

GOVERNMENT OF KARNATAKA

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

e-TENDER NOTIFICATION FOR "PROVIDING THE SERVICES OF COMPUTER PROGRAMMERS, TECHNICAL ASSISTANT AND HARDWARE ASSISTANT TO THE K.S.E.E. BOARD FOR A PERIOD OF ONE YEAR ON OUT SOURCE BASIS"

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

Address for communication:

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

WEB SITE: http://kseeb.kar.nic.in

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TENDER SCHEDULE

e-TENDER NOTIFICATION FOR "PROVIDING THE SERVICES OF COMPUTER PROGRAMMERS, TECHNICAL ASSISTANT AND HARDWARE ASSISTANT TO THE K.S.E.E. BOARD FOR A PERIOD OF ONE YEAR ON OUT SOURCE BASIS"

1	TENDER REFERENCE NO & DATE	No: B1/O.S.C.P.S.T./17/2019-20 DATE- 06-02-2020		
2	APPROXIMATE VALUE OF TENDER	Rs. 58,50,000/-		
	AFFROAMMATE VALUE OF TENDER	(Excluding Service Charges)		
3	EMD AMOUNT	Rs.1,17,000/-		
4	TENDER COMMENCEMENT DATE	07.02.2020		
5	PRE-BID MEETING	20.02.2020 11.30 am		
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	09.03.2020 04.00 pm		
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	12.03.2020 11.30 am		
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	16.03.2020 11.30 am		
	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, EXAMS,		
9		KARNATAKA SECONDARY EDUCATION		
		EXAMINATION BOARD, 6 TH CROSS,		
	,	MALLESHWARAM, BANGALORE – 560 003.		

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SECTION I INVITATION FOR TENDER (IFT)

IFT NO: B1/O.S.C.P.S.T./17/2019-20

DATE- 06-02-2020

1. The Director, Exams, Karnataka Secondary Education Examination Board, 6th cross, Malleswaram, Bangalore-560003, invites e-tenders from eligible bidders for

"PROVIDING THE SERVICES OF COMPUTER PROGRAMMERS, TECHNICAL ASSISTANT AND HARDWARE ASSISTANT TO THE K.S.E.E. BOARD FOR A PERIOD OF ONE YEAR ON OUT SOURCE BASIS"

- 2. The service providers may submit tenders through e-procurement portal for the above given services. Service providers 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.eproc.karnataka.gov.inand http://kseeb.kar.nic.in. The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website http://www.eproc.karnataka.gov.in . Necessary training and hands on experience in handling e procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone
- 4. The Earnest Money Deposit shall be paid through any of the fallowing 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 Service Provider/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank

- 5. Technical bids will be opened on 12.03.2020 at 11.30am in the presence of the service providers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
- 6. Other details can be seen in the tender document.

ABBREVIATIONS

1	ITT	Instructions to Service providers
2	IFT	Invitation for Tenders
3	GCC	General Conditions of Contract
4	SCC	Special Conditions of Contract
5	KSEEB	Karnataka Secondary Education Examination Board
6	EMD	Earnest Money Deposit

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SECTION - II: INSTRUCTIONS TO SERVICE PROVIDERS

A. INTRODUCTION

1 Eligible Service providers

- 1.1Service providers 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 KSEEB to supply Services for the preparation of the design, specifications, and other documents to be used for the supply of Services to be purchased under this Invitation for Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

B. TENDER DOCUMENTS

2. Contents of Tender Documents

- **6.1** 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. Instructions to Service providers (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. Technical Bid;
 - i. Earnest Money Deposit Form;
 - i. Contract Form;
 - k. Performance Security Form;
 - 1. Manufacturer's Authorization Form
 - m. Compliance to Technical Specifications
 - n. Service Support Form
- **6.2** The Service provider is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be the Service provider's risk and may result in rejection of its tender.

3 Amendment of Tender Documents

- **3.1** At any time prior to the deadline for submission of tenders, the KSEEB may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal. No individual communication is made in this regard by the .
- 3.2 In order to allow prospective service providers reasonable time in which to take the addendum into account in preparing their tenders, the KSEEB, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.
- 3.3 Pre-bid meeting shall be held on 20.02.2020 11.30amat, 6th Cross, Malleshwaram, Bangalore 560003. Proceedings of the meeting will be published in the e-procurement portal. Online queries will be addressed only till b.sadpikseeb@gmail.com

C. PREPARATION OF TENDERS

4. Language of Tender

4.1The tender prepared by the Service provider, as well as all correspondence and documents relating to the tender exchanged by the Service provider and the KSEEB shall be written in English/Kannada language.

