prescribed in this clause, the shortage of children in that school should be compensated by selecting children from nearby High school or higher primary school V, VI and VII standard pupils for imparting Computer Education.

- f) The Contractor should insure all existing infrastructure available at schools like the computer Hardware, Software, UPS, Computer peripherals and furniture available in the school against the loss or damage due to Fire or Theft or Accident or due to any unforeseen circumstances during the project period of three years .

34.3 Appointment of Computer Instructors to each school

The Contractor should appoint one full time qualified and competent Computer Instructor to each school as per the following Details.-

- a) Minimum qualification of the instructor must be B.E or Graduate with one-year Diploma / Certificate in computer application from reputed training institutes or with a B.Sc. (Computer Science) or BCA or higher qualification in Computer Science/Computer Engineering/Computer Application. In addition, only candidates with knowledge of Kannada speaking, reading and writing shall be appointed by the contractor . The computer instructors should be appointed by the contractor for all the Twelve months in a year, including the period of vacation.
- b) Instructors with prior experience of teaching in Mahithi Sindhu Schools to be given preference by the concerned contractor while selecting instructors.
- c) Instructor shall impart Computer education to the students of Classes 8, 9 & 10, through a package of interactive multimedia and assist in computer aided education to help the students to overcome the fear of computers and learn key concepts in computers.
- d) Introduce to the students the various applications of computers and allow and assist.
- e) Train the teachers in the school and assistance in Computer based education.

35. Duration of the Contract.

35.1 The total duration of the contract will be for a period of three years from the date of Commencement of services.

36. The scope of this rate contract is to:-

- a) Provide Computer Education Services in Mahithi Sindhu Government High Schools
- b) Maintain in good working condition of Computer Hardware, Software and necessary infrastructure like, UPS/ for uninterrupted power supply and Furniture as prescribed in the Tender document during the contract period of three years
- c) Teach Computer education in Kannada and/or English depending on the medium of instruction for classes 8,9,10 based on syllabus as approved by Government of Karnataka/DSERT for 8, 9 & 10 Std students. Syllabus may be changed/revised at any point of time by the Government / D.S.E.R.T.
- d) The minimum periods of Computer education should be
(1) For VIII standard 2 periods for Computer education & 2 periods for computer aided education per student per week.

(2) For IX standard 1 period for Computer education & 3 periods for computer aided education per student per week.

(3) For X standard 1 period for Computer education & 3 periods for computer aided education per student per week.

e) For covering the Internet as part of the syllabus, the Tenderer must continue the existing telephone connection and Internet connection at his cost wherever these facilities are not provided earlier. The Internet connection must be available for a minimum of 2 Hours Internet per student per annum in each school for 3 years must be obtained for the exclusive use of the students. In addition to this, 100 hours of Internet per annum should be provided for the use of the staff of the school. They must also maintain log book regarding the time of usage by the student / Teachers by using suitable software. This logbook must be available for inspection of officers.

f) Computer training to a minimum of 5 Government teachers and subject to a maximum of two teachers per computer including the Headmaster / Headmistress of that school and nearby schools, should be imparted training in computer usage and literacy for a period of 30 days each year during mid term / Summer vacations.

g) Provide computer awareness and literacy to students and teachers of Government schools in the neighborhood during the school hours and on school days whenever spare time is available.

h) Provide assistance to the Headmaster in using the computers for school administration, Educational Management Information System School management and monitoring through e-mail.

i) The Tenderer will be permitted to use the center after the school hours on commercial basis to teach their own courses to general public after obtaining prior permission, with a fee of Rs.1,000/- per month (Rs One Thousand only) per school.

j) The Students sponsored by the Government / Department of that school or nearby school shall not be charged any fee by the Contractor for training during school hours. Programme sponsored by the Government / Department shall not be charged.

k) The Contractor will be permitted to put up their name board in the school premises. Clearly highlighting the name of the Project and the name of the Contractor

36.1 Others

a) Broad Band connection shall be taken in the name of school by the Contractor, wherever such facility is available. The Contractor should also pay recurring charges of telephone.

b) In schools which do not have telephone facilities, they should be taken immediately after the facility is made available by the telephone department/any other provider.

c) Internet connection –2 hrs per student per year and for all the students in each of the Mahithi Sindhu schools. All costs of connection and recurring should be borne by the Contractor. Each student should have Internet exposure for at least 2 hours in a year. Performance guarantee shall include a minimum time for Internet usage. In addition to this, 100 hours of Internet per annum, should be provided for the usage by the staff of the school during school working hours or on holidays including Sundays.

d) Course material will be provided by the purchaser for each student in Kannada / English as per the medium of instruction.

e) Electricity charges are to be borne by the Contractor.

