



**GOVERNMENT OF KARNATAKA**

**KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD (Other Exams)  
6<sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560 003.**

**e-TENDER NOTIFICATION FOR THE DISPOSAL OF VALUED OLD ANSWER  
BOOKLETS, OLD FORMATS, WASTE PAPER COVERS, WASTE CLOTH COVERS,  
WASTE OLD GUNNY BAGS AND WASTE WRAPPERS**

**e-TENDER DOCUMENT  
(To be used for furnishing bids by the eligible firms)**

**Address for communication:**

**DIRECTOR, OTHER EXAMS  
KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD,  
6<sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560 003.  
Phone No's: 080-23360108/109**

**WEB SITE: [www.kseeb.kar.nic.in](http://www.kseeb.kar.nic.in)**



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KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, (OTHER EXAMS)  
6<sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU – 560 003.

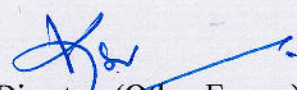
**e-TENDER NOTIFICATION FOR THE DISPOSAL OF VALUED OLD ANSWER BOOKLETS, OLD FORMATS, WASTE PAPER COVERS, WASTE OLD GUNNY BAGS, WASTE CLOTH COVERS AND WASTE WRAPPERS**

**e-TENDER SCHEDULE**

Karnataka Secondary Education Examination Board (Other Exams) is inviting e-Tender bidding from eligible bidders for the sale and disposal of valued old answer booklets, old formats, waste paper covers, waste cloth covers and waste wrappers as one single package pertaining to Other examinations.

1	TENDER REFERENCE NO & DATE	No: Y1(O.E)DVS & WP/15/2018-19 DATE : 07.01.2019.
2	APPROXIMATE VALUE OF TENDER	Rs 1.50 Lakhs
3	EMD AMOUNT	Rs 10,000
4	TENDER COMMENCEMENT DATE	21.01.2019
5	PRE-BID MEETING	08.02.2019 : 11.30 am
6	LAST DATE AND TIME FOR SUBMISSION OF TENDERS	19.02.2019 : 4.00 pm
7	TIME AND DATE OF OPENING OF TECHNICAL BIDS	22.02.2019 : 10.30 am
8	TIME AND DATE OF OPENING OF COMMERCIAL BIDS	26.02.2019 : 10.30 am
9	PLACE OF OPENING OF TENDERS	OFFICE OF THE DIRECTOR, OTHER EXAMS, KARNATAKA SECONDARY EDUCATION EXAMINATION BOARD, 4 <sup>th</sup> Floor, 6 <sup>TH</sup> CROSS, MALLESHWARAM, BENGALURU –560 003.

e-Tender document contains details & terms and conditions for disposal of valued old answer scripts, waste covers including cloths and waste formats through e-Tender and e-Tender manual, e-Tender procedure. Detailed calendar of e-Tender can be downloaded from e-Procurement platform (<https://eproc.karnataka.gov.in>) from 21.01.2019 interested parties/firms are requested to register in the e-Procurement platform well in advance. Submission of interest for purchase and disposal of above mentioned material shall be done in a single lot. For more details, contact e-procurement help desk (080-25501227, 25501216) or Smt.Shobha J.R Assistant Director, KSEEB (080 – 23360108/109)

  
Director, (Other Exams)  
KSEEB

**e-TENDER NOTIFICATION FOR THE DISPOSAL OF VALUED OLD ANSWER BOOKLETS, OLD FORMATS, WASTE PAPER COVERS, WASTE OLD GUNNY BAGS, WASTE CLOTH COVERS AND WASTE WRAPPERS**

**SECTION I : INVITATION FOR TENDER (IFT)**

IFT NO : No: Y1(O.E) DVS & WP/15 /2018-19 DATE : 07.01.2019.

1. The Director, Other Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> cross, Malleshwaram, Bengaluru560003, invites e-tenders from eligible bidders for the **disposal of valued old answer booklets, waste old gunny bags, bags, old formats, waste paper covers, waste cloth covers and waste wrappers.**
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.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) and [www.kseeb.kar.nic.in](http://www.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 credited to the account of Centre for e-governance.
  - a. through credit card
  - b. internet banking
  - c. National Electronic Fund Transfer
  - d. Remittance over the counter in the selected 10 branches of ICICI Bank in Bengaluru.The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GOK's central pooling a/c held at ICICI Bank
5. Technical bids will be opened on 22.02.2019 at 10.30 **am.** in the presence of the tenderers or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
6. Other details can be seen in the tender documents

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## SECTION – II: INSTRUCTIONS TO TENDERERS

### A. INTRODUCTION

#### 1 Eligible Tenderers

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

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

### B. TENDER DOCUMENTS

#### 2. Contents of Tender Documents

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

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

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

#### 3 AMENDMENT OF TENDER DOCUMENTS

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

3.2 In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Board, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.

3.4 Pre-bid meeting shall be held on 08.02.2019 at 11.30 am at KSEEB, 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 08.02.2019.

