

GOVERNMENT OF KARNATAKA

KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6^{TH} CROSS, MALLESWARAM, BENGALURU – 560 003.

e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER SCRIPTS BY WAY OF SCANNING, CONVERTING IN TO PDF, PRINTING & UPLOADING IN THE KSEEB PORTAL FOR S.S.L.C EXAMINATION-2020

e-TENDER DOCUMENTS

To be used for furnishing bids by Empaneled Vendors (Pre Qualified Tenderers) As Per Govt Order No. DPAR 50 EGM 2019 Dated:06.09.2019

Address for Communication

Phone No's: 080-23349434 Fax: 080- 23347670



GOVERNMENT OF KARNATAKA

KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6TH CROSS, MALLESWARAM, BENGALURU – 560 003.

Phone No's: 080-23349434

Fax: 23347670

WEB SITE: www.kseeb.kar.nic.in

e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER SCRIPTS BY WAY OF SCANNING , CONVERTING INTO PDF, PRINTING & UPLOADING IN THE KSEEB PORTAL FOR S.S.L.C EXAMINATION-2020

1.	e-TENDER REFERENCE No. & DATE	B4/Ans.Scrpt Scanning-2020/18/2019-20 Dated:03-02-2020
2.	APPROXIMATE VALUE OF TENDER	₹ 16.00 Lakhs (Rupees Sixteen Lakhs only)
3.	EMD AMOUNT	₹ 32,000/- (Rupees Thirty Two Thousands only)
4.	DATE OF COMMENCEMENT	DATE: 06-02-2020
5.	PRE BID MEETING	DATE: 20-02-2020
6.	LAST DATE AND TIME FOR SUBMISSION OF e-TENDERS	DATE: 06-03-2020
7.	TIME AND DATE OF OPENING OF FINANCIAL BID	DATE: 09-03-2020
8.	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 6TH CROSS, MALLESHWARAM, BENGALURU – 560 003

क्षित्राम्बर्क - 500 000

· ·	SECTION II: INSTRUCTIONS TO TENDERERS	
Clause	TABLE OF CLAUSES	Page
No.	Topic Name	No.
	A. INTRODUCTION	
1.	Eligible Tenderer	04 ,
	B. TENDER DOCUMENTS	
2.	Contents of Tender Documents	04
3.	Amendment of Tender Documents	0
	C. PREPARATION OF TENDERS	
4.	Language of Tender	04
5.	Documents Comprising the Tender	05
6.	Tender Form	05
7.	Tender Prices	05
8.	Tender Currency	05
9.	Documents Establishing Tenderer's Qualifications	05
10.	Documents Establishing Services Eligibility and Conformity to Tender Documents	06
11.	Earnest Money Deposit	06
12.	Period of Validity of Tenders	06
13.	Format and Signing of Tender	07
	D. SUBMISSION OF TENDERS	1
14.	Uploading of Tenders bids	07
15.	Deadline for submission of Tenders	07
16.	Late Tenders	07
17.	Modification and Withdrawal of Tenders	07
	E. TENDER OPENING AND EVALUATION OF TENDERS	
18.	Opening of Tenders by the Purchaser	07
19.	Clarification of Tenders	07
20.	Preliminary Examination	08
21.	Evaluation and Comparison of Tenders	08
	F. AWARD OF CONTRACT	
22.	Post-qualification	08
23.	Award Criteria	09
24.	Purchaser's Right to Vary Quantities at Time of Award	09
25.	Purchaser's Right to Accept any Tender and to Reject any or all Tenders	09
26.	Notification of Award	09
27.	Signing of Contract	09
28.	Performance Security	09

SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers:

- 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 obtained under this Invitation of Tenders.
- Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- A pre bid meeting is scheduled at the Director's office on 02-02-2020 to determine the technical efficacy of the bidder, all bidders desirous of participating in the tender are required give a demonstrate or presentation to establish their ability to provide the required services as per tender document.

