



GOVERNMENT OF KARNATAKA

KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD,
6TH CROSS, MALLESWARAM, BENGALURU – 560 003.

**e-TENDER NOTIFICATION FOR HIRING OF VEHICLES TO 2024 SSLC, PUC
AND OTHER EXAMINATIONS WORK**

TENDER DOCUMENTS

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

Address for communication:

DIRECTOR, EXAMS
KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD
6TH CROSS, MALLESWARAM, BENGALURU – 560 003.
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WEB SITE: www.sslc.karnataka.gov.in



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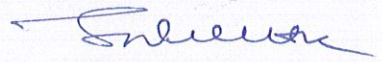
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e- TENDER SCHEDULE

**e-TENDER NOTIFICATION FOR HIRING OF VEHICLES TO 2024 SSLC, PUC
AND OTHER EXAMINATIONS WORK**

1	TENDER REFERENCE NO & DATE	KSEAB/DPIE/B2(HLCV)/8/2023-20659 DATE:23.01.2024
2	APPROXIMATE VALUE OF TENDER	Rs:151.00 Lakhs
3	EMD AMOUNT	Rs: 3,02,000-00
4	TENDER COMMENCEMENT DATE	29.01.2024
5	PRE-BID MEETING	05.02.2024 at 11.30 AM
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	12.02.2024 at 04.00 PM
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	14.02.2024 at 12.00 PM
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	17.02.2024 at 12.00 PM
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD, 6 TH CROSS, MALLESWARAM, BENGALURU –560 003.


Director (Exams)
KARNATAKA SCHOOL EXAMINATION
AND ASSESSMENT BOARD
Mallehwaram, Bengaluru-560003

e-TENDER NOTIFICATION FOR HIRING OF VEHICLES TO 2024 SSLC, PUC AND OTHER EXAMINATIONS WORK

SECTION I : INVITATION FOR TENDER (IFT)

IFT No: KSEEB/DPIE/B2(HLCV)/8/2023-BSEC /20659

DATE:-23.01.2024

1. The Director, Exams, Karnataka School Examination And Assessment Board, 6th cross, Malleswaram, Bengaluru-560003, invites e-tenders from eligible bidders for "**Hiring of Vehicles to 2024 SSLC, PUC and OTHER Examinations work**".
2. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents may be downloaded from www.kppp.karnataka.gov.in and www.sslc.karnataka.gov.in. The bidders will be required to register themselves with the centre for e governance 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 <http://www.kppp.karnataka.gov.in>. Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e governance. Necessary details could also be obtained over telephone.
4. The Earnest Money Deposit 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.
 - 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
5. Technical bids will be opened as per the tender schedule in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
6. Other details can be seen in the tender document.

ABBREVIATIONS

1	ITT	Instructions to Tenderers
2	IFT	Invitation for Tenders
3	GCC	General Conditions of Contract
4	SCC	Special Conditions of Contract
5	KSEAB	Karnataka School Examination And Assessment Board
6	EMD	Earnest Money Deposit
7	CeG	Centre for e-Governance

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SECTION – II: INSTRUCTIONS TO TENDERERS

A. INTRODUCTION

1 Eligible Tenderers

1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

2 Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Director, Exams, K.S.E.A. Board 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 Contents of Tender Documents

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

- Instructions to Tenderers (ITT);
- General Conditions of Contract (GCC);
- Special Conditions of Contract (SCC);
- Schedule of Requirements;
- Technical Specifications;
- Tender Form and Price Schedules;
- Earnest Money Deposit Form;
- Contract Form;
- Performance Security Form;

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

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing at the time of pre-bid meeting or with in last Date & Time specified for Tender Queries/Clarifications. The Purchaser will publish the respond in writing to any request for clarification of the tender documents on e-procurement portal only.

5 AMENDMENT OF TENDER DOCUMENTS

5.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal.

- 5.2 In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.
- 5.3 Pre-bid meeting shall be held as per the Tender Schedule at KSEAB, 6th Cross, Malleshwaram, Bengaluru 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till 4.00PM of pre-bid meeting date.

C. PREPARATION OF TENDERS

6. Language of Tender

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

7. Documents constituting the Tender

The tender prepared by the Tenderer shall comprise the following components:

- a) A Tender Form and price Schedule completed in accordance with ITT Clauses 8,9 and 10.
- b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Documentary evidence established in accordance with ITT Clause 12 that the services to be supplied by the Tenderer conform to the tender documents; and
- d) Earnest Money Deposit furnished in accordance with ITT Clause 13.