- f) New Floppies at the rate of 1 (one) per student per year to be made available in the center and to be supplied by the Contractor.
- g) Necessary Computer stationery and all kinds of consumables to run the center should be
Supplied by the Contractor during the contract period of three years.
- h) The Multi Media Software required to teach students of 8th, 9th and 10th standards and for teaching computer education shall be provided by the contractor. Any additional software needed due to revision of syllabus must be provided by the contractor at the appropriate time and at no extra cost. However, software CD's for teaching computer based education in subjects of Science, Mathematics, Social Science and English have been provided by the purchaser.

37. Existing Facilities already provided by the Government

1. Leak proof room with 3 phase power connection inside the room, with proper earthing
2. Glass windows, Exhaust fans and wire mesh for Dust proofing .
3. The Electricity Sub meter to run the center..
4. Separate enclosure outside the computer room for placing the genset.
5. Steel grilled door for computer room.
6. Curtains for the windows of computer room.
7. Vinyl flooring.
8. False ceiling to computer room, wherever necessary.

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SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Purchaser and the Contractor, 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 Contractor under the Contract for the full and proper performance of its contractual obligations;

(c) "The Project" means providing computer education and Annual maintenance as per the contract.

(d) "Services" means services ancillary to the, such as insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Contractor 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 Commissioner for Public Instruction .

(h) "The Contractor" means the successful tenderer who is under the obligation to provide Computer education services and annual maintenance of the centers.

(i) "The Government" means the Government of Karnataka State.

(j) "The Project Site", where applicable, means 1000 Mahithi Sindhu Government High Schools in the state.

(k) "Day" means calendar day.

2. Application

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

3. Standards

3.1 The education services and annual maintenance shall conform to the standards mentioned in the contract. .

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

4.1 The Contractor 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 contractor 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 the purposes of such performance.

4.2 The Contractor 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 Contractor performance under the Contract if so required by the Purchaser.

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

5. Patent Rights

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

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Contractor shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value for providing computer education services and annual Maintenance valid up to 60 days after the date of completion of performance obligations including . In the event of any correction of defects or replacement of defective material during the contract period it shall be replaced by the Contractor at its own cost.

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

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

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank in the form

provided in the tender documents or another form acceptable to the Purchaser; or

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

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

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

6.5 In the event of any contract amendment, the Contractor 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.

7. Inspections and Tests

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

8. Insurance

10.1 The available Computers and other article existing in the 1000 Mahithi Sindhu High schools under the Contract shall be fully insured in Indian Rupees against loss or damage shall be obtained by the Contractor in an amount equal to 110% of the value of the goods from on “All Risks” basis including War risks and Strikes.

9. Incidental Services:

9.1 The contractor may be required to provide any other services including additional services of any specified in SCC.

10. Payment

The terms of payment will be as follows:

10.1 The payment towards providing of computer Education services and payment towards Annual Maintenance shall be made in 12 equal installments once in 3 months. Payment to the Contractor shall be made once in 3 months in respect of schools entrusted to the Contractor on school basis. The payment become due on satisfactory Completion of service every quarter and shall be paid at the beginning of succeeding quarter. The First payment will however be made after three months from the date of commencement of Computer Practical Education in the school. The second and the succeeding installments will be paid as per the schedule mentioned above on the satisfactory performance to be certified by the Head Master of the respective schools. The payment will be made school wise. The Second and succeeding installments shall be paid within 30 days after the receipt of request for payment with the certificate on satisfactory performance to be certified by the concerned School Head master and counter signed by the Nodal Officer nominated by the Purchaser or after the receipt of inspection reports from the inspecting team appointed by the purchaser, which ever is later. However the terms of payment are subject to release of funds by the Government.

10.2 Payment shall be made in Indian Rupees.

11. Prices

11.1 Prices payable to the Contractor as stated in the contract shall be firm during the performance of the contract.

12. Change Orders

12.1 The Purchaser may at any time, by written order given to the Contractor pursuant to GCC Clause 25, make changes within the general scope of the Contract in any one or more of the following:

(a) The computer education services, annual maintenance and insurance coverage to be provided by the Contractor .

13. Contract Amendments:

13.1 Subject to GCC Clause 12 number variation in or modification of the terms of the contract shall be made except by return amendments signed by the parties.

14. Assignment

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

15 . Subcontracts

15.1 The Contractor shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Contractor from any liability or obligation under the Contract.