B. Tender Documents

2. Contents of Tender Documents

- The services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - a) Instruction to Tenderers (ITT).
 - b) General Conditions of Contract (GCC).
 - c) Special Conditions of Contract (SCC).
 - d) Schedule of Requirements.
 - e) Technical Specifications.
 - f) Qualification Criteria
 - g) Tender Form and Price Schedules.
 - h) Contract Form.
 - i) Performance Security Form.
- The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

3. Amendment of Tender Documents

- At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment and the same will be uploaded in the e-Tender portal www.eproc.karnataka.gov.in
- In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

4. Language of Tender

4.1 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.

Documents comprising the Tender

- 5.1 The tender prepared by the tenderer shall comprise the following components:
 - a) A tender Form and a price schedule completed in accordance with ITT Clauses 6, 7 & 8.
 - b) Documentary evidence established in accordance with ITT Clause 9 that the tenderer is eligible to tender and is qualified to perform the contract if it's tender is accepted.
 - c) Documentary evidence established in accordance with ITT Clause 10 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 11.

6. Tender Form

The tenderer shall complete the tender form and the price schedule as furnished at the **www.eproc.karnataka.gov.in**, Indicating the quantity and prices for the services to be supplied.

7. Tender Prices

- 7.1 The tenderer shall indicate on the price schedule the unit prices to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award
- 7.2 Prices on the price schedule shall be entered including of all taxes:
 - i. The price of the services, including all duties and sales and other taxes. Already paid or payable on components and raw material used for providing the services.
 - ii. Any Indian duties, sales and other taxes which will be payable on the services if this contract is awarded;
 - iii. The price for inland transportation, insurance and other local costs incidental to delivery of the services to their final destination; and
 - iv. The price of other incidental services listed in Clause 4 of the special conditions of contract.
- 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 19.

8. Tender Currency

8.1 Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and Qualifications

- Pursuant to ITT Clause 5, 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) 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.
- 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 three years and details of current contracts in-hand and other commitments (suggested proforma given in Section XI)

10. Documents Establishing Services Eligibility and Conformity to Tender Documents:

Pursuant to ITB Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

11. Earnest Money Deposit

- Pursuant to ITT Clause 5, The Earnest Money Deposit shall be credited to the account of Centre for e-governance.
- The Tenderer shall transfer an amount of ₹ 32,000/- as EMD to e-governance. 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 11.5.
- Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 20.
- Unsuccessful Tenderer's tender securities will be returned as promptly as possible as per the schedule of 'center for e-governance, Karnataka Government' on completion of tender process. Pursuant to ITT Clause 12.
- The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the contract, pursuant to ITT Clause 27, and furnishing the performance security, pursuant to ITT Clause 28.
- 11.6 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;
 - b) In case of a successful Tenderer, if the Tenderer fails:
 - 1. To sign the contract in accordance with ITT Clause 27; or
 - ii. To furnish performance security in accordance with ITT Clause 28.

12. Period of Validity of Tender.

12.1 Tenders shall remain valid for Six months after the deadline for submission of tenders

- prescribed by the purchaser, pursuant to ITT Clause 16. A tender valid for a shorter period shall be rejected by the purchaser as non-responsive.
- 12.2 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 11 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.

13. Format and Signing of Tender

Eligible tenderer who are registered in e-procurement shall upload all the documents required for this bid, submit and sign using digital key.

D. Submission of Tenders

14. Uploading of Tenders bids:

All tenderers

- a) Technical bid as at ITT Clause 11 qualification criteria and
- Commercial bid should submit their tenders through e-procurement portal only. (Telex, cable or facsimile tenders will be rejected).

15. Deadline for Submission of Tenders

- Tenders must be uploaded and signed as specified under ITT Clause 14, no later than the time and date specified in the Tender Schedule even in the event of the specified date for the submission of Tenders being a holiday or declared holiday.
- 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.

16. Late Tenders

e-procurement web-portals will not be accessible after the deadline hence no late Submission is possible and allowed.