## C. PREPARATION OF TENDERS

### 4. Language of Tender

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

### 5. Documents comprising the Tender

- 5.1 The tender prepared by the tenderer shall comprise the following components:

- A tender Form and a price Schedule completed in accordance with ITT Clauses 6, 7 and 8;
- Documentary evidence established in accordance with ITT Clause 9 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- Documentary evidence established in accordance with ITT Clause 10 that the services to be supplied by the tenderer conform to the tender documents; and
- Earnest Money Deposit furnished in accordance with ITT Clause 11.

### 6. Tender Form

- 6.1 The tenderer shall complete the tender form and the price schedule furnished in the tender documents, indicating the services to be delivered, quantity and prices.

### 7. Tender Prices

- 7.1 The tenderer shall indicate rates per ton separately for old answer script and waste paper as per the enclosed commercial bid format in **annexure – VIII B, Price Schedule**.

- 7.2 Prices on the Price Schedule shall be entered excluding all taxes:

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

- 7.3 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 19.

### 8. Tender Currency

- 8.1 Prices shall be quoted in Indian Rupees:

### 9. Documents Establishing Tenderer's Eligibility and Qualifications

- 9.1 Pursuant to ITT Clause 5, the tenderer shall furnish, as part of its Tender documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

- 9.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted, shall establish to the Board's satisfaction, 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.

## 10. Documents establishing the delivery of service

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

## 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 Tenderer shall transfer Rs.10,000/- 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 tenderer has been specifically exempted by the Government) will be rejected by the Board as non-responsive, pursuant to ITT Clause 19.

11.4 Unsuccessful tenderer's tender securities will be returned as promptly as possible but not later than 30 days from the date of signing of agreement with the successful bidder.

11.5 The successful tenderer's earnest money deposit will be discharged upon the tenderer 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 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 19.2; or

(b) in case of a successful Tenderer, if the Tenderer 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 Board, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the Board as non-responsive.

12.2 In exceptional circumstances, the Board may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A tenderer may refuse the request without forfeiting its earnest money deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

### **13. Format and Signing of Tender**

13.1 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 TENDERS**

#### **14. Submission of Tenders**

14.1 All tenderers 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)

2. Commercial bid (cover-II) as per section VII qualification criteria.

#### **15. Deadline for Submission of Tenders**

15.1 Tenders must be uploaded and signed as specified under ITT Clause 14 not later than the time and date specified in the tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

15.2 The Board 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 Board and Tenderers 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.

16.2 Any issue related to uploading of documents and signing, the bidders will have to contact e-procurement helpdesk at 080-25501216.

#### **17. Modification and withdrawal of Tenders:**

17.1 The tenderer may modify or withdraw its tender after the tender's submission, for any number of times before the deadline for the submission of bids with no extra cost.

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 Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.



## **E. TENDER OPENING AND EVALUATION OF TENDERS**

### **18. Opening of Tenders by the Board**

- 18.1** The Board will open all technical bids submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at 10.30am on 22.02.2019 at the Office of the Director, Other Exams, Karnataka Secondary Education Examination Board, 6th Cross, Malleshwaram, Bengaluru – 560003.
- 18.2** 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 Board, the tenders shall be opened at the appointed time and location on the next working day.
- 18.3** 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 Board, at its discretion, may consider appropriate, will be announced at the opening.
- 18.4** The Board will prepare minutes of the technical bid evaluation and publish the same in e-portal.

### **19. Preliminary Examination**

- 19.1** The Board 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 purchaser does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 19.3** The Board 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.
- 19.4** Prior to the detailed evaluation, pursuant to ITT Clause 20, the Board 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 4), Warranty (GCC Clause 11), Applicable law (GCC Clause 18), and Taxes & Duties (GCC Clause 20) will be deemed to be a material deviation. The Board'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 Board and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

19.6 However, if any further supportive documents to already submitted records are required by the Board to fulfil the eligibility criteria, the Board may call for additional documents from some tenderers or all the tenderers.