8. Tender Form

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be delivered, quantity and prices.

9. Tender Prices

9.1 The tenderer shall indicate rates per Km for all the categories for hiring of 4+1,6+1 Seats capacity Cars, Tempo Traveller, 2 Ton capacity roof closed Truck, 6 ton and 9-ton closed container lorries as per the required commercial bid format in annexure – VIIB, Price Schedule, that shall include cost for inside and outside Bengaluru, as specified.

9.2 Prices on the Price Schedule shall be entered including all taxes:

- a) the price of the services, including all applicable taxes already paid or payable; or
- b) any Indian duties, sales and other taxes which will be if this Contract is awarded;

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

9.4 The tenderer can quote separately for Category-A or Category-B vehicles. In addition bidder can quote in lumpsum for both the Category-A and Category-B vehicles.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

(a) Deleted

(b) that the Tenderer 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 tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents establishing the delivery of service

10.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all the services which the tenderer proposes to provide under the contract.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, The tender shall furnish as a part of its tender, Earnest Money Deposit as specified in Section V – Schedule of Requirements. shall be credited to the account specified by the of Centre for e governance.

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

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

- (a) at the tenderer's option, be in the form of either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savings instruments;
- (b) the bank guarantee be substantially in accordance with the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;

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

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

(e) remain valid for a period of 60 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 tenderer has been specifically exempted by the Karnataka Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

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

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

13.7 The earnest money deposit may be forfeited:

(a) if a Tenderer

(i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or

(ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

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

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

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

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to 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 Tenderer'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 Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The successful submission of tender by the bidder will constitute the signing of the tender by the Tenderer. (Tender document uploaded in the e-procurement portal).

15.2 Deleted.

15.3 Deleted.

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

D. SUBMISSION OF TENDERS

16. Submission of Tenders

- 16.1 All tenderers 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 in 2 cover system
 - 1. Technical bid (cover-I) as per section VII qualification criteria
 - 2. Commercial bid (cover-II) as per section VII qualification criteria.

17. Deadline for Submission of Tenders

- 17.1 Tenders must be uploaded and signed as specified under ITT Clause 14 not later than the time and date specified in the Tender Schedule. 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 3, 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 e-procurement web-portal will not be accessible after the deadline and hence no late submission is possible and allowed.

19. Modification and withdrawal of Tenders:

- 19.1 The Tenderer may modify or withdraw its tender after the tender's submission, for any number of times before the deadline for the submission of bids with no extra cost.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender is allowed for withdrawal 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. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.

E. TENDER OPENING AND EVALUATION OF TENDERS

20. Opening of Tenders by the Purchaser

- 20.1 The Purchaser will open all tenders as per the tender schedule submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at the Office of the Director, Exams, Karnataka School Education and Assessment Board, 6th Cross, Malleshwaram, Bengaluru – 560003.

- 20.2 The Tenderers' 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 Tenderers' names, tender modifications or withdrawals, tender prices, Discounts, 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-portal.

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 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 Service Provider 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 Tenderer.
- 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 Tenderer 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 tenderers or all the tenderers.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

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

23.3 Separate quotes shall be given for each item specified under Section VIII B. Bid is divided into two categories.

A. Bidder quoting lowest rate per km for Tempo Traveller outside Bengaluru shall have to accept other lowest rates quoted by any other bidder for other items like 4+1,6+1 seats capacity Car outside and inside Bengaluru, bata charges wherever applicable.

B. Bidder quoting lowest rate for 9 ton capacity roof closed truck for outside Bengaluru shall have to accept with other lowest rates quoted by any other bidder under Category B like 2 & 6 Ton capacity roof closed Truck, inside & outside Bengaluru, bata charges wherever applicable.

23.4 (1) Quoting the rates for A & B Category is not mandatory. A bidder can apply for both category or each category.

(2) Under section 20.2, bidders quoting rates for category A should compulsorily quote rates for all the items under category 'A' and is not compulsory to quote for category 'B'.

(3) If a bidder quoting for category B should compulsorily quote rates for all the items under category 'B' and is not compulsory to quote for category 'A'.

(4) Bidder quoting rates for Category A & B should compulsorily quote rates for all items under category A & B

(5) Category A & B are separate packages A & B may be given to separate agencies or to the same agency. The tenderer should quote rate for all the items under, Category A or B if not tenderer shall be rejected for being non responsive.