5. Documents comprising the Tender

- **5.1** The tender prepared by the Service provider shall comprise the following components:
- a) A Tender Form and a price Schedule completed in accordance with ITT Clauses 6,7 and 8:
- b) Documentary evidence established in accordance with ITT Clause 9 that the Service provider 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 10 that the Services to be supplied by the Service provider conform to the tender documents; and
- d) Earnest Money Deposit furnished in accordance with ITT Clause 11.

6. Tender Form

6.1 The Service provider shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the Services to be delivered, quantity and prices.

7. Tender Prices

7.1 The service provider shall indicate the cost of services

8. Tender Currency

8.1 Prices shall be quoted in Indian Rupees:

9. Documents Establishing Services' Eligibility and Conformity to Tender Documents

9.1 Pursuant to ITT Clause 5, the Service provider shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all Services and services which the service provider proposes to provide under the contract.

10. - deleted -

11. Earnest Money Deposit

- 11.1 Pursuant to IFT Clause 4, The Earnest Money Deposit shall be credited to the account
 - of Centre for e-governance.
- 11.2 the Service provider shall transfer Rs.1,17,000/- as EMD to e-governance.
- 11.3 Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 above (unless the category of service provider has been specifically exempted by the Government) will be rejected by the KSEEB as non-responsive, pursuant to ITT Clause 19.
- 11.4 Unsuccessful Service provider's tender securities will be returned as promptly as possible as but not later than 30 days after the submission of bid security on written request.
- 11.5 The successful Service provider's earnest money deposit will be discharged upon the service provider signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.
- 11.6 The earnest money deposit may be forfeited:
 - (a) if a Service provider
 - (i) withdraws its tender during the period of tender validity specified by the

Service provider on the Tender Form; or

(ii) does not accept the correction of errors pursuant to ITT Clause 19.2; or

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

(i) to sign the Contract in accordance with ITT Clause 26; or

(ii) to furnish performance security in accordance with ITT Clause 27.

12. Period of Validity of Tenders

12.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the KSEEB, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the KSEEB as non-responsive.

12.2 In exceptional circumstances, the KSEEB may solicit the Service provider'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 Service provider may refuse the request without forfeiting its earnest money deposit. A Service provider granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender

13.1 Eligible service provider 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. Submission of Tenders

- 14.1 All service providers should submit their tenders through e-procurement portal only.
- 14.2 Telex, Cable or facsimile tenders will be rejected.
- 14.3 Tender should be submitted in 2 cover system
 - 1. Technical bid (cover-I) as per section VII-A qualification criteria.
 - 2. Commercial bid (cover-II) as per section VIII-B

15. Deadline for Submission of Tenders

- 15.1 Tenders must be uploaded and signed as specified under ITT Clause 14 no later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.
- 15.2 The KSEEB 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 KSEEB and Service providers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Tenders

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

17. Modification and withdrawal of Tenders:

- 17.1 The Service provider may modify or withdraw its tender after the tender submission, for any number of times before the deadline for the submission of bids with no extra cost.
- 17.2 No tender may be modified subsequent to the deadline for submission of tenders.

17.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Service provider on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Service provider's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.

E. TENDER OPENING AND EVALUATION OF TENDERS

18. Opening of Tenders by the KSEEB

- 18.1 The KSEEB will open all technical bids submitted through e-procurement portal in the presence of Service providers' representatives who choose to attend, at 11.30 am on 12.03.2020at the Office of the Director, Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bangalore 560003.
- 18.2 The Service providers' 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 KSEEB, the tenders shall be opened at the appointed time and location on the next working day.
- 18.3 The Service providers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the KSEEB, at its discretion, may consider appropriate, will be announced at the opening.
- 18.4 The KSEEB will prepare minutes of the technical bid evaluation and publish the same in e-portal.

19. Preliminary Examination

- 19.1 The KSEEB will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.
- 19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Service Provider does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 19.3 The KSEEB 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 Service provider.
- 19.4 Prior to the detailed evaluation, pursuant to ITT Clause 20, the KSEEB will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Applicable law (GCC Clause 29), and Taxes & Duties (GCC Clause 31) will be deemed to be a material deviation. The KSEEB's determination of a tender's responsiveness is to be based on the contents of the tender

itself without recourse to extrinsic evidence.

- 19.5 If a tender is not substantially responsive, it will be rejected by the KSEEB and may not subsequently be made responsive by the Service provider by correction of the non-conformity.
- 19.6 However, if any further supportive documents to already submitted records are required by the KSEEB to fulfill the eligibility criteria, the KSEEB may call for additional documents from some service providers or all the service providers.