## 20. Evaluation and Comparison of Tenders

20.1 The Board will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

20.2 Separate quotes shall be given for each item specified under Section VIIB, price schedule;

- A. The bidder quoting **highest rate for "valued answer script"** shall be selected as the successful bidder for carrying out the work mentioned in this document.
- B. Bidder quoting **highest rate for valued answer script shall have to match the highest rate quoted for waste paper by any other bidder, if he himself has not quoted highest rate for the waste paper.**
- C. **Its mandatory for all the bidders to quote rate for both the items. Any bidder not quoting rate for any of the item shall be treated disqualified irrespective of the rate quoted for other item.**

## F. AWARD OF CONTRACT

### 21. Post qualification;

21.1 The Board will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 and is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Board deems necessary and appropriate.

21.3 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 Board will proceed to the next highest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### 22. Award Criteria;

22.1 Subject to ITT Clause 24, the Board 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.

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

23.1 Deleted

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

24.1 The Board 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.

**25. Notification of Award**

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

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

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

25.4 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 Board. The Board will promptly respond in writing to the unsuccessful Tenderer.

**26. Signing of Contract**

26.1 At the same time as the Board notifies the successful tenderer that its tender has been accepted, the Board will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties, within 07 days from the receipt of acceptance letter.

**27. Performance Security**

27.1 Within 7 days of the receipt of notification of award from the Board, 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 Board.

27.2 Performance security equal to E.M.D i.e Rs. 10,000 shall have to be submitted to the Board alongwith the signed contract form mentioned in 26.1 within 7 days of issue of acceptance letter.

27.3 Performance security shall be returned back to the bidder after the successful completion of the work and all the other obligations mentioned in this document related to the work.

27.4 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Board may make the award to the next highest evaluated Tenderer 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 Board and the Purchaser, 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 by the Purchaser under the Contract for the full and proper performance of its contractual obligations;
- (c) "Services" means services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Purchaser covered under the Contract;
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "SCC" means the Special Conditions of Contract.
- (f) "The Board" means the organization taking the Services, as named in SCC.
- (g) "The Purchaser" means the individual or firm delivery of Services under this Contract.
- (h) "The Government" means the Government of Karnataka State.
- (i) "The State" means the Karnataka State
- (j) "The Project Site", where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

**Note:** Where ever has been mentioned as "services" shall be considered as "sale and disposal of valued old answer scripts and waste papers"

### 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 sale and the purchase made under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate and such standards shall be the latest issued by the concerned institution.

**10. Incidental Services**

**Deleted**

**11. Warranty**

**Deleted**

**12. Payment**

**12.1** The Purchaser shall have to make advance payment of Rs. one Lakh to the Board in the form of Demand Draft before lifting the papers. Remaining amount should be paid after the luggage vehicles are weighed through demand draft in favour of **“The Director (Other Exams) KSEEB, Bengaluru”** depending on the value of the material.

**12.2** Lifting of papers shall only be allowed by the Board, if sufficient amount is already deposited with Board by the Purchaser.

**12.3** Payment shall have to be made in Indian Rupees.

**13. Prices**

**13.1** Prices mentioned in the Price Schedule and as stated in the contract shall be firm during the performance of the contract.

**14. Contract Amendments**

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

**15. Delays or discrepancies in the Purchaser's Performance**

**15.1** Performance of the Services shall be made by the Purchaser in accordance with the requirement of the Board and complete the work within the stipulated time provided to complete the work.

**15.2** If at any time during performance of the Contract, the Purchaser should encounter conditions impeding timely performance of Services, the Purchaser shall promptly notify the delay and number of days of delay along with the reasons.

**15.3** A delay by the Purchaser in the performance of its delivery obligations shall render the Purchaser liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless waive off is extended by the Board after ascertaining the reasons proposed by the purchaser.

**15.4** No additional cost will be paid for any delay or damage to the purchaser, however attract penalty as appropriately fixed by the Board depending on the default and the damage done to the examination work.

