



**GOVERNMENT OF KARNATAKA**

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

**e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER  
BOOKLETS BY WAY OF SCANNING, CONVERTING INTO PDF & UPLOADING IN  
THE KSEAB PORTAL FOR THE YEAR 2024 P.U 1,2&3 EXAMS**

Address for communication:

DIRECTOR, P.U. EXAMS

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

**Phone No's: 080-23349434**

**WEB SITE: <https://kseab.karnataka.gov.in>**



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WAY OF SCANNING, CONVERTING INTO PDF& UPLOADING IN THE KSEAB PORTAL  
FOR THE YEAR 2024 P.U 1,2&3 EXAMS**

e-TENDER REFERENCE No. & DATE	KSEAB/DPU/TS(SW)/2/2023-BSEC/19702
1. APPROXIMATE VALUE OF TENDER	<b>8,41,000/-</b>
2. EMD AMOUNT	<b>42,050/-</b>
3. DATE OF COMMENCEMENT	<b>02.02.2024</b>
4. PRE-BID MEETING	<b>05.02.2024 11.30 a.m</b>
5. LAST DATE AND TIME FOR SUBMISSION OF e-TENDER	<b>16.02.2024 4.30 p.m</b>
6. TIME AND DATE OF OPENING OF TECHNICAL BID	<b>17.02.2024 5.00 p.m</b>
7. TENTATIVE TIME AND DATE OF OPENING OF FINANCIAL BID(AFTER THE DEMO)	<b>23.02.2024</b>
8. PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR (P.U), EXAMS, KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD, 6 <sup>TH</sup> CROSS, MALLESWARAM, BENGALURU –560 003.

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

**e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER BOOKLETS BY  
WAY OF SCANNING, CONVERTING INTO PDF & UPLOADING IN THE KSEAB PORTAL FOR  
THE YEAR 2024 P.U 1,2&3 EXAMS  
SECTION I: INVITATION FOR TENDER (IFT)**

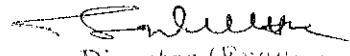
IFT No:Date:

1. The Director, Exams, Karnataka School Examination And Assessment Board, 6<sup>th</sup> cross, Malleshwaram, Bengaluru-560003, invites e-tenders from eligible bidders for **“ DIGITIZATION OF THE VALUED ANSWER BOOKLETS BY WAY OF SCANNING , CONVERTING INTO PDF & UPLOADING IN THE KSEAB PORTAL FOR THE YEAR 2024 P.U 1,2&3 EXAMS”**.s
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](http://www.kppp.karnataka.gov.in) and <https://kseab.karnataka.gov.in> The bidders will be required to register t
4. 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 [www.kppp.karnataka.gov.in](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
5. 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
6. 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.
7. Other details can be seen in the tender document.

**ABBREVIATIONS**

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

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



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## SECTION II: INSTRUCTION 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 obtained under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 1.3 The bidders who are qualified in the technical bid shall be required to give a rundown scalar demonstration of the actual processto establish their ability to provide the required services as per tender document at the Director's office to determine the technical efficacy of the bidder. The date and time will be informed through e-mail/Telephone after the completion of technical bid evaluation to the successful bidders in technical bid. Demonstration is mandatory for all successful bidders. Bidders absent for the demonstration will be categorically rejected and will not be considered for opening of financial bid.

#### **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:
- 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.
- 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 at 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 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.kppp.karnataka.gov.in](http://www.kppp.karnataka.gov.in)

5.2 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.

5.3 Pre-bid meeting shall be held as per the Tender Schedule at KSEAB, 6<sup>th</sup> 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.

#### **7. Documents comprising the Tender**

7.1 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 8, 9&10.
- b) Documentary evidence established in accordance with ITT Clause11 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 as furnished at the [www.kppp.karnataka.gov.in](http://www.kppp.karnataka.gov.in), Indicating the quantity and prices for the services to be supplied.

#### **9. Tender Prices**

9.1 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

9.2 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 6 of the special conditions of contract.

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 21.