20. Evaluation and Comparison of Tenders

- 20.1 The KSEEB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 9 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.
- 20.2The "FINANCIAL PROPOSAL" in the financial proposal the rate of tender should be in words and figures. In the Financial tender the agency should quote the Service charges in terms of percentage (%) to be calculated on the Gross emoluments to be paid, i.e., Grand total as mentioned in the column 4 of the Table 2 of The Section VIIIB. The tenderer who quote the lowest service charge in terms of percentage (%) shall be the successful bidder. If more than one firm quote L-1 rates, the Director (Exams) shall have the authority to take necessary decision in finalizing a single firm after due negotiation with all those firms.

F.AWARD OF CONTRACT

21. Post qualification;

- 21.1 The KSEEB will determine to its satisfaction whether the Service provider selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 and is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the Service provider's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Service provider's qualifications submitted by the Service provider, pursuant to ITT Clause 9, as well as such other information as the KSEEB deems necessary and appropriate.
- 21.3 An affirmative determination will be a prerequisite for award of the Contract to the Service provider. A negative determination will result in rejection of the Service provider's tender, in which event the KSEEB will proceed to the next lowest evaluated tender to make a similar determination of that Service provider's capabilities to perform the contract satisfactorily.

22. Award Criteria;

22.1 Subject to ITT Clause 24, the KSEEB will award the Contract to the successful Service provider whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Service provider is determined to be qualified to perform the Contract satisfactorily.

23. KSEEB's right to vary Quantities at Time of Award

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

24. KSEEB's Right to Accept Any Tender and to Reject Any or All Tenders

24.1 The KSEEB 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 Service provider or Service providers.

25. Notification of Award

- 25.1 Prior to the expiration of the period of tender validity, the KSEEB will notify the successful service provider on e-procurement portal, that its tender has been accepted.
- 25.2 The notification of award will constitute the formation of the Contract.
- 25.3 Upon the successful Service provider's furnishing of performance security pursuant to ITT Clause 27, the KSEEB will discharge its earnest money deposit, pursuant to ITT Clause 11.
- 25.4 If, after notification of award, a Service provider wishes to ascertain the grounds on which its tender was not selected, it should address it's request to the KSEEB. The KSEEB will promptly respond in writing to the unsuccessful Service provider.

26. Signing of Contract

- 26.1 At the same time as the KSEEB notifies the successful service provider that its tender has been accepted, the KSEEB will send the Service provider the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 26.2 Within 07 days of receipt of the Contract Form, the successful Service provider shall enter into an agreement with the KSEEB on Rs.200/- Stamp Paper (being First party as KSEEB& Second party as Service Provider) and return to the KSEEB.

27. Performance Security

- 27.1 Within 7 days of the receipt of notification of award from the KSEEB, the successful Service provider shall furnish the performance security in accordance with the Conditions of Contract (GCC Clause 6.1), in the Performance Security Form provided in the tender documents or in another form acceptable to the KSEEB.
- 27.2 Failure of the successful Service provider 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 KSEEB may make the award to the next lowest evaluated Service provider or call for new tenders.

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 KSEEB and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:
 - (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - (c) "The Services" means supply of service of programmers.
 - (d) "GCC" means the General Conditions of Contract contained in this section.
 - (e) "SCC" means the Special Conditions of Contract.
 - (f) "The KSEEB" means the organization purchasing the Services, as named in SCC.
 - (g) "The KSEEB's country" is the country named in SCC.
 - (h) "The Service Provider" means the individual or firm supplying the Services and Services under this Contract.
 - (i) "The Government" means the Government of Karnataka State.
 - (j) "Day" means calendar day.

2. Application:

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

3. Standards

3.1 The Services delivered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned.

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

- 4.1 The Service Provider shall not, without the KSEEB'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 KSEEB in connection therewith, to any person other than a person employed by the Service Provider 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 Service Provider shall not, without the KSEEB'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 KSEEB and shall be returned (in all copies) to the KSEEB on completion of the Service Provider's performance under the Contract if so required by the KSEEB.