**4. Performance Security**

- 4.1 Within 7 days of receipt of the notification of contract award, the Purchaser shall furnish Performance Security to the Board for an amount as mentioned in section 27.2 under Award of Contract, valid up to 60 days after the date of completion of performance obligations.
- 4.2 The proceeds of the performance security shall be payable to the Board as compensation for any loss resulting from the Purchaser's failure to complete its obligations under the Contract.
- 4.3 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 Board; or
  - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Board.; or
  - (c) Specified small savings instruments duly pledged to the Board.
- 4.4 The Performance Security will be discharged by the Board and returned to the Purchaser not later than 60 days following the date of completion of the Purchaser's performance obligations, including any Warranty obligations, under the Contract, if any.
- 4.5 In the event of any contract amendment, the Purchaser shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

**5. Inspections and Tests**

5.1 Deleted

**6. Packing**

Deleted

**7. Delivery of service and Documents**

Deleted

**8. Insurance**

Deleted

**9. Transportation**

Deleted

## **16. Liquidated Damages**

**16.1** If the tenderer fails to render the Services satisfactorily for the examination work as specified in the Contract, the Board shall, without prejudice to its other remedies under the Contract, deduct from the advance deposit or performance security as liquidated damages, a sum of Rs.500/- as penalty per day, upto 10 days. Any delay thereafter shall lead to forfeiture of Performance guarantee (if not condoned as per clause 15.3) and other deposits made and the Purchaser shall be black listed appropriately.

## **17. Termination for Default**

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

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

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

## **18. Applicable Law**

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

## **19. Notices**

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

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

## **20. Taxes and Duties**

**20.1** Purchaser shall be entirely responsible for all taxes (including Sales tax), VAT, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to the Board. This is not part of the rates quoted but shall have to be remitted separately.

**20.2** Purchaser should produce the receipt of taxes paid depending on the value of the material.

**20.3** One % TCS (Tax collected at source) will be imposed on sale of goods and services if the value exceeds Rs.2 lakhs. Bidder has to remit TCS to the KSEEB Through demand draft drawn in favor of The Director (Other Exams) KSEEB, Bengaluru. Otherwise EMD will be forfeited and taxes will be paid out of EMD.

**21 Contacting KSEEB :**

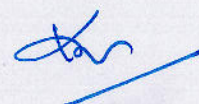
**21.1** Any effort by a bidder to influence KSEEB in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

**22 Resolution of disputes :**

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

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

**22.3** The decision of the arbitrators 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.





**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

**Special Conditions of Contract**

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

**1. Definitions (GCC Clause 1)**

(a) The Board is the Director, Other Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru – 560 003.

(b) The Purchaser is Tenderer

**2. Inspection and Tests**

**As per GCC Clause 5**

**3. Delivery of service and Documents (GCC Clause 7)**  
**“Applicable”**

**4. Incidental Services (GCC Clause 10)**

**“Deleted”**

**4.2 Payment (GCC Clause 12)**

**As per GCC clause 12**

**6. Notices (GCC Clause 19)**

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

Board: The Director, Other Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru-03

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

**SECTION V: SCHEDULE OF REQUIREMENTS**

1. Old answer scripts and waste papers other wastage shall have to be segregated and lifted within 15 days from the date of signing of contract agreement.
2. Scheduled period of lifting is within 15 days of receiving job memo from board.

Location	Material	Approximate Quantity offered for sale	EMD RS
Karnataka Secondary Education Examination Board, 6 <sup>th</sup> Cross, Malleshwaram, Bengaluru – 560 003.	VALUED OLD ANSWER BOOKLET,	3 Ton	Rs.10,000/-
	OLD FORMATS, WASTE PAPER COVERS, WASTE CLOTH COVERS, WASTE OLD GUNNY BAGS AND WASTE WRAPPERS	2 Ton	