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

16. Delays in the Contractors Performance

16.1 The performance of the Services shall be made by the Contractor in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

17. Liquidated Damages

17.1 If the Contractor fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalties as specified in the contract.

18. PENALTY AND TERMINATION FOR DEFAULT :

18.1 During the contract period, the Contractor agrees to arrange for a back up system at their cost, if due to manufacturing and other technical defects of the equipment available in the school or due to any other reason, the system is down and if it is not restored in working condition within 7 days. The Contractor shall be liable for a penalty of Rs.1000/- per non-functioning of one computer per week or part thereof, Rs 400/- for non functioning of printer per week or part thereof and, Rs 1000/- for non functioning of UPS per week or part thereof. In respect of faculty absence for more than one day in a month penalty will be levied at the rate of Rs. 1000-00 per week or part thereof. The decision of the Head Master in this regard as to the functioning of the center shall be final. If the center continues to be non-functional due to non-performance of Computer systems or non-availability of qualified instructors for a period exceeding 4 weeks, the Purchaser shall have the right to make alternative arrangement at the risk and cost of the Contractor. Payment of Equated Quarterly Installment will not be made for the entire period of non-performance of computer systems for reasons whatsoever or non-availability of qualified instructor for a period already specified.

18.2 The penalty becomes applicable from the day the Tenderer takes over running of the computer centre in each school. There should not be any loss of training days in the computer centre due to handing over/ taking over of the centre by the new contractor. The new contractor should make all arrangements prior to taking over the computer centre. Any delay will lead to penalty from day one.

18.3. Penalty for not providing telephone services will be as mentioned below:

category of schools	Percentage of penalty on EQI
A	15%
B	20%
C	25%

18.4 Penalty for not providing Internet will be as mentioned below

category of schools	Percentage of penalty on EQI
A	10%
B	15%
C	20%

18.5 If prescribed hours of Internet per student (usage by the students minimum of 2 hours per student per year) is not provided by the contractor penalty at the rate of 25 % will be levied over and above the assumption cost of the Internet.

18.6 If electricity / Telephone service is disconnected due to non payment of bills by the contractor, no EQI amount will become payable during the entire period of Disconnection.

19 . Force Majeure

19 .1 Notwithstanding the provisions of GCC Clauses16, 17 and 18 the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or penalty and termination for non fulfillment of the contract, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor'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.

19.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor 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.

20 . Termination for Insolvency

20.1 .1 The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, 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.

21 . Termination for Convenience

21.1 The Purchaser, by written notice sent to the Contractor 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

Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

22. Settlement of Disputes

22.1 The Purchaser and the Contractor 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.

22.2 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 Contractor 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.

22.3. 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 commencement of services under the Contract.

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

22.5 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 Contractor any monies due to the Contractor.

23. Limitation of Liability

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

(a) The Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser; and

(b) The aggregate liability of the Contractor 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.

24. Governing Language

24.1 The contract shall be written in English language. Subject to GCC Clause 25, 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.

25. Applicable Law

25.1 The Contract shall be interpreted in accordance with the laws of the Union of India / State of Karnataka.

26. Notices

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

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

27. Taxes and Duties

27.2 Contractor shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, insurance etc., incurred till the end of the contract period.

27.3. Annual Maintenance contract for maintaining in good working condition of the entire materials available during the contract period of three years, and at the time of handing over the project back.