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

5. Patent Rights;

-Deleted -

6. Performance Security

- **6.1** Within 7 days of receipt of the notification of contract award, the Service Provider shall furnish Performance Security to the KSEEB for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations.
- **6.2** The proceeds of the performance security shall be payable to the KSEEB as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- **6.3** The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the; or

- b. A Banker's cheque, or Demand Draft or pay order drawn in favor of DIRECTOR, EXAMS, or shall remain valid as specified in clause 12.2.
- c. Specified small savings instruments duly pledged in favor of the .
- **6.4** The Performance Security will be discharged by the KSEEB and returned to the Service Provider not later than 60 days following the date of completion of the Service Provider's performance obligations, including any Warranty obligations, under the Contract.
- **6.5** In the event of any contract amendment, the Service Provider shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

Deleted

8. Packing

-Deleted -

9. Delivery of service

9.1 Delivery of the Services shall be made by the Service Provider in accordance with the terms specified by the KSEEB in the Notification of Award.

10. Insurance

- Deleted -

11. Transportation

- Deleted -

12. Incidental Services

- Deleted -

13. Warranty

- Deleted -

14. Payment

- (i) Monthly payment based on the number of personnel worked and the leaves availed, shall be released.
- (ii) The bill should be raised only after remitting remuneration to the programmers account and document of such transfer should be attached along with the bill.
- (iii)Payment shall be made in Indian Rupees.

15. Prices

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

16. Change Orders

16.1 The KSEEB may at any time, by written order given to the Service Provider pursuant to GCC Clause 30, make changes in number of programmers with addition or deletion of up to two programmers among 05 Senior Programmer, 03 Junior Programmer, 01Technical Assistant and 01 Hardware Assistant.

17. Contract Amendments

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

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

- Supply of Services shall be made by the Service Provider in accordance with the time schedule specified by the KSEEB in the Schedule of Requirements.
- 18.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely supply of Services, the Service Provider shall promptly notify the KSEEB in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the KSEEB shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages.
- 18.3 A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

19. Subcontracts

19. No Sub-contracting shall be allowed.

20. Delays in the Service Provider's Performance

- 20.1 Delivery of the Services and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the KSEEB in the Schedule of Requirements.
- 20.2 If at any time during performance of the Contract, the Service Provider or its sub-contractor(s) should encounter conditions impeding timely delivery of the Services and performance of Services, the Service Provider shall promptly notify the KSEEB in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the KSEEB shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 20.3 Except as provided under GCC Clause 23, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Liquidated Damages

21.1 Subject to GCC Clause 24, if the Service Provider fails to deliver the Services within the period(s) specified in the Contract, the KSEEB shall, without prejudice to its other remedies under the Contract, deduct Rs.500/- per day from the payment for the delay of providing service of a programmer per day. Any delay more than 10 days, the KSEEB may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

- 22.1 The KSEEB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
 - (a) If the Service Provider 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 KSEEB pursuant to GCC Clause 21; or
 - (b) If the Service Provider fails to perform any other obligation(s) under the Contract.
 - (c) If the Service Provider, in the judgment of the KSEEB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

22.2 In the event the KSEEB terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the KSEEB may procure, upon such terms and in such manner as it deems appropriate, Services or Services similar to those undelivered, and the Service Provider shall be liable to the KSEEB for any excess costs for such similar Services or Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

- 23.1 Notwithstanding the provisions of GCC Clauses 20,21, 22, the Service Provider 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.
- 23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the KSEEB either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 23.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the KSEEB in writing of such conditions and the cause thereof. Unless otherwise directed by the KSEEB in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1 The KSEEB, by written notice sent to the Service Provider, 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 KSEEB's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 25.2 The Services that are complete and ready for shipment within 30 days after the Service Provider's receipt of notice of termination shall be accepted by the KSEEB at the Contract terms and prices. For the remaining Services, the KSEEB 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 Service Provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

26. Settlement of Disputes

- 26.1 The KSEEB and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the KSEEB or the Service Provider 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.
 - a. 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 Services under the Contract.
 - b. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- Notwithstanding any reference to arbitration herein,
 - a. The parties shall continue to perform their respective obligations under the Contract unless they
 - b. otherwise agree; and
 - c. The KSEEB shall pay the Service Provider any monies due the Service Provider.

27. Limitation of Liability

- 27.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement,
 - (a) The Service Provider shall not be liable to the KSEEB, 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 Service Provider to pay liquidated damages to the KSEEB; and
 - (b) The aggregate liability of the Service Provider to the KSEEB, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Governing Language

28.1 The contract shall be written in Kannada/English language. Subject to GCC Clause 29, Kannada/English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

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

30. Notices

- 30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. Taxes and Duties

31.2 Service Providers shall be entirely responsible for all GST, if any.

32. Debarment/Black listing:

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

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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 KSEEB is Karnataka Secondary Education Examination Board.
- (b) The Service Provider is (To be filled at the time of Contract signature)

2. Inspection and Tests (GCC Clause 7)

-deleted-

3. Delivery and Documents (GCC Clause 9)

-deleted-

4. Incidental Services (GCC Clause 12)

Deleted -

6. Payment (GCC Clause 14)

- (i) Monthly payment based on the number of personnel worked and the leaves availed, shall be released.
- (ii) The bill should be raised only after remitting remuneration to the programmers account and document of such transfer should be attached along with the bill.
- (iii)Payment shall be made in Indian Rupees.