## **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
- 11.2 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)

## **12. Documents Establishing Services Eligibility and Conformity to Tender Documents:**

- 12.1 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.

### 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 tenderer shall transfer an amount of..... 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 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 Tender.

14.1 Tenders shall remain valid for Six months after the deadline for submission of tenders prescribed by the purchaser, pursuant to ITT Clause 18. 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 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 TENDER**

#### **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 16, 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.
- 17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **18. Late Tenders**

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

#### **19. Modification and Withdrawal of Tenders**

- 19.1 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.
- 19.2 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 13.6

### **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, (P.U. Exams) Karnataka School Examination 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, there will be no clarification sought by the Purchaser nor the tenderer is permitted to submit additional data.

## **22. Preliminary Examination**

- 22.1 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.
- 22.2 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.
- 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 purpose 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). Applicable law (GCC Clause 14), and Taxes & Duties (GCC Clause 16) 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 as per technical specification mentioned at section 6 and qualification criteria mentioned at section 7.
- 23.1. Those who qualified at technical specification and qualification criteria mentioned above among them the tenderer who as quoted the least price shall be selected as a successful tenderer.

## **24. Contacting the Purchaser**

- 24.1 Subject to ITT Clause 23, 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. Postqualification**

- 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 13, 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 of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

- 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 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 31, the Purchaser will promptly notify the name of the winning Tenderer in the e-tendering portal at [www.kppp.karnataka.gov.in](http://www.kppp.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 13.
- 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 10 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 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.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 29.2 or ITT Clause 30.1 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.

### 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 :

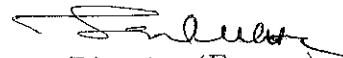
(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(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;

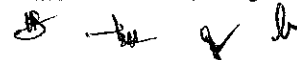
(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(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.



Director (Exams)  
Karnataka School Examination  
And Assessment Board  
Malleswaram, Bengaluru-560005



**SECTION III: GENERAL CONDITIONS OF CONTRACT**  
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### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions**

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

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The 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 BOOKLETS BY WAY OF SCANNING , CONVERTING INTO PDF& UPLOADING IN THE KSEAB PORTAL FOR THE YEAR 2024 P.U. 1,2 &3 EXAMS**

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

## **7. Inspections and Tests**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the 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.

- 7.2 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.
- 7.3 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**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 payment for the services utilized will be made in one instalment only aftersubmission of the final bill after successful completion of authorised work as per work order duly certified by concerned officer.
- 15.2 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.3 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.
- 15.4 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- 15.5 Payment shall be made in Indian Rupees.

**16. Prices**

- 16.1 Prices payable to the supplier 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 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.
- 21.2 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, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## 22. Liquidated Damages

- 22.1 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, shall deduct as penalty mentioned in the GCC clause 22.3 from the contract Price as liquidated damages. Once the maximum 40,000 booklets is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.
- 22.2 **The tenderer should take at most care while scanning of answer scripts, in case of lost, mismatching of scanned copies, any damages caused to original scripts and missing of sheets from original answer scripts will attract a penal fee of Rs.10,000/- per damaged document& The tender firm will be blacklisted for two years on the grounds of negligence of duties.**
- 22.3 **Penalty:**

Tenderer have to scan minimum 10,000 answer **Booklets** every day. In case of failure to scan minimum 10,000 answer **Booklets**, penalty will be imposed as follows. The penalty will be imposed without giving any notice, according to the quantity of each answer booklet, i.e. the quantity of answer booklets kept unscanned in a day.

The answer booklets should be scanned and the data(PDF Documents) submitted to the computer section of KSEAB within 24 hours from the time of receipt. 5 p.m of every day will be reference point to calculate the penalty. At 5 p.m each day total receipt with total PDF dispatches are considered. In case of delay penalty for remaining booklets will be charged as per below details.(Refer table as below).

Sl. No	Number of Pending Booklets	Penalty per Day
1	1-1000	Rs. 5,000
2	1001-3000	Rs.10,000
3	3001-5000	Rs.15,000
4	5001 and above	Rs.20,000

## 23. Termination for Default

- 23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by

written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 30.1, 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.