## SECTION VI - TECHNICAL SPECIFICATIONS

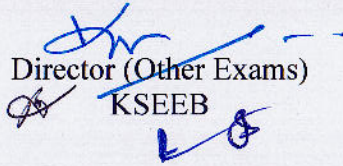
1. The entire work is confidential in nature and the material sold and to be lifted is related to examination work. Hence the absolute confidentiality should be maintained in the disposal of the papers.
2. The lifted materials shall have to be transported out of Karnataka and the purchaser shall be solely responsible for the safe disposal of this material.
3. The purchaser shall have to make his own arrangements for segregation of materials into answer scripts and waste paper and prepare separate bales.
4. Materials are dumped in godowns located in 4<sup>th</sup> floors. The Purchaser shall have to make his own arrangements in lifting all the materials to ground floor and transport them.
5. Vehicles not weighing less than 6 tons shall have to be arranged for the lifting of material.
6. Vehicles shall be weighed before and after loading in the presence of Board Officials and in the weigh bridges selected by the Board.
7. If required, the Board shall weigh the same vehicles twice, to take assurance of the weight measured. All such expenses shall have to be borne by the Purchaser.
8. The Purchaser shall be ready with the vehicle for weight, before 9.00 am in the morning and loaded vehicle by 5.00pm in the evening on the same day. Any delay in loading and taking vehicles to weigh bridges shall attract penalty to the purchaser or shall be asked to unload the material and wait for another day, as the material cannot be left unattended after loading, for security reasons.
9. The allotted quantity shall be lifted within stipulated period (15 working days) from the date of issue of delivery order or the extended period as notified by the KSEEB. In the event of failure to lift the material, within the originally allowed or extended time as the case may be, penalty will be levied as per section 16.1
10. KSEEB will have the powers to extend the delivery period due to unforeseen circumstances at its discretion.
11. The responsibility of KSEEB ends once the material is made available to the successful bidder.
12. Successful bidder / Sale awardee shall be responsible for any claims arising out of negligent actions/ damages on the part of sale awardee on any property belonging to the Company and to their personnel, or in an accident involving any personnel or labour, during loading, transportation and unloading.
13. The Director, Other Exams, the KSEEB reserves the right of rejection of all or any of the bids without assigning any reasons thereof.
14. The Director, other exams, the KSEEB reserves the right to cancel the bid even after acceptance or during performance of the contract.

## **SECTION VII : QUALIFICATION CRITERIA**

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

The applicant

1. shall be a proprietary / partnership firm /Pvt. Ltd Company / Public Ltd Company including Re-pulping Industries.
2. shall be an Income Tax Assesse during the last three financial years viz. 2015-16, 2016 – 17 & 2017-18.
3. should have a turn over of at least Rs.10 lakhs on an average per annum in the past three years viz. 2015-16, 2016 – 17 & 2017-18.
4. should possess TIN NUMBER obtained from Department of Commercial Tax, Government of Karnataka.
5. The tenderer should have minimum of 3 years of experience in the field. Enclose the experience certificate in the format mentioned under Section XII.
6. Audited balance sheet and Profit and Loss account for the years 2015-16, 2016 -17 & 2017-18. has to be uploaded (preferably annual report of the company)
7. EMD of Rs.10,000/- in should be credited to CeG account as per IFT Clause (4).
8. Details of Income Tax returns filed for the years 2015-16, 2016 – 17 & 2017-18.
9. Service Tax Registration certificate (GST Certificate) to be uploaded.

  
Director (Other Exams)  
KSEEB

**SECTION VIII: TENDER FORM**

**Office of the Other Director, Other Exams, Karnataka Secondary Education Examination Board, 6<sup>th</sup> Cross, Malleshwaram, Bengaluru – 560 003.**

**e-TENDER NOTIFICATION FOR THE DISPOSAL OF VALUED OLD ANSWER BOOKLETS, OLD FORMATS, WASTE PAPER COVERS, WASTE OLD GUNNY BAGS, WASTE CLOTH COVERS AND WASTE WRAPPERS**

From,

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To

The Director, (Other Exams),  
Karnataka Secondary Education Examination Board,  
6th Cross, Malleshwaram,  
Bengaluru –560003.

Sir,

Having examined the Tender Documents No: Y1(O.E)/DVS & WP/ 15/18-19 DATE- 07.01.2019 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for **the disposal of old valued answer scripts and waste paper, other wastages of KSEEB Other examination** 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 demand draft Rs.one lakh as advance and submit demand draft for the remaining amount after the weighing of vehicles.

We agree to play the necessary Tax to Govt and produce the original receipt of the same. Otherwise Board shall deduct the same from EMD.

We agree to abide by this tender for the Tender validity period specified in Clause 2 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

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

Dated this ....day of..... 20 .....