17. Modification and Withdrawal of Tenders

- Modification or withdrawal of the Tenderer submitted is governed by the conditions as enumerated by 'Centre for e-Governance'. Post the deadline prescribed for submission of tenders there is no provision for modification or withdrawal of the tender submitted.
- 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 in the Contract. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.5.

E. Tender Opening and Evaluation of Tenders

18. Opening of Tenders by the Purchaser

18.2 The results of financial bid evaluation will be available to the tenderers at the e-portal.

19 Clarification of Tenders:

During evaluation of tenders, there will be no clarification sought by the Purchaser nor the tenderer is permitted to submit additional data.

20. Preliminary Examination

20.1 The Purchaser will examine the tenders to determine whether they are complete,

whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- Where the Tenderer has quoted for more than one schedule, if the earnest money deposit furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of earnest money deposit to be furnished for the schedule included in the tender (offer) in the serial order of the schedule of Requirements of the Tender document.
- 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.
- Prior to the detailed evaluation, pursuant to ITT Clause 21, the Purchaser will 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 4). Applicable law (GCC Clause 12), and Taxes & Duties (GCC Clause 14) 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.
- 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.

21. Evaluation and Comparison of Tenders

Those who qualified at qualification criteria mentioned above among them the tenderer who as quoted the least price shall be selected as a successful tenderer.

F. Award of Contract

22. Post qualification

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 9.2 (b) and is qualified to perform the contract satisfactorily.

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 11, as well as such other information as the Purchaser deems necessary and appropriate.

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.

23. Award Criteria

Subject to ITT Clause 25, 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

ক্রেন্টের (ম্প্রান্ত) বন্ধান্ত জ্বালি জালি ক্রিন্টার ক্রিন্টার

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

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

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

25.1 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.

26. Notification of Award

- Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 28, the Purchaser will promptly notify the name of the winning Tenderer in the e-tendering portal at **www.eproc.karnataka.gov.in** and will discharge the earnest money deposit to the unsuccessful tenderers through the **'Centre for e-governance, Government of Karnataka'**, pursuant to ITT Clause 11.
- 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.

27. Signing of Contract

- 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.
- 27.2 Within 10 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

28. Performance Security

- Within 7 days of the receipt of notification of award from the purchaser the successful Tenderer shall furnish the performance security in accordance with the conditions of Contract, in the performance security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 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 Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

A SICH AND STANDS

SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

Clause Number	Торіс	Page Number
1.	Definitions	11
2.	Application	11
3.	Standards	11
4.	Performance Security	11
5.	Inspection and Tests	12
6.	Payment	12
7.	Prices	13
8.	Contract Amendments	13
9.	Delays in Supplier's Performance	13
10.	Liquidated Damages	13
11.	Termination for Default	13
12.	Applicable Law	14
13.	Notices	14
14.	Taxes and Duties	14

SECTION III: GENERAL CONDITIONS OF CONTRACT

Definitions

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

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The services" means all the equipment, machinery, and/or other materials which the Supplier is required to use for providing the services to the Purchaser under the Contract; and any other ancillary 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 Supplier covered under the Contract;
- d) "GCC" mean the General Conditions of Contract contained in this section.
- e) "SCC" means the Special Conditions of Contract.
- f) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- g) "The Supplier" means the individual or firm supplying the Goods and 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 " DIGITIZATION OF THE VALUED ANSWER SCRIPTS BY WAY OF SCANNING, CONVERTING INTO PDF & UPLOADING IN THE KSEEB PORTAL OF S.S.L.C EXAMINATION-2020

Application

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

3. Standards

The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the service industry and such standards shall be the latest issued by the concerned institution.

4. Performance Security

- Within 7 days of the receipt of notification of award from the purchaser the successful Tenderer shall furnish the performance security in accordance with the conditions of Contract, in the performance security Form provided in the tender documents or in another form acceptable to the Purchaser valid up to 60 days after the date of completion of performance obligations.
- The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- The Performance Security shall be denominated in Indian Rupees and shall be in of of the following forms:
 - a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - b) A cashier's 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 duly pledged to the Purchaser.
- The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

5. Inspections and Tests

- The Purchaser or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- Should any inspected or tested services fail to conform to the specifications, the Purchaser may reject the services and the Supplier shall either replace the rejected services or make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. Payment

- The payment for the services utilized will be made in one instalment only after submission of the final bill after successful completion of authorised work as per work order duly certified by concerned officer.
- The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.
- Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- 6.5 Payment shall be made in Indian Rupees.