#### **24. Force Majeure**

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

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

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

#### **25. Termination for Insolvency**

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

#### **26. 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 willful misconduct, and in the case of infringement pursuant to Clause 5,

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

## **29. Governing Language**

27.1 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, telex 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

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.

### 33 Debarment:

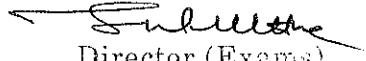
The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity, by following the procedure as laid down in rule 26A of KTPP Rules 2000 or submit the proposal to the Government through state Level Debarment Committee as laid down in rule 26B of KTPP Rules 2000 to debar a tenderer or contractor or supplier, in the public interest and on the grounds specified in the KTPP Act 1999 and Rules 2000.

### 34. Others:

34.1 The bidder must have adequate experience of having Scanned/ digitized, indexed, stored and provide retrieval facility for documents and must provide proof for this as well as time is the essence of the contract and the bidder shall adhere to the time schedules and deadline as prescribed by the O/o KSEAB for execution of the work.

34.2 The bidder should have its own sufficient latest state of the art Scanners/Computers, other equipment/parts, sufficient infrastructure and qualified professionals. No extra charges for their stay and other conveyance shall be given by the office. Bidders have to provide services at their own cost.

34.3 The bidder will ensure that the staff engaged is disciplined and maintains full decorum of the office.

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



**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**  
**TABLE OF CLAUSES**

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2.	Inspection and Tests (GCC Clause7)	15
3.	Delivery and Documents(GCC Clause9)	16
4.	Incidental Services (GCC Clause12)	16
5.	Payment (GCC Clause15)	16
6.	Settlement of Disputes(GCC Clause 27)	18
7.	Notices (GCC Clause13)	19

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 KSEAB is Karnataka School Examination and Assessment Board.
- (b) The Service Provider is (To be filled at the time of Contract signature)

**2. Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the KSEAB and a domestic Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the <sup>9</sup>Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

**3. Notices (Clause 30)**

For the purpose of all notices, the following shall be the address of the KSEAB and Service Provider.

KSEAB: KARNATAKA SCHOOL EXAMINATION AND ASSESSMENT BOARD  
6<sup>th</sup> cross, Malleshwaram, Bangalore-560 003

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

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

**4. Service Provider Integrity:**

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

**5. Service Provider's Obligations:**

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

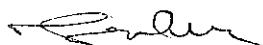
The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service Provider's negligence. The Service provider will pay all indemnities arising from such incidents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

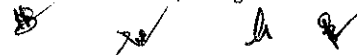
The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

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

**6. Patent Rights:**

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

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



**SECTION V: SCHEDULE OF REQUIREMENTS**

**Digitization of valued answer booklets by way of scanning, converting into pdf& uploading the approximate 28.03 lakhs pages for 2024 P.U 1,2&3 EXAMS**

**Note:** The Director(P.U), KSEAB, reserves the right to increase / decrease 25% of the above requirements.

## SECTION VI : TECHNICAL SPECIFICATIONS

### 1. Nature of work- Onsite scanning and offline

1. Type of scanning - Cut scanning
2. Output format - PDF.
3. Scanning resolution - compatibility 100 ppi
4. Maximum permissible image size – 4 mb(for PDF)

1. The bidder should be capable of establishing a LAN network with 100 Mbps bandwidth and a minimum of 25 or more Computers and 25 ADF scanners and scanning accessories of TWAIN compliance. These Equipment should be Established in KSEAB Premises only.

2. The tenderer should have the ownership of hardwares and software.

3. The scanning machines should be A3 'Automatic Document Feeder (ADF)' type with least manual intervention capable of reproducing quality colour image of the document.

4. The bidder should establish High speed Internet connection on rent/lease basis on own cost for uploading the scanned answer booklets as directed by the KSEAB to a sponsored link.