6. Settlement of Disputes (Clause 26)

The dispute settlement mechanism to be applied pursuant to GCC Clause 26.2.b shall be as follows:

- (a) In case of Dispute or difference arising between the KSEEB 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 ⁹Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at 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.

7. Notices (Clause 30)

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

KSEEB: Karnataka Secondary Education Examination Board, 6th cross, Malleshwaram, Bangalore-560 003

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

8. Replacement or addition of programmers:

Any replacement of programmers should be brought to the notice of the Board one month advance. No person should be withdrawn without replacement. An advance notice of 15 days shall be given for any additional requirement during with the bidder should send candidates for selection.

- 9. Right to use defective equipment:
 - Deleted -
- 10. Service Provider Integrity:

The Service Provider is responsible for deputing personnel with integrity. All the whereabouts of the programmers should be available with the service provider.

- 11. Service Provider's Obligations:
 - i. The Service Provider should fulfill all is obligations of the tender.

SECTION V: SCHEDULE OF REQUIREMENTS

- 1. At present Service of 05 Senior Programmer, 03 Junior Programmer, 01 Technical Assistant and 01 Hardware Assistant is required. This may be increased or decreased by one or two number.
- 2. Service is required for 12 months from the commencement date to be mentioned in the work order. Any further requirement, the contract shall be renewed for further one to six months in exceptional cases such as incompletion of next tender process considering the S.S.L.C. examination point of view only. but not more than six months.
- 3. Services of 01 Senior Programmer and 01 Junior Programmer shall be for the Office of the Executive Director, Karnataka State Quality Assessment and Accreditation Council, Bengaluru. Letter of Acceptance Shall be issued by the Director, Examinations, K.S.E.E. Board, further process from entering into contract and till payment Etc. shall be executed by the Executive Director, Karnataka State Quality Assessment and Accreditation Council.

SECTION VI - TECHNICAL SPECIFICATIONS

1. BACKGROUND:

Karnataka Secondary Education Examination Board came in to existence in the year 1966, has been conducting SSLC and other examinations. Every year the student strength is increasing tremendously.

2. OBJECTIVES:

The Karnataka Secondary Education Examination Board, Government of Karnataka, Bangalore is in the process of revamping the existing examination software system which is being used for the result processing of the SSLC and other examinations of the board since 2003. It is a client/server system developed using Oracle 8i RDBMS for data storage and Developer 6i for front-end interfaces/reports. Since the existing hardware and the system software mentioned above are having no warranty/technical support from the vendors, it is a herculean task for the board to process and disseminate the results these days.

The proposed system is a hybrid system which has two computing environments namely the web based system at the SDC, Govt. of Karnataka as a online portal for Students, Schools, Evaluators related transactions under LAMP technology (Open source platform) and the second system is the result processing system under oracle technology within the by enabling all security features available in the Oracle RDBMS system. It has three major connectivity's clouds namely KSWAN from e-Governance, 2 MbpsVPNoBB (Virtual Private Network over Broad Band) from BSNL and the Internet from any ISP including BSNL. All the three clouds would facilitate seamless data flow among all stake holders based on the credentials using AAA concepts (Authentication, Authorization and Audit) including BEOs, DDPIs, JDPIs, etc. The secured result processing system would be within the four walls of and not connected to any LAN or WAN including the above mentioned clouds. In addition to the above connectivity clouds, a one-to-one 10 Mbps MLLN circuit would be established between SDC and for secured data transfer in a secured manner. The has entrusted the application software development work to NIC-Bangalore and NIC has completed the application software for result processing and the same would be deployed after the required IT infrastructure is established with help of the vendor. A team of Computer Programmers is required to support NIC team in developing required application software.

The Programmers shall have to work as per the directions of the NIC team and support in the development of application software. They may have to work beyond the working hours and also during the holidays, if the work so demands during peak seasons.