Prices

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

8. Contract Amendments

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

9. Delays in the Supplier's Performance

- Delivery of the services and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the services and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 10, unless an extension of time is agreed upon pursuant to GCC Clause 9.2 without the application of liquidated damages.

10. Liquidated Damages

If the Supplier fails to deliver any or all of the services or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 12.

11. Termination for Default

- The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - a) If the Supplier fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 9; or
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 12.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

Racestata (assessiva)
Roccura aliqui de de Schaffica es

Page 13 of 26

12. Applicable Law

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

13. Notices

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.

A notice shall be effective when delivered or on the notice's effective date, whichever

is later.

14. Taxes and Duties

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

$\frac{\textbf{SECTION IV: SPECIAL CONDITIONS OF CONTRACT}}{\textbf{TABLE OF CLAUSES}}$

Item No.	Topic	Page Number
1.	Definitions (GCC Clause 1)	16
2.	Inspection and Tests (GCC Clause 5)	16
3.	Payment (GCC Clause 6)	16
4.	Incidental Services (GCC Clause 10)	16
5.	Notices (GCC Clause 13)	16

SECTION IV: 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 Director, KSEEB 6th cross, Malleswaram, Bangalore-03
 - b) The Supplier is:
- 2. Inspection and Tests

As per GCC Clause 5

3. Payment

As per GCC Clause 6

4. Incidental Service

As per GCC Clause 10

5. Notices

As per GCC Clause 13

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

Purchaser: The Director, Exams,

Karnataka Secondary Education Examination Board,

6th cross, Malleswaram, Bengaluru-560003

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

SECTION V: SCHEDULE OF REQUIREMENTS

Digitization of valued answer scripts by way of scanning, converting into pdf & printing and uploading the approximate 34.50 lakks pages for S.S.L.C -2020 Examination.

Note: The Director, KSEEB, reserves the right to increase / decrease 25% of the above requirements.

ಶೆಂಗಳೂರು - 560 00%

निकार पाने गर्म में हैं है है है है

SECTION VI: TECHNICAL SPECIFICATIONS

The bidder should be capable of establishing a LAN network with 100 Mbps bandwidth and a minimum of 15 or more Computers and 15 ADF scanners and scanning accessories of TWAIN compliance. These Equipment should be Established in KSEEB Premises only.

- 2. The scanning machines should be 'Automatic Document Feed (ADF)' type with least manual intervention capable of reproducing quality black and white image of the document.
- 3. The bidder should establish High speed Optical fiber(minimum 100 Mbps Speed) Internet connection on rent/lease basis on own cost for uploading the scanned answer scripts as directed by the KSEEB to a sponsored link.
- 4. The scanning agency shall be responsible to scan and store all the pages of each Answer Booklets in to single PDF file.
- 5. Each scanner should have capacity of scanning at least 2500 answer booklets
- 6. Provision to cut and stich the answer booklets before and after scanning.
- 7. Required power supply and seating arrangement including table chairs, number of printers with desktop for various reports printing. No furniture's are provided by KSEEB
- 8. Agency shall deploy required Human Resources to KSEEB having adequate qualification and skill to execute the tender work.
- 9. 7/10 KVA online UPS with 3 hour backup to connect 15 or more Computers & Scanners with network equipment's (switch & router) Necessary power extension boxes required to be installed and commissioned at the K.S.E.E.Board.
- 10. All persons employed for the purpose should employ trained & skilled, Viz. Scanner operators, Verifiers & Quality controllers, Programmers & content publishers.
- 11. The scanners and computer systems should be not more than Three years old and free from all defects and shall be of the highest grade in all respect and the agency shall be responsible to install and update Anti-virus software during the contract period.
- 12. Rate must be quoted per Page for scanning of single Answer Booklet containing minimum 24 pages to maximum 36 pages including additional pages in PDF format, inclusive of all GST and statutory taxes and other charges, if any.
- 13. The tenderer shall be held responsible for any causality or other risk to men and materials during the operation and should insure both men and machineries as per law.
- 14. The tenderer should be ready to replace the scanners and computer systems immediately in the event of repair or problems and carry out work well in time.
- During the course of the work, the tenderer has to protect the originality of the answer books / documents to be scanned. For any damage to the original document will be penalized at ₹2000/-- per damaged document.