5. The scanning agency shall be responsible to scan and store all the pages of each Answer Booklets in to single PDF format not exceeding 4 MB for a booklet and assigning of distinct code to each scanned document.

6. The tenderer should be capable of scanning/verifying/Quality check & publish minimum 10,000 answer booklets per a day from the day one of the answer booklets handed over to tendere from KSEAB.

7. Bidders should print and prepare the required appropriate **code(Bar code/ QR code etc.)** for each answer booklet while scanning. After attaching the bar code to each answer booklet, the next process is carried out.

8. The tenderer should be capable to install atleast 25 machines in each location.  
(2 locations for P.U.Exams scanning center's At Bangalore and Davanagere)

9. Tenderers should own at least 50% of the machines. If the rest 50% is rented, then documents related to rent details of the machines should be submitted.

10. The technical evaluation will be conducted by the Technical Evaluation Team of the Board. It is compulsory to obtain qualification in the said evaluation. If not qualified, it will not be considered for the next tender process and the said organization will be rejected from the tender process.

11. Required additional power supply and seating arrangement including table chairs, number of printers with desktop for various reports printing should be arranged by tendere only. No furniture and extention cords are provided by KSEAB. UPS with rated capability for uninterrupted operation of all the electronic systems involved in execution of the work.

12. Agency shall deploy required Human Resources to KSEAB having adequate qualification and skill to execute the tender work.



13. The Tenderer should be capable to supply of manpower to both locations like below.

Sl.no	Steps	Minimum No of human source –Bengaluru location	Minimum No of human source –Davanagere location
01	Receiving	05	05
02	Sticking	10	05
03	Cutting	10	05
04	Scanning	25	25
05	Pinning	10	05
06	Bundling	10	05
07	Distributing	05	05
08	Programming	01	01

14. The tenderer should deploy programmers with proficiency in SQL or Oracle along with handling his own scanning software to monitor and to provide 24\*7 technical support for scanning activity through knowledge of database handling on the service premises allocated by KSEAB. Details of the programmer along with his or her profile to be submitted with tender document (1 programmer to each location). Work from remote location is not allowed. Need to work during night shifts to clear the pending work.

15. Tenderer should set up all hardware along with programmers, 3 days earlier to the commencement of the actual scanning process and do the trial run.

16. All persons employed for the purpose should employ trained & skilled, Viz. Scanner operators, Verifiers & Quality controllers, Programmers & content publishers.

17. 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.

18. Rate must be quoted per Page for scanning of single Answer Booklet containing minimum 28 pages including additional pages in PDF format, inclusive of all GST and statutory taxes and other charges, if any.

19. 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.

20. 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.

**21. 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 ₹10,000/-- per damaged document.**

22. If the bidder fails to scan any page/pages in a booklet a penalty of Rs.2000/- per page will be deducted from the bill amount.