24. Contacting the Purchaser

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. AWARD OF CONTRACT

25. Post qualification;

- 25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2(b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to ITT Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria;

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

27. 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 originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. However, after the contract award also at the time issue of supply order the quantity for main exam will be based on the number of applicants and for supplementary exam number of fail candidates in the main exam.

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

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

29. Notification of Award

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

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

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 27, the Purchaser will discharge its earnest money deposit, pursuant to ITT Clause 11.

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

30. Signing of Contract

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

30.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 7 days of the receipt of notification of award of contract from the purchaser, the successful Tenderer shall furnish the performance guarantee in accordance with the Conditions of contract (GCC Clause 4.1), in the performance Guarantee Form provided in the tender documents or in another form acceptable to the purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit, in which event the KSEAB may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

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

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

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

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract.
- 32.2 Furthermore, Tenderers' shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

a. Definitions:

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "Services" means services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- (d) "GCC" means the General Conditions of Contract contained in this section
- (e) "SCC" means the Special Conditions of Contract.
- (f) "The Purchaser" means the organization taking the Services, as named in SCC.
- (g) "The Service Provider" means the individual or firm delivery of Services under this Contract.
- (h) "The Government" means the Government of Karnataka State
- (i) "The State" means the Karnataka State
- (j) "The Project Site", where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

Note :Where ever has been mentioned as "services" shall be considered as"

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 service 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 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 7 days of receipt of the notification of contract award, the Service Provider 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 Service Provider'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) Banker's cheque, or Demand Draft or Pay Order drawn in favor of the Purchaser.; or
 - (c) Specified small savings instruments duly pledged to the Purchaser.

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

6.5 In the event of any contract amendment, the Service Provider 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 Deleted

8. Packing Deleted

9. Delivery of service and Documents Deleted

10. Insurance Deleted

11. Transportation Deleted

12. Incidental Services Deleted

13. Spare parts Deleted

14. Warranty Deleted

15. Payment

15.1 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted pursuant to GCC Clause 7, and upon fulfilment of other obligations stipulated in the contract.

15.2 No advance payment will be made by the Department for delivering the tendered service.

15.3 Payment shall be made in Indian Rupees.

15.4 Payment shall be made after deducting TDS under GST (If applicable only) and Income-tax at the prevailing rates.

16. Prices

16.1 Prices payable to the Service Provider as stated in the contract shall be firm during the performance of the contract.

17. Change Orders Deleted

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made Except by written amendment signed by the parties.

19. Assignment

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

20. Subcontracts

20.1 No Subcontracts are allowed.

21. Delays or discrepancies in the Service Provider's Performance

21.1 Performance of the Services shall be made by the Service Provider in accordance with the requirement of the purchaser and depute vehicles well in time and place as mentioned in the work order.

21.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall make alternate arrangement to replace the vehicle or make alternate arrangement for resolving the issue. However, the same need to be promptly notified to the Purchaser.

21.3 A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless waive off is extended by the Purchaser after ascertaining the reasons proposed by the service provider.

21.4 No additional cost will be paid for any replacement or solutions provided, however attract penalty as appropriately fixed by the purchaser depending on the default and the damage done to the examination work.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to provide vehicle within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum of Rs. 5,000/- per day for the delayed days or delay until actual delivery or performance, along with sum that is fixed by the Purchaser depending on the default and the damage done to the examination work. The Purchaser may consider termination of the Contract pursuant to GCC Clause 23 when the damage was found very severe.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

- i. if the Service Provider fails to deliver quality service and render service even after repeated warning by the Purchaser pursuant to GCC Clause 15.2; or
- ii. if the Service Provider fails to perform any other obligation(s) under the Contract.
- iii. If the Service Provider, in the judgment of the Purchaser has engaged in

corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue there after to the Purchaser.

26. Termination for Convenience

26.1 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.

- 26.2 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.

27. Settlement of Disputes

- 27.1 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.
- 27.2 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.
- 27.3 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 delivery of the Goods under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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 Supplier any monies due the Supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful 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.

29. Governing Language

- 29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English or Kannada language.

30. Applicable Law

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

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be Sent to other party in writing or by cable or facsimile and confirmed in Writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, Whichever is later

32. Taxes and Duties

32.1 Service Provider shall be entirely responsible for all taxes (including Sales tax), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to the Purchaser.