3. Qualification, Experience and other requirements:

- 1. The Programmers deputed to work should have the qualification as Bachelor Degree in Engineering in Electronics and Communication or Computer Science or Information Science or Information Technology or Master in Computer Application (M.C.A.) or Bachelor degree in Technology. (B.Tech).
- 2. The candidates should be well versed in English and Kannada Languages with sufficiently good speed in the use of computer keyboard with English, also in Kannada which is not mandatory.
- 3. The candidates should have good personality and well mannered to suit the ethics of working in Government offices.
- 4. The candidates should be capable of rising to the needs of the occasion, take up responsibilities and achieve tasks independently and in groups.

- 5. The selected candidates would be required to be present and work in the on all working days during the working hours
- 6. The candidates should be prepared to work even before and beyond office hours and also on Government holidays in case the situation so demands for the completion of a particular task
- 7. The Computer Programmers so provided by the Agency will not in any way be considered as Government Employees.
- 8. The will not be in any way directly or vicariously liable for any injury or damage caused to the Computer Programmers provided by the Agency
- 9. The Computer Programmers should have good knowledge in visual studio 2003, Oracle, Sql server and MS Access in addition to the regular applications like MS office.
- 10. Hardware Assistant should have to qualify of BSC (CS) / BCA / Dip (CS) With CCNA or equivalent with 3 years experience in similar domain.
- 11. Technical Assistant should have to qualify of B.E(CS/E&C)/ MSC (CS) M.C.A with 0-3 years experience.
- 12. NIC team will conduct the test for the candidates before appointing him/her candidature.

3. Replacement:

- 1) Any Computer Programmer Employee who intends to quit the service or if the service is found to be not satisfactory, The Agency should be given suitable and equivalent replacement immediately without any delay.
- 2) Any Computer Programmer Employee who finds to be unruly and arrogant behavior will not be tolerated. The employee who goes on strike will be viewed seriously and replaced immediately.

4. Payment to the Computer Programmers:

1. The intends that the candidates posted to work as Computer Programmers, should be paid the minimum consolidated payment at the following rates.

SI No	Designation/Qualification	Number of Personnel	Take home remuneration fixed to the candidate (In Rs)
1.	Senior Programmer BE (CS) / MSC (CS)/ MCA with 5+ years experience	05	Rs.45,000/- per month.
2.	Junior Programmer BE (CS) / MSC (CS)/ MCA with 0-3years experience	03	Rs.30,000/- per month.
3.	Technical Assistant B.E(CS/E&C)/ MSC (CS) M.C.A With CCNA or equivalent with 0-3years experience	01	Rs.30,000/- per month.
4.	Hardware Assistant BSC (CS) / BCA / Dip (CS) with 3 years experience	01	Rs.30,000/- per month.

- 2. The Agency shall be required to pay the monthly payment to the candidates as above and the Agency can quote their price bids keeping in view of the applicable service charges.
- 3. The Agency will be solely responsible for the provision for any facilities to the candidates under any of the laws under the Constitution of India.

- 4. The payment for the Computer Programmers for every completed month should be paid before 5th of succeeding month directly to the Bank Account of the concerned computer Programmer and necessary proof of the same should be submitted along with the bills.
- 5. The necessary Tax deductions will be effected in the bills as per rules.
- **5.** Leave facilities: Leave facility of One day per each calendar month is allowed to a computer programmer
- **6. Benefits to be paid:** Computer Programmers are provided Provident Fund & Other statutory benefits as per the existing rules of the State Government in any.

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SECTION VII: QUALIFICATION CRITERIA

(Referred to in Clause 9.2 of ITT)

- 1. The Service provider should have the annual turnover of Rs.20.00 lakhs every year for the last three years.(2016-17,2017-18 and 2018-19.)
- 2. The Service provider should submit proof of Permanent Account Number (PAN) assigned by the Income Tax Department. Copy of the PAN card of the firm has to be uploaded as detailed below
- a. If a firm is sole proprietorship PAN card copy of the proprietorship
- b. If a firm is partnership PAN card copy of the firm only (partners PAN card copy will not be considered)
- c. If a firm is private Ltd... or Public Ltd.. Company, PAN card copy of the company.
- 3. The Service provider shall have to furnish the Audited balance sheet and Profit and Loss account for the years 2016-17, 2017-18 and 2018-19.
- 4. The Service provider shall have to furnish the details of Income Tax returns filed for the years 2017-18, 2018-19 and 2019-20.
- 5. The Service provider shall have to furnish the GST Tax Registration certificate.
- 6. Company should be in the business of out sources at least for the last three years. The service provider should submit the documents to prove similar experience in the past 3 years as per Section XII.
- 7. Company should have an office with in the territory of Bengaluru. Office should be registered under the competence authority, relevant document shall be uploaded. Non submission of the same will result in the rejection of the Bid.