23. The Bidders should have at least 25 computers & ADF Scanners of their own & submit records for it

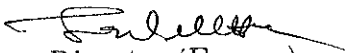

24. The tenderer must be prepared to work day and night to fulfill the scanning jobs as per the schedule of work order.

25. The performance of the scanners, computer systems and work proficiency of the staff employed is the responsibility of the tenderer.
26. 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.
27. The rate quoted per page should be inclusive of service tax and other charges, if any.
28. Income tax will be deducted at source.
29. No child labour should be engaged.
30. Tenderer should be able to do Processing, Archiving (Scanning and Storing into image/digital form/searchable PDF) and Retrieval in a **batch mode**.
31. Receiving answer booklets by the bidder(s) from office, maintaining records before scanning and digitization and after digitization along with no of pages, work done and with naming of files as per prescribed naming format provided by Computer section.
32. Preparing the Answers booklets for digitization purpose, i.e., removal of stitching, pins, etc.
33. Digitization and Storing the Data(PDF) in digitized form with mirroring facility and one additional back-up on hard disk drive.
34. The bidder will ensure that the answer books/Documents handed over to it are kept in proper condition and no documents are spoiled/lost/misplaced/damaged.
35. Handing over the Answer booklets back to the office after suitable pinning section and batch wise.
36. Handing over the slotted digitized data on appropriate electronic media to the computer section of this office.
37. Use updated and licensed scanning software for digitization work. The digitization software should be web enabled.
38. The bidder must own Scanning/ digitizing, indexing, storing and retrieval facility setup. Only scanning space will be provided by the office.
39. The hardware is to be installed by the bidder, after it is approved by the O/o KSEAB or authorized person of office. Once it is installed it will not be allowed to be taken away by the bidder, without permission from the O/o KSEAB.
40. On the completion of the work, the bidder shall hand over the database to this office which shall become the property of the KSEAB for all intents and purposes. Continuance of the contract and payment of the work done shall be subject to satisfactory performance report to be submitted by such officers as are appointed by O/o KSEAB for regular as well as random checking and further subject to the bidder fulfilling all the terms and conditions of the contract. The contract may be cancelled at any time without assigning any reason for the same. The decision of the O/o KSEAB, in this regard, shall be final and binding.
41. The Scanned/ digitized record will be the property of the O/o KSEAB. The Vendor shall have no right, title or interest in it and shall not use it in any manner. The bidder will ensure confidentiality of the documents handed over to it.
42. In the event of termination of Contract, the O/o KSEAB shall be entitled to forfeit the earnest money forthwith, either full or part. The bidder shall thereupon remove all its

equipment and material forthwith and hand over the judicial and other records, which are in its possession. The bidder shall also leave the digitized data, which will be the property of the O/o KSEAB.

43. The Bidder will be bound by the details furnished by him/her to the KSEAB. In case any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract marking him/her liable for legal action besides termination of contract.

44. The tender contract shall be valid for a period of 1 year.

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


**SECTION VII : QUALIFICATION CRITERIA**

(Referred to in Clause 11 of ITT)

1. The bidder should have presented a rundown scalar demonstration of the actual process to the Director, Exams, Karnataka school examination and assessment board, to ascertain their eligibility for short listing in Technical Bid.
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 last 3 years turnover of the tenderer should not be less than ₹ 6.73 lakhs per annum

**4. (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 copies of the proprietorship.
- b) If a firm is Partnership. PAN card copies 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 copies of the Company.

6. Audited Balance Sheet and Profit and Loss Account for the years F.Y 2020-21, 2021-22, 2022-23 respectively. (Preferably annual report of the company)

**(UPLOAD AUDITOR ATTESTED COPY)**

7. Details of Income Tax returns filed for the F.Y 2020-2021, 2021-2022, 2022-23 i.e. assessment year 2021-2022, 2022-23, 2023-24.

**(UPLOAD SELF ATTESTED COPY)**

8. Goods and Service Tax Registration certificate to be enclosed.

**(UPLOAD SELF ATTESTED COPY)**

9. Copy of the Ownership of hardware and software of the firm has to be enclosed as detailed below.

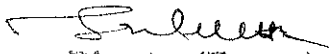
**(UPLOAD SELF ATTESTED COPY)**

10. If the firm hires 50% of the scanner machines, the documents regarding the hire should be attached in this regard.

**(UPLOAD SELF ATTESTED COPY)**

11. Bidders should have executed scanning of Answer Booklet similar to the type specified in the 'Schedule of Requirements' up to at least 80% of the tender quantity mentioned in the tender schedule in any one of the five Financial Years 2018-19, 2019-20, 2020-21, 2021-22, & 2022-23, However, will be 40% with respect to Micro and Small Enterprises. The Bidder shall submit the information in the Section XII. Even though the Bidder has executed the 80% of the tender quantity (40% with respect to Micro and Small Enterprises), relevant information shall be submitted through Section XII only, otherwise the Bidder shall be categorically rejected without any further enquiry Upload relevant documents mentioned in the Section XII.