SECTION-IV

28. SPECIAL CONDITIONS OF CONTRACT

1. The amount to be paid to the contractor towards providing of computer Education services and for Annual Maintenance during the project period of three years should be a consolidated rate per school per year and for 3 years contract period based on the payment terms specified.
2. The electricity charges for running the centers during and after the school hours shall be borne by the contractor as per the sub-meter fixed. All telephone charges including the Internet connection charges for the telephone installed in the computer center should be borne by the contractor.
3. Rs.1000/- (Rupees One Thousand Only) per school per month shall be paid to the school regularly by the contractor as and when it becomes due for using the centers after school hours for providing Computer Education to general public on commercial basis.
4. The students shall not be charged any fee by the contractor.
5. The normal school hours will be between 9.00 A.M and 5.00 P.M. subject to any variations at district or school level as may be intimated from time to time. The total minimum number of periods of Computer Training shall be forty five periods per week.
6. The Tenderer shall impart computer Education in Kannada and/or English as the medium of instruction as prescribed by the Government for the school concerned.
7. The project duration shall be 3 years.
8. Tender with incomplete information OR not in accordance with instructions or without Tender Security are liable to be rejected.
9. Competent Authority will have the right to inspect the centers of the Tenderer already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the Tenderer
10. The Commissioner for Public Instruction reserves the right to allot District/s other than those indicated by the Tenderer in the Tender within the same revenue division and at the same price quoted by him and the Tenderers shall be bound by the decision of the Commissioner for Public Instruction
11. The Commissioner for Public Instruction reserves the right to award the contract to more than one Tenderer and fix the number of schools & geographical area to different Tenderers based on the financial, technical and service capability of the Tenderer.
12. No equipment shall be removed from the school premises by the contractor without the concurrence of the School Head Master including for the purposes of replacement, services etc.
13. The Computer center must be available for inspection by the competent authority of Education Department Government of Karnataka, at all times.
14. The Multimedia Software required to teach computer education to the students of 8th to 10th standard shall be provided by the contractor. Any software needed due to revision of syllabus must be provided by the contractor at the appropriate time at no extra cost.
15. The contractor must ensure that at least 60% of the students pass in an evaluation conducted by the KSEEB or any other Contractor. If this percentage is not achieved in any academic year then 2% of the annual payment shall be deducted in the next payment due.
16. Adequate care shall be taken by the contractor for the safety and security like Insurance, Watch and Ward etc in respect of the materials supplied to school.
17. Number of children in classes 8th to 10th may vary within one year and from year to year.
18. List of schools may change before the signing of the contract.
19. The Contractor should ensure that all teachers and students in the schools allotted to them open Personal E-mail Accounts and send and receive at least one E-mail in a year.

20. The contractor should supply adequate number of registers, records and other forms as prescribed by the department to the instructors.
21. The instructors appointed by the contractor should be regular employee of the Contractor. The contractor shall ensure their service conditions will be governed by the relevant acts and rules in force and they are not entitled to any kind of leave except one day of casual leave for each month of service.
22. It will be the responsibility of the computer instructor appointed by the Contractor to maintain all the records and the registers, as prescribed by the purchaser from time to time.
23. The Contractor should make arrangements for the conduct of at least two test and one mid term examination during the academic year. Further, constant evaluation of the performance of the pupil should be undertaken by the Contractor regularly.
24. The Purchaser reserves the right to change any of the tender conditions before the last date for submission of financial bids.

24. Settlement of Disputes (Clause 22)

The dispute settlement mechanism to be applied pursuant to GCC Clause 22 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 9 Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore, 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.

25. Notices (Clause 26)

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

Purchaser:

.....

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

.....

SECTION V

Configurations of computers available in the Schools:

Category A : 1 Server with 5 work Stations

Category B : 1 Server with 9 Work Stations

Category C : 1 Server 14 Work Stations

TECHNICAL SPECIFICATIONS OF THE HARDWARE AVAILABLE IN THE SCHOOLS:-

HARDWARE

1. FILE SERVER - Quantity - one Number in each school,

- Intel Pentium III @ 700 MHz or greater
- VIA/STL 3 Chip Set
- 128 MB SD RAM ECC
- 18.0GB HDD with EIDE controller at Category-A Schools and Ultra wide SCSI controller at Category-B Schools
- 256KB Cache
- 15" SVGA colour monitor
- 3.5" FDD
- 1 Parallel port,
- 10/100 MBPS Ethernet card
- Mouse with pad
- 104 Key Board

2. NODES - Quantity Variable According to category

- Intel Pentium III @ 600 MHz or greater
- 64 MB RAM
- 10 GB HDD
- 14" Colour Monitor
- 3.5" FDD
- CD ROM drive 52X to support multimedia with external speakers and microphone
- 10/100 mbps Ethernet card
- 1 Parallel, 2 USB ports
- MS Intel mouse
- 104 Key board
- windows 98 media- One CD ROM per school

2. PERIPHERALS:-

- a) Dot Matrix Printer – 24 pin – 132 Col – 300 Cps (WIPRO EPSON / TVSE) Kannada language compatible printer – 1 Number at each school.
- b) Modem 56.6 Kbps (Multitech / Robotics / Dlink) – External Modem

3. SOFT WARE : (All licensed version)

- a) Windows NT/2000 – 5 or 10 or 15 users licenses
- b) MS Office 2000 standard
- c) Proxy server s/w for internet connection
- d) Anti Virus software both at Server and Nodes.

4. UPS

1. On line 2 Kva at schools under Category ' A '
2. On line 3 Kva with ½ hour backup with SMF batteries at category B and C

5. NETWORK (LAN)

- Networking components and cables to connect 5/9/14 nodes to be connected to server by a hub - 3COM /CISCO/ INTEL/ CABLETRON
- UTP – CAT 5- AMP / Components.