33. Contacting KSEAB :

33.1 Any effort by a bidder to influence KSEAB in its decisions on bid evaluation, bid parison or contract award will result in the rejection of bid of such bidder.

34. Resolution of disputes :

34.1 In case of Dispute or difference arising between the purchaser and the Service Provider relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A Certified copy of the appointment Order shall be supplied to each of the parties.

34.2 Arbitration proceedings shall be held at Bengaluru Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

34.3 The decision of the arbitrators shall be final and binding upon both parities. 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.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. **Definitions (GCC Clause 1)**
 - (a) The Purchaser is the Director, Exams, Karnataka School Examination and Assessment Board, 6th Cross, Malleshwaram, Bengaluru – 560 003.
 - (b) The Service Provider is Tenderer
2. **Inspection and Tests**
As per GCC Clause 5
3. **Delivery of service and Documents (GCC Clause 7)**
“Applicable”
4. **Incidental Services (GCC Clause 10)**

“Deleted”
5. **Payment (GCC Clause 12)**

As per GCC clause 12

6. **Notices (GCC Clause 19)**
For the purpose of all notices, the following shall be the address of the Purchaser and Service Provider.

Purchaser: The Director, Exams, Karnataka School Examination and Assessment Board,
6th Cross, Malleshwaram, Bengaluru-03

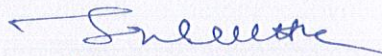
Service Provider: (To be filled in at the time of Contract signature)

SECTION V: SCHEDULE OF REQUIREMENTS

“Hiring of Vehicles (Cars, tempo traveler, 2.6&9 Ton capacity Roof Closed Container Truck to 2024 SSLC, PUC & OTHER Examination work” (Approximate and as per previous year utility)

1. As per section II Clause 23, the Director- Exams, KSEAB reserves the right to increase or decrease 25% of the above requirements.
2. Time schedule for the supply is tentative and shall be as follows;

Sl no	Brief description	Quantity required	Delivery schedule	TOTAL EMD IN RUPEES
1	4+1 Seats capacity Cars	750	Work Order will be issued, as per KSEAB requirement from time to time	Rs.3,02,000/-
2	6+1 Seats capacity Cars	550		
3	Tempo traveler	350		
4	2 Ton capacity roof closed truck	10		
5	6 Ton capacity Roof Closed Container Truck	150		
6	9 Ton capacity Roof Closed Container Truck	80		


Director (Exams)
Karnataka School Examination
And Assessment Board
Malleswaram, Bengaluru-560003

SECTION VI - TECHNICAL SPECIFICATIONS

1. The entire work is confidential in nature and the material transported is related to examination work. Hence the absolute confidentiality should be maintained.
2. The bidder should be registered with the authority concerned of state/central Govt. and should fulfil the prevailing conditions prescribed in the Motor Vehicle Act.
3. The drivers deputed should possess legal driving license and follow all the transport and RTO rules.
4. The drivers should always remain with the vehicle during the entire period of duty.
5. The drivers' should behave courteously with Board deputed staff.
6. In case of any accident, the claims/damage arising out of it shall be met by the contractor only.
7. Vehicles provided should be in good condition in all sense.
8. In the event of breakdown of vehicle, arrangement for substitute vehicle have to be made by the contractor immediately. In such a case, no payment will be made for the mileage incurred for the arrangement of substitute vehicle.
9. Sufficient number of vehicles will have to be provided as per the schedule of requirement.
10. Vehicles will have to arrive at the Purchasers premises well in advance as per the timings mentioned in the work order.
11. The drivers will have to travel in the shortest distance to reach the destination. Any deviations found in this; appropriate amount shall be deducted from the payment.
12. Duly signed trip sheets with all information filled are accepted along with the invoice. Any incomplete trip sheets shall not be entertained by the Purchaser and payment related to such trip sheets will not be made.
13. Invoice should be produced along with consolidated trip details for verification which shall be verified for payment.
14. Fastag Toll Charges shall be paid by the respective service recipients; subject to the produce of toll Charges paid statements along with the Invoice.
15. Payment shall be made within 45 days from the date of submission of invoice. Payment related to PU section work will be made through Treasury while SSLC and Other Exams section payment will be made from Board fund.
16. No advance payment shall be made for any work.
17. Opening Kilometre shall start from the place where the trip starts and ends where the last person is dropped. At any point, no extra kilometres shall be entertained.