- 16. The Bidders should have at least 15 computers &ADF Scanners of their own & submirrecords for it
- 17. Each ADF scanner employed should be capable of capturing the images a minimum of 200 to 250 Answer Booklets per hour and the service provider must deploy as many equipment and manpower on round the clock basis as may be required to complete the assignment in the prescribed time. Only tenderers' capable of providing the services a minimum of 15 scanners of the prescribed type needed bid.
- 18. The tenderer must be prepared to work day and night to fulfill the scanning job as per the schedule of work order.
- 19. The performance of the scanners, computer systems and work proficiency of the staff employed is the responsibility of the tenderer.
- 20. The tenderer should be ready to take up the work from the very first day of the issue of the work order or as stipulated and should complete the work as per schedule.
- 21. The rate quoted per page should be inclusive of service tax and other charges, if any.
- 22. Income tax will be deducted at source.
- 23. No child labour should be engaged.

Page 18 of 26

SECTION VII: QUALIFICATION CRITERIA

(Referred to in Clause 9 of ITT)

- 1. As per the Government Order No: DPAR 50 EGM 2019 Dated:06.09.2019 The Empaneled Vendors (Pre Qualified Tenderers) are eligible to apply for this e-tender
- 2. The Tenderer shall be either proprietorship or partnership firm or a company registered under the companies Act 1956 or a registered society.

(UPLOAD SELF ATTESTED COPY)

3. The turnover of the tenderer shall not be less than ₹ 50 Lakhs each in the Assessment years 2016-17, 2017-18 & 2018-19.

(UPLOAD SELF ATTESTED COPY)

4. The tenderer should have minimum of 3 years of experience in the field. Enclose the experience certificate.

(UPLOAD SELF ATTESTED COPY)

5. Copy of the PAN card of the firm has to be enclosed as detailed below:

(UPLOAD SELF ATTESTED COPY)

- 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 2016-17 2017-18 & 2018-19 respectively (preferably annual report of the company)

(UPLOAD AUDITOR ATTESTED COPY)

6. Income Tax returns filed for the Financial year 2016-17 2017-18 & 2018-19

(UPLOAD SELF ATTESTED COPY)

- 7. Goods and Service Tax Registration certificate to be enclosed.
- 8. Previous Experience in the format mentioned under Section XII, attach work order copy.

(UPLOAD SELF ATTESTED COPY)

SECTION VIII: TENDER FORM

Office of the Director, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru – 560003.

e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER SCRIPTS BY WAY OF SCANNING, CONVERTING IN TO PDF & UPLOADING IN THE KSEEB PORTAL FOR S.S.L.C EXAMINATION-2020

From,
Name and Address of the owner/
Propriter of the Firm.

To
The Director,
Karnataka Secondary Education Examination Board,
6th Cross, Sampige Road, Malleswaram,
Bengaluru -03.

Sir.

Having examined the Tender Documents including Ref No: B4/Ans.Scrpt Scanning-2020/18/2019-20 Dated:27-01-2020, we, the undersigned, offer to digitization of Valued Answer Scripts by way of scanning, converting into PDF and uploading in the KSEEB Portal for S.S.L.C EXAMINATION - 2020 in conformity with the said tender documents for the sum of

figures) or such other sums as may be ascertained 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% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12 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 2020.