(signature)

(SCAN AND UPLOAD)

**SECTION VIII-A**  
**TECHNICAL BID**

**BIDDER DETAILS TO DISPOSE “VALUED OLD ANSWER BOOKLETS, OLD FORMATS,  
WASTE PAPER COVERS, WASTE CLOTH COVERS AND WASTE OLD GUNNY BAGS  
WASTE WRAPAPPERS “ THROUGH e-TENDER**

<b>S.N</b>	<b>Details required</b>	<b>Uploaded</b>
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 2015-16, 2016-17 and 2017-18	
4	Copy of the PAN card (As specified under Section VII)	
5	Audited balance sheet and Profit and Loss account for the years 2015-16, 2016-17 and 2017-18	
6	EMD of Rs. 10,000/-	
7	Income Tax returns filed for the years 2015-16, 2016-17 and 2017-18	
8	Service Tax Registration certificate (GST Certificate)	
9	Previous experience in the format mentioned under Section XII	

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

**Seal and signature of the Tenderer**

(SCAN AND UPLOAD)

**SECTION VIII-B**  
**PRICE SCHEDULE**

VALUED OLD ANSWER BOOKLETS, OLD FORMATS, WASTE PAPER COVERS,  
WASTE OLD GUNNY BAGS, WASTE CLOTH COVERS AND WASTE WRAPPERS.

Sl. No	Details	Maximum Rate per Ton (Excluding all applicable taxes) Rs. in numbers	Maximum Rate per Ton (Excluding all applicable taxes) (Rs. in words)
1.	VALUED OLD ANSWER BOOKLETS		
2	OLD WASTE PAPER (OLD FORMATS, WASTE PAPER COVERS, WASTE CLOTH COVERS, AND WASTE WRAPPERS, WASTE GUNNY BAGS)		

All applicable taxes should be paid to the Govt after completing the work. Receipt of the same shall be produced to board. Otherwise board shall deduct the same from EMD.

DATE :  
PLACE :

SIGNATURE OF THE TENDERER  
NAME ADDRESS AND SEAL

(SCAN AND UPLOAD)

**SECTION IX:**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Not Applicable



**SECTION X:**

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20... Between.....  
(Name of the Board) of..... (Country of Purchaser) (Hereinafter called "the Purchaser") of  
the one part and..... (Name of Service Provider) of..... (City and Country of  
Service Provider) (Hereinafter called "the Purchaser") of the other part:

**WHEREAS** the Board is desirous that certain ancillary services viz.,.....  
(Brief Description of Services) and has accepted a tender by the Purchaser for the supply of those  
services in the sum of..... (Contract Price in Words and Figures for each ton of  
answer script and waste paper separately) (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 Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SL. NO	BRIEF DESCRIPTION OF PURCHASE	PRICE

**DELIVERY SCHEDULE:**

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

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

in the presence of:.....

Signed, Sealed and Delivered by the said .....(For the Service Provider)  
in the presence of:.....

**SECTION XI.**  
**PERFORMANCE SECURITY FORM**

**To:** (Name of the Board)

**WHEREAS** ..... (Name of Purchaser)  
hereinafter called "the Service Provider" has undertaken, in Dated: .....  
pursuance of Contract No. .... 20..... to  
Supply..... (Description of Services) hereinafter called  
..... "the Contract"

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

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

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

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

Date.....20.....

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

**SECTION XII**

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

IFT No..... Date of Opening.....Time ..... Hours  
 Name of the Firm .....

Orders placed by (Full address of Purchaser)	Order No and Date	Description of service ordered	Value of Order	Date of Completion of service As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the service been satisfactorily Functioning. (Attach a Certificate from the Purchaser if any)
1	2	3	4	5	6	7
<b>2015-16</b>						
<b>2016-17</b>						
<b>2017-18</b>						

**Signature and Seal of the Tenderer:**

**(SCAN AND UPLOAD)**

**ANNEXURE XIII**  
**Format for Undertaking**  
**(On the Letterhead of the Bidder)**

**Date:**

**The Director (Other Exams),**  
Karnataka Secondary Education Examination Board,  
6<sup>th</sup> Cross, Malleshwaram,  
Bengaluru-560 003.

Sir,

**Ref:** Tender invited by the K.S.E.E.B for the disposal of VALUED OLD ANSWER BOOKLETS, OLD FORMATS, WASTE PAPER COVERS, WASTE CLOTH COVERS, WASTE GUNNY BAGS AND WASTE WRAPPERS

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We confirm that we are not barred by Government of Karnataka, any other State Government in India (SG) or Government of India (GOI), or any of the agencies of GOK/SG/GOI from participating in any Tenders as on ..... proposal due date.

We also confirm that the confidential material will be transported out of Karnataka and carefully disposed under our own observation and followup.

Yours faithfully,

.....  
(Signature of the authorized person)

.....  
(Name and designation of the Authorized person)