12. The bidders who are qualified in the technical bid shall be required to give a rundown scalar demonstration of the actual process to establish their ability to provide the required services as per tender document at the Director's office to determine the technical efficacy of the bidder. The date and time will be informed through e-mail/Telephone after the completion of technical bid evaluation to the successful bidders in technical bid. Demonstration is mandatory for all successful bidders. **Bidders absent for the demonstration and unsuccessful in demonstration will be categorically rejected and will not be considered for opening of financial bid.**

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



**SECTION VIII: TENDER FORM**

*Office of the Director, Karnataka School Examination and Assessment Board, 6<sup>th</sup> Cross, Malleshwaram,  
Bengaluru – 560003.*

e-TENDER NOTIFICATION FOR DIGITIZATION OF THE VALUED ANSWER BOOKLETS BY WAY  
OF SCANNING, CONVERTING IN TO PDF, PRINTING& UPLOADING IN THE KSEAB PORTAL  
FORTHE YEAR 2024 P.U 1,2&3 EXAMS

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

To  
The Director, P.U Exams.  
Karnataka School examination and assessment board,  
6<sup>th</sup> Cross, Sampige Road, Malleshwaram,  
Bengaluru -03.

Sir,  
Having examined the Tender Documents including Ref No: KSEAB/DPIE/B4(SUVA)/1/2024-  
BSEC Dated: we, the undersigned, offer to digitization of Valued Answer Booklets by way of  
scanning, converting into PDF and uploading in the KSEAB Portal for P.U.EXAMS-2024 in  
conformity with the said tender documents for the sum  
of..... (Total tender amount in words and  
figures) or such other sums as may be ascertained in accordance with the Schedule of Prices  
attached herewith and made part of this 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”.

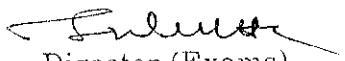
We understand that you are not bound to accept the lowest or any tender you may receive.

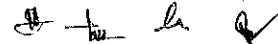
We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of  
the tender documents.

Dated this ..... day of 2024.

Company Seal.

(signature)

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

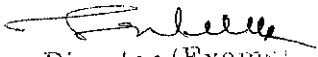


**PRICE SCHEDULE****For reference only (Not to be uploaded)**

Sl. No.	Service	Unit	Price in ₹ (inclusive of all statutory taxes)
1.	Digitization of Valued Answer Booklets by way of scanning, converting into PDF and uploading every single Answer booklet containing minimum 28 pages & additional pages of all type in PDF format as single file using their own infrastructure proposed in the Bid document.	<b>Price shall be quoted Per Page</b> Digitization of Valued Answer Booklets by way of scanning, converting into PDF and uploading every single Answer booklet containing minimum 28 pages & additional pages inclusive of GST and statutory taxes and other charges, if any	<b>Bidder shall quote the price in the e-procurement portal only as per the Government Circular</b> 165 ವೆಬ್‌ಸೈಟ್- <b>12/2017 Dated 21.03.2017</b>

**: 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

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

**SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Not Applicable

**SECTION X: CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 23... between..... (*Name of purchaser*) of..... (*Country of Purchaser*) (Hereinafter called "the Purchaser") of the one part and..... (*Name of Supplier*) of..... (*City and Country of Supplier*) (Hereinafter called "TheSupplier") of the other part:

**WHEREAS** the Purchaser is desirous that certain services viz..... (*BriefDescription of Services*) and has accepted a tender by the Supplier for the supply of those services in the sum of..... (*Contract Price in Words and Figures*) (hereinafter called "The Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
  - a) The 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.			

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the  
said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the said ..... (For the Supplier)

in the presence of:.....



**SECTION XI. PERFORMANCE SECURITY FORM**

To:

(Name of Purchaser).....

..... (Name of Supplier) **WHEREAS** hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated,..... 23..... to Supply.....

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

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

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

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

This guarantee is valid until the .....day of.....23.....

Signature and Seal of Guarantors

.....

.....

.....

Date.....23....

Address:.....

.....

.....



**SECTION XIII: MANUFACTURERS' AUTHORIZATION FORM\***

**“Not Applicable”**

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

**“Not Applicable”**

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