SECTION - VI

PARTICULARS OF NUMBER OF SCHOOLS (DISTRICT WISE)

DISTRICT NUMBER	NAME OF THE DISTRICT/ DISTRICTS	SCHOOLS IN THE DISTRICT			
		A	B	C	TOTAL
1	BANGALORE NORTH	7	6	9	22
2	BANGALORE SOUTH	4	7	14	25
3	BANGALORE RURAL	9	5	31	45
4	CHITRADURGA	7	12	14	33
5	DAVANGERE	9	11	19	39
6	SHIMOGA	10	14	19	43
7	TUMKUR& MADHUGIRI	6	21	32	59
8	KOLAR &CHIKBALLAPURA	9	12	40	61
9	MYSORE	3	4	36	43
10	UDUPI	2	7	11	20
11	MANDYA	10	4	26	40
12	HASSAN	10	12	23	45
13	DAKSHINA KANNADA	9	14	6	29
14	BELGUAM & CHICKODI	29	20	11	60
15	BIJAPUR	15	10	4	29
16	UTTARA KANNADA	24	14	6	44
17	KOPPAL	4	4	16	24
18	GULBARGA & YADGIR	17	15	28	60
19	BELLARY	8	14	21	43
20	KODAGU	6	6	6	18
21	CHICKMAGALUR	14	8	12	34
22	GADAG	7	8	3	18
23	HAVERI	11	8	7	26
24	DHARWAD	3	8	6	17
25	BAGALKOTE	15	5	11	31
26	TENDERAR	5	10	19	34
27	RAICHUR	7	12	18	37
28	CHAMRAJNAGAR	1	2	18	21
	TOTAL	261	273	466	1000

SECTION VII

SYLLABUS OF IT EDUCATION

8th Standard Approved syllabus of the Department

Computer Usage

1. **Getting started-How to start/ stop the computer .How to run a program?**
2. Windows-Basic features .
3. Paint Program-various tools ; use of mouse , double click cursors – use of cursors.
4. Editing using Paint Program.
5. Menus in the paint program.
6. How to type – Get a feel of typing, use of Key board; Prepare a text.
7. Typing using word pad – basic features.
8. How to create a file – store a file.
9. Simple editing of a file – addition to text, delete a file, insert characters, lines etc.
- 10 Use of floppy disk – read from, write into a floppy.

Computer concepts.

1. What is a computer? History.
2. Components of a computer
 - Processor (CPU)
 - Memory
 - Floppy disk
 - Disk
3. Storage characteristics.
4. Speed of a computer.
5. Storage – bytes.
6. Simple applications.

Computer Applications

Exercise on mathematical calculations found in 6th, 7th and 8th standard text book (pre-programmed exercises)

Ms Word

- Starting Ms Word
- Typing exercises
- Word tool bars
- How to type simple text?
- Formatting
- Type simple letters, correct them ,add material, print them
- Paging
- Editing Features

Internet

- **Basic features of browser**
- Get a site, read text, go to the next page, return to the beginning
- Exercises on Browsing with the help of the instructor

9th Standard

Computer Concepts

1. Input, Output.
2. Modem and telephone connections
3. CD ROM
4. Software - Operating system, languages, compilers
5. Binary number system and arithmetic.

Windows

Advanced features of Paint Program-Zoom, Magnify etc.
How to save Pictures ; cut, copy and paste functions.
File functions-open a file, close a file, edit a file
Windows functions, properties
Use CD drive, read from a CD
MS DOS functions-
DOS commands
Directory
File Commands
Help functions

MS Word

Locate documents
Use office assistance
Insert Headers, footers
mail merge.
Tables; paragraphs, borders

Power Point

Presentations-Create simple presentations
save, open a presentation
Create musical background
insert pictures, tables, files

Internet

Basic ideas of Internet- Web, Computer Communications
What is HTTP, HTML?
What is URL?
Send emails- exercises on sending emails
Options on Explorer
Learn to use the tool bar.