Company Seal.

(signature)

Page 20 of 26

PRICE SCHEDULE

For reference only

(Not to be uploaded)

Sl. No.	Service	Unit	Price in ₹ (inclusive of all statutory taxes)
1.	digitization of Valued Answer Scripts by way of scanning, converting into PDF, Printing and uploading single Answer Booklet containing minimum 24 pages to maximum 36 pages in PDF format as single file using their own infrastructure proposed in the Bid document	Price shall be quoted Per Page (for digitization of Valued Answer Scripts by way of scanning, converting into PDF, Printing and uploading single Answer Booklet containing minimum 24 pages to maximum 36 & including additional pages of all type in PDF format(single file), inclusive of all GST and statutory taxes and other charges, if any	Bidder shall quote the price in the e-procurement portal only as per the Government Circular ಅಇ 165 ವೆಚ್ಚ-12/2017 Dated 21.03.2017

: IMPORTANT NOTE:

- 1. Tenderer shall quote the price considering the Technical Specifications mentioned in the Section VI and other terms and conditions mentioned under the different sections of the Bid document.
- 2. Price quoted at ON-LINE e-bidding (Financial bid) will only be considered.

वंस्कृत्सनं स्थितं नेतृतः स्थितं स्थानितः स्थानित

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) (Here	inafter called "the
Purchaser") of the one part and (Name of Supplier) of	(City and
Country of Supplier) (Hereinafter called "The Supplier") of the other part:	
WHEREAS the Purchaser is desirous that certain services viz. ,	(Brief
Description of Services) and has accepted a tender by the Supplier for the supply	of those services
in the sum of (Contract Price in Words and Figures) (herein	after called "The
Contract Price").	•

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Brief particulars of the services which shall be supplied / provided by the Supplier are as under:

Sl. No.	Details of work	Price Schedule	Rate in ₹ (inclusive of all taxes)
1.	digitization of Valued Answer Scripts by way of scanning, converting into PDF, Printing and uploading Answer Booklet containing minimum 24 pages to maximum 36 pages in PDF format as single file using their own infrastructure proposed in the Bid document	Price shall be quoted Per Page for scanning, converting into PDF, Printing and uploading of single Answer Booklet containing minimum 24 pages to maximum 36 pages & Including addition pages of all type in PDF format (single file), (inclusive of all GST and statutory taxes and other charges, if any)	

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For the Purchaser)

ਦ ਹੋ ਹੈ ਹੋ ਹੈ ਹੋ ਜਾਂਦਾ ਹੈ ਹੈ ਹੈ ਜੀ Page 23 of 20

A 200 003

in the presence of:	(For the Supplier)
SECTION XI. PERFORMANCE SECURI	TY FORM
To: (NameofPurchaser)	No dated,
AND WHEREAS it has been stipulated by you in the sa shall furnish you with a Bank Guarantee by a recognized bank as security for compliance with the Supplier's performance ob the Contract.	for the sum specified therein
AND WHEREAS we have agreed to give the Supplier a	Guarantee:
THEREFORE WE hereby affirm that we are Guaranton behalf of the Supplier, up to a total of	ertake to pay you, upon your der the Contract and without(Amount of
This guarantee is valid until theday of20	
Signature and Seal of Guarantors	
Date20	
Address:	
······································	

SECTION XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last three years

						Hours
Name of the Fi	irm:	• • • • • • • • • • • • • • • • • • • •	•••••	•••••		••••••
Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Scanning work ordered	Value of Order	Date of Completion of Delivery As per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the Scanning work/ been satisfactorily Functioning. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7
					i .	

Signature and Seal of the	Tenderer: .	 		\ <i>[</i>	
			ಸಿ ದ್ದೇ ಕ ರ್ನಾ ಟಕ ಪ್	Mu (3/00) Mado (3/00) Val (3/00)	b
				led) - 560 	ookel

SECTION XIII: MANUFACTURERS' AUTHORIZATION FORM*

"Not Applicable"

SECTION XIV : PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

"Not Applicable"