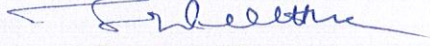
Director (Exams)
Karnataka School Examination
And Assessment Board
Mallechwaram, Bengaluru-560003



SECTION VII: QUALIFICATION CRITERIA

(Referred to in Clause 9.2 (b) of ITT)

1. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society
2. The turnover of the tenderer shall not be less than **Rs:121.00 Lakhs** each in the years 2020-21,2021-22,and 2022-23.
3. The tenderer should have minimum of 3 years of experience in the field. Enclose the experience certificate.
4. copy of the PAN card of the firm has to be uploaded as detailed below
 - a) If a firm is sole proprietorship PAN card copy of the proprietorship
 - b) If a firm is partnership PAN card copy of the firm only (partners PAN card Copy will not be considered)
 - c) If a firm is private Ltd or Public Ltd... Company, PAN card copy of the Company.
5. Audited balance sheet and Profit and Loss account for the years F.Y 2020-21 2021-22 and 2022-23, has to be uploaded (preferably annual report of the company)
6. EMD of **Rs.3,02,000/-** in should be credited to CeG account as per IFTClause (4).
7. Details of Income Tax returns filed for the years, F.Y 2020-21, 2021-22 and 2022-23. i.e Assessment year 2021-22,2022-23 and 2023-24
8. Documents to prove the ownership of at least 10 relevant vehicles required in this tender.
9. Previous experience in the format mentioned under Section XII
10. GST Registration certificate to be uploaded.


Director (Exams)
Karnataka School Examination
And Assessment Board
Malleshwaram, Bengaluru-560003

SECTION VIII: TENDER FORM

**Office of the Director, Exams, Karnataka School Examination and Assessment Board, 6th Cross,
Malleshwaram, Bengaluru – 560 003.**

“Hiring of Vehicles 2024 SSLC,PUC & sOTHER examinations work”

From,
To
The Director, Exams,
Karnataka School Examination and Assessment Board,
Bengaluru – 560003.

Sir,

Having examined the Tender Documents including Addenda No KSEEB/DPIE/B2(HLCV)/8/2023-20659 DATE:23.01.2024 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for supply of vehicles to 2024 SSLC,PUC&OTHER examinations work in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the service 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 2 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.N	Details required	Uploaded
1	Name and address of the firm (Addresses of the Head Office and local branch office should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	Annual turnover for the financial years 2020-21, 2021-22, and 2022-23 (i.e., Assessment Year 2021-22, 2022-23 & 2023-24 respectively)	
4	Copy of the PAN card (As specified under Section VII)	
5	Audited balance sheet and Profit and Loss account for the financial years 2020-21, 2021-22, and 2022-23 (i.e. Assessment Year 2021-22, 2022-23 & 2023-24 respectively)	
6	EMD of Rs.3,02,000/-	
7	Income Tax returns filled for the F.Y Financial years 2020-21, 2021-22, and 2022-23 (i.e. Assessment Year 2021-22, 2022-23 & 2023-24 respectively)	
8	GST Registration certificate	
9	Previous experience in the format mentioned under Section XII	
10	Documents to prove the ownership of at least 10 relevant vehicles required in this tender.	

Note: The Enclosures related to Sl. No. 1 to 10 must be self-attested and uploaded

Seal and signature of the Tenderer

(SCAN AND UPLOAD)


 Director (Exams)
 Karnataka School Examination
 And Assessment Board
 Malleshwaram, Bengaluru-560003

SECTION VIII-B
PRICE SCHEDULE (Not to be uploaded)
CATEGORY -A

INSIDE BENGALURU(No driver Bata)

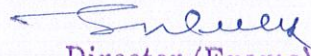
Sl. No	Details	LMV CAR (4+1)	LMV CAR (6+1)	TEMPO TRAVELER (12+1)	Rate per Km (Including all applicable taxes) Rs. in Figures
1	4 hours (40.km) minimum rate				
2	6 hours (60.km) minimum rate				
3	8 hours (80.km) minimum rate				
4	Minimum rate for extra hour				
5	Minimum rate for extra Km				