Exercises

Flow Charting
Problem analysis
Logic
Simple applications from 8th standard
Mathematics (pre programmed)

10th Standard

Computer Concepts

- Data, information
- Numbers, graphics, pictures
- Input devices-scanners
- Out put devices
- Arithmetic unit
- Capabilities of Computers
- Generations
- Database, Rule base, digital library
- Commercial transactions processing

Programming

- Flow Charts
- Problem analysis, applications
- Variables, constants
- Arithmetic operations
 - Solve quadratic equations
 - Prepare a bill for purchase
- Dimensions
- I/O statements
- Logic statements
- Logic statements- Go to, DO, IF statements
- Simple Programs
- 1- Iteration
- Basic Language Programming

Operating Systems

- Use advanced concepts of windows, MS DOS
- How MS DOS works
- Debugging

Power Point, Excel

- Create work sheets
- enter data in rows and columns
- use of formulas, functions
- prepare charts, print
- other features of MS Power point, MS Word

Internet

- Search engines, bulletin boards, chat
- Create a chat group, and converse
- Talk function
- Create a home page
- Use search engines and search for articles, text
- down load files

TABLE- I

TENDER FORM

TO:

The Commissioner for Public Instruction
At Department of State Education Research & Training
Bangalore-560 085

Sir/Madam,

Having examined the Tendering Documents _____ receipt for which is hereby duly acknowledged, we, the undersigned, offer to provide Computer Education and Annual Maintenance for the project period of 3 years innumber of Schools and in _____ number of District (in conformity with the said Tendering Documents as per the particulars of packages furnished in section VI) for which necessary Tender security amounting to Rupees ----- at the rate of Rs _____ per school is enclosed

SL. Number	Particulars of Districts for which Tender form is submitted	TOTAL number of schools in the District
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
	Total number of Districts-----	Total number of schools -----

We undertake, if our Tender is accepted, to provide computer Education services and to under take the Annual Maintenance of the Materials in accordance with the terms and conditions in the Tendering document.

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

We agree to a Tender by this Tender for a period of 90 days after the date fixed for Tender opening of Second Envelope under Clause 20 of the Instruction to Tenderers and 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 understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988 ".

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

Dated this _____ day of _____ 200

Signature: _____

(in the Capacity of): _____

Duly authorised to sign Tender for and on behalf of

TABLE-II

TENDER SECURITY FORM (Earnest Money Deposit)

(Bank Guarantee to be furnished on Rs 50/- stamp paper)

The Commissioner for Public Instruction

At Department of State Education Research & Training
Bangalore-560 085

Sir,

Whereas.....(hereinafter called "the Tenderer") has submitted its Tender dated.....200 .. for providing computer Education and to undertake Annual Maintenance during the project period of three years in -----number of Government High Schools in the State of Karnataka . (Hereinafter called the "Tender") KNOW ALL MEN by these presents that WE..... of.....having our registered office At(hereinafter called the Bank") are bound unto.....(hereinafter called "the purchaser") in the sum of for which payment well and truly to be made to the said Purchaser , the Bank binds itself, its successors and assigns by these presents. Sealed, with the Common Seal of the said Bank this day of 200 .

THE CONDITIONS of this obligation are:

1. (a) If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
(b) does not accept the corrections of errors in accordance with the ITT or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity:
(a)Fails or refuses to execute the Contract Form if required; or
(b)Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Tenderers.

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

The guarantee will remain in force up to and including 45 days after the period of the Tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

TABLE-III

**PERFORMANCE SECURITY FORM
(Bank guarantee to be executed on Rs. 50 Stamp paper)**

To

The Commissioner for Public Instruction
In Karnataka,
Department of State Education Research and Training,
No.4, 100 Feet Ring Road, Banashankari 3rd Stage,
Bangalore 560 085.

Sir

WHEREAS.....(Name of the Contractor) hereinafter called “the Contractor” has undertaken, in pursuance of Contract Number.....dated.....to undertake Annual Maintenance contract of computer Hardware, Software, UPS, Computer furniture and connected accessories and providing computer Education services in Government High Schools in _ _ _ _ _ districts in Karnataka, and related services hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalised/Scheduled Bank for the sum specified therein as security for compliance with the Contractors performance obligations in accordance with the Contract.

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

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

This guarantee is valid until theday of.....200.

Signature and Seal of Guarantors

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

Date.....

Address.....

.....

TABLE-IV

STATEMENT OF PAST PERFORMANCE

(Proforma for performance statement (for a period of last three years from 2002-03, 2003-04 & 2004-05))

Tender Number (IFT Number) No.DSERT/ETC2/Computer Edn/ Tender/05-06
Date : 14-11-2005 Date of opening 21-12-2005 at 4.00 P.M.