SECTION VIII: TENDER FORM

Office of the Director, Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bangalore – 560 003.

"PROVIDING THE SERVICES OF COMPUTER PROGRAMMERS, TECHNICAL ASSISTANT AND HARDWARE ASSISTANT TO THE K.S.E.E. BOARD FOR A PERIOD OF ONE YEAR ON OUT SOURCE BASIS"

From,

To The Director, Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bangalore – 560003.

Sir,

Having examined the Tender Documents including Addenda No: B1/O.S.C.P.S.T./17/2019-20 DATE- 06-02-2020, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service of programmers in accordance with the Schedule of Prices attached herewith and made part of this tender.

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

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

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.

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(signature)

(SCAN AND UPLOAD)

SECTION VIII-A

TECHNICAL BID

S.N	Details required	Uploaded(Yes/ No)
1	Name and address of the firm (Addresses of the	
	head office and local branch office should be given	
	separately)	
2	Year of establishment (Registration copy should be	
	uploaded enclosed as specified under Section VII)	
3	Annual turnover for the years 2016-17, 2017-18	
	and 2018-19	
4	Audited balance sheet and Profit and Loss account	
	for the years 2016-17, 2017-18 and 2018-19.	
5 .	Income Tax returns filed for the years 2017-18,	
	2018-19 and 2019-20. (i.e for financial year 2016-	
	17, 2017-18 and 2018-19)	
6	Copy of the PAN card (As specified under Section	
	VII)	
7	GST Tax Registration certificate	
8	Previous experience in the format mentioned under	
	Section XII	
9	Company should have an office with in the territory	
	of Bengaluru. Office should be registered under the	
	competence authority, relevant document shall be	
	uploaded. Non submission of the same will result in	
	the rejection of the Bid.	

Note: The Enclosures related to Sl.No. 1 to 9 must be self-attested and uploaded

Seal and signature of the Service provider

(SCAN AND UPLOAD)

SECTION VIII-B FINANCIAL PROPOSAL (PRICE BID)

From

To

The Director, (Exam's)

K.S.E.E.B. Bengaluru-03.

Karnataka, Bengaluru.

Sir,

We the undersigned offer to provide the services of COMPUTER PROGRAMMERS, TECHNICAL ASSISTANT AND HARDWARE ASSISTANT" in accordance with you're 'Request Technical Proposal for Our financial proposal is as follows:

SI No	Designation/ Qualification	Number Of Personnel	Total Emoluments to be paid as per the Total amount mentioned in the Column 4 of table 2	Percentage (%) of Service Charges on Total emoluments
1	2	3	4	5
1	Senior Programmer BE (CS) / MSC (CS)/ MCA with 5+ years experience	05		The Tenderer shall
2	Junior Programmer BE (CS) / MSC (CS)/ MCA with 0-3 years experience	03	£110.115	quote the Service charges in terms of
3	Technical Assistant B.E(CS/E&C)/ MSC (CS) M.C.A With CCNA or equivalent with 0-3years experience	01	₹4,13,115	percentage (%) only in the e-procurement
4	Hardware Assistant BSC (CS) / BCA / Dip (CS) with 3 years experience	01		portal.

Signature of the Authorized Signatory.
Name and Designation&Address

Note:

1. In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as final price for evaluation.

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Remuneration Components for Outsourcing staff with all contributions and deductions

Table-1

Table-1						
SL	Details	Senior	Junior	Technical	Hardware	
NO.	Details	Programmer	Programmer	Assistant	Assistant	
1	Basic wages	16,800	12,090	12,090	12,090	
2	VDA(variable)	30416	19,561	19,561	19,561	
	Total-A	47216	31,651	31,651	31,651	
	Deduction I	Employee cont	ribution			
3	EPF 12%	2016	1,451	1,451	1,451	
4	ESI 1.75% (Gross Pay)	-	-	-	-	
5	Profession Tax	200	200	200	200	
	Total Deduction	2216	1,651	1,651	1,651	
	Take home Remuneration	45,000	30,000	30,000	30,000	
	Employer	s share contrib	oution			
6	EPF 13.00%	2184	1572	1572	1572	
.7	ESI 4.75%	-	-	-	-	
	Total-B	2184	1572	1572	1572	
8	Total-A+B	49,400	33,223	33,223	33,223	

Total Emolument Table-2 (approximate per month)

Sl.	Type of staff	Approximate Quantity	Gross emolument per each staff	Total Emolument per Month
No.	1	2	3	4(2*3)
1	Senior Programmer	05	49,400	2,47,000
2	Junior Programmer	03	33,223	99,669
3	Technical Assistant	. 01	33,223	33,223
4	Hardware Assistant	01	33,223	33,223
			Total Amount	4,13,115

Calculation of Approximate total Contract value

% of Service Charges on Grand Total	Service charges in terms of percentage to be quoted by the Bidder in the e- procurement portal
Taxable value of Service (Grand Total + Service Charges on Grand Total)	
GST @18% on Taxable value of Service	
Contract Value per Month	
Contract Value per Annum	

Terms and Conditions.