OUTSIDE BENGALURU

Sl. No	Details	Rate per Km (Including all applicable taxes)		
		Rs. in Figures	Rate for driver Bata	
			Day(Rs. in Figures)	Night(Rs. in Figures)
1.	Rate per Km for 4+1 Seats Capacity Cars (Minimum 300 km per day)	Bidder shall quote the price in the e-procurement portal only as per the Government Circular DE 165 ವೆಚ್ಚ 12/2017 Dated 21.03.2017		
2	Rate per Km for 6+1 Seats Capacity Cars (Minimum 300 km per day)			
3	Rate per Km for 12+1 seats Tempo traveler or equivalent Vehicle (Minimum 300 km per day)			

DATE :
PLACE:

SIGNATURE OF THE TENDERER
NAME ADDRESS AND SEAL


Director (Exams)
 Karnataka School Examination
 And Assessment Board
 Malleshwaram, Bengaluru-560003

PRICE SCHEDULE
CATEGORY –B
(Not to be uploaded)

INSIDE BENGALURU(No driver Bata)

Sl. No	Details	Minimum rate Per Day (Including all applicable taxes) Rs. in Figures	Bidder shall quote the price in the e-procurement portal only as per the Government Circular DE 165 ವೆಚ್ಚ 12/2017 Dated 2 1.03.2017
1	2 Ton Capacity Roof Closed Truck		
2	6 TO 9 Ton Capacity Roof Closed Container Truck		

OUTSIDE BENGALURU
Closed Container Lorries

Sl. No	Details	Rate per (Km)Including all applicable taxes			
		Rs. (In Figures)	Rs. (in words)	Rate for driver Bata	
				Day (Rs. In Figures)	Night (Rs. In Figures)
1.	6 Ton capacity Roof Closed Container Truck (Minimum 300 km per day)	Bidder shall quote the price in the e-procurement portal only as per the Government Circular DE 165 ವೆಚ್ಚ 12/2017 Dated 21.03.2017			
2.	9 Ton capacity Roof Closed Container Truck (Minimum 300 km per day)				

DATE :
 PLACE :

SIGNATURE OF THE TENDERER
NAME ADDRESS AND SEAL



Director (Exams)
 Karnataka School Examination
 And Assessment Board
 Malleshwaram, Bengaluru-560003

SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Not Applicable

SECTION X:
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 Service Provider) of..... (City and Country of
Service Provider) (Hereinafter called "the Service Provider") of the other part:

WHEREAS the Purchaser is desirous that certain ancillary services
viz.,.....(BriefDescription of Services) and has accepted a tender by the
Service Provider for the supply of those services in the sum of..... (Contract Price
in Words and Figures) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- b. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the 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 Service Provider in consideration of the provision of the 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 services which shall be supplied/provided by the Service Provider are as under:

SL.NO.	BRIEF DESCRIPTION OF SERVICES	PRICE

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the said(For the Service Provider)

in the presence of:.....

SECTION XI.

PERFORMANCE SECURITY FORM

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

WHEREAS _____ (Name of Service Provider)

Hereinafter called "the Service Provider" has undertaken , in pursuance
of Contract No. _____ dated,.....
..... 20... to

Supply.....
..... (Description of Services) hereinafter called "the
Contract".

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

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors 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 Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and Seal of Guarantors

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

Date.....20....

Address:.....
.....

SECTION XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)
Proforma for Performance Statement for the last three years

IFT No..... Date of Opening..... Time Hours

Name of the Firm:

Orders placed by (Full address of Purchaser) 1	Order No and Date 2	Description of service ordered 3	Value of Order 4	Date of Completion of service As per contract/Actual 5	Remarks indicating reasons for late delivery, if any 6	Has the service been satisfactorily Functioning. (Attach a Certificate from the Purchaser if any) 7
2020-21						
2021-22						
2022-23						

Signature and Seal of the Tenderer

(SCAN AND UPLOAD)

SECTION XIII

Financial Capability Certification

Date:

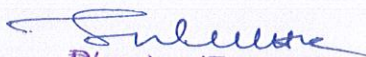
We have verified the relevant statutory and other records of M/s.....
(Name of the bidder) and certify the following

Criteria	For the Year 1 Financial Year (2020 to 2021)	For the Year 2 Financial Year (2021 to 2022)	For the Year 3 Financial Year (2022 to 2023)
Net worth			
Annual Turnover			

Signature and Seal

Registration number of statutory Auditor

(SCAN AND UPLOAD)


Director (Exams)
Karnataka School Examination
And Assessment Board
Malleshwaram, Bengaluru-560003