Name of the Firm _____

Organisation or Government Dept for which the services were provided in years	Contract Number & date	Description of the contract	Value of Contract	Period of performance of contract	Remarks indicating reasons for non performance or delay, if any	Has the work entrusted completed satisfactorily (Attach certificate From an Officer who entrusted the work)
1	2	3	4	5	6	7

Signature and seal of the Tenderer _____

TABLE-V

FORMAT OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE

To

The Commissioner for Public Instruction,
New Public Offices,
Department of State Education Research and Training,
No.4, 100 Feet Ring Road, Banashankari 3rd Stage,
Bangalore 560 085.

Sir,

We M/s..... (Name of the Tenderer) here in after called " the Contractor " have furnished the Tender for providing the Computer Education Services and Annual Maintenance contract for a project period of three years in (Number of Schools) in the Diistricts (Name of the districts) of Karnataka do here by agree to the implementation schedule of the said project of commencement of lessons will be completed within 15 days from the date of this contract, failing which the Commissioner for Public Instruction herein after called (the Purchaser) may at his discretion reject and cancel the contract agreement.

Yours faithfully,

Place:

Date:

Signature & Seal of the Tenderer.

TABLE-VI

UNDERTAKING

We M/s..... (Name of the Tenderer) here in after called " the Contractor " do hereby affirm and undertake to a Tender by all the terms, conditions and specifications given in the Tendering document while performing the contractual obligations relating to providing the Computer Education Services and Annual Maintenance for a project period of three years in ----- number of Districts in _ _ _ _ number of Government High Schools in Karnataka State.

Yours faithfully,

Place:
Date:

Signature & Seal of the Tenderer

TABLE- VII

DETAILS OF THE ORGANISATION:

Name and address Phone and Fax Nos	Year of Establishment	Registration No	No of People employed		Hardware details	List of S/W available	List of Projects handled
			No of Engineers with Qualifications				

PLACE:

DATE:

SIGNATURE OF AUTHORISED PERSON WITH SEAL

TABLE - VIII

**DETAILS OF NUMBER OF EXISTING TRAINING CENTRES IN KARNATAKA
RUN BY THE TENDERER**

Sl No	Location Address With the Telephone Number	Date of starting	No of Computers	No of instructors with Qualifications	Capital Cost	No of persons trained	No of Courses run

PLACE:

DATE:

SIGNATURE OF AUTHORISED PERSON WITH SEAL

TABLE -IX

DETAILS OF NUMBER OF YEARS OF EXPERIENCE IN PROVIDING
COMPUTER TRAINING

Sl No	School/Centre Name and address	Date of starting of the training	Type of training	Duration	Total No of students covered	Total period for which training was conducted

PLACE:

DATE:

SIGNATURE OF AUTHORISED PERSON WITH SEAL

TABLE –XI

CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN FIRST ENVELOPE.

Sl no	Description	Whether the Document is enclosed or not	Page No From and To
1	Tender form as per Table I	YES/NO	
2	TENDER SECURITY FORM (BANK GUARANTEE) OR DEMAND DRAFT as per Table II	YES/NO	
3	STATEMENT OF PAST PERFORMANCE as per Table IV	YES/NO	
4	FORMAT OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE as per Table V	YES/NO	
5	UNDERTAKING as per Table VI	YES/NO	
6	DETAILS OF THE ORGANISATION INCLUDING LIST OF TECHNICAL EMPLOYEES as per Table VII	YES/NO	
7	DETAILS OF NUMBER OF EXISTING TRAINING CENTRES IN KARNATAKA RUN BY THE CONTRACTOR AS PER TABLE VIII	YES/NO	
8	DETAILS OF NUMBER OF YEARS OF EXPERIENCE IN PROVIDING COMPUTER TRAINING AS PER TABLE IX	YES/NO	
9	ATTESTED COPIES SHOWING THE LEGAL STATUS, PLACE OF REGISTRATION AND PRINCIPAL PLACE OF BUSINESS OF THE FIRM(Tenderer)	YES/NO	
10	ATTESTED COPIES OF DOCUMENTS SHOWING THAT THE FIRM HAD AN AVERAGE TURNOVER OF RS ONE CRORE PER YEAR IN COMPUTER HARDWARE, SOFTWARE AND COMPUTER TRAINING SERVICES IN THE PAST THREE YEARS FROM 2002-03, 2003-04, 2004-05.	YES/NO	
11	ATTESTED COPIES OF SALE TAX REGISTRATION AND SALES TAX RETURNS FILLED IN THE LAST 3 YEARS FROM 2002-03, 2003-04, 2004-05.	YES/NO	
12	ATTESTED COPIES OF ACKNOWLEDGEMENT OF INCOME TAX RETURNS FILED IN THE LAST 3 YEARS FROM 2002-03, 2003-04, 2004-05.	YES/NO	
13	ATTESTED COPIES OF AUDITED FINANCIAL STATEMENTS FOR LAST 3 YEARS FROM 2002-03, 2003-04, 2004-05.	YES/NO	
14	DETAILS OF ACCREDIATION, IF ANY, UNDER DOE/ AFFILIATION/ RECOGNITION BY GOI OR GOK	YES/NO	
15	DETAILS OF MAINTENANCE / SERVICE CENTRES SET UP BY THE TENDERER AS PER TABLE X	YES/NO	
16	ATTESTED COPIES SHOWING THAT THE TENDERER HAS CAPABILITY FOR ANNUAL MAINTENANCE CONTRACT WORK OR TIE UP WITH AURHTOISED MAINTENANCE AGENCY / SERVICE CENTRES FOR ANNUAL MAINTENANCE AND PROVIDING COMPUTER EDUCATIONAL SERVICES DURING THE PROJECT PERIOD OF THREE YEARS INCLUDING GUARANTEE / WARRANTY PERIOD.	YES/NO	
17	ATTESTED COPIES OF DOCUMENTS SHOWING THAT THE TENDERER HAS PROVEN CURRICULUM DEVELOPMENT EXPERIENCE IN I.T EDUCATION	YES/NO	