- 1. The Tenderer shall quote the Service charges in terms of percentage (%) only, to be calculate on the Grand Total as mentioned above.
- TDS shall be deducted under GST act as per the prevailing rules.
 TDS shall be deducted under the Income-tax Act as per the prevailing rules.
- 4. The Basic Wages, Dearness allowance, deductions and contributions mentioned above are subject to modifications as per the orders issued by the respective Competent Authorities.

Signature of the Authorized Signatory. Name and Designation Address

Note: In case of discrepancy between amounts quoted in price proposal, the amount quoted h words is taken as price for Evaluation.

SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Not Applicable

SECTION X:

CONTRACT FORM

(Name of KSEE) part and Provider) (Here WHEREAS the (BriefDescription those services in after called "the	MENT made theday of B) of	SEEB) (Herein ider) of	nafter called "the land	KSEEB") of the difference of Se country of Se country of Se country of the supply the su	e one ervice y of
1. In this Ag	reement words and expressio	ns shall have t	the same meanings	as are respecti	vely
assigned t	o them in the Conditions of C	ontract referre	d to.		
2. The followagreement	wing documents shall be deen at, viz.:	ned to form an	nd be read and con	strued as part o	f this
(b) the (c) the (d) the (e) the	Tender Form and the Price Schedule of Requirements; Technical Specifications; General Conditions of Contra Special Conditions of Contra KSEEB's Notification of Aw	act; act; and	tted by the Service	provider;	
3. In consider hereinafter	eration of the payments to be reaction of the payments to be rementioned, the Service Proves and to remedy defects there	made by the Ko rider hereby co	venants with the K	SEEB to provid	
of the ser as may be prescribed	EB hereby covenants to pay the vices and the remedying of descome payable under the providing the Contract. I by the Contract. I culars of the services which services wh	fects therein, the isions of the Co	he Contract Price of contract at the times	or such other such and in the man	m iner
SL.NO.	BRIEF DESCRIPTION OF THE SERVICE	UNITS	UNIT PRICE	TOTAL PRICE	
accordance with Signed, Sealed saidin the presence Signed, Sealed	CHEDULE: whereof the parties hereto have a theirrespective laws the day and Delivered by the	and year first a e KSEEB)	(For the		der)

SECTION XI.

PERFORMANCE SECURITY FORM

To:	(NameofKSEEB)		
WHEREAS	(Name of Service Provider)	/ *****	
hereinafter called "the Service Provide Contract No	der" has undertaken, in pursuance	of dated, 20	to
Supply Contract".	(Description of Supply) her	einafter calle	d "the
AND WHEREAS it has been stiput shall furnish you with a BankGuaran security for compliance with the Serthe Contract.	ntee by a recognized bank for the	sum specifie	ed therein as
AND WHEREAS we have agreed to	give the Service Provider a Guara	ıntee:	
THEREFORE WE hereby affirm to the Service Provider, up to atotal of the Guarantee in Words and Figure demand declaring the Service Provider argument, any sum or sums within a foresaid, without your needing to p sum specified therein. This guarantee is valid until the	es) and we undertake to pay you, der to be in default under the Cont the limit of	upon your ract and with	(Amount of first written hout cavil or Guarantee) as
•	Signature and Seal of Guar	rantors	
	•••••		
	•••••		•
	Date20 20 Address:		
	Address		
•			

SECTION XII

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

<u>Proforma for Performance Statement of the last three years for the supply of programmers' service</u>

Orders placed by (Full address of KSEEB)	Order No and Date	Descriptio n of Services ordered	Value of Order	Date of Completion of delivery of Services As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the Services been supplied satisfactorily functioning. (Attach a Certificate from the KSEEB if any)
1	2	3	4	5	6	7
·						
		,				
						·

ಕರ್ನಾಟಕ ಪ್ರತಿ ಸ್ವವಿ ಬೀಕ್ನಾ ಮಂ ಭೆಂಗಳೂರು – ಶಕ್ಷಾಗ್ಗಾರಿತ Signature and Seal of the Service provider:

(SCAN AND UPLOAD)

Name of the Firm:

•