18	PARTICULARS OF NUMBER OF SCHOOLS AND NUMBER OF DISTRICTS APPLIED VIDE SECTION VI -----		
19	TOTAL NO OF DISTRICTS APPLIED -----		

PLACE:

DATE:

SIGNATURE OF THE TENDERER

TABLE -XII

PRICE SCHEDULE

To
The Commissioner For Public Instruction,
Department of State Education Research and Training,
No.4, 100 Feet Ring Road, Banashankari 3rd Stage,
Bangalore 560 085.

Sir/Madam

Having examined the tender documents including addenda number-----and dated-----the receipt of which duly acknowledged, We the under signed, offer to quote the rates towards providing computer Education services and under take Annual Maintenance during the contract period of three years to the selected Government schools (District wise) we are interested to participate for ----- number of schools in ----- number of districts for which necessary Tender security /Bank Guarantee amounting to Rs -----@ the rate of Rs 10,000/- (Rupees Thirty Thousand only) per school is submitted in Envelope One.

Rates quoted by the Tenderer:

- 1) Cost towards providing of computer Education services in the school and the cost towards Annual Maintenance during the contract period of three years. This Rate should be quoted in terms of equated quarterly installments for one school (category wise- A,B and C) : District wise.**

Serial. Number	District Number	EQI for each school in the district towards providing of computer Education services and towards Annual Maintenance during the contract period of three years (In Rupees in figures and words) (rate should be quoted for one school (category wise- A,B and C) for a quarterly period of 3 months)
1		
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23		
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25		

CONDITIONS:

- 1) We undertake, if our Tender is accepted to provide Computer Education services and to undertake Annual maintenance for the contract period of three years in accordance with the terms and conditions in Tender document.
- 2) If our Tender is accepted we will obtain the Guarantee or Demand Draft from a Nationalised/Scheduled Bank for a sum of equivalent to -----percent of the total cost of the district entrusted to us.
- 3) We agree to a Tender by this Tender for a period of 90 days after the date fixed for opening of Second Envelope under clause 13.4 of this Tender document and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4) 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.
- 5) We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “ Prevention of corruption act 1988”.
- 6) We understand that you are not bound to accept a lowest offer that you may receive.

Tender validity.

The Tender is valid for a period of 90 days from the date of opening of Tender.

Dated this -----day of -----200

Signature

(Name and address of the Tenderer with seal)

(In the capacity of ----- Duly authorised to sign the Tender for and on behalf of)

TABLE XIII

Assumption made by the Tenderer on the basis of which rates have been quoted towards providing of Computer Education services and Annual Maintenance for the contract period of three years

SL. No	Brief Description of computer education services and annual maintenance to be Provided	Amount in Rs for each school
1	Salaries to One Instructor per month	
2	Training Cost per month	
3	Telephone Charges per month	
4	Internet Charges per month	
5	Electricity charges per month	
6	Computer Stationery and consumables per month	
7	Miscellaneous charges and cost towards insurance of computer Hardware, Software etc.	
9	Annual Maintenance contract charges for the project period of three years in EQI per quarter.	
10	Monitoring charges for the Contractor	

3. Tender validity period :

Place :

Signature

**Date :
Tenderer**

**Name and address of the
